



SERVICE AGREEMENT FOR HEALTH INSURANCE CLAIMS PROCESSING

This agreement is made by and between **AGT MEDICAL BILLING SOLUTIONS, LLC** (called “Billing Center”) located in Tamarac, FL, and _____, (called “Provider”) located at _____, __, on this day of _____, 20__.

Billing Center agrees to provide services to provider designed to effectuate the filing of medical insurance claims with governmental authorities and private commercial carriers through electronic and manual means (Claims Processing), and also offers direct billing services to the patient (Billing Services).

Provider desires to engage Billing Center to provide Claims Processing and/or Billing Services as set forth herein.

The parties agree as follows:

1. BILLING CENTER RESPONSIBILITIES:

- ***Insurance Claims Processing:*** Billing Center will file, process, follow up and collect Provider’s claims and provide a computer-generated report identifying the total transactions as requested by the Provider. The claims will be processed within 4 business days (usually in 24 hours), excluding those that contain errors for which billing service has received inadequate or incorrect information, from the date of receipt at Billing Center. Claims received after 4:00pm will be marked as received the following business day. Billing Center will request corrected information from Provider immediately upon realization that any claim is deemed not able to process. In the event that claims will be held for more than four days, Billing Center will notify Provider, in writing, the reason or cause of such delay and will make every effort to rectify and send claims as soon as possible.
- ***Patient Billing Services:*** Billing Center will generate statements to patients that have a balance remaining after insurance payments and adjustments are posted. Statements are generated in PDF and sent electronically FREE to the Provider on a monthly basis. If Provider prefers that **AGT MEDICAL BILLING SOLUTIONS, LLC** mails patient statements directly to patients, additional fee per statement applies as stated under item 3.

2. PROVIDER RESPONSIBILITIES:

- Provider agrees to provide information necessary to allow Billing Center to effectively process insurance claims. This includes information regarding patients including diagnosis, procedures, and their insurance information & coverage. Billing Center shall not be responsible for any delay in or inability to collect claims due to insufficient or inaccurate information provided by provider or his/her staff.

- Provider agrees to provide billing information to Billing Center daily or once a week at minimum. Provider agrees to transmit billing information directly to the Billing Center via fax or through a secure Online document sharing center. Billing Center may also pick-up billing information at the office of the Provider as deemed necessary and feasible.
- The Provider will be responsible for verifying that the patient charges are correct and reflect the services performed on the date of service.
- Provider shall make every effort to collect patient co-pays and deductible payments at time of service.

3. PROVIDERS PAYMENT FOR SERVICES:

- Claims processing/Medical Billing Fees:

CURRENT CLAIMS:

- a) Provider agrees to pay Billing Center the sum of: % of all collections associated with a billable health care claim. This shall include co-pays, coinsurances and deductibles collected at the time of service, insurance payments and patient payments made towards any claim billed by the Billing Center.

OLD CLAIMS:

- b) ONLY FOR claims 90-days and older that existed PRIOR to the execution of this agreement and Provider wishes to assign to Billing Center to collect, Provider agrees to pay Billing Center the following fees: The sum of 12% of all collections associated with the collection on such claims, provided these claims were determined to be outstanding.

PATIENT STATEMENTS:

- Billing Center will supply three (3) consecutive monthly statements to patients that are failing to pay. Statements are generated in PDF and sent electronically FREE to the Provider on a monthly basis. If Provider prefers that **AGT MEDICAL BILLING SOLUTIONS** mails patient statements directly to a patient, the cost per patient statement will be \$1.75.
- Patient accounts will be turned over to the Provider's office if the account is not in good standing after three (3) consecutive monthly statements.
- Billing Center will invoice Provider at the beginning of each month for the previous month's services. Remittance of these charges will be due in full within 30 days. A late fee of \$40 will be added to invoices that are not paid by the due date. If Provider is behind by more than 30 days on payment to Billing Center, the Billing Center reserves the right to hold insurance claims and reports until account is paid-in-full.

4. DESIGNATION OF BILLING CENTER AS PROVIDER'S AUTHORIZED AGENT:

- Provider hereby appoints and designates Billing Center as its agent for the limited purpose of billing and corresponding with insurers regarding procession and collection of insurance claims, and any insurer or payor of claims is authorized to rely upon this written delegation of authority in its dealings with Billing Center as the agent of Provider for this limited purpose.

5. RELATIONSHIP OF THE PARTIES:

- Billing Center and its employees shall at all times be independent contractors and not employees of Provider. Billing Center shall not have any authority to compromise claims or otherwise to bind provider except as expressly set forth above, and Provider shall have no authority to bind Billing Center.

6. TERMS OF AGREEMENT:

- This agreement shall be in effect for one (1) year from the date of execution. After the contract period, it shall continue on a month-to-month basis unless either party submits in writing a desire in change of terms.
- Either party may terminate this Agreement at any time, with or without cause, by giving 45 days written notice of termination to the other party. At termination, Billing Center shall continue to follow up on already submitted claims for Sixty days and Provider agrees to compensate said fees for these remaining claims. Sixty days past the filing of the final claim, Billing Center will deliver to Provider current insurance aging, patient aging and service aging reports upon receipt of final payment from the Provider. No further compensation will be due to the Billing Center nor shall Billing Center make further attempts to collect outstanding claims or patient balances.
- If the provider chooses to terminate this agreement within 6 months of its inception, provider agrees to pay a cancellation fee of \$1,500 to Billing Center for set-up costs. This fee is waived if Provider purchases **AGT MEDICAL BILLING SOLUTIONS'S** software system to use in Provider's clinic.

7. CONFIDENTIALITY AND HIPAA PRIVACY:

- Billing Center agrees and covenants to keep all information concerning physician and its patients, including personal and financial information, strictly confidential; and Billing Center agrees that it will not disclose any information to any person or third party, except as may be reasonable necessary to file and process claims and/or send patient statements.

HIPAA Privacy Requirements. Billing Center understands and acknowledges that it may receive from, create or receive on behalf of Provider, Protected Health Information ("PHI") as defined under the privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and/or nonpublic personal information, as defined under the Gramm-Leach-Bliley Act and

implementing regulations (“GLB”), during the performance of Billing Center’s obligations under this Agreement. Except as otherwise specified herein, Billing Center may use or disclose PHI received from or created or received on behalf of Provider and Provider’s patients, and nonpublic personal information received from or created or received on behalf of Provider and Provider’s patients (“Personal Information”) to perform functions, activities, or services for, or on behalf of, Provider and Provider’s patients as specified in this Agreement, provided that such use or disclosure would not violate the HIPAA privacy regulations, GLB or other federal or state privacy laws applicable to Provider and Provider’s patients, if done by Provider and/or Provider’s patients. With regard to its use and/or disclosure of PHI or Personal Health Information, Billing Center hereby agrees and represents and warrants to Provider that Billing Center shall:

- a. Not use or further disclose any PHI or Personal Health Information other than as permitted by this Agreement or required by law.
 - b. at all times maintain and use appropriate safeguards to prevent uses or disclosures of any PHI or Personal Health Information other than as permitted by this Agreement or required by law;
 - c. ensure that any subcontractor or agent to whom it provides any PHI or Personal Health Information agrees in writing to the same conditions and restrictions that apply to Company with regard to the PHI or Personal Information, including, without limitation, all of the requirements of this Agreement
- Provider agrees to keep all information concerning Billing Center and its claims processing and Billing Services strictly confidential, and agrees that it will not disclose such information to any person or third party, all of which constitute proprietary trade secrets of Billing Center. Provider further agrees that it will not use such information for its own benefit or that of any other person or third party, and that provider shall not compete with Billing Center in any manner, directly or indirectly, in the business of claims processing and/or Billing Services as presently or hereafter carried on by Billing Center.
 - The foregoing provisions regarding confidentiality shall survive the termination of the agreement. Furthermore, the foregoing provisions constitute independent covenants and shall not be discharged by any breach or default of the party seeking their enforcement.

8. LIMITATIONS OF LIABILITY:

- Billing Center warrants that it shall file and process medical insurance claims and/or shall bill patients on behalf of Provider in a good workmanlike manner. Without in any way limiting the generality of the foregoing disclaimer or warranties, Billing Center makes no warranty or representation whatsoever as to when or if any particular insurance claim will be honored/paid by the insurer.
- In the event that Billing Center shall fail to perform its services in a good and workmanlike manner, or shall otherwise perform in a negligent or non-conforming manner, Billing Center agrees to either re-submit the claim or claims in question at no cost to provider, or to refund all moneys paid by

provider with respect to such non-conforming services, as Billing Center may in its sole discretion elect. PROVIDER AGREES THAT ITS' SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE LIMITED TO A REFUND AS SET FORTH HEREIN.

- In no event shall Billing Center be liable for damages or breach due to acts of God, natural disasters or other matters beyond the reasonable control of Compliant Billing Services.
- In no event shall Billing Center be liable for any damages whatsoever, whether direct, indirect, consequential, incidental punitive or exemplary or other such damages, above and beyond the refund of fees set forth above; and all such damages are hereby expressly disclaimed.
- The foregoing provisions regarding disclaimers of warranty and limitations upon liability shall survive the termination of this agreement. Furthermore, the foregoing provisions constitute independent covenants and shall not be discharged by any breach or default of the party seeking their enforcement.

9. BACKUP:

Back-ups are held on-sight in a fireproof safe and also in a remote location. Back-ups are performed at a minimum of every 24-48 hours.

10. RECORD KEEPING:

Provider agrees to keep records of all explanation of benefits from insurance companies as required by Florida State Codes. It is understood Billing Center will dispose of these records after 3 months as the originals must be held by the Provider as required by state laws. All patient information received at Billing Center will also be properly destroyed immediately after data is entered into software program.

11. PAYMENTS TO PROVIDER:

- Provider receives payments directly from insurance companies and patients.
- The Provider has sole control of its bank account.
- Billing Center has no access to the funds.

12. SEVERABILITY:

In the event that any term or provision of this Agreement is held to be illegal, invalid, or unenforceable under the laws, regulations, or ordinances of any federal, state or local government to which this Agreement is subject, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain in full force and effect.

13. CHOICE OF LAWS, FORUM SELECTION AND JURISDICTION:

This Agreement has been made and delivered in the State of Florida, and it shall be construed, enforced and governed in accordance with the laws of the State of Florida. Billing Center and the Provider expressly agrees and acknowledges that the forum and place of any dispute and resolution of any dispute, relating to or arising out of this contract, shall be in the State of Florida.

14. ATTORNEY:

Each party hereto acknowledges that they have had the right and opportunity to have an independent attorney review this agreement, and that by signing, they agree, that they either had it reviewed or waive

that right, and by signing they hereby acknowledge that they understand each provision herein.

15. ATTORNEYS' FEES:

In the event either party to this Agreement should bring an action or proceeding to enforce any of the terms or provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its or his reasonable attorneys' fees in such action or proceeding or upon appeal thereof.

16. MEDIATION AND ARBITRATION:

Any dispute arising hereunder, which the parties cannot resolve between themselves, using good faith, may be referred to a court certified mediator in BROWARD COUNTY, FLORIDA. The parties shall share equally in the cost of said mediation. In the event that said dispute is not resolved in mediation, the parties shall submit the dispute to a neutral arbitrator certified by the American Arbitration Association in FLORIDA. The decision of the arbitrator shall be final and binding. The parties shall share equally in the cost of the arbitration.

17. EXTENT OF AGREEMENT:

This agreement represents the entire agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only in writing signed by both BILLING CENTER and PROVIDER. No agreement, statement or promise of any kind with respect to this Agreement or to be performed hereunder shall be valid unless specifically evidenced in writing signed by both BILLING CENTER, and PROVIDER.

18. AGENT FOR SERVICE OF PROCESS:

The name and the address of BILLING CENTER' agent authorized to receive service of process, other than the Secretary of State, in the State of FLORIDA is Tamara Peart Preston Place Tamarac, FL 33321.

The parties hereto have executed this Agreement as of the day and year signed.

Practice Name: _____

Provider Name: _____

Provider Signature: _____

Date _____

For Billing Center:

Officer Signature: _____

Officer Name: _____

Date: _____