



PreMD Solutions LLC Service Agreement

THIS AGREEMENT FOR Medical Billing Services is made today, between **PreMD Solutions LLC** and

WHEREAS, PreMD is a medical billing services company which provides computerized claims, billing and collection services to healthcare providers; and

WHEREAS, Client wishes to retain PreMD to provide for medical billing services (“Services”) pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing promises and mutual covenants set forth herein, the parties agree as follows

1. DESCRIPTION OF SERVICES

Beginning on _____ PreMD will provide the following services (collectively, the “Services”): Assist Client as they seek to accomplish any of the following:

- 1.1 Benefits and Verification
- 1.2 Retro Authorizations and Authorization Appeals
- 1.3 Coding, Medical Record Review, e-Superbill Completion Claim
- 1.4 Building and Submission
- 1.5 Claim Follow and Appeals
- 1.6 Payment Posting and Patient Collections
- 1.7 Online Insurance Sign UP
- 1.8 Selection and Creation of Billing System
- 1.9 Patient Services
- 1.10 Monthly Patient Statements/Follow up
- 1.11 On Demand Reports



2. MEDICAL BILLING SERVICES

Client hereby expressly authorizes PreMD to prepare process and submit claims to commercial and government payors. PreMD will apply its best efforts to obtain reimbursement for Client's charges for all clinical procedures and medical services provided to patients. All such claims shall be submitted by PreMD in the Client's name and utilize 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. Payment of all claims filed on behalf of Client shall be directed to such accounts to which Client has control as may be required by third party payors. PreMD shall post payments received from the third party payors to the patient's file and may bill the patient directly when necessary in order to secure full payment for the Client.

2.1 Reasonable Assistance Client agrees to provide PreMD with all necessary records, information and assistance to enable PreMD to provide such Services. Client shall be responsible for ensuring the accuracy and completeness of coding associated with claims and for ensuring the medical necessity and appropriateness of the Services for which a bill will be submitted. The client also agrees to promptly provide PreMD all copies of all Explanation of Benefits forms received from third party payors as well as records of payments received directly from patients.

2.2 Systems Access Client hereby grants to PreMD the right to access and use its practice management software to facilitate the submission of medical claims. All patient information and data provided by the Client to PreMD shall be kept confidential and shall only be disclosed to parties necessary to successfully process and submit claims on behalf of the Client.

2.3 Client Acknowledgement Client acknowledges and agrees to the following:

2.3.1 The ultimate responsibility for all claims submitted is that of the Client. Client shall be responsible for maintaining all original source documents to enable it to verify and document the claims submitted to third party payors. PreMD shall have no liability or responsibility whatsoever regarding the accuracy or completeness of the coding or determinations regarding medical necessity.

3. FEES

3.1 Setup Costs There is no charge for the initial set up of the medical billing services.

3.2 Net Collections Client shall pay PreMD for medical billing services based on its total dollar amount of monthly net collections. Client agrees to pay PreMD a flat rate of \$ _____ or _____ % whichever is higher on monthly net collections. Past due A/R collection services will be included in the same rate.



3.3 Patient Statements If client wants PreMD to print and mail patient statements on its behalf, then client agrees to reimburse PreMD 80 Cents per mailed patient statement. [If applicable]

3.4 Terms of Payment PreMD shall invoice Client at the beginning of each month for the prior month's Services by electronic or US mail. The invoice will summarize the total amount due based on the net collections for the month being invoiced. Payments are due within thirty (30) days of receipt of invoice. Delinquent payment is subject to a late fee in the amount of \$50.00 per delinquent month or 2% monthly interest, whichever is greater. Client agrees to pay PreMD via bank ACH auto-pay or Check.

3.5 Disputed Fees Should Client dispute any portion of the invoice, Client must notify PreMD within ten (10) days of the date of invoice. Failure to notify PreMD within this time-frame shall be deemed acceptance to pay PreMD in full for the invoice. Payment of invoice shall also be deemed as acceptance of charges.

4. COMPLIANCE WITH LAWS & 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.

5. TERMINATION

This agreement is for 1 year and may be terminated as follows:

Immediate Termination This agreement may be terminated by PreMD Solutions LLC. in the event:

5.1 The Client is excluded or otherwise debarred from or by the Medicare or Medicaid Programs.

5.2 Client loses or has revoked or suspended its business license(s), accreditation, certifications, or other mandated requirements in the state where the Client is licensed and practicing.

5.3 PreMD Solutions LLC reasonably believes Client is not complying with the federal or state laws, regulations or guidelines affecting its ability to lawfully operate in the role(s) described in this agreement.

5.4 Client files for bankruptcy or otherwise seeks protection from creditors pursuant to federal or state laws.



6. CANCELLATION FOR THE SERVICES

Services can be cancelled anytime by the client by providing a 60 days' notice to PreMD Solutions LLC without any penalty.

7. LIMITATION ON LIABILITY

7.1 To the maximum extent permitted by applicable law, in no event shall either party be liable for special, indirect, incidental, punitive or consequential damages, whether arising under contract, warranty, or tort (including negligence or strict liability) or any other theory of liability.

7.2 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.

7.3 Client expressly acknowledges and agrees that in no case shall PreMD's liability for damages, regardless of the form of the action, exceed the amount of fees paid by client hereunder during the most recent three (3) month period immediately preceding the event giving rise to the claim. Notwithstanding anything to the contrary contained in this Agreement, neither party shall be liable to the other for any third-party claims even if a party has been apprised of the likelihood of such damages.

7.4 The parties will not incur liability to each other for failing to perform any obligation under this Agreement if such failure results from a force majeure event or any force beyond their reasonable control.

Moreover, Client is in no way responsible for any liability associated with PreMD Solutions LLC's gross negligence, willful misconduct, errors, inaccuracies, or other such actions whether intentional or unintentional.

8. 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 similar causes or occurrences beyond the reasonable control of either party.

9. AMENDMENT & 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:

PreMD Solutions LLC:

Name & Signature

Name & Signature

Company Stamp

Company Stamp

PreMD Solutions LLC