

BILLING SERVICES AGREEMENT



THIS BILLING SERVICES AGREEMENT is made this _____ day of _____,
_____ between Medical Practice Management Services (“MPMS”) and
_____ (“Client”).

WITNESSETH

WHEREAS, **MPMS** provides billing services and Client desires to engage **MPMS** to provide such services.

NOW THEREFORE, for and in consideration of the promises and covenants contained herein and intending to be legally bound, the parties agree as follows:

1. Services. **MPMS** shall prepare, process and submit on behalf of Client all claims for third party payment to commercial and government payors for services provided by Client to its patients. Without limiting the foregoing, **MPMS** shall submit claims on behalf of and in the name of Client to Medicare, Medicaid, HMO’s, and various Blue Cross Blue Shield plans. All such claims shall be submitted by the billing company in the Client’s name and utilizing provider numbers assigned to the Client by the respective third party payor. Claims will be submitted either electronically or by means of paper submission as directed by the third party payor. Client hereby expressly authorizes **MPMS** to submit claims on its behalf in accordance with this agreement. Payment of all claims filed on behalf of Client shall be directed to such accounts to which Client has sole control as may be required by Medicare and other third party payors.
2. Client Responsibility. Client shall be responsible for ensuring that **MPMS** is provided with all necessary records and information from which to submit the claim and shall reasonably cooperate with **MPMS** as may be necessary to permit **MPMS** to perform its duties hereunder. Clients shall also be responsible for ensuring the accuracy and completeness of all coding associated with claims and for ensuring the medical necessity and appropriateness of the services for which a bill will be submitted. **MPMS** shall have no liability or responsibility whatsoever regarding the accuracy or completeness of the coding or determinations regarding medical necessity.
3. Client Acknowledgement. Client acknowledges and agrees as follows:
 - a. The ultimate responsibility for all claims submitted is that of the Client and Client shall remain responsible for subsequent correction, adjustment, or repayment of any payment regardless of reason or cause.

- b. The submission of false, fraudulent or misleading data, information, or statements to the government and/or commercial third party payors in connection with health insurance coding, billing and claims submission is a crime and can subject the violator to imprisonment and fines. Client shall indemnify and hold **MPMS** and its owners, directors, and employees harmless from and against any claims submitted on behalf of and in the name of the Client for which client has provided **MPMS** false, fraudulent, incomplete, misleading, or otherwise incorrect information or data, including but not limited to, the coding of claims pursuant to Section 2 above.
 - c. Client shall be responsible for maintaining all original source documents to enable it to verify and document the claims submitted to their party payors (whether such claims are submitted in paper or electronic form).
4. Compensation. As consideration for the services performed by the **MPMS** hereunder, Client shall pay **MPMS** _____ (Dollars/Percent) (\$ _____%) per processed claim. On a monthly basis, **MPMS** shall submit an invoice listing the total number of paid claims. Client shall pay the full amount of the invoice to **MPMS** within ten (10) days of the invoice.
- a. Invoices not paid within ten (10) will be subject to services charges, equal to 18% APR.
 - b. Services may be temporarily suspended by **MPMS** without notification for any invoice which is more than thirty (30) days from the date of invoice. Should services be suspended, **MPMS** will only re-establish service when a valid credit card is provided for processing of all charges.
 - c. Client shall be responsible for providing **MPMS** with documentation related to payment received within ten (10) days of payment receipt. Any documentation related to payment received for a paid claim and not provided to **MPMS** within ten (10) days shall be subject to a 10% penalty above the rate outlined in Section 4.
5. Credentialing. **MPMS** will process applications for credentialing with insurance carriers as requested by Client. There will be no charge for credentialing services unless the following conditions arise:
- a. If a request for additional information is not provided by the Client within the timeframes requested by the insurance company, resulting in the rejection of the application, a fee of \$250.00 will be charged to reprocess the application.
 - b. If the client cancels services with **MPMS** within six (6) months of a completed credentialing contract, a fee of \$500.00 per application completed in that six (6) month time frame will be assessed.

- c. Invoice terms for credentialing services will apply as outlined in Section 4.a.
6. Compliance With Laws And Regulations. It is expressly understood and agreed that both parties, in performance with their duties hereunder, will comply with all applicable laws and regulations, including but not limited to, laws and regulations (and government interpretations thereof) relating to billing, coding, and submission of claims to the Medicare and Medicaid Programs.
7. Exclusivity. Client agrees that throughout the term of this Agreement, **MPMS** will be the sole and exclusive provider of claims processing services to Client, and Client will not hire or engage any other claims processing or similar company.
8. Term. This agreement shall be for a term of one (1) year from the date of its execution by both parties and shall automatically renew for a similar one (1) year terms unless either party provides the other party with thirty (30) days advance written notice of nonrenewable prior to the expiration of the then current term.
9. Termination. This agreement may be terminated as follows:
 - a. Immediate Termination. This agreement may be terminated by **MPMS** in the event:
 - i. Client is excluded or otherwise debarred from or by the Medicare or Medicaid Programs.
 - ii. Client loses or has revoked or suspended his/her/its license to practice Client's profession in the state where the Client is licensed and practicing.
 - iii. Client files for bankruptcy or otherwise seeks protection from creditors pursuant to federal or state laws.
 - iv. **MPMS** reasonably believes Client is not complying with the federal or state laws, regulations or guidelines affecting the Client's practice or submission of claims to third party payors.
 - b. Effect of Termination. Upon termination or expiration of this Agreement, **MPMS** at its sole option, may continue to process those claims for which **MPMS** has already commenced processing and **MPMS** shall be paid for each such claim in accordance with Section 4 herein including all claims submitted by any source during the term of this agreement.
10. Limitation on Liability. Clients expressly acknowledges and agrees, that except to the extent caused by **MPMS**'s gross negligence or willful misconduct, **MPMS**'s liability to Client under this Agreement shall be limited to the amount having then actually paid by Client to **MPMS** during the then current term of this

Agreement. Notwithstanding the foregoing, Client agrees that in no event will **MPMS** be responsible or liable for any consequential, incidental, punitive, special, indirect, exemplary, or loss-of-profit damages. Client hereby agrees to indemnify and hold **MPMS** and its owners, directors, and employees harmless from and against any and all liability, claims, causes of action, damages, fines, assessments, penalties, costs (including reasonable attorney fees) and responsibility of any kind arising out of or associated with Client's professional practice, or Client's breach of the covenants contained in Sections 2, 3 and 5.

11. Access To Books And Records. To the extent this Agreement is subject to Medicare Law regarding access to books and records, until the expiration of four (4) years after the furnishing of the services provided under this Agreement, **MPMS** will make available to the Secretary of the U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of those services. This clause shall apply solely to the extent that Section 1861 (V)(1)(1) of the Social Security Act applies to this Agreement.
12. Confidentiality and HIPAA. **MPMS** as "business associate" of Client, will abide by the covenants and provisions of the HIPAA Business Associates Addendum, which is attached hereto and incorporated herein by reference. All information and data provided by Client to **MPMS** will be kept confidential and shall not be disclosed to any other person or entity in the performance of **MPMS**'s duties as provided hereunder and in accordance with the requirement contained herein. In addition, Client agrees that it shall not divulge the contents, terms, conditions, or other provisions of this Agreement to any other person or entity without the express written consent of **MPMS**.
13. Governing Law. This agreement shall be governed by and interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania.
14. Force Majeure. Neither party shall be liable or deemed to be in default for any delay or failure in performance or any interruption of service resulting, directly or indirectly, from an act of God, fire, explosion, riots, acts of terrorism, computer hardware or software failures or breakdowns, failure in communication equipment, or silimilar causes or occurrences beyond the reasonable control of either party.
15. Amendment and Entire Agreement. This Agreement may only be amended by a writing signed by both parties. This agreement constitutes the entire understanding and agreement between the parties regarding the matters discussed herein and supersedes any and all prior understandings and agreements, whether written or oral, regarding the subject matter hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dated indicated below.

CLIENT

DATE

MPMS

DATE