

**SERVICE AGREEMENT  
FULL REIMBURSEMENT MANAGEMENT**

This Service Agreement is entered into between Acme Medical Billing LLC, a (hereinafter "ACME"), a "healthcare electronic claims processing and services company and \_\_\_\_\_, (hereinafter ""Client""), a healthcare provider.

WHEREAS, ACME is a healthcare billing and service company which provides computerized claims, billing and collection services to healthcare providers and which files medical insurance claims on behalf of healthcare providers with government and commercial companies by electronic and paper means, and which also provides for billing services directly to patients or for patient's portion of healthcare provider fees not covered by insurance; and

WHEREAS, the Client desires to retain ACME to provide it with claims and billing services whereby ACME will file insurance claims with government and commercial companies by electronic and paper means on behalf of Client;

NOW, THEREFORE, in consideration of the promises and covenants contained herein and for other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Commencing on \_\_\_\_\_, ACME will process all the Client's medical insurance claims for payment by government and commercial companies by either electronic or paper means. The Client agrees to make available to ACME all information necessary to properly process the Client's claims and to submit all such billing and insurance information to ACME \_\_\_\_\_ (Daily, MWF, Weekly). In return, Billing Center will process and submit all Client's claims within seventy-two (72) hours by electronic means wherever possible, and by paper means otherwise. The scope of services provided by ACME will be as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. ACME will provide to Client a direct fax number, through which the Client will provide to Billing Center claims and billing information necessary for ACME to properly process the Client's claims.

3. All patient information and data provided by the Client to ACME shall be kept confidential and shall not be disclosed to anyone outside of ACME other than to the extent necessary for ACME to process and submit claims for the Client. In addition, the Client will not divulge the contents, terms or conditions of this Service Agreement to any third party without the express written consent of ACME.

4. The Client will pay ACME a one-time setup fee of \$\_\_\_\_\_ to cover the cost of gathering information from the Client and setting up the Client's files for entry into computer system. The information and initial setup covered by this initial fee includes, but is not limited to: Doctor Profile; Listing of Current Insurance Companies Used; Referring Physicians; Facilities at Which Doctor is Accepted or Transfers Work; Diagnostic Codes; Procedure Codes and Fees; Signed Patient Registration Forms (to be kept in Client's office); Registration with Clearinghouse which will distribute claims to the carriers.

5. The Client will pay to ACME \_\_\_\_% of the total (gross) amount collected from ALL insurance companies and ALL patients as a result of the billing services performed by ACME for Client, with a \$500 monthly minimum billed amount. The Client agrees to provide copies of all Explanation of Benefits (EOB) forms received from insurance payors to ACME as well as records of payments received directly from patients (Weekly). ACME shall post the payments received from the insurance payors to the patient's file, shall file any secondary or tertiary claims, and shall bill the patient directly when necessary in order to secure full payment for the Client.

6. ACME shall provide to Client management reports regarding the practice on a timely basis. The types of Monthly Management Reports shall be as follows:

- a. Insurance Aging Report - monthly
- b. Patient Aging Report - quarterly
- c. Practice Analysis - monthly
- d. Other(s) \_\_\_\_\_

7. ACME will close its books for billing purposes on the last day of each month and will bill the client for its services on the 5th business day of each succeeding month for the previous month's processing. The Client will pay ACME for its services upon receipt of receiving ACME's invoice. If the Client fails to submit payment within the time set forth in this paragraph, the Client will be responsible for paying, in addition to the principal amount billed, a 1% per month late charge for each month or any portion thereof payment of the billing is late.

8. During the term of this Service Agreement, the Client will not use the services of any other claims processing companies and will allow ACME to process all of the Client's medical insurance claims with the government and commercial companies.

9. Either party may terminate this Service Agreement at any time by providing a thirty (30) day written notice with explanation or reason why termination is desired to the other party.

10. ACME will be serving as a conduit of information and claims data between Client and many insurance payers, both government and commercial. Client will be providing all such claims information and data to ACME, including but not limited to procedure codes, identifying the exact procedures Client has performed on patients. Client verifies that all such procedures were in fact performed on the patients as specified. ACME has no authority to and will not change any of these procedure codes without the express permission and direction of Client.

11. Client understands that ACME is relying entirely on the claims and billing information supplied to ACME by Client in preparing and submitting insurance claims for payment on behalf of Client. Client warrants and represents that all such claims and billing information is entirely accurate and truthful. If any investigation is initiated or if any action is brought by any individual, company or entity whatsoever regarding any of the claims filed by ACME on behalf of Client, then Client agrees to cooperate fully in any such investigation or action and shall provide all relevant supporting documentation to support the claim(s) filed.

12. Client understands that ACME will NOT provide insurance pre-authorizations.

13. Client agrees to indemnify and hold ACME harmless for any and all damages or penalties imposed and any attorney's fees incurred by ACME in defending any such action resulting from Client's failure to provide truthful and accurate billing and claims information to ACME.

14. This Service Agreement shall be interpreted under the laws of the State of Georgia and any disputes between the parties concerning the validity, interpretation or performance of any of the terms or provisions of this Service Agreement or of any rights or obligations of the parties hereto shall be resolved in Georgia. Should it become necessary for ACME to retain an attorney to collect any amounts owed to ACME under the terms of this Service Agreement, ACME will be entitled to recover in addition to its damages, reasonable attorney's fees.

15. Any notices or communications anticipated by this Service Agreement shall be directed to the parties, as follows:

**BILLING CENTER:**  
< *enter company rep here* >  
**Office: (770) 555-5555**

**CLIENT:**  
\_\_\_\_\_  
\_\_\_\_\_

16. This Service Agreement represents the entire agreement between the parties and shall not be modified unless done so in writing signed by or on behalf of both parties.

17. This Service Agreement shall be binding upon and inure to the benefit on the heirs, legatees, successors, and assigns of each of the parties.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_  
Name and Title  
Client

By: \_\_\_\_\_  
Acme Medical Billing