**Technical Assistance Agreement**

## Client Name:

Date of Agreement: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20

Client hereby engages Management & Medical Consulting Services, LLC (MMCS) to provide education and technical assistance for all the services detailed below. Services include consultations in evaluating client impact as it develops and will address any possible penalties as new program regulations are finalized and evolve.

1. **Annual Fees and/or Renewal Fees** (subject to increase annually with notice to Client)

**ALL SERVICES ARE REMOTE IF FEASIBLE.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Selection** | **Term of Agreement** | **Levels of Service** | **Service Category** | **Amount** |
|  |  | Level 1 | EHR System Implementation Assistance | Customizable Packages – May include services from other categories |
|  | 12 months | Level 2 | Assistance with MACRA Planning  (MIPS & APMs) | Practice fee is $1,500 for the first provider and $300 for each additional provider |
|  | 12 months | Level 3\* | Single Site Risk Assessment **(annual membership does not apply to this category – This service contract is a single Risk Assessment only)** | $1,250/practice |
|  | 12 months | Level 4 | Medicaid Audit Assistance | **Remote Package:** $300 – Customer has all documentation.  **Onsite Package:** $75 ea. hr.+ travel expense |
|  |  | Level 5 | PCMH | $100/hr + Travel |
|  |  | Level 6 | Assistance with Diabetes Recognition Program (NCQA) | $100/hr + Travel |

**\* Multi-site Risk Assessments priced individually.**

* **Level 1:** **EHR System Implementation**
  + MMCS will provide education, and technical assistance to help Client select, successfully implement certified electronic health record (HER) technology, as defined by the Centers for Medicare & Medicaid Services in its Promoting Interoperability requirements. Individual service packages may be negotiated. Must be added to Level 2 for New EHR Transition Management & MACRA Services.

* **Level 2: MACRA**
  + MMCS services are for Eligible Professionals.
  + Client understands that MMCS will provide education, and technical assistance pursuant to this Agreement in order to assist the Client in evaluating client impact as it develops from MACRA including possible penalties as these new CMS regulations evolve and are finalized. MMCS does not guarantee client will receive a specific bonus amount or avoid penalties as this depends upon actions on client’s part more than the provision of the above-referenced services by MMCS. The Client will have no right of action against MMCS in the event that it or any of its providers fails to progress and receive bonus payments or are assessed penalties.
* **Level 3: Single Site Risk Assessment Only**
  + This contract covers one Risk Assessment per contract year
  + Multi-site Risk Assessments priced individually.
* **Level 4: Medicaid Audit Assistance**
  + **Remote Package** - $300 - Practice has all documentation and everything can be done remotely.  If a remote visit cannot be done and it is determined that you need to go onsite, then this level reverts to the Onsite Package fee ($75 a/Hour + travel expense).  Remote assistance includes up to 3 providers ($100 for each additional provider over 3).  This includes going over each audit item with practice and a determination if they have everything they need to submit.

* + **Onsite Package** - $75 an hour + travel expense.  This includes going over each audit item with practice and a determination if they have everything they need to submit. The onsite package does not have a limit on providers.
* **Level 5: PCMH Consulting Services**
  + Services do not include the provision of written procedures and policies.
  + MMCS does not guarantee or make any representation that the Client or any of its providers will acquire a Patient Center Medical Home Recognition.
  + Practices outside of a 25-mile radius of consultant’s home-based office will be charged a mileage charge at the current IRS rate.
  + We reserve the right to change the flat rate price, with notice, if the client delays progress necessitating over budget hours. Common reasons for excess hours include client delays in performing necessary tasks, lack of engagement and personnel changes necessitating repeating steps in the certification process.
* **Level 6: Diabetes Recognition Program**
  + Assistance with gathering data from patient samples and entering into prep tool.
  + Assistance with entering data into collection tool.
  + Assistance with submission/Attestation
  + MMCS does not guarantee or make any representation that the Client or any of its providers will acquire NCQA Diabetes Recognition
  + Practices outside of a 25-mile radius of consultant’s home-based office will be charged a mileage charge at the current IRS rate.

1. **Miscellaneous**
   1. Client shall hold harmless MMCS and each of its members, managers and employees from and against all costs, legal fees, judgments, incidental and consequential damages, penalties or any other claims asserted by any federal, state or local governmental entity or any other third party against any of them which may arise out of or relate to Client’s failure to fully, properly or lawfully perform its obligations under this Agreement.
   2. This Agreement and all disputes arising out of this Agreement shall be interpreted and decided in accordance with the laws of the State of Alabama, without regard to conflict of law rules.
   3. For purposes of the protection of Protected Health Information (''PHI”) as defined in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA") and ARRA, Client and MMCS will execute a Business Associate Agreement (BAA).
2. **Term and Termination**

The term of this Agreement will be for one (1) year beginning on \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_. Agreements may be renewed as mutually agreed with Client's fee payment. This contract may be terminated at any time with 30 days’ notice by either party.

**Total Fee $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, payable as follows: Prior to start date of agreement.**

**Management & Medical Consulting Services, LLC**

**35883 US Hwy 280**

**Sylacauga, AL 35150**

**By:**

**Printed Name: Mike Bice**

**Title: President**

**Notification Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**Name of Client:**

**EIN (Tax ID):**

**Organizational NPI #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Primary Site Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

The undersigned, as an authorized representative of the Client, hereby executes this Agreement on behalf of the Client and its health care providers designated below:

**By:**

**Printed Name:**

**Title:**

**Notification Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**Health Care Providers at Primary Site:**

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

**AL License #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AL License #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NPI #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ NPI #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

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

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**Health Care Providers at Additional Site:**

Name of Additional Site: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address of Additional Site: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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**NPI #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ NPI #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Mail to: Make Checks payable to:**

Management & Medical Consulting Services, LLC MMCS

Attn: Sheryl Lemons

35883 U. S. Hwy 280

Sylacauga, AL 35150