

MEDISYS

REHABILITATION, INC.

Fee Schedule Contract

RE: _____
(Please fill in the name of the case and the cause number)

We, the undersigned firm, hereinafter called "Client," by execution of this Contract, have this the _____ day of _____, 20____, employed MediSys Rehabilitation, Inc., hereinafter called "MRI," to perform professional services in reference to the above-captioned matter.

I. FEE SCHEDULE: The below charges are estimated fees. Client acknowledges that the retainer will be used to pay any amounts due for professional fees, administrative costs, and out-of-pocket expenses incurred. Client agrees to reimburse MRI for all expenses incurred on Client's behalf, including Physician Consultation. The file will not be formally opened and services will not be initiated until the retainer is received. The retainer is nonrefundable after services are initiated. The flat fees below reflect up to twenty (20) hours of file review and the production of the report. We reserve the right to bill at the appropriate hourly rate for any and all additional time spent on the file. Production of a Life Care Plan may necessitate an evaluation (e.g., NPE, IME), which incurs a separate fee.

Please indicate requested services by checking the appropriate boxes below.

Retainer Requirements to Initiate Services

Hourly Services: File Review and Consulting Services	\$1,500.00	<input type="checkbox"/>
Flat Fee Services: Cost Analysis, Life Care Plan, or Evaluation/Exam	\$4,000.00	<input type="checkbox"/>

A. File Review and Consulting Services

<input type="checkbox"/> Professional staff	\$150.00 - \$350.00 per hour
<input type="checkbox"/> MD / Physician	Specialty Dependent

B. Life Care Plan and Cost Analysis

<input type="checkbox"/> Cost Analysis (includes 20 hours of file review)	\$6,000.00
<input type="checkbox"/> Life Care Plan with Cost Analysis	\$10,000.00

C. Psychological or Neuropsychological Evaluation

<input type="checkbox"/> Psychological	\$4,000.00
<input type="checkbox"/> Neuropsychological (ages 6 and up)	\$4,500.00
<input type="checkbox"/> Neuropsychological (child below age 6)	\$4,000.00

D. MD / Physician IME (Independent Medical Exam) Specialty Dependent

E. Deposition and Trial Testimony

Testimony time is scheduled only upon receipt of account balance and prepayment of the deposition fee. The flat fee includes up to ten (10) hours of time, including preparation before, and review/sign afterwards. Additional time required will be billed at the standard hourly billing rate.

Professional Staff	\$1,500.00 - \$4,000.00
MD / Physician	Specialty Dependent

F. Travel

Services that require travel away from Austin are billed for a full calendar day and not for any increments of time thereof. Any additional time required to complete the service requested will be billed at the standard hourly billing rate. Travel expenses will be billed separately. Air travel outside of Texas will be Business Class. The per-day fee is billed as follows:

Professional Staff	\$1,500.00 - \$3,500.00
MD / Physician	Specialty Dependent

II. EXPEDITED SERVICES: Services that must be completed thirty (30) days or fewer from the date of the request are considered expedited. There is a 25% surcharge for all expedited services. This service charge will be applied to the total bill of the requested service and payment in full is due prior to initiation of the work.

III. CANCELLATION POLICY: (Scheduled Services, Deposition, and Trial Testimony)

- A. Notification eight (8) or more days before the scheduled service:
No cancellation fee
- B. Seven (7) days to forty-eight (48) hours prior to the scheduled service:
50% of scheduled fee
- C. Fewer than forty-eight (48) hours prior to scheduled service:
100% of scheduled fee

IV. COMPENSATION: It is hereby specifically agreed that payment of all fees and expenses as outlined herein are the full responsibility of the Client. Bills submitted shall be payable within thirty (30) days, unless otherwise noted. MRI reserves the right to employ any remedy available to ensure Client’s full performance and payment of all obligations pursuant to this Contract. Should MRI find it necessary to resort to litigation in order to collect any outstanding balance owed pursuant to this Contract, Client shall be liable for reasonable attorney fees, costs, and expenses thereby incurred. Venue for such action shall be in Austin, Travis County, Texas.

V. FINANCE CHARGE: Any unpaid balance, if not paid in thirty (30) days of the billing date, will be subject to a finance charge computed on the balance past due. The rate of the finance charge is an Annual Percentage Rate of eighteen percent (18%). The interest will accrue until the full amount of all services, expenses, and finance charges thereon are paid in full. The minimum monthly finance charge

shall be one dollar (\$1.00) and the maximum will not exceed the highest rate permitted by law. The construction, performance, and enforcement of the terms and conditions of this Contract shall be governed by the laws of the State of Texas.

VI. RECORDS: MRI requires that medical records be provided in digital, portable document format (PDF). MRI will charge a processing fee if records are sent in hard copy. The cost of converting hard copy to digital format will be passed on to the client. After the case is concluded, MRI is authorized to destroy the received records, Client's file, and any original papers remaining in MRI's possession unless specifically instructed by Client to the contrary.


VII. PARTIES BOUND: This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by law.

VIII. LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been herein contained.

IX. PRIOR CONTRACTS SUPERSEDED: This Contract constitutes the sole and only agreement of the parties hereto, and supersedes any prior understandings, written or oral, between the parties respecting the subject matter herein.

X. EXECUTION: Please execute this Contract and return it to this office immediately. Keep a copy for your records. Work on the requested services will begin upon receipt of the executed Contract, the appropriate retainer, records (medical, vocational, and educational), and the Patient Information Form.

Agreed and Accepted by:

_____	<u>MEDISYS REHABILITATION, INC.</u>
<i>Contracting Agency / Firm Name</i>	<i>Contracting Agency / Firm Name</i>
_____	
<i>Signature</i>	<i>Signature</i>
_____	<u>Leigh Anne Levy, RN, MSN, CEN, CLCP</u>
<i>Printed Name</i>	<i>Printed Name</i>
_____	<u>Owner, Clinical Director</u>
<i>Title</i>	<i>Title</i>