



## SERVICE CONTRACT AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between PHYSICIAN CLAIM CORP. referred to as PCC AND \_\_\_\_\_ referred to as PHYSICIAN. In consideration of the representations contained herein, the parties agree as follows:

I. PCC will perform the following service for said PHYSICIAN:

A. Prepare and file Medicare Insurance Claims Electronically and claims for all other carriers who can receive electronic claims from PCC (any others are filed manually).

B. Follow-up and investigate denials and discrepancies with insurance companies to ensure accuracy of payments. Prepare and mail patient statements to collect for services not covered by insurance. PHYSICIAN is required to provide all EOB's and record of patient payments in a timely manner to facilitate the follow-up and investigative process. If PCC determines that PHYSICIAN is not providing these items timely, then PCC will have the right to discontinue the follow-up and investigative service identified in this paragraph by providing written notice to the PHYSICIAN.

II. PHYSICIAN agrees as follows:

A. PCC's fees for services identified in 1.A. and 1.B. above will be \$6.00 per claim. The fee is earned by PCC upon filing of the claim with Medicare or any other carrier.

B. PHYSICIAN agrees to pay PCC via electronic transfer or charge to PHYSICIAN's bank account as specified in the PHYSICIAN BANKING AGREEMENT in attachment 1. PCC will invoice PHYSICIAN once a month at the end of every month with a detail showing the number of claims filed on PHYSICIAN's behalf. PHYSICIAN's bank account will be charged on the 20<sup>th</sup> of the month following the invoice date. If PHYSICIAN has any dispute with an invoice, it must be made in writing (by fax, e-mail or 1<sup>st</sup> class mail) and received by PCC prior to the 5<sup>th</sup> of the month following the invoice date. The fee(s) for a claim or claims disputed for which notice of a dispute is not received by PCC by the 5<sup>th</sup> of month following the invoice date in accordance with this agreement is due and owing despite the late-claimed dispute.

C. If funds are not available for payment of the invoice(s) the account will be considered delinquent. Delinquent payment will constitute a breach of this agreement. A \$50 service fee will be assessed for an account that does not have

funds available to pay an invoice that is due. Upon a breach of this agreement, PCC will have the right to immediately discontinue services specified in paragraph 1 above. Claims already filed by PCC are due and owing regardless of whether PCC chooses to discontinue providing its services. PHYSICIAN agrees to pay a finance charge of 1.5% per month for each month for any and all invoice(s) that are delinquent. This finance charge is applied and due whether PCC agrees to continue services or not. PCC's decision to not discontinue services for a delinquent account does not constitute a waiver of its right to discontinue services at a later date or of its right to receive the funds and finance charges that are due and owing.

D. PHYSICIAN agrees that PHYSICIAN or PHYSICIAN'S REPRESENTATIVE set forth below, has authority to enter into this agreement on behalf of PHYSICIAN.

E. PHYSICIAN agrees that PCC has a right to retain claim information (data and other information received from PHYSICIAN) until payment has been made in full for PCC's work on the claim and no account is delinquent.

III. EITHER party may terminate this contract by providing 30 days written notice to the other party at their business address. Once written notice of termination is given, PCC will bill claims for the final 30 days on a prepaid basis only.

IV. The PHYSICIAN is responsible for complying with all federal, state and local rules, laws, ordinances and regulations and PHYSICIAN will NOT hold PCC liable for errors, omissions or misrepresentations made by the PHYSICIAN. PHYSICIAN will defend, indemnify and hold PCC and its officers, employees and agents harmless from any claims for liability, injury, or damages arising out of the performance of this agreement except for claims based upon the sole negligence of PCC.

V. This agreement supersedes any and all prior negotiations, proposed agreements, and agreements, written or oral. This agreement shall not be amended or modified unless mutual written consent is given by both parties.

VI. The PHYSICIAN shall not assign any interest under this Agreement without written consent of PCC. This Agreement shall be binding upon, and be enforceable by, the respective successors, heirs, assigns, and legal representatives of the parties.

VII. In the event that any dispute between the PHYSICIAN and PCC cannot be settled by mutual agreement, both parties agree to binding arbitration in Wisconsin, by the American Arbitration Association. In the event of a dispute that a party believes should be arbitrated, the proposing party should send written notice by FedEx to the other party with regard to the nature of the dispute, the obligations (or lack thereof) of the parties relating to the dispute, and the proposing party's demand that the dispute be arbitrated. The responding party is obligated to respond to the arbitration demand in writing by FedEx within twenty (20) days, explaining its belief as to the nature of the dispute and the obligations (or lack thereof) of the parties relating to the dispute. The proposing party is responsible for submitting the initial arbitration paperwork, however, the initial fee for the arbitration shall be split between the parties. In the event the responding party fails to respond to the proposing party's arbitration demand letter, the proposing party is not obligated to arbitrate the dispute, and may, in its discretion, file suit, and the non-

responding party may not rely on the arbitration provision contained herein to avoid litigation. Each party shall bear its own costs for the arbitration, including attorney fees. In the event litigation is necessary to enforce the arbitrator's decision, the costs, including actual attorneys' fees, of such litigation shall be paid by the party that loses in the court.

VIII. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin, notwithstanding its conflicts of laws.

IX. If any provision of this agreement is held to be invalid, void or unenforceable, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired or invalidated.

X. This agreement may be executed in counterparts, any of which shall be deemed to be the original if fully executed by the Parties. Fax signatures or copy signatures shall be deemed as valid as the originals.

HAVING READ THIS DOCUMENT IN ITS ENTIRETY, AND AGREEING WITH THE CONTENTS THEREOF, PHYSICIAN CLAIM CORP. and said PHYSICIAN have hereto set their hands on the day first above written.

PHYSICIAN or PHYSICIAN'S  
REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHYSICIAN CLAIM CORP.  
REPRESENTATIVE: \_\_\_\_\_

ADDRESS: PO Box 279  
Onalaska, WI 54650

**ATTACHMENT 1  
PHYSICIAN BANKING AGREEMENT**

By signing below, PHYSICIAN consents to allow PCC to charge (electronically transfer funds from) their bank account number \_\_\_\_\_, routing number \_\_\_\_\_ at \_\_\_\_\_ bank domiciled at \_\_\_\_\_.

This charge will be made monthly in the amount of an invoice mailed or faxed to the PHYSICIAN for services rendered at the end of each month. The charge to the PHYSICIAN's bank account will be made on or about the 20<sup>th</sup> of the month following the invoice date. The PHYSICIAN further agrees to immediately inform PCC in writing (by e-mail, fax, or 1<sup>st</sup> Class Mail) when they have changed bank accounts or banks and to provide PCC with a new Physician Banking Agreement with the new bank's information. The PHYSICIAN further agrees not to dispute the Fees once the Fees have been charged to their bank account.

PHYSICIAN or PHYSICIAN'S  
REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_