

BILLING AGREEMENT

This Billing Agreement (herein, "Billing Agreement") is made effective as of this ____ day of _____, 2004 ("Effective Date") by and between Medical e-bill, Inc., a Texas corporation (herein, "Billing Company") and _____, EIN#: _____, a _____ (herein, "Clinic").

WHEREAS, Billing Company is in the business of assisting health care providers on an outstanding basis through the submission of charges to third-party payers and patients ("Billing Services");

WHEREAS, Clinic desires to engage Billing Company to provide Billing Services as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Term of Billing Agreement.

Billing Company shall perform Billing Services for Clinic in the capacity set forth herein. The service relationship between Billing Company and Clinic is terminable at the will of either party. Either party may terminate such service relationship for any reason by giving to the other party written notice of such intent, and Billing Services, and this Billing Agreement shall terminate automatically at the time such notice is sent by regular mail or facsimile.

2. Billing Company Responsibilities.

A. Submission of Charges to Third-Party Payers and Patients.

1. Billing Company agrees to submit all charges of the Clinic, as appropriate and as permitted or required by law, to any third-party payers (herein, "file claims") whose names and billing information are provided to the Billing Company by the Clinic.
2. Wherever possible, and unless instructed otherwise, Billing Company shall file claims through electronic means.
3. Unless instructed otherwise, Billing Company shall file claims within three (3) business days of receiving the charges from the Clinic.
4. Billing Company shall not be responsible at any time for ensuring that the payers have received a copy of the necessary documentation (e.g., assignment of proceeds, notice of statutory lien) which secures for

Clinic a right of direct payment from the payer under applicable law, if any. Submission of such documentation shall be the sole responsibility of Clinic.

5. In cases where claims must be filed in conjunction with supporting medical documentation normally maintained by Clinic, Billing Company will either forward such claims in hardcopy form to Clinic with instructions, or will request copies of such documentation from Clinic for attachment to the claims.
6. Where claims must be filed in hardcopy format, Billing Company shall assume the costs of postage.

B. Posting of Payments, Assessing Patient Responsibility, and Follow-Up With Third-Party Payers.

1. Billing Company will immediately post all payments which it receives from third-party payers and patients, together with any mandatory or voluntary discounts, write-offs, and/or other reductions, consistent with law, contract, and the clinic's instructions.
2. Billing Company will assign responsibility for charges to patients as appropriate, consistent with law, contract, and Clinic's instructions.
3. Billing Company will follow-up with third-party payers as necessary for the purpose of receiving monies due to Clinic. Nothing in this Billing Agreement, however, shall obligate Billing Company to follow up with monies due to Clinic by patients.

C. Re-filing or Collection of Charges Dated Prior to This Billing Agreement.

1. Unless agreed otherwise in writing, Billing Company shall not be responsible for re-filing or following-up on charges dated prior to this Billing Agreement.

D. Resources and Accounting.

1. Billing Company will utilize an appropriate computer software system which will enable the Billing Company to file claims through electronic means, file claims simultaneously with multiple payers as permitted by law, follow-up on charges which have not been paid,

regularly back-up on the computer data and perform all other responsibilities of the Billing Company as defined in this Billing Agreement.

2. Billing Company shall maintain a dedicated line for receiving fax transmissions automatically without manual intervention.
 3. Billing Company will perform back-up procedures on a daily, weekly, and monthly basis to ensure all data can be restored in the event of loss.
 4. Billing Company will submit “practice analysis reports,” or any other accounting reports as requested by Clinic, on a monthly basis to Clinic.
3. Clinic Responsibilities.
- A. Clinic agrees that it will comply with all laws, both federal and state, with respect to reporting charges to third-party payers and patients.
 - B. Clinic agrees to complete and sign any necessary documentation or contracts, as requested by the Billing Company, which will enable Billing Company to file claims electronically pursuant to the Billing Agreement.
 - C. Submission of Information From Clinic to Billing Company.
 1. Biographical and Verification Information Due Immediately Upon Receipt. Clinic agrees to provide to Billing Company immediately upon its receipt by Clinic, either by phone or by fax, biographical and verification information, and any other information, relating to third-party payers and patients which is necessary to properly submit charges to the third-party payers or patients.
 2. Information Regarding Charges and Payments Due on a Daily Basis. Clinic agrees to provide to Billing Company on a daily basis, by fax, information concerning charges incurred by the patient, as well as all payments received by Clinic. Payment information includes, but is not limited to, copies of EOBs and checks.
 - D. Billing Company’s Fee and Payment Thereof.

1. Clinic shall pay Billing Company a fee of ___% of all payments received by Clinic or Billing Company from the date of this Billing Agreement for all patients in which Billing Company processed Billing Information. Such payments shall include those made by attorneys, as well as by cash patients. The provisions in this section shall apply irrespective of a termination of this Billing Agreement for all patients whose Billing Information is in process at the time of such termination.
 2. Billing Company shall invoice Clinic on the first day of each month for the prior month's services. Clinic shall pay such invoices on or before the 10th day of the month in which such invoice is sent.
4. Designation of Billing Company as Clinic's Authorized Agent.
- A. Clinic hereby authorizes Billing Company to serve as its agent for the limited purpose of filing claims and corresponding and conferencing with insurers regarding claims. Notwithstanding the foregoing, Billing Company shall have no authority to compromise or settle claims in any manner which would result in less than payment-in-full for Clinic.
 - B. Third-party payers are hereby authorized to rely upon this written delegation of authority in their dealings with Billing Company.
 - C. Billing Company and its Billers shall at all times be independent contractors and not employees of Clinic.
5. Confidentiality and Non-Disclosure.
- A. Billing Company agrees to keep all personal and financial information relating to Clinic strictly confidential. Billing Company agrees that it will not disclose any such information to any person or third-party, except as may be reasonably necessary during this Billing Agreement to file claims, bill patients, and to receive payments on Clinic's charges.
 - B. The foregoing provisions regarding confidentiality shall survive in the event of termination of this Billing Agreement. Furthermore, the foregoing provisions constitute independent covenants and shall not be discharged by any breach or default of the party seeking their enforcement.

6. Limitation of Liability.

- A. CLINIC AGREES TO MAINTAIN COPIES OF ALL INFORMATION SUPPLIED TO BILLING COMPANY SO THAT AT NO TIME WILL BILLING COMPANY POSSESS DATA THAT IS NOT SIMULTANEOUSLY MAINTAINED IN CLINIC'S OWN OFFICE.
- B. THE PARTIES FURTHER AGREE THAT THE PROVISIONS OF THE BILLING AGREEMENT, BILLING SERVICES, AND ANY TRAINING AND CERTIFICATION SERVICES OFFERED BY BILLING COMPANY OR ANY THIRD-PARTY, DO NOT REPRESENT LEGAL ADVICE AND DO NOT ESTABLISH AN ATTORNEY-CLIENT RELATIONSHIP WITH CLINIC. THE PARTIES AGREE THAT IF THEY HAVE ANY LEGAL QUESTIONS REGARDING ANYTHING RELATED TO THIS BILLING AGREEMENT, THEY SHOULD CONSULT WITH AN ATTORNEY AT LAW.

7. Other Provisions.

- A. This Billing Agreement embodies the entire agreement and understanding between the parties and supersedes all prior agreements and understandings.
- B. This Billing Agreement shall not be modified unless mutually agreed to in writing.
- C. Neither party may assign its rights or duties under this Billing Agreement without the prior written consent of the other.
- D. Should any provisions of this Billing Agreement be found to be invalid, illegal or unenforceable, or for any reason cease to be binding on any party hereto, all other portions and provisions of this Billing Agreement shall, nevertheless, remain in full force and effect.
- E. This Billing Agreement shall be construed according to the laws of Texas. Venue for any dispute arising between the parties hereto shall be proper in Harris County, Texas.

8. Execution and Signatures.

The parties have executed this Billing Agreement effective as of the date first written above.

BILLING COMPANY

Medical e-Bill, Inc.

By: _____

Name: _____

Title: _____

CLINIC

[Name of Clinic]

By: _____

Name: _____

Title: _____