



PODIATRY
BILLING
SERVICES



This **Service Agreement** is entered into between Podiatry Billing Services, Inc. (hereinafter "PBS") a medical claims reimbursement company and _____, (hereinafter "Client"), a healthcare provider.

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

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

NOW, therefore in consideration of 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 or about _____, 2011 PBS 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 PBS all information necessary to properly process the Client's claims and to submit all such billing and insurance information to PBS on an ongoing basis. This may be accomplished via courier, email, facsimile, mail, etc. In return, PBS will process and submit all Client claims by electronic means wherever possible, and by paper means otherwise. PBS will bill for services rendered to private pay patients and balance bill to patients for healthcare provider fees not covered by insurance.
2. All patient information and data provided by the Client to PBS shall be kept confidential and shall not be disclosed to anyone outside of PBS other than the extent necessary for PBS 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 PBS.
3. PBS agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d (HIPAA) and any current and future regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement. PBS Agrees to make their internal practices, books and records relating the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy

Regulations. In addition, PBS agrees to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.

4. The Client understands that PBS will provide access to medical billing software through a secure off site server. Access to this software requires a computer with compatible operating system and internet connectivity, minimum DSL. The following equipment and services are **excluded**: the purchase or technical installation of computer equipment i.e. monitors or CPU(s), printer(s), internet connections, firewalls, or travel time associated with installation of the billing software. Most installations can be accomplished via telephone.
5. Monthly fees for billing are determined by either the volume of claims processed or the gross receipts collected for the Client during a specified period of time. The Client agrees to pay \$ ____ per claim or ____ percent of collections. This includes the processing and filling of primary claims, secondary claims, and patient balance billing. There is a minimum monthly service charge of seven hundred and fifty (\$750) which is applied to fees incurred during that month.
6. Invoiced services can be paid by check or credit card. Checks are made payable and addressed to: Podiatry Billing Services, 5018 Spring Park Road, Jacksonville, Florida 32207. Payments are due by the 10th of the month. Payments received after the 15th of the month are considered past due and subject to a 1.5% late fee. Accounts not paid by the 30th of the month will be suspended with a \$250 reinstatement charge.
7. Client elects to have primary correspondence sent via the following:
 - a. U.S. Mail:
 - b. Fax:
 - c. Scanned email:
8. The term of this agreement shall be for ____ year(s) from the commencement date. During this time the Client will not use the services of any other claims processing company and will allow PBS to process all of the Client's medical insurance claims after the commencement date. Either party may terminate this agreement at any time without cause upon at least ninety (90) days prior written notice.
9. PBS 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 claims information and data to PBS, including but not limited to procedure and diagnostic codes. Client warrants and represents that all such procedures were in fact performed on the specified patient. PBS has no authority to and will not change any procedure or diagnostic codes without the express permission and direction of the Client.

