

# MEDISYS

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## 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.

#### **DEFINED TERMS**

**I. OVERVIEW:** 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 outlined in Section V, Part B of the Fee Schedule 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.

**II. CASE TYPE:** Please specify the case type.

- ☐ Plaintiff Case  
☐ Defense Case - All defense cases are considered a file review and billed at the hourly rates indicated in Section V, Part A of Fee Schedule.

**III. REPORT DUE DATE:** Please specify the date the report is needed.

Date Report Needed By: \_\_\_\_\_

Cases due within 30 days from receipt of retainer, records and executed Fee Schedule Contract are considered expedited and the Expedited Services fee surcharge applies.

#### **IV. RETAINER REQUIREMENTS:**

Retainer for Any Service **\$10,000.00** ☐

**V. FEE SCHEDULE:** The below charges are estimated fees Please indicate requested services by checking the appropriate boxes below.

**A. File Review, Consulting Services, Analysis of A Life Care Plan (Hourly)**

- |                          |                        |                     |
|--------------------------|------------------------|---------------------|
| <input type="checkbox"/> | File Review Services   |                     |
|                          | MD / Physician / Ph.D. | Specialty Dependent |
|                          | Ms. Leigh Anne Levy    | \$450 per hour      |

**B. Life Care Plan and Cost Analysis (Flat Fee)**

- |                          |   |                     |
|--------------------------|---|---------------------|
| <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         |
|                          | File review hours over 20 hours are billed per hour | Specialty Dependent |

**Work performed after Report Distribution**

Revised/Updated Life Care Plan/Supplemental Report	\$6,000.00-\$10,000.00
Additional file review of new records, re-evaluation, etc., are billed at an hourly rate.	Specialty Dependent

**C. Psychological or Neuropsychological Evaluation (Flat Fee)**

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

**D. Vocational Evaluation (Flat Fee)**

- |                          |                       |            |
|--------------------------|-----------------------|------------|
| <input type="checkbox"/> | Vocational Evaluation | \$5,000.00 |
|--------------------------|-----------------------|------------|

**E. Past Medical Billing Analysis (Flat Fee)**

- |                          |                      |            |
|--------------------------|----------------------|------------|
| <input type="checkbox"/> | Past Medical Billing | \$4,500.00 |
|--------------------------|----------------------|------------|

**F. Economist**

- |                          |           |            |
|--------------------------|-----------|------------|
| <input type="checkbox"/> | Economist | \$4,000.00 |
|--------------------------|-----------|------------|

**G. Case Management/Assessment**

Specialty Dependent

**H. MD / Physician IME (Independent Medical Exam)**

Independent Medical Exam	Specialty Dependent
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**I. Deposition**

Any new records received less than fourteen (14) days prior to deposition, will incur an expedited fee. A deposition is scheduled only upon receipt of account balance and prepayment of the deposition fee.

MD / Physician / Ph.D.	Specialty Dependent
Ms. Leigh Anne Levy	
Oral or Video Deposition 1 <sup>st</sup> hour (or any part thereof) up to 4 hours	\$4,500.00 Flat Fee

Each additional hour, (or any part thereof), over 4 hours \$1,500.00 per hour

**J. Trial Testimony/Trial Deposition**

MD / Physician / Ph.D.

Specialty Dependent

Ms. Leigh Anne Levy

\$6,500.00 per day

**K. Travel**

Services that require travel away from Cedar Park, Texas, 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:

MD / Physician / Ph D.

Specialty Dependent

Ms. Leigh Anne Levy

\$4,500.00 per day

**VI. EXPEDITED SERVICES:** Services that must be completed thirty (30) days or fewer from the Report Due Date are considered expedited. Expedited Services will incur a 25% surcharge. This service charge will be applied to the total bill of the requested service. All expedited services require an additional \$5,000.00 retainer and the retainer must be received prior to initiation of work. If the retainer is not received within five (5) days of hire, MRI will not be able to assist with the case.

**VII. 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**

**VIII. COMPENSATION:** It is hereby specifically agreed that payment of all fees and expenses as outlined herein are the full responsibility of the Client. MRI will not bill third parties not covered in this agreement. 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 Cedar Park, Williamson County, Texas.

**IX: BILLING INFORMATION:** Please provide the best contact information for invoicing/billing matters.

Accounting Contact Name:
Accounting Email:
Accounting Phone Number:
Accounting Mailing Address:

**X. 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.

**XI. 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. To avoid the expedited surcharge, all records are due 30 days prior to the report due date.

**XII. MISCELLANEOUS:** Where circumstances reasonably allow, the Client will provide MRI with prompt notice of any Daubert motions, Frye motions, motions in limine, or other pre-trial motions made by other parties or persons to restrict, exclude or in any way limit MRI's testimony or MRI's participation in the underlying legal matter. The Client will notify MRI within fourteen (14) business days of case closure, settlement, or conclusion. Failure to do so does not negate any balance owed.

**XIII. 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.

**XVI. 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.

**XVII. 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.

**XVIII. 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:***

\_\_\_\_\_  
*Contracting Agency / Firm Name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

MEDISYS REHABILITATION, INC.

\_\_\_\_\_  
*Contracting Agency / Firm Name*

\_\_\_\_\_  
*Signature*

Leigh Anne Levy, RN, MSN, CEN, CLCP  
*Printed Name*

Owner, Clinical Director

\_\_\_\_\_  
*Title*