**CONSULTING AGREEMENT**

**This Consulting Agreement** ("Agreement"), is made and entered into as of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (the “Effective Date”), is made and entered into by and between **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, a Texas Professional Limited Liability Company ("Company") and **4N Healthcare Consulting, LLC** a Texas Limited Liability Company (“Consultant”) (each, a “Party” and, collectively, the “Parties”), DBA Summit Management Group.

RECITALS:

 **WHEREAS**, Company is engaged in the development of various projects and programs in and around the Dallas/Fort Worth Metroplex, Texas, and in other various locations (the “Project”); and

 **WHEREAS**, Consultant is qualified to perform the Services required by Agreement; and

 **WHEREAS,** Company desires Consultant to assist Company in the Project, and Consultant desires to accept such engagement as an independent contractor with Company pursuant to the terms and conditions hereafter set forth;

 **NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

 **1. Obligations of Consultant.**

**1.1 Consulting Services.** While this Agreement is in effect, Consultant shall provide Services as required by Company to pursue the Project. The Parties understand and agree that Consultant’s engagement hereunder is not meant to be exclusive. Consultant may engage in other activities during the term of this Agreement provided that any of such activities do not interfere with the performance of Consultant’s responsibilities under this Agreement. Consultant shall assist Company in various services as requested in support of all of Company’s affiliated entities. Consultant may be assigned advisory and/or other roles or titles for any of the current or future business entities or contractual relationships that Company has or will have, in any capacity mutually agreeable to both Company and Consultant.

 **1.2 Applicable Standards.** Consultant agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable standards set by law or established by the rules and regulations of any federal, state or local agency, department, commission, association or other pertinent governing, accrediting or advisory body having authority to set standards for Services. Also, Consultant shall perform all Services in accordance with the bylaws, rules, regulations, procedures, and policies of Company.

 **1.3 Records and Reports.** Consultant shall record promptly and maintain all information pertaining to Consultant’s performance of Consultant’s duties under this Agreement. Consultant agrees that all records and reports required by this subsection shall be the exclusive personal property of Company.

 **1.4 Representations and Warranties.** Consultant represents and warrants to Company that Consultant is not bound by any agreement or arrangement which would preclude Consultant from entering into, or from fully performing the Services required under, this Agreement;

 **1.5 Obligations of Consultant.** During the term of this Agreement, Consultant shall not solicit the services of, employ or procure on behalf of another the employment of any person currently employed by Company or under a service contract with Company or any affiliated entities where Company has ownership; nor shall Consultant engage in any other activity which would be in conflict with his obligations hereunder.

 **2. Compensation**

 **2.1 Fees.** For the Services rendered pursuant to this Agreement, Company shall pay Consultant as compensation hereunder, the fees set forth below. Notwithstanding the foregoing, no compensation shall be payable to Consultant for any services for which Consultant has not submitted such documentation as reasonably required by Company, including, without limitation, IRS Form W-9 “Request for Taxpayer Identification Number and Certification”.

 (1) Company shall pay Consultant a flat rate of **$\_\_\_\_\_** per month for the first month through the twelth month of the Agreement, **Or** the **hourly rate** based on the services needed on the costs sheet in **Appendix “A”** and

 (3) Company shall pay Consultant for reasonable and customary expenses not to exceed five hundred dollars per month without express written authorization by Company, and

 (4) Company shall pay Consultant the remaining balance amount at Termination of the Agreement and fulfill Compensation requirements for the last month of Agreement, and

 (5) Consultant will provide an invoice to the Company on a monthly basis on the last day of a month for Services that were performed and the Company shall pay the same within 7 calendar days of receipt.

 **3. Term and Termination.**

 **3.1 Term.** The initial term of this Agreement shall be for twelve months commencing on the effective date, and shall be referred to hereinafter as the “Initial Term”, unless either Party provides written notice to the other Party terminating or extending this Agreement in accordance with this Agreement.

 **3.2 Termination.**

* + 1. **Termination.** During the Initial Term either Party may terminate this Agreement upon thirty days written notice to the other Party; after the Initial Term either Party may terminate this Agreement upon thirty days written notice to the other Party.
		2. **Effect of Termination.** As of the effective date of termination of this Agreement, neither Party shall have any further rights nor obligations hereunder except: (a) as otherwise provided herein; (b) for rights and obligations accruing prior to such effective date of termination; and (c) arising as a result of any breach of this Agreement.

 **4. Status of Consultant.** Consultant shall act at all times under this Agreement as an independent contractor. The Parties agree that Company shall not have, and shall not exercise, any control or direction over the manner or method by which Consultant provides the Services. However, Consultant shall perform at all times in accordance with currently approved methods and standards for Services in the greater Dallas, Texas communities. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

 **5 HIPAA Compliance.** Consultant agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 (“HIPAA”), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Part 164, and the federal security standards contained in 45 C.F.R. Part 142 (collectively, the “Regulations”).

 **6**. **General Provisions.**

 **6.1** **Choice of Law and Venue**. This agreement has been executed and delivered in and shall be interpreted, construed, enforced and governed by and in accordance with the laws of the state of Texas. The courts of the state of Texas in the County of Collin shall be the exclusive courts of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, in connection with, or by reason of, this agreement. The parties hereby consent to the jurisdiction of such courts.

 **6.2** **Gender and Number.** Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words herein shall include the singular and plural. The term "person" when used herein shall mean an individual, partnership, joint venture, corporation, trust, government entity, and association.

 **6.3** **Notices.** All notices and other communications under this Agreement must be in writing and will be deemed given: (a) when delivered personally; (b) on the fifth business day after being mailed by certified mail, return receipt requested; (c) the next business day after delivery to a recognized overnight courier; or (d) upon transmission and confirmation of receipt by facsimile if sent by facsimile, to the Parties at the following addresses or facsimile numbers (or to such other address or facsimile number as such Party may have specified by notice given to the other Party pursuant to this provision). Rejection or other refusal to accept or the inability to deliver because of a changed address of which no notice was given in accordance with the provisions hereof, shall be deemed to be receipt of the notice sent.

 If to Company

 If to Consultant 4N Healthcare Consulting, LLC

 1484 Bent Tree Dr.

 Frisco, TX 75036

 **6.4** **Legal Fees and Costs.** In the event either Party brings any action for relief against the other, declaratory or otherwise, arising out of this Agreement (including actions to enforce and interpret this Agreement), the non-prevailing Party shall pay to the prevailing Party, in addition to any other relief to which such Party shall be entitled, a reasonable sum for attorneys’ fees incurred in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain specific provisions providing for the recovery of attorneys’ fees and costs incurred in enforcing such judgment, in addition to any other relief to which such Party shall be entitled.

 **6.5** **Counterparts.** This Agreement may be executed in one or more counterparts for the convenience of the Parties, each of which will be deemed an original, but all of which together will constitute one and the same instrument. No signature page to this Agreement evidencing a Party’s execution hereof will be deemed to be delivered by such Party to the other Party until such delivering Party has received signature pages from the other Party.

 **6.6** **Waiver.** No delay or omission by either Party to exercise any right hereunder shall impair such right or be construed as a waiver thereof. All remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity or otherwise.

 **6.7** **Captions.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

 **6.8** **Assignment; Binding Effect.** Parties shall not assign nor transfer or delegate, in whole or in part, this Agreement or any rights or obligations under this Agreement without the prior written consent of Parties, and any assignment or transfer by Consultant without such consent shall be null and void. However, in no event shall any assignment by Company hereunder reduce or otherwise adversely affect any of the rights of Consultant or change or alter any of the obligations under this Agreement. Any assignment by Company shall not be effective unless and until the party receiving the assignment expressly assumes in writing all of Company’s obligations hereunder. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective heirs, representatives, successors and permitted assigns.

 **6.9** **Compliance.** The Parties represent and warrant to each other that none of the terms or conditions of this Agreement are intended to violate any law, rule or regulation, state or Federal, including, without limitation, the Federal Anti-Kickback Law (42 USC § 1320a-7b), the Ethics in Patient Referrals Law (“Stark”) (42 USC § 1395nn) or the Texas Illegal Remuneration Law (TX. Occ. Code § 102.001 *et seq.*).

 **6.10** **Financial Obligations.**  Consultant shall not incur any financial obligation on behalf of Company without the prior written approval of Company.

 **6.11 Additional Assurances.** Except as may be herein specifically provided to the contrary, the provisions of this Agreement shall be self-operative and shall not require further agreement by the Parties; provided, however, at the request of either Party, the other Party shall execute additional instruments and take additional actions as are reasonable and as the requesting Party may deem necessary to effectuate this Agreement.

 **6.12** **Consents, Approvals and Exercise of Discretion.**  Except as may be herein specifically provided to the contrary, whenever this Agreement requires any consent or approval to be given by either Party, or either Party must or may exercise discretion, the Parties agree that such consent or approval shall not be unreasonably conditioned, withheld or delayed, and such discretion shall be reasonably exercised in good faith.

 **6.13 Force Majeure**. Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either Party's employees, or any other similar cause beyond the control of either Party.

**6.14** **Entire Agreement/Amendment.**  This Agreement supersedes all previous agreements (written or oral), and constitutes the entire agreement of whatsoever kind or nature between the Parties respecting the within subject matter, and no Party shall be entitled to benefits other than those specified herein. As between the Parties, no oral statements or prior written material not specifically incorporated herein shall be of any force and effect; the Parties specifically acknowledge that in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement and no others. All prior representations or agreements, whether written or verbal, not expressly incorporated herein are superseded. This Agreement may not be amended, supplemented, canceled or discharged except by written instrument executed by the Parties.

 **6.15** **Severability.** In the event any provision(s) of this Agreement is held to be invalid, illegal, or unenforceable for any reason and in any respect, if the extent of such invalidity, illegality or unenforceability does not destroy the basis of the bargain herein, such invalidity, illegality, or unenforceability shall in no event affect, prejudice, or disturb the validity of the remainder of this Agreement, which shall be in full force and effect, enforceable in accordance with its terms as if such provisions had not been included, or had been modified as provided below, as the case may be. To carry out the intent of the Parties as fully as possible, the invalid, illegal or unenforceable provision(s), if possible, shall be deemed modified to the extent necessary and possible to render such provision(s) valid and enforceable. In the event this Agreement cannot be modified to the satisfaction of the Parties, then either Party may terminate this Agreement upon ten days written notice.

 **6.16 Rules of Construction.** The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement, and the Parties hereby agree that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits, certificates and schedules hereto. The terms "include" and "including" shall mean without limitation by reason of enumeration. The terms "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to a particular part or subdivision thereof unless otherwise clearly indicated. All references in this Agreement to Dollars or monetary payment shall be deemed to refer to U.S. Dollars.

 **6.17 Reproduction.** This Agreement may be reproduced by any means or process including electronic or mechanical means. Any reproduction shall be admissible into evidence as the original itself in any litigation without regard to whether the original is in existence. If a Party signs this Agreement and then transmits an electronic facsimile of the signature page, the recipient may rely upon the electronic facsimile as a signed original of this Agreement without modification or change unless the same is noted thereon.

 **6.18 No Third Party Beneficiaries.**  Nothing in this Agreement, expressed or implied, gives any person or entity other than the parties to this Agreement any legal or equitable right, remedy, privilege, immunity or claim under this Agreement.

**Appendix “A”**

**Services included in full Consulting Agreement**

**Cost Sheet**

**Supply Order Management:** As a general rule Supply Order Management is included in the Consulting fee. As a separate and individual service this will be charged at **$40 per hour.**

 **This service includes Medical and Office supply order management to assist in getting the best**

 **cost on supplies from our contacts.**

**Vendor Management:** As a general rule Vendor Management is included in the Consulting fee. As a separate and individual service this will be charged at **$40 per hour.**

 **This service includes the management of vendors that service the Practice to ensure that services are**

 **being maintained, contracts are renewed, costs are managed.**

**Accounts Payable:** As a general rule Accounts Payable is included in the Consulting fee. As a separate and individual service this will be charged at a rate of **$50 per hour.**

 **This service includes the oversite of all Accounts Payable to ensure that accounts are paid, that the**

 **Practice is not overcharged or is not paying for services that are not meeting the needs of the practice**

 **any longer.**

**Marketing:** As a general rule Marketing is included in the Consulting Agreement fee. As a separate and individual service this will be charged at a rate of **$50 per hour.**

**This service includes Physician to Physician marketing and digital, social medial marketing.**

**Billing/RCM:** As a general rule Billing and RCM oversite is included in the Consulting fee. As a separate and individual service this will be charged at a rate of **$60 per hour.**

**This service includes oversite of charge entry, submission of claims and patient collections as well as consulting with PM and Providers to introduce Ancillary to ensure best possible outcome of revenue.**

**HR:** As a general rule HR is included in the Consulting fee. As a separate and individual service this will be charged at a rate of **$65 per hour.**

 **This service includes general HR oversite, hiring, termination assistance. Annual reviews, employee**

 **performance reviews, disciplinary action.**

**Compliance:** As a general rule Compliance is included in the Practice Management fee. As a separate and individual service this will be charged at a rate of **$70 per hour.**

**This service includes Practice compliance oversite in HIPAA, OSHA, CPR, ACLS, TB, Hepatitis B, and general office compliance.**

**Credentialing:** As a general rule Credentialing is included in the Consulting fee. As a separate and individual service this will be charged at a rate of **$70 per hour.**

 **This service includes Credentialing packet oversite and submission to new facilities for privileges.**

**Practice Operations:** As a general rule this is included in the Consulting fee. As a separate and individual

 service this will be charged at **$70 per hour.**

**This service includes Consulting and development of an Operations Manual with the Practice Manager to effectively designate the purpose of the work, specify the steps needed to be taken while doing that work, and summarized the standards associated with both the process and the result.**

**Staff Recruitment:** As a general rule Staff Recruitment is included in the Consulting fee. As a separate and individual service this will be charged at a rate of **20% of Annual base salary.**

 **With this service we will recruit vet, interview, submit for practice interview, set up drug screen**

 **Obtain all new hire paperwork/credentialing information, practice orientation.**

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date last signed below.

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| --- | --- |
|  **“COMPANY”**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **“CONSULTANT”****4N Healthcare Consulting, LLC**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |