

# **CONSULTING AGREEMENT**

This Agreement is made effective as of \_\_\_\_\_, 200\_, by and between Your Fantastic Facility (Company) Address: \_\_\_\_\_, and Health Care Reimbursement Specialists, Inc., (H.C.R.S.) Address: 1720 Straus Rd., Cedar Hill, Texas 75104.

H.C.R.S. has a background in the TILE/Medicaid reimbursement system for the state of Texas and is willing to provide services to Company based on this background.

Company desires to have services provided by H.C.R.S..

Therefore, the parties agree as follows:

**1. DESCRIPTION OF SERVICES.** Beginning on \_\_\_\_\_, 200\_, H.C.R.S. will provide the following services (collectively, the "Services") as required or requested:

**A) Initial Consultation (Payment Schedule B:)**

- re-assess all Medicaid residents for correct TILE level
- review all supporting documentation and inform facility of corrections, additions, etc. that must be made to support maximum TILE for care given
- complete and/or submit new 3652 CARE forms on those residents that have been under-assessed or that have a form that is due
- review all reimbursement records for missing revenue
- complete and/or submit all forms to assure receipt of all legitimate revenue
- inservice/training for nursing and/or bookkeeping as required or requested
- submit review of findings and recommendations, if any

**B) Follow Up (Payment Schedule C:) Basis = Hourly Rate**

- re-assess Medicaid residents and review supporting documentation as appropriate
- complete and/or submit 3652 CARE forms as needed
- inservice/training for nursing and/or bookkeeping as required or requested
- representation during TILE reviews by TDHS
- reconciliation of reimbursement records
- submit activity report of facility visits

**2. PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by H.C.R.S. shall be determined by H.C.R.S.. Company will rely on H.C.R.S. to work only as many hours as may be reasonably necessary to fulfill H.C.R.S.'s obligations under this Agreement. H.C.R.S. will perform the Services ethically and in compliance with all state and federal rules and regulations to maximize Company reimbursement.

**3. PAYMENT.** Company will pay a fee to H.C.R.S. for the Services based on:

A) Company will pay retainer fee to H.C.R.S. of \$\_\_\_\_\_ on or before Services begin. Retainer shall net against open invoices at termination of contract.

B) Initial Consultation - \_\_\_% of "Recovered Revenue", as defined in Appendix A attached; plus reasonable and necessary expenses (meals, lodging, travel time @ \$25/hr./person [\$50/hr. maximum], mileage/plane fare, etc. as appropriate). Invoiced at completion of "Initial Consultation".

C) Follow Up - An hourly rate of \$\_\_\_\_.00 per hour for two (2) people, or \$\_\_\_\_.00 for one (1) person; plus reasonable and necessary expenses (see above). Invoiced monthly at completion of "Services".

All fees are payable Net 30. Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that H.C.R.S. shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which H.C.R.S. has not yet been paid.

**4. SUPPORT SERVICES.** Company will provide the following support services for the benefit of H.C.R.S.:

- keep accurate daily census by resident, by day, by payment type
- keep accurate admission and discharge records
- submit 3618 and 3619 forms as soon as required
- notify H.C.R.S. of TILE review notices immediately
- provide reasonable professional workspace
- provide access to all medical and reimbursement records
- provide staff time as required to verify documentation

These support services are a material function to be performed by Company.

**5. TERM/TERMINATION.** This Agreement shall be effective for a period of **one (1) year** and shall automatically renew for successive terms of the same duration, unless H.C.R.S. or Company provides two weeks written notice to the other party prior to the termination of the applicable initial term or renewal term.

**6. RELATIONSHIP OF PARTIES.** It is understood by the parties that H.C.R.S. is an independent contractor with respect to Company, and not an employee of Company. Company will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of H.C.R.S..

**7. DISCLOSURE.** H.C.R.S. is required to disclose any outside activities or interests that conflict or may conflict with the best interests of Company. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any activity that H.C.R.S. may be involved with on behalf of Company.

**8. EMPLOYEES.** H.C.R.S. 's employees, if any, who perform services for Company under this Agreement shall also be bound by the provisions of this Agreement. At the request of Company, H.C.R.S. shall provide adequate evidence that such persons are H.C.R.S. 's employees.

**9. CONFIDENTIALITY.** H.C.R.S. recognizes that Company has and will have the following information:

- costs
- future plans
- business affairs
- residents' medical information and history

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Company. H.C.R.S. agrees that H.C.R.S. will not at any time or in any manner, either directly or indirectly, use any Information for H.C.R.S.'s own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of Company. H.C.R.S. will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

**10. UNAUTHORIZED DISCLOSURE OF INFORMATION.** If it appears that H.C.R.S. has disclosed (or has threatened to disclose) Information in violation of this Agreement, Company shall be entitled to an injunction to restrain H.C.R.S. from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. Company

shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

**11. CONFIDENTIALITY AFTER TERMINATION.** The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

**12. RETURN OF RECORDS.** Upon termination of this Agreement, H.C.R.S. shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in H.C.R.S.'s possession or under H.C.R.S.'s control and that are Company's property. Photocopies may be retained by H.C.R.S. for documentation/reference purposes.

**13. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IF for H.C.R.S.: Health Care Reimbursement Specialists, Inc.  
P.O. Box 140917  
Austin, Texas 78714-0917

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

**14. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**15. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**16. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**17. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**18. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Texas.

**19. AGREEMENT LOCATION.** This Agreement is entered into in Dallas County, Texas.

**20. TITLE VI.** H.C.R.S. will comply with Title VI of the Civil Rights Act of 1964 which states: "No person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal Financial Assistance."

# Appendix A

## Recovered Revenue

### Payment Option 'B'

“Recovered Revenue” shall consist of all legitimate increases verified and suggested by H.C.R.S. for: a:] days that have had no payment - appropriate daily TILE rate times number of recovered days (even if the facility has identified the revenue as available but has not completed all steps necessary to allow TDHS Nursing Home Billing to make payment to the facility), and b:] increased revenues resulting from TILE changes identified by H.C.R.S. (Repeated follow up with TDHS is often required to resolve payment problems. H.C.R.S. will do all follow up as necessary providing Company informs H.C.R.S. of continuing problems; i.e. we can't fix what we don't know about.)

For the protection of all licensed Company staff, H.C.R.S. will review all changes and supporting documentation with staff before exiting facility. Because H.C.R.S. will invoice for all “Recovered Revenue”, it is the responsibility of Company staff to reconcile with H.C.R.S. any discrepancy with either verbal or written documentation supporting changes suggested by H.C.R.S. before exit conference is completed.

Actions that H.C.R.S. may take to generate Recovered Revenue will include, but are not limited to:

- A- 3619 Admits and/or Discharges to Medicare co-insurance (if eligible)
- B- 3618 Admits and/or Discharges to full Medicaid payment system
- C- 3652 Complete and/or Submit Purpose Codes 2, 3, 4, R, U, and E

**NOTE: 1)** For Purpose Codes R, 3, 4, and U, H.C.R.S. claims only the amount of increase from the old TILE rate to the new TILE rate for each day the change is in effect. (Example: Old TILE = \$50.00, New TILE = \$60.00; Increase = \$10.00/day, or \$1,800.00 for 180 days. Payable to H.C.R.S. = \$180.00)

**NOTE: 2)** For Purpose Code 2, H.C.R.S. claims the amount of increase form TILE 211 to the TILE rate submitted.

**NOTE: 3)** Purpose Code ‘E’s often must have other forms submitted, acknowledged, and approved before they can be submitted. Therefore, recognized opportunities for Purpose Code ‘E’s will be claimed by H.C.R.S as “Recovered Revenue” even if the ‘E’ itself is not submitted until other requirements are met.

**NOTE: 4)** Should Company fail to submit forms to increase revenue that have been identified and verified in exit conference, Company will be liable to pay H.C.R.S. as though forms had been done.

Party receiving services: \_\_\_\_\_

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

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

Party providing services: Health Care Reimbursement Specialists, Inc.

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

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