

This Consulting Services Agreement (“Agreement”) is effective as of the date accepted by Client (“Effective Date”) by and between Managed Care Consulting and the Client identified on the prior page (“Client”).

As a representative or agent of the Client (“you” or “your”) who is accepting the terms and conditions contained in this Agreement, you hereby represent that you have full authority to act on behalf of the Client and to bind Client to the terms of this Agreement.

By clicking “I Agree,” using the services described herein, or otherwise manifesting your assent to the terms below, you are agreeing to bind Client to the terms of this Agreement. If you cannot unequivocally agree to the terms of this Agreement on behalf of Client, do not click “I Agree.”

1. Overview

This Agreement outlines how MCCP and its Principal Consultant, Jana Altieri, RN, MS, CPHQ (“Principal Consultant”), will consult with the Client on issues relating to healthcare quality and regulatory compliance, as further set forth in this Agreement.

2. Consultation Services

Client hereby engages MCCP to provide short-term consulting support to the Client in accordance with the terms of this Agreement. MCCP’s services are customized to address the specific needs of each Client and may include, but are not limited to, the following “services”:

- Regulatory Compliance
- Clinical and Data Expertise in the Context of Healthcare Quality
- Performance Measurement Development
- Program Development and Evaluation
- Medical Content Writing, Editing, and Proofreading
- Training on Quality Improvement in the Health Care Setting

- Development, Implementation, and Testing of Medical Management Software
- Healthcare Quality Performance Improvement Project/Action Plan Development and Evaluation

The specific scope of services to be provided by MCCP will be mutually agreed upon by the parties.

3. Fees and Payment

Client will compensate MCCP for the Services at the agreed upon rate (For existing clients, please reach out for a discount code) per hour. Client shall make payments via MCCP's website based on the total number of hours selected by the Client at the time of payment. All payments shall be due to MCCP prior to commencement of the Services.

Credit Card Authorization: Client hereby authorizes MCCP to charge the credit card provided via this website. This authorization is to remain in full force and effect until MCCP has received payment in full for Services rendered. Client represents and warrants that Client is an authorized user of the credit card and will provide complete and accurate information to MCCP in order to ensure proper payment.

4. Term and Termination

This Agreement shall commence on the Effective Date and remain in effect until completion of the Services or until terminated by either party as provided herein. Either party may terminate this Agreement for any reason upon written notice to the other party. Upon termination, Client agrees to compensate MCCP for all services rendered up to the effective termination date.

5. Client Responsibilities

Client shall be responsible for the following in connection with the services:

- Client shall provide full access to all relevant documents and personnel necessary for MCCP to perform the services.
- Client shall promptly address any concerns or feedback provided by MCCP.
- Client shall not disclose to MCCP any patient information, as provided in Section 9 below, unless otherwise agreed to by the parties.

6. Independent Contractor

MCCP shall be an independent contractor and not an employee, agent, or servant of Client. Client shall not have or exercise any control or direction over the methods by which MCCP performs work or obligations under this Agreement. Nothing herein shall restrict MCCP or Principal Consultant from providing similar services to other individuals or entities.

7. Employees and Subcontractors

MCCP may engage employees, independent contractors, or subcontractors to perform portions of the services. Principal Consultant will remain the primary point of contact and will retain responsibility for ensuring the quality of all work performed by such employees, independent contractors, or subcontractors.

8. Confidentiality

Each party acknowledges and agrees that in the course of performing this Agreement, it may have access to certain confidential information belonging to the other party (“Confidential Information”).

Each party shall maintain the confidentiality of all such Confidential Information of the other party and shall not divulge such information to any third parties, except as otherwise provided for under this Agreement and under law. Each party shall take reasonable precautions against disclosure of any of the Confidential Information to unauthorized persons.

Upon termination of this Agreement for any reason, each party shall cease all use of any of the Confidential Information of the other party and, upon request, shall return to the other party any copies thereof.

This section shall not apply to information that is public knowledge or that becomes a matter of public knowledge after the Effective Date of this Agreement, other than as a result of an unauthorized disclosure by the receiving party.

9. Patient Information

The parties acknowledge and agree that performance of the services under this Agreement will not require Client to disclose or transmit to MCCP any patient information, including, but not limited to, protected health information (as such term is defined under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively, "HIPAA")).

In the event the parties determine that disclosure or transmission of such information is necessary in order to carry out this Agreement, both parties agree to comply with all applicable laws and regulations governing the privacy and security of such information, including, but not limited to, HIPAA, and to execute any agreements required by such laws and regulations.

10. Intellectual Property

Neither party transfers by operation of this Agreement, any patent, copyright, or other proprietary right owned by either party as of the Effective Date or arising outside the Services hereunder. MCCP shall own all inventions, discoveries, and other developments made solely by MCCP relating to the subject area of this Agreement.

If MCCP and Client jointly make an invention or discovery, MCCP and Client will exert their best reasonable efforts in cooperation with each other to evaluate and determine, to the satisfaction of the parties, the disposition of rights to the invention or discovery.

Client shall own all inventions, discoveries, and other developments made solely by Client using or incorporating information received from MCCP, if such inventions, discoveries, and developments were made without any direct consultation with, or advice from, MCCP regarding such specific inventions, discoveries, or developments.

11. Limitation of Liability

MCCP and Principal Consultant shall not be liable for (I) any special, indirect, consequential, exemplary, incidental or punitive damages, including any lost profits or loss of business arising out of or related to this Agreement or its subject matter, however caused and on any theory of liability (including, but not limited to, negligence), or (II) damages, in the aggregate, in excess of the amounts paid to it hereunder, even if it has been advised of the possibility of such damages or loss.

12. Disclaimer of Warranties

MCCP disclaims all warranties, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, or any representations, warranties, or guaranties relating to this Agreement or any of its activities or obligations hereunder.

13. Entire Agreement; Amendment

This Agreement represents the only Agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, whether written or oral, relating hereto. No amendment or modification of this Agreement shall be binding unless set forth in a written document signed by the parties.

14. Waiver

A waiver by either party of a breach or violation of any provision of this Agreement will not constitute or be construed as a waiver of any subsequent breach or violation of that provision or of any other provision of this Agreement.

15. Assignment

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

16. Headings

Section headings are provided solely for the convenience of the parties and shall not affect the interpretation of this Agreement.

17. Notices

All notices provided in connection with this Agreement shall be in writing and shall be deemed validly given when received if delivered personally, by fax, or when deposited in the U.S. mail for delivery by certified mail.

18. Severability

If any term of this Agreement is deemed unenforceable, void, voidable, or illegal, such unenforceable, void, voidable, or illegal term shall be deemed severable from all other terms of this Agreement, and this Agreement, as amended, shall otherwise continue in full force and effect.

19. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, except that no New York conflicts of law or choice of law provision shall apply to this Agreement.

20. Authority

Client represents and warrants that the signatory below has the full power and authority to enter into this Agreement and perform Client's obligations under this Agreement as set forth herein.

Agreed and Accepted: By clicking "I Agree," I hereby bind Client to the terms of this Agreement as of the Effective Date.