

CompliantCare®

Contract for Billing Services

DEFINITIONS:

“Contract”:	This Contract to Provide Billing Services.
“Administrator”:	CompliantCare, LLC, billing administrator entering into this Contract with Provider.
“Provider”:	Authorized Health Care Provider entering into this Contract with CompliantCare, LLC.
“Parties”:	Each of the persons signatory hereto, specifically CompliantCare, LLC and the Provider.
“Persons”:	Individuals, partnerships, corporations, unincorporated associations, trusts, estates and any other type of entity not specifically defined in this Contract.
“Patient”:	Any person who seeks professional health care services from Provider.
“Private Accounts”:	Those accounts of cash Patients, Patients with outstanding copays, or Patients who have reached the maximum benefits of their insurance.

THIS CONTRACT (“Contract”) is made and entered into by and between CompliantCare, LLC (“Administrator”),
_____ (owner) and
_____ (clinic name) hereinafter “Provider”.

1. Purpose. The purpose of this Contract is for Administrator to provide billing services and patient account management for Provider.

2. Services to be Provided by CompliantCare, LLC Pursuant to this Contract. Throughout the term of this Contract, and so long as Provider’s account remains active, Administrator will maintain all Patient insurance accounts for Provider for health care services provided to Patients by Provider. Account maintenance will be based upon Patient account and contact information provided by Provider. So long as a Patient account has outstanding charges not yet submitted, Administrator will submit charges for services to the appropriate insurance companies at least weekly. Charges will be submitted either by paper or electronic medium.

Administrator will submit billing statements to Provider on either the 1st or 15th day (Provider’s choice) of each month. Provider shall also submit to Provider an Accounts Receivable Report, a Practice Analysis Report and a Practice Statistics Report.

Administrator will respond to Patient inquiries regarding their statements and will make an effort to explain the statement and resolve any disputes. If a Patient is not satisfied with a resolution regarding charges or payments, the information will be sent to the Provider, and the Provider will make a final decision regarding the dispute. Fees for services provided by Administrator will be based on insurance collections reported on the Practice Analysis Report for each month.

Verification of all Patient insurance coverage is the Provider's responsibility. If, based upon Provider information, Administrator submits a claim to an insurance company where the Patient is not covered, Administrator will inform Provider so that correct information can be obtained by Provider and conveyed to Administrator. Administrator will then re-submit the claim with the correct information if possible.

Upon receipt of any denial of a billing submission from an insurance company, Administrator will review the denial, and if action can be taken to reprocess the bill, Administrator will initiate such action on behalf of the Provider. In some cases, the situation may be better handled directly by the Provider. In such cases, Administrator may provide recommendations on how to proceed.

There will be some cases where neither Party can take action; the charge will then become the Patient's responsibility. In the event that action needs to be taken by the Patient, Provider will advise the Patient regarding action to be taken. Administrator will be available to Provider's staff by telephone, fax, or e-mail in order to assist them with questions concerning the Provider's billing account or collections.

Upon responding to inquiries from Patients, Administrator will verify the person's identification by any of the following: name; account number; social security number; date of birth; home phone number; or address. Administrator will only provide account information to the specific Patient. If the Patient is a minor, the Patient's legal guardian listed in the file will also have access to this information.

The Provider will always be entitled to 100% access of all information concerning a Patient's account.

In order to respond to inquiries from insurance companies or attorneys, Administrator will require a current HIPAA compliant release signed by the Patient. Administrator recommends that requests for information from attorneys or insurance companies be made through the Provider. Provider should then promptly forward all requests for billing information to Administrator, with the current HIPAA compliant release from the requesting party, in order to facilitate timely production of the information.

Charges for services on a Patient's account prior to Administrator commencing billing services will not be managed nor collected by Administrator.

Administrator is not a collection agency. In the event that collection services are necessary, it is the recommendation of the Administrator that Provider retain professional collection services.

3. Fee for Services. At the initiation of this Contract, the Provider will pay Administrator a \$500.00, non-refundable setup fee, due prior to Administrator commencing work on behalf of the Provider. **The basic monthly fee for the service is 8% of the insurance collections by the Administrator as reported on the Monthly Practice Analysis Report, except as otherwise specified in this contract.**

Administrator shall receive payment of fees due twice monthly, on or about the first and fifteenth days of the month, according to the Practice Analysis or Insurance Deposit Report, depending upon which practice management software is used by Provider. There will be a \$50.00 charge for any finding of insufficient funds, or inability to obtain funds, upon Administrator's effort to obtain payment due. If funds for payment due to Administrator remain unavailable ten (10) days after the close of the month for which payment is due, Provider expressly authorizes Administrator to cease all billing activity until all past due amounts are paid in full. Such cessation of services shall not constitute a breach of contract by

Administrator, and all sections of this Contract shall remain in full force and effect. If services are suspended as a result of a past due balance, Administrator may apply additional charges in order to reactivate the account.

4. Insurance Contracts. Generally, a private insurance company enters into an agreement between itself and a Patient to provide insurance coverage to the Patient. This agreement is between the Patient and the insurance company. The two most common insurance contracts affecting health care providers are health insurance and auto insurance.

The Provider may also have an agreement with a health insurance company that may stipulate how the Provider shall bill the insurance company for Patient treatment, what services a Provider may collect payment for, the amount the insurance company will pay for designated services, and when the Provider can collect payment from the insurance company for services provided to insured Patients.

By signing this Contract, Administrator agrees to provide billing services and Patient account maintenance for the Provider. The Parties hereby acknowledge that there are no agreements in existence between Administrator and any insurance company or any Patient. Administrator cannot, in any case, guarantee payment.

5. Responsibility of Provider. The Provider expressly understands that in order for Administrator to provide the highest level of service, it is of the utmost importance for the Provider to provide Administrator with complete information. Provider shall provide Administrator with information including a list of the Patients whose accounts will be billed; charges for services provided to the Patients; insurance company information; and any agreements or contracts between the Provider and Patients or insurance companies as they relate to insurance and Patient billing.

It is the Provider's responsibility to maintain all written documentation regarding any charges or care provided to the Patient or changes of a Patient's billing status or information. Provider shall also promptly communicate any changes to a Patient's billing status or information to Administrator. Provider will accept all payments and deposit payment into the Provider's account.

It is the Provider's responsibility to notify Administrator of all payments received within two business days of the receipt of the payment.

If Provider withholds any documentation of receipt of payment from Administrator for the purpose of delaying or avoiding obligation to pay Administrator, whether from insurance or Private Accounts, then a penalty charge of an additional 10% of the amount not reported will be added to the normal fee percentage for that payment.

Provider will submit all claims, including health insurance, personal injury, workman's comp., and Medicare claims, to Administrator for billing.

6. Communication. Communication of information between the Parties is crucial for proper handling of accounts. Administrator will be available for phone consultation. Communication of changes and payments will be done either by fax, mail, or electronically at the expense of the Provider. Administrator will provide forms for use by the Provider's office for this purpose. These forms will be duplicated at the Provider's expense. If the Provider's current intake forms provide the necessary information, Administrator will accept the Provider's forms.

The Provider will provide the following information to Administrator for each and every day of business:

- **Intake forms** for new Patients containing all information required for billing including a copy of the Patient's insurance card and a completed insurance verification form.
- **Charges** for each and every Patient seen.

- **A record of payments received** either in person or by mail for each and every Patient.
- **Copies of all explanation of benefits** (EOBs) and checks from all insurance companies.
- **Properly approved requests** for credits, debits, write-offs, changes in an account or its status.
- **Copies of all referrals** received from insurance companies or other health care providers.
- **Legible photocopy** of patient's insurance card or cards.

7. Safeguards of Records and Data. Administrator has made every effort to be HIPAA Compliant. Administrator utilizes paper shredders to destroy any documents used in the office that are not needed by either Party. Computers are password protected. Data is backed up on a regular schedule, and files are stored off-site. Measures are taken to protect our computers from unauthorized outside access by use of firewalls. Computer virus protection is in place.

Administrator makes every reasonable attempt to safeguard Provider data from fire or other disasters. Three different types of backup of Covered Entity's data are maintained. Back-up disks are kept in a fireproof safe and/or off-site. However, there is always a possibility this data could be lost in the event of a fire or other natural disaster. Upon request, and at the expense of the Provider, Administrator will, on a scheduled basis, send the Provider a copy of their data for off-site safeguard. The Provider agrees to hold Administrator harmless for any loss of data by fire, theft, natural disaster, acts of God, or in the event of war.

8. Hold Harmless Relating to This Contract. The Provider understands that Administrator will not, to the best of its ability, violate any laws or codes. If an insurance company indicates a contractual discount, the discount will be taken off the account. If the Provider disagrees with this, it is the Provider's responsibility to resolve the issue with the insurance company. This does not include simple reductions by insurance companies or payments based upon the insurance company's position of reasonable fees. The Provider agrees to hold Administrator harmless of any claims, judgments, or lawsuits arising from Administrator's billing practices based upon information provided from the Covered Entity.

9. Termination of This Contract. This contract is month to month. Each party agrees that 30 days written notice is required to dissolve this contract. Administrator will, upon termination of this Contract, return all records in electronic form to the Provider. Any printed information will either be returned to Provider or destroyed by Administrator. If this section is terminated, other sections may remain in effect until conditions related to that section are met.

Upon termination, all outstanding Accounts Receivable from claims submitted by Administrator not yet paid to provider, whether from insurance companies or Private Accounts, shall be subject to the fees to Administrator as stated previously in this Contract. Provider shall immediately provide documentation of receipt of funds to Administrator until all receipts are accounted for.

In the event that Provider receives payment for A/R but does not notify Administrator of receipt of payment, Administrator may sample outstanding claims to see if they have been paid and determine a percentage of such claims to all claims sampled. Administrator may, at its sole discretion, apply the percentage paid but not notified to the entire outstanding A/R and bill the Provider's credit card for that amount.

10. Entire Agreement. This Contract sets forth the entire understanding and agreement of the Parties, and may not be changed except by written document signed by each Party hereto. No representations, promises, agreements, understandings or inducement not contained in the Contract regarding the subject matter hereof shall be of any force or effect unless in writing, executed by the Party to be bound and dated on or subsequent to the date hereof.

11. Benefit. This Contract shall be binding upon and inure to the benefit of the Parties hereto.

12. Non-assignability. This Contract may not be assigned by any Party without the express written consent of the other Party, and any attempted assignment without such consent shall not be binding on any Party.

13. Paragraph Headings, Gender and Number. Paragraph headings are not to be construed as binding provisions of this Contract; they are for the convenience of the parties only. The masculine, feminine, singular and plural of any word or words shall be deemed to include and refer to the gender and number appropriate in the context.

14. Dispute Resolution. If a dispute arises between the Parties relating to this Contract and any of its sections, other than where injunctive relief is being sought, the Parties agree to use the following procedures prior to pursuing other available remedies:

- a. A meeting shall be promptly held between the Parties, to attempt in good faith to negotiate a resolution of the dispute.
- b. If within 30 (thirty) days after such meeting, the dispute is not resolved, the parties agree to submit the dispute to mediation with a mediator mutually selected by the Parties. Parties agree that they will consider selecting a mediator from one of the following services: Judicial Dispute Resolution (JDR) (Seattle); Judicial Arbitration and Mediation Services (JAMS) (Seattle); or, Washington Arbitration and Mediation Services (WAMS) (Seattle). The Parties will equally bear the costs of such mediation.
- c. If, within 10 (ten) days the Parties having both presented, in good faith, mediators acceptable to their respective position, but a mediator not having been mutually agreed upon between the parties, either party may file a written request for mandatory mediation with one of the following services and request that the mediation service pick a mediator and set a mediation date to occur within sixty (60) days or less: Judicial Dispute Resolution (JDR) (Seattle); Judicial Arbitration and Mediation Services (JAMS) (Seattle); or, Washington Arbitration and Mediation Services (WAMS) (Seattle). Any mediator selected under this mandatory mediation sub-section cannot be and shall not be one of the mediators recommended by any party in sub-section (b), above.
- d. The Parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) days.
- e. If the Parties are not successful in resolving the dispute through mediation, then the Parties agree that the dispute shall be settled by binding arbitration in accordance with the Mandatory Arbitration Rules of the State of Washington (with any jurisdictional limit waived). The Parties agree that any Party can make a written request upon either JDR or JAMS to select an arbitrator and set an arbitration date, and otherwise handle any pre-arbitration matters. It is the intention of the Parties, that any arbitration must be conducted within four (4) months from the time of the filing of the written request for any arbitration. The findings and judgment of the arbitrator will be final and binding. The substantially prevailing Party will be entitled to reasonable attorney fees and reasonable costs. Any judgment rendered by the arbitrator may be entered in any court having jurisdiction.
- f. The Parties expressly agree to participate in the above-described dispute resolution methods in Seattle, Washington, regardless of the geographic location of either Party. IN EXECUTING THIS CONTRACT, THE PARTIES ACKNOWLEDGE THAT THEY ARE AWARE OF THE FACT THAT BY AGREEING TO ARBITRATE THEY WAIVE ANY RIGHT TO HAVE A JURY TRIAL AND/OR BENCH TRIAL.

15. Waiver Clause. In the event that either Party waives or acquiesces in a default or breach of this Contract or fails to insist upon strict performance of any of the terms, provisions, conditions, or covenants contained herein, it shall not constitute a waiver of any subsequent default, or any other default, breach or failure to perform. All of the rights and remedies of the Parties shall be deemed to be cumulative and not exclusive.

16. Severability. To the fullest extent possible, each provision of this Contract shall be interpreted in such fashion as to be effective and valid under applicable law. If any provision of this Contract is declared void or unenforceable with respect to particular circumstances, such provision shall remain in full force and effect in all other circumstances. If any provision of this Contract is declared void or unenforceable, such provision shall be deemed severed from this Contract and this Contract shall otherwise remain in full force and effect.

17. Governing Law and Venue. This Contract shall be construed under and in accordance with the laws of the State of Washington. Venue for any court action allowed under this Contract and/or arising out of or related to this Contract shall be in King County, Washington State.

18. Acknowledgement of Reasonableness. Each party has carefully read and considered the provisions of this Contract and agrees that the restrictions set forth herein are fair and reasonably required.

19. Interpretation of this Contract. This Contract shall be deemed to have been jointly prepared and entered into by competent and sophisticated parties and has been thoroughly reviewed by each. Any uncertainty or ambiguity existing herein shall not be interpreted against any party, as the drafter of such language, but shall be interpreted according to the rules for the interpretation of arm's length contracts.

20. Time. Time is of the essence in this Contract and each and every provision hereon. Any extension of time granted for the performance of any duty under the Contract shall not be considered an extension of time for the performance of any other duty under this Contract.

21. Modification. No change, modification, or alteration of terms of any provision of this Contract shall be valid or binding unless it is in writing dated after the date hereof and designated by the parties intended to be bound.

22. Authority of Signatory to Bind. Each signatory represents that he/she is fully authorized to enter into the terms and conditions of this Contract and to legally bind the party on whose behalf the signature is proffered.

23. Notices. Any notices that may be required under this Contract shall be in writing, shall be effective on the earlier of the date when received or the third day following mailing and shall be given by personal service or by certified or registered mail, return receipt requested, to the addresses set forth below or to such other addresses as may be specified in writing to all Parties hereto:

Provider: Administrator:

Administrator:

CompliantCare, LLC
15515 112th St. NE
Granite Falls WA 98252

AGREEMENT OF CONTRACT:

____ (Provider's representative initials) By checking and initialing here, the Provider requests that patient statements be sent to the Provider by the Administrator and that it is the Provider's responsibility to send these statements to the patients.

____ (Provider's representative initials) By checking and initialing here, the Provider requests and authorizes that the **method for Administrator's collection of monthly fees, along with the initial \$500 set-up fee,** be via credit card payment to be initiated by Administrator.

Credit Card Information:

Credit Card Type: Visa MasterCard AmericanExpress Discover

Credit Card Number: _____

Name on Credit Card: _____

Expiration date: ___ / ___ / ___ 3 digit security code: _____

Executed and entered into as on this date by:

Provider

Administrator

Date

Date

Please **print and fax signed** Contract and Client Information page to Victoria Skoff at **888.549.1649**.

Medicare P-Tan:

Provider Name

P-Tan #

_____	_____
_____	_____
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Please **print and fax signed** Contract and Client Information page to Victoria Skoff at **888.549.1649.**