

**Jeffrey Bertsch and Associates**  
**Hyperbaric Consulting Activities and Deliverables**

Section I describes service deliverables to be performed during the Planning and Development Phase of this Agreement. Sections II & III contain service deliverables to be performed during the Implementation and Post-Opening Phase of this Agreement. Section IV of this document contains conditions required for Contractor to perform the services set out in Sections I, II, and III of this document.

The services to be performed by the Contractor relate to the development of an operational hyperbaric oxygen program, consisting of an ambulatory center specializing in hyperbaric oxygen therapy and treatment including the development of operational protocols, training and education of appropriate staff (clinical, nursing and medical staff), and provision of consultation services.

**I. PROGRAM DEVELOPMENT**

- A. Delivery of Care: provide conceptual framework
- B. Budget: provide sample as guideline
- C. Operations: process oversight, guidance (ongoing)
- D. Engineering: participate in design, layout of physical plant(s)
- E. Materials Management:
  - provide information for purchasing
  - guide purchasing of equipment and supplies
  - advise on placement and patterns of delivery/tracking
- F. Finance:
  - provide sample charge master with coding related to hyperbaric oxygen
- I. Program Direction:
  - mentor lead clinical and operations staff during setup phase
  - develop staffing model and advise on adjustments
  - prepare job descriptions based on customized model
  - interview and select physicians for staffing
  - establish model for physician coverage
  - plan logistics of operating center
- J. Human Resources:
  - provide design and required data for job descriptions
  - guide timing of staff selection and development process
  - interview, assess, recommend staff (in collaboration with Customer)
- K. Nursing or Clinical:
  - collaborate with and include in the development process
  - provide in-house hyperbaric consults with nurse participation as an extension of the hyperbaric program
  - work with Infection Control in planning and development

- L. Medical Records:
  - suggest format for documentation, data collection and outcome reporting
- M. Education:
  - provide education curriculum; nursing and medical
  - educate and train center staff in preparation for opening
  - seminar series; physician mentoring
- O. Marketing, community education:
  - advise and recommend on strategies, roll-out
  - perform speaking engagements, mentor clinical staff meet with potential referral sources, physicians
- P. Data collection:
  - provide input on data acquisition.

## II. **PROGRAM LAUNCH and IMPLEMENTATION**

- A. Open Center
  - Target Date \_\_\_\_\_
- B. Care Delivery and Staff Education (concurrent):
  - mentor administrative and management duties with Clinical Coordinator(s)
  - instruct staff via lecture, laboratory, mentored care
  - provide timely and continual roll-out of curriculum
  - consult in-house with medical staff on hyperbaric patients
  - attend a national seminar with Clinical Coordinator(s) (mentored attendance)
  - implement competence standards for specialized care
- C. Center Operations (concurrent):
  - assist in development of hyperbaric operations -- staffing, scheduling, communication, patient information, environmental services, documentation, photography, data collection
  - teach competencies for office management and technical staff
  - tailor supply inventory and equipment flow
- D. Finance and Billing :
  - instruct/guide staff in accurate documentation
- E. Data collection:
  - facilitate integration and use within clinic
  - organize and oversee information storage to facilitate optimum outcome reporting
- F. Benchmarks and performance targets:
  - prevalence and incidence (in-house) when indicated
  - staff performance (seminars/practicum)
  - hyperbaric related CPT and ICD-9 codes for acute care setting
  - increased admissions through referral's from community

### III CONDITIONS UPON WHICH SERVICES ARE BASED:

- A. “Point person” and “Communication with Senior Management”:  
JEFFREY BERTSCH & ASSOCIATES finds that a smooth transition towards opening is best facilitated by a pro-active individual from within the Customer system to act as liaison and guide for the project. In addition to a designated point person, JEFFREY BERTSCH & ASSOCIATES appreciates direct access to and communication with senior management whenever such access and/or communication is reasonably necessary; and assumes that senior management will provide timely supportive response to requests for troubleshooting or assistance.
- B. “Office Space” and Administrative Assistance:  
In order to provide efficient service, JEFFREY BERTSCH & ASSOCIATES appreciates access to office space on customer’s campus or facility including use of a telephone, hook-up for portable desk-top computer, and internet access.
- C. “Teaching Locations”:  
It is understood and agreed that JEFFREY BERTSCH & ASSOCIATES, based on consultation with Customer, should select on or off site locations for teaching of customer’s personnel. This space should consist of a classroom area capable of allowing slide projection and access to a hyperbaric chamber.
- D. “Transitional Management Role”:  
JEFFREY BERTSCH & ASSOCIATES prefers a “transitional management role” consisting of supportive action along with supervisory staff, with respect to clinical staff at customer’s clinic during the Development and Implementation Phases of the contract. This “transitional management role” should also include participation by JEFFREY BERTSCH & ASSOCIATES in making clinical staff hiring (and firing) decisions and should include the support of Human Resources Department and facility leadership in the selection, evaluation, and termination of clinical staff and support personnel.
- E. “Purchasing Decisions”:  
Purchasing decisions for the hyperbaric center will be compatible with facility buying agreements, provided that total quality of care and outcomes are not jeopardized. Customer agrees that it will accept JEFFREY BERTSCH & ASSOCIATES purchasing recommendations when JEFFREY BERTSCH & ASSOCIATES presents reasonable information concerning any purchasing decision that JEFFREY BERTSCH & ASSOCIATES believes will result in compromised quality of care and outcomes.
- F. “Billing & Coding Decisions”:  
JEFFREY BERTSCH & ASSOCIATES is an independent contractor and is not functioning in a management capacity under its contract with Customer. Accordingly, JEFFREY BERTSCH & ASSOCIATES cannot and does not make actual billing and coding decisions for or in conjunction with the Customer. The hyperbaric-care related

coding and billing information provided by JEFFREY BERTSCH & ASSOCIATES is intended solely as and for suggestive guidelines for the Customer's consideration. JEFFREY BERTSCH & ASSOCIATES disclaims any warranty or representation concerning that information and recommends that the information be reviewed internally in the same manner as other billing and coding determinations are made within the Customer. In this respect, any decisions concerning actual coding and billing procedures are to be made by the Customer, in its sole discretion, without any recourse to JEFFREY BERTSCH & ASSOCIATES. It is strongly recommended that the Customer consult with all appropriate Customer personnel, including, without limitation, its Compliance Review Department, Legal Department, Finance Department and other departments that are involved in "the Customer's decision making process regarding coding and billing, prior to making final decisions regarding the content of billing and coding forms and procedures.

G. "Physician Leadership and Staffing":

JEFFREY BERTSCH & ASSOCIATES prefers to be directly involved in the selection, evaluation, and granting of physician privileges to those who are to provide care in the hyperbaric center that is to be developed under this contract. In this respect JEFFREY BERTSCH & ASSOCIATES' evaluation will be designed to assure physician support, availability, and collaboration with advanced hyperbaric treatment philosophy and protocols of JEFFREY BERTSCH & ASSOCIATES.

H. "Access to Information":

JEFFREY BERTSCH & ASSOCIATES requests information related to the hyperbaric center's activity should be made available to on-site professional personnel.

MATERIALS:

Hyperbaric Medical Review for Board Certification Exams  
Product Database (formulary)  
Clinic Policies and Procedures  
Seminar and Practicum Curricula  
Forms (designed, customized to system)

**Section IV COMPENSATION**

**Fees and Expenses to be paid to Contractor**

1. Contractor will be compensated as follows for the services to be rendered.
2. The fee for the Planning and Development Phase of the work to be performed will be \$29,950 to be paid to the Contractor using the payment schedule listed below. In the event that the Customer's actions or omissions cause the Planning and Development

Phase to take longer than ninety days to complete, the Contractor will be compensated at a rate of forty-five dollars (\$45) per hour, capped at a total of \$5,000 payable on the 15<sup>th</sup> day of the month during any such extended time period applicable to the Planning and Development Phase. Notwithstanding the foregoing, the Contractor will not be entitled to any additional compensation if the delay in completing its Planning and Development deliverables within ninety (90) days, or any reasonable extension thereof, is solely the fault of the contractor.

***Fees and Payment Schedule***

<b>PAYMENT SCHEDULE—\$29,950.00 PLANNING &amp; DEVELOPMENT PHASE</b>	
Upon execution of contract	\$10,000
Upon submission of operational documents	\$8,500
Upon completion of training and testing	\$8,500
Upon completion of Planning & Development Phase	\$2,950
<b>TOTAL</b>	<b>\$29,950</b>

- ❖ Customer will reimburse Contractor for all travel, lodging and related expenses incurred in furtherance of the services to be performed.\*
  - ❖ Customer will also pay the reasonable travel expenses of other Companies utilized by the Contractor with the Customer’s prior approval. Payment for travel and accommodations will be made upon completion of program.
  - ❖ Above fee includes an additional 10 hours of telephone or on-line support after Planning & Development Phase is complete.
  - ❖ Any spare or replacement items, which may be required for the operation of the hyperbaric chamber program or service, are not provided in this quote.
  - ❖ **Cancellation policy:** If program is cancelled notification must be made in writing to the Contractor at least 30 days prior to the course start date. The Customer’s deposit will be refunded, less a \$500 cancellation fee. If notification is less than ten (10) days prior to the scheduled start of the project, the entire deposit shall be forfeited, plus the cost of any expenses incurred for this project or program.
- a. In the event that the Planning and Development Phase takes longer than ninety (90) days to complete, then, in that event, Contractor will be compensated at the rate of \$7500.00 per month payable on the 15<sup>th</sup> day of each month during any such extended time period applicable to the Planning and Development Phase, pro-rated for any partial month of services. Notwithstanding the foregoing, Contractor will not be entitled to said additional compensation if the delay in completing its Planning and

Development deliverables within ninety (90) days, or any reasonable extension thereof, is solely the fault of the Contractor.

- b. Customer will reimburse Contractor for all reasonable travel, lodging and related expenses incurred in furtherance of the services to be performed. Customer will also pay the reasonable travel expenses of other Companies utilized by the Contractor with the Customer's prior approval.
- c. Further with respect to expenses, it is contemplated that one or more of Contractor's principal service providers will be spending portions of their time working at Customer during the course of this agreement. Therefore, it is understood and agreed that Customer will provide and pay for suitable lodging for such persons as a part of the travel and related expenses referred to in paragraph 2e) above. Such lodging is preferred in the vicinity of Customer to facilitate the lodging needs of Contractor's principal service providers. The parties understand and agree that the Contractor's principal service providers require a washer and dryer, telephone service with long distance, and a modem line. In addition, the parties understand and agree that the Contractor's principal service providers have expressed a requirement that a separate computer and modem line be available within the facility for their use.

**Implementation Phase –**

- 1. The fee for the work to be performed during the Implementation Phase of this agreement will be as follows:
  - a. \$80 per hour, on sight, plus travel and accommodations, not to exceed \$7500 per month.
  - b. \$50 per hour for work performed on-line or for phone consultations.
  - c. Contractor may also provide hyperbaric operational services as though Contractor were a member of the staff of Customer in order to instruct or mentor. In the event that Contractor is obligated to provide staff relief, then, in any such event, Customer shall pay to Contractor the sum of \$80 per hour for all such hours of staff relief services.
  - d. In addition, Customer will reimburse Contractor for all travel and related expenses in the same manner as specified hereinabove with respect to the Planning and Development Phase of this agreement, in paragraphs 2e) and 2f) respectively.

\_\_\_\_\_  
Jeffrey J. Bertsch

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer

\_\_\_\_\_  
Date