



precision medical billing

## HOME HEALTH AUDITING SERVICE AGREEMENT

This agreement is made and entered into this \_\_\_\_ day of (Month) (Year) by and between Precision Medical Billing, hereinafter referred to as PMB, and (Company Name) hereinafter referred to as (Company Initials).

### WITNESSETH

#### GENERAL

(Company Initials) is a (Legal Entity) operating as a home health care agency located in (City, State). It is the desire of (Company Initials) to have PMB perform a Medicare billing audit of their current patients and discharged patients with dates of service from (Date) through (Date). It is the desire of PMB to provide these services to (Company Initials).

#### TERMS OF AGREEMENT

This AGREEMENT shall be effective on the date set above and shall continue until all billing is completed and final payment is made to PMB. (Company Initials) must pay all outstanding invoices before this AGREEMENT can be terminated. If any amount owed PMB is not paid within ninety (90) days of the date of invoice, it shall be considered default in the AGREEMENT entitling PMB, at its sole option to immediately terminate this AGREEMENT and (Company Initials) will incur an additional \$10,000 bill due immediately in lieu of breach of contract.

#### (Company Initials) RESPONSIBILITIES

(Company Initials) shall provide PMB appropriate access to any medical records necessary for the proper billing of (Company Initials)'s patients. It is understood and agreed that PMB cannot and does not audit charts and relies completely upon the documentation furnished by (Company Initials).

(Company Initials) shall provide PMB with all billing documentation gathered and ready for PMB to proceed with the patient's billing claims being submitted electronically, where appropriate.

(Company Initials) warrants to PMB that all conditions for billing have been complied with and that it has instructed all of its personnel on all standards of licensure and conditions of participation in every program that (Company Initials) participates in. (Company Initials) will defend, hold harmless and indemnify PMB for any breach of the above warranties.

(Company Initials) warrants that all Conditions of Participation and documentation for billing Medicare, Medicaid, any other governmental entity or governmental health care or retirement program and/or any private payor have been fully complied with before a billing request has been transmitted to Precision Medical Billing. (Company Initials) will indemnify, defend and hold harmless Precision Medical Billing for any failure by the client to comply with any federal or state statute, regulation and/or rule. (Company Initials) further represents that it will perform compliance audits to ensure that the above has been performed by its employees and contractors. Further, (Company Initials) will notify Precision Medical Billing in writing within 24 hours if it is the subject of a CMS or any other governmental audit, investigation and/or legal action.

(Company Initials): \_\_\_\_\_

PMB: \_\_\_\_\_

**PMB RESPONSIBILITIES**

PMB shall provide **(Company Initials)** such reports necessary for the efficient and quality delivery of its billing services and which are mutually agreed upon.

Services will be performed without discrimination on the basis of age, sex, race, color, religion, national origin, or disability.

**CONFIDENTIALITY**

PMB agrees to protect **(Company Initials)**'s files and information to the same extent that **(Company Initials)** protects its own proprietary information to others, other than as required for the processing of **(Company Initials)**'s claims or as required by law, except as may be specified from time to time, in writing by **(Company Initials)**. However, PMB is not liable for any loss, damage, cost, attorney's fees, court cost, or litigation cost expense arising from or out of any breach of this claim, and **(Company Initials)** hereby covenants and agrees to indemnify and save hold harmless PMB from any such losses. Both parties agree that exclusive venue and jurisdiction for any lawsuits of any kind whatsoever will be in Harris County, Texas.

**EMPLOYEES OF PMB**

From time to time PMB employees and/or representatives may undertake to train or consult with **(Company Initials)** on-site at **(Company Initials)**'s facilities. As a result **(Company Initials)** expressly agrees that any attempt on the part of **(Company Initials)** to induce employees of PMB to leave PMB's employ, or any effort by **(Company Initials)** to interfere with the PMB's relationship with its employees, would be harmful and damaging to PMB. **(Company Initials)** expressly agrees that during the term of this agreement and for a period of 2 years thereafter, **(Company Initials)** will not in any manner, directly or indirectly:

- a. Induce or attempt to induce any employee to quit employment with PMB;
- b. Otherwise interfere with or disrupt PMB's relationship with its employees; or
- c. Solicit, entice, take away, or employ any person employed with PMB.

The only way anything in this matter will be allowed is if it is mutually agreed upon by PMB and **(Company Initials)** in writing.

**BILLING, COLLECTION, AND COMPENSATION**

**(Company Initials)** shall have the sole obligation for setting billing charges of all patient charges being billed for services provided. PMB is to bill only what is specified by **(Company Initials)**.

**(Company Initials)** shall have the sole responsibility for determining the patient's financial status, insurance coverage, and for obtaining all necessary consent forms required.

As compensation for services provided under this AGREEMENT, **(Company Initials)** shall pay PMB the following fees:

**20% of all reimbursed claims received from Medicare Part A PGBA  
with dates of service (Date) through (Date) that were identified in the audit.**

*Payment is to be paid to PMB at least by the third (3<sup>rd</sup>) day after invoice is received by **(Company Initials)**.*

**(Company Initials):** \_\_\_\_\_  
**PMB:** \_\_\_\_\_

*If any amount owed PMB is not paid within ninety (90) days of the date of invoice, it shall be considered default in the AGREEMENT entitling PMB, at its sole option; to immediately terminate the AGREEMENT and (Company Initials) will incur an additional \$10,000 bill due immediately in lieu of breach of contract.*

**INDEPENDENT CONTRACTOR**

PMB shall at all times be considered an independent contractor and nothing herein shall be construed as a partnership, joint venture, or employment arrangement.

**MODIFICATION AND AMENDMENT**

This AGREEMENT constitutes the entire AGREEMENT between the parties with respect to the subject matter hereof and supersedes all previous negotiations, commitments, and writings. It may not be changed or modified except by a written instrument signed by both parties.

**VALIDITY**

This contract and by addendum and/or modifications are valid only when signed by a corporate officer of PMB.

**NOTICE**

Any notice required to be provided to any party to this AGREEMENT will be in writing and will be considered effective as of the date of deposit with the United States Postal Service by Certified or Registered mail, postage prepaid, return receipt requested, and addressed to the party as follows:

**PMB:**  
**Precision Medical Billing**  
**1000 North Post Oak Road, Suite 270**  
**Houston, Texas 77055**

**(Company Initials):**  
**(Company Name)**  
**(Company Address)**  
**(City, State) (Zip)**  
**Telephone**

A copy of all notices and communications shall be similarly served on **(Company Initials)**'s and PMB's Home Offices at the above addresses respectively.

**SIGNATURES**

In witness whereof, the parties hereto have executed this AGREEMENT in multiple originals as of the date first set forth above.

**PMB:**

**(Company Initials):**

Print Name	
Signature	
Date	
<b>Tax I.D.#:</b>	<b>76-0519050</b>

Print	
Signature	
Date	
<b>Provider #:</b>	
<b>NPI #:</b>	
<b>Tax I. D.#:</b>	
<b>Invoice Contact Name:</b>	
<b>Invoice Email Address:</b>	