**Meaningful Use Technical Assistance Agreement**

## Client Name:

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

Client hereby engages Management & Medical Consulting Services, LLC (MMCS) to provide education, and technical assistance to help Client select, successfully implement, and meaningfully use certified electronic health record (EHR) technology, as defined by the Centers for Medicare & Medicaid Services. Services also include consultations in evaluating client impact as it develops from Medicare Payment Reform & Quality Payment Program (MACRA) and its subcomponents Merit-Based Incentive Payment System (MIPS) and Alternative Payment Models (APMs) and possible penalties as these new CMS regulations are finalized and evolve. MMCS will also help Client establish health information exchange and contacts with State Agencies for required submissions as and when each State's capability to accept data is enabled.

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Selection** | **Levels of Service** | **Service Category** | **Amount** |
|  | Level 1\* | Providers who have NOT achieved Meaningful Use: | $2,000/per provider for the first ten providers and $\_\_\_\_\_\_\_\_\_ for each additional provider |
|  | Level 2 | Providers who HAVE achieved Meaningful Use: | Practice fee is $1,500 for the first provider and $300 for each additional provider |
|  | Level 3 | Single Site Risk Assessment Only\*\* | $1,250/practice |

**\*Includes a specific services package. Individual service packages may be negotiated.**

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

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

1. **Term and Termination**

The term of this Agreement will be for one (1) year beginning on \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, unless the renewal fee is paid. Terminated agreements may be reactivated with Client's fee payment as mutually agreed.

1. **Meaningful Use & MACRA**

a) MMCS services are for Eligible Professionals.

b) Client understands that MMCS will be providing education, and technical assistance pursuant to this Agreement in order to assist the Client in achieving Meaningful Use and services also include consultations in evaluating client impact as it develops from MACRA and possible penalties as these new CMS regulations are finalized and evolve. MMCS does not guarantee or make any representation that the Client or any of its providers will achieve Meaningful Use, or will receive an incentive payment, bonus or avoid penalties as this accomplishment depends upon many variables other 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 achieve Meaningful Use or receive an incentive payment or are assessed penalties.

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).

**Management & Medical Consulting Services, LLC**

**33585 US Hwy 280 E.**

**Childersburg, AL 35044**

**By:**

**Printed Name: Mike Bice**

**Title: President**

**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:**

**Health Care Providers at Primary Site:**

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

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

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

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

Management & Medical Consulting Services, LLC MMCS

Attn: Mike Bice

33585 U. S. Hwy 280 E

Childersburg, AL 35044