

SERVICE AGREEMENT FOR FULL REIMBURSEMENT MANAGEMENT

This Service Agreement is entered into by and between the New Hampshire Alcohol and Other Drug Service Providers Association, a New Hampshire non-profit corporation (hereinafter "NHAODSPA"), and _____, a _____ [insert description of client, ie, New Hampshire professional limited liability company, physician, etc.] (hereinafter "Client").

WHEREAS, NHAODSPA is a substance abuse providers association providing, among other services, a healthcare billing service which provides computerized claims, and billing services to healthcare providers and files medical insurance claims with government and commercial companies by electronic and paper means on behalf of healthcare providers (collectively, and including the specific services identified in Section 2 of this Service Agreement, the "Billing Services"); and

WHEREAS, the Client desires to retain NHAODSPA to provide it with the Billing Services and NHAODSPA desires to accept such engagement.

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. Membership Requirement. The Client is or will become a current member of NHAODSPA prior to NHOADSPA commencing the Billing Services on behalf of the Client. Current member status includes completion of a full membership application and payment of member dues in full. Client must retain active member status in order for NHOADSPA to provide the Billing Services herein.
2. Retention and Term. Commencing on _____, (the "Effective Date"), and continuing until _____, unless terminated earlier as provided herein (the "Term"), NHAODSPA will provide the Billing Services for all of the Client's medical insurance claims. The Client agrees to make available to NHAODSPA all information necessary to properly process the Client's claims and to submit all such billing and insurance information to NHAODSPA (**Select: Daily, MWF, Weekly**). NHAODSPA will provide Client with a direct fax number through which the Client will provide to NHAODSPA claims and billing information necessary for NHAODSPA to perform the Billing Services hereunder. Within seventy-two (72) hours of NHAODSPA's receipt of Client's claims, NHAODSPA will process and submit such claims by electronic means whenever possible, and by paper means otherwise. The scope of the Billing Services provided by NHAODSPA shall specifically include the following: (*List additional services or terms here*):
 - (a) Billing readiness assessment, preparation and support;
 - (b) Claims submission;
 - (c) Claim denial follow-up and resolution; and
 - (d) Claim analysis for data tracking.

3. Independent Contractor Status. During the Term, and in connection with the performance of the Billing Services hereunder, the parties acknowledge and agree that NHAODSPA is acting as an independent contractor and shall not be considered an employee or agent of the Client. Further, nothing in this Service Agreement shall be construed or applied to create a joint venture or partnership.
4. Confidentiality. All patient information and data provided by the Client to NHAODSPA shall be kept confidential and shall not be disclosed to anyone outside of NHAODSPA other than to the extent necessary for NHAODSPA to process and submit claims for the Client. NHAODSPA will enter into a Business Associate Agreement in connection with NHAODSPA's permitted uses and disclosures of Client's patients' protected health information as required by the Health Insurance Portability and Accountability Act of 1996. The Client will obtain any assignments, agreements, and authorizations necessary to allow NHAODSPA. The Client will not divulge the contents, terms or conditions of this Service Agreement to any third party without the express written consent of NHAODSPA.
5. Service Fee. In consideration for the Billing Services, the Client will pay to NHAODSPA a fee equal to 8% of the total (gross) amount collected by Client from ALL insurance companies and ALL patients resulting from the Billing Services performed by NHAODSPA (the "Service Fee"). The Client agrees to provide copies of all Explanation of Benefits (EOB) forms received from insurance payers to NHAODSPA as well as records of payments received directly from patients (on a weekly basis). NHAODSPA shall file any secondary or tertiary claims in an effort to secure full payment for the Client. Within five (days) of the end of each month for which NHAODSPA has provided the Billing Services to Client, the Client will submit a claims revenue statement outlining the revenue received by Client for such month (the "Revenue Statement"). NHAODSPA will then bill the Client the Service Fee based on such Revenue Statement. The Client will pay the Service Fee to NHAODSPA within [30] days of receipt of NHAODSPA'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. Should it become necessary for NHAODSPA to retain an attorney to collect any amounts owed to NHAODSPA under the terms of this Service Agreement, NHAODSPA will be entitled to recover in addition to its damages, reasonable attorney's fees.
6. Representation of Reasonableness. Both parties agree the Service Fee is commercially reasonable for the performance of the Billing Services and constitutes the fair market value of such services.
7. Management Reports. NHAODSPA shall provide to Client monthly management reports regarding the practice. The type of monthly management reports shall be as follows:
 - a) Insurance Aging Report defined as a report that lists how long a payer has taken to respond to insurance claims
 - b) Practice Analysis Report defined as a report that analyzes the revenue of a practice for a specified period of time
 - c) Aggregate Procedure Day Sheets defined as a report that lists all the procedures performed on a particular day, in numerical order
8. Exclusivity. During the Term of this Service Agreement, the Client will not use the services of any other claims processing companies and will allow NHAODSPA to

process all of the Client's medical insurance claims with government and commercial companies.

9. Termination. 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. Upon termination, NHAODSPA shall be entitled to payment for all Billing Services provided prior to the effective date of termination.
10. Client Responsibility for Claims Data. NHAODSPA 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 NHAODSPA, including but not limited to procedure codes, identifying the exact procedures Client has performed on patients and the revenue statement. Client verifies that all such procedures were in fact performed on the patients as specified. NHAODSPA has no authority to and will not change any of these procedure codes without the express permission and direction of Client. Furthermore, NHAODSPA is not responsible or liable for resolving any claims denial issues on behalf of Client with any third party payor, which shall be the sole responsibility of Client.
11. Representations and Warranties of Client. Client acknowledges and agrees that NHAODSPA is relying entirely on the claims and billing information supplied to NHAODSPA 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 and that neither Client nor any provider of client will bill separately for such claims. If any investigation is initiated or if any action is brought by any individual, entity, or government agency whatsoever regarding any of the claims filed by NHAODSPA 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. Indemnification. The Client shall indemnify, defend, and hold NHAODSPA harmless from and against any and all claims, demands, lawsuits, actions, proceedings, investigation expenses, costs, damages, multiple of damages, penalties, interest, judgment, settlement expenses, attorney fees and costs, and liabilities of any kind or nature whatsoever arising out of or in connection with Client's breach of any representation or warranty under this Service Agreement, including, but not limited to, Client's failure to provide truthful and accurate billing and claims information to NHAODSPA. NHAODSPA shall inform the Client as soon as practicable of such suit, claim, investigation or action. NHAODSPA reserves the right to participate in the defense against any such suit, claim, investigation or action.
13. Governing Law. This Service Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of New Hampshire, without regard to conflict of laws principles. Each of the parties to this Service Agreement agree and irrevocably consent to the jurisdiction of the courts of the State of New Hampshire and the United States District Court for the District of New Hampshire for the purpose of any disputes between the parties, actions, or other proceedings 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.
14. Notices. Any notices required or permitted under this Service Agreement shall be in writing and shall be deemed effective upon personal delivery or upon deposit in the United States Post Office, by registered or certified mail, postage prepaid, directed to the parties, as follows:

If to NHAODSPA, to:
10 Ferry Street, Suite 307
Concord, NH 03303

If to Client, to:

15. Amendment. This Service Agreement represents the entire agreement between the parties and shall not be amended or modified unless done so in writing signed by both parties.
16. Successors and Assigns. This Service Agreement shall be binding upon and inure to the benefit of the heirs, legatees, successors, and permitted assigns of each of the parties. Neither party shall assign this Service Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
17. Headings. The captions of the sections of this Service Agreement are for convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

[Signature page follows.]

The parties have caused this Agreement to be executed on the date written below.

[Insert Client Name]

By: _____
Name: _____
Title: _____

**NEW HAMPSHIRE ALCOHOL AND OTHER DRUG
SERVICE PROVIDERS ASSOCIATION**

By: _____
Name: _____
Title: _____

Executed on this _____ day of _____, _____.

[Signature page to NHAODSPA Service Agreement for Full Reimbursement Management]