

CONSULTATION AGREEMENT

M.P.E.C.S. • P.O. Box 899 • Pleasant Grove, Utah 84062-0899 • www.mpecs.org

By and Between (the "Consultant"):

Jim Meeks, P.A.-C. • M.P.E.C.S.
Medical Professional Education and Consultation Services
P.O. Box 899
Pleasant Grove, UT 84062-0899
PracticeProfitability@mpecs.org
www.mpecs.org

and (the "Client"): (please provide complete name and address information here)

CONSULTATION AGREEMENT

This Consultation Agreement ("Agreement") is entered into as of _____, 20____, by and between Client, and Consultant.

RECITALS

1. Consultant has expertise in the area of the Client's business and is willing to provide consulting services to the Client.
2. The Client is willing to engage Consultant as an independent contractor, and not as an employee, on the terms and conditions set forth herein.

AGREEMENT

In consideration of the foregoing and of the mutual promises set forth herein, and intending to be legally bound, the parties hereto agree as follows:

1. Engagement.
 - a. The Client hereby engages Consultant to render, as an independent contractor, consulting services related to documentation, coding, office/practice management and related topics and such other services as may be agreed to in writing by the Client and Consultant from time to time.
 - b. Consultant hereby accepts the engagement to provide consulting services to the Client on the terms and conditions set forth herein.
2. Term. This Agreement will commence on the date first written above, and unless modified by the mutual written agreement of the parties, shall continue until the satisfactory completion of Consultant's services. Either party may terminate this Agreement upon 10 days written notice to the opposite party.
3. Compensation/fees.
 - a. In consideration of the services to be performed by Consultant, the Client agrees to pay Consultant for said services, payable in legal funds of the United States upon completion of this agreement:
 - i. Onsite Workshop \$2,250.00 (up to 6 hours/one day)
 - ii. Workshop materials billed at 20% off internet price
 - iii. Hourly consultation services \$200.00 per hour above and beyond the 6 hours workshop time frame
 - iv. A retainer of \$1,000.00 is payable at time of execution of agreement. Non-refundable if agreement cancelled after travel arrangements are finalized.
 - b. **Expenses** incurred by Consultant in connection with this consultation **shall be reimbursed** by Client to Consultant upon completion of consultation; Including but not limited to per diem (\$45.00/day max), travel time, air and ground transportation, lodging and any other itemized expenses.
4. Representations and Warranties. Consultant represents and warrants (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking this relationship with the

Client, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Consultant has not entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

5. Attorney's Fees. Should Consultant, or any heir, personal representative, successor or assign of Consultant, resort to litigation to enforce this Agreement, the Consultant upon prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover his reasonable attorneys' fees and costs in such litigation from the Client.
6. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.
7. Amendment. This Agreement may be amended only by a writing signed by Consultant and by a representative of the Client duly authorized.
8. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
9. Rights Cumulative. The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by Consultant (or by his successors), whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.
10. Nonwaiver. No failure or neglect of Consultant in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by Consultant must be contained in a written instrument signed by the Consultant
11. Agreement to Perform Necessary Acts. Consultant agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
12. Assignment. This Agreement may not be assigned by Client without the Consultant's prior written consent.
13. Compliance with Law. In connection with his services rendered hereunder, Consultant agrees to abide by all federal, state, and local laws, ordinances and regulations.
14. Independent Contractor. The relationship of Consultant to Client is that of independent contractor under a "work for hire" arrangement. This Agreement is not authority for Consultant to act for the Client as its agent or make commitments for the Client. Consultant will not be eligible for any employee benefits, nor will the Client make deductions from fees to the Consultant for taxes, insurance, bonds or the like. Consultant retains the discretion in performing the tasks assigned, within the scope of work specified.
15. Taxes. Consultant agrees to pay all appropriate local, state and federal taxes.
16. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Utah.

Continued on page 2 . . .

17. SCHEDULING:

a. Requested date(s) of consult:

Date: _____

Time: _____

b. Location/Address: _____

c. Client Contact Name: _____

d. Client Contact # _____

e. E-mail address: _____

e. Recommended Hotel: _____

1. Address: _____

2. Reservations phone number: _____

18. ACCEPTANCE:

As the authorized representative of the Client , I acknowledge acceptance of all terms and conditions as outlined in this Consultation Agreement.

Signature: _____

Printed/typed name: _____

COMMENTS/REQUESTS:

Please make any comments, provide special instructions, ask questions or request any additional services here.

19. INSTRUCTIONS:

Once all of the required information has been reviewed and accepted, an authorized representative of the Client must sign this acceptance agreement.

For immediate scheduling of Consultation, fax to Consultant and then return BOTH PAGES of this agreement by mail. Please, keep a copy for your records.

*Fax to: Attn:Jim Meeks
801-426-8142*

Consultant must receive the retainer (\$1,000.00) as indicated in 3a on page one of this CONSULTATION AGREEMENT at the time of execution of this agreement. Payment may be made by credit card. Please provide credit card information below.

Confirmation of date, time and location will be communicated immediately to the indicated "Client Contact" and travel arrangements (if required) etc. will be arranged immediately by Consultant.

In order to secure the most economical air fare and other travel arrangements, a minimum of three weeks lead time is strongly recommended. In the event of cancellation, NO refund of retainer will be possible after travel arrangements are made by consultant.

If any questions arise, please feel free to contact me at any time. I look forward to serving your needs.

Jim Meeks, PA-C

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and Consultation Services
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801-915-4447

CREDIT CARD INFORMATION FOR RETAINER:

Type of credit card: Visa MC Discover Am Exp. (Circle one)

Credit Card number: _____

Name on Credit Card: _____

Expiration Date: _____

Complete billing address of card:

Deposit amount: _____

Signature of cardholder: _____