

AGREEMENT FOR SERVICES

THIS AGREEMENT (“Agreement”) is made this 1st day of _____ 2010, by and between eMP Billing, Inc, hereinafter referred to as “eMP”, a Florida corporation and , _____, Inc, hereinafter referred to as “Client”.

RECITALS

WHEREAS, eMP is engaged in the business of providing billing and collection services; and

WHEREAS, the Client is engaged in the nurse practitioner and physician services business; and

WHEREAS, eMP desires to provide billing and collection services to the Client and the Client desires to obtain said services from eMP.

AGREEMENT

NOW THEREFORE, the parties agree as follows:

1. Obligations of eMP. eMP shall:
 - a. Provide billing and collection services for the Client, which services shall include complete responsibility for the billing of all physician and nurse practitioner related supplies and services billable to the Center for Medicare and Medicaid Services “CMS” for Medicare Part B qualified patients, subject to the limitations set forth by Medicare and the Center for Medicare and Medicaid Services “CMS” and other valid insurance sources.
 - b. Use the Client’s Medicare provider number, federal tax identification number and commercial provider numbers for the billing of all claims. All checks from Medicare and any other payer source will always be made payable to the Client. The Client will always have control of all funds. Under no circumstances will eMP deposit funds made payable to the Client into an eMP banking account.

- c. Charge the Client seven percent (07%) for collections received for all products and services.
- d. Maintain the confidentiality of all records in accordance with the generally accepted industry standards and all applicable federal and state laws.
- e. Use the information obtained from the Client in accordance with this Agreement for the sole purpose of satisfying its obligations hereunder.
- f. Answer accounts related questions to the Client only. eMP will not be responsible for questions related to balances from patients of the Client.
- g. Forward checks received directly from Medicare and applicable insurance companies with a copy of the explanation of benefits to the Client by the end of the day on which they are received by eMP.

2. Obligations of the Client. The Client shall:

- a. Be responsible for acquiring up-dates in information regarding patients, which shall include but not be limited to, new patient data, changes in patient demographics and insurance information.
- b. Be responsible for providing the diagnosis and procedure codes to eMP for all charges to be billed on behalf of the Client.
- c. Ensure that copies of all checks and related paperwork (i.e. explanations of benefits) from Medicare and applicable insurance companies are mailed directly to eMP for expedited processing in the event they are received by the Client.
- d. Provide access to such physicians' orders, patients' charts, and treatment records as are deemed necessary by eMP to support claims to Medicare and applicable co-insurance companies.

- e. Be responsible for the provider enrollment and credentialing process of all insurance companies.
- f. Pay the total amount due within 14 days upon receipt of all bills for services submitted by eMP.
- g. Client is responsible for collection of all private pay balances, copays and deductibles. If the Client chooses, eMP will mail monthly private statements at a cost of fifty cents (\$.50) each. If the Client chooses to handle statements themselves the statements will be forward to the Client with the month end closing reports.

3. Term.

- a. The term of this Agreement shall extend from _____ 1st, 2010 to _____ 1st, 2012.

4. Termination.

- a. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Notice is to be sent to the other party certified through the United States Postal Service to the below listed address.

eMP:
eMP Billing
Post Office Box 11576
Pensacola, Florida 32524-1576

- b. Upon termination, neither party shall have any further obligation hereunder, except that eMP shall promptly send to Client all checks, related paperwork and all other documentation belonging to the Client upon such termination in possession of eMP or received by eMP subsequent to the termination.

5. Renewal.

- a. This Agreement shall automatically renew every two (2) years on the anniversary date hereof, unless canceled by either party as outlined under the termination provision in section 4.

6. Miscellaneous.

- a. This Agreement shall be constructed in accordance with the laws of the State of Florida. Venue shall lie in Escambia County, Florida.
- b. If a dispute arises under this Agreement resulting in litigation, the losing party shall pay the prevailing party all costs of litigation, including a reasonable attorney's fee.
- c. This Agreement constitutes the entire agreement between the parties and supersedes all agreements, promises and understandings with respect to the subject matter hereof. This Agreement may not be altered, or modified except by a writing signed by both parties.

7. Corporate Compliance Policy

- a. eMP has adopted a Corporate Ethics and Compliance Program set forth in a policy manual. A copy of this program is attached as attachment A. and will be considered part of the obligations of eMP pursuant to this contract.

8. Indemnification

- a. eMP does hereby indemnify and hold Client harmless from and against any and all loss, claim, damage, liability or expense whatsoever (including, but not limited to, all attorney's and paralegals' fees and expenses at all levels or proceeding, including but not limited to, bankruptcy, collection and appeals), and other out-of-pocket disbursements, incurred by Client due to a breach of this Agreement by eMP.

- b. Client does hereby indemnify and hold eMP harmless from and against any and all loss, claim, damage, liability or expense whatsoever (including, but not limited to, all attorney's and paralegals' fees and expenses at all levels or proceeding, including but not limited to, bankruptcy, collection and appeals), and other out-of-pocket disbursements, incurred by eMP due to a breach of this Agreement by Client.

IN WITNESS WHEREOF the parties have executed this agreement as of the day and year first written above.

eMP Billing, Inc.

By: Jon Brakefield, President

Client:

By: _____
