

BILLING SERVICE AGREEMENT

This Agreement is made effective as of _____, by and between

DME Services of Texas, Inc.
2201 N. Galloway Ave.
Mesquite, Texas 75150-5733

and

In this Agreement, the party who is contracting to receive services shall be referred to as "The Company", and the party who will be providing the services shall be referred to as "The Billing Service".

The Billing Service has a background in billing for Durable Medical Equipment, and is willing to provide services to The Company based on this background.

The Company desires to have services provided by The Billing Service.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on ____ / ____ / _____, The Billing Service will provide the following services, (collectively the "Services"):

Provide billing services that include but are not limited to submitting insurance claims as well as the electronic submission of Medicare claims. Other services as requested by the Company.

The Company certifies that all claims presented to the Billing Service for submission to Medicare are legitimate and authentic and that no fraud or abuse has taken place or is involved with the claims.

2. PAYMENT. The Company will pay a fee to The Billing Service based on 8% of the amounts received/collected by the Company. *All payments shall be mailed directly to the company and the company shall have complete control over the reimbursement from Medicare.* The Company will provide copies of all EOMB's and/or payment remittance notices they receive as the result of billing done by the Billing Service so that the Billing Service is able to properly calculate the fee to be charged the Company. There shall also be a set-up fee of \$2.00 per patient, with an initial minimum of \$150. Texas State Sales Tax will be collected for companies in the state of Texas.

This fee shall be billed monthly and is due upon receipt by the Company of the Billing Service's invoice. If the Company fails to pay the invoice within 15 days, the Billing Service reserves the right to cease all submission of claims at that time until all invoices have been paid in full. Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that The Billing Service shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which The Billing Service has not yet been paid.

3. TERM/TERMINATION. This Agreement may be terminated by either party upon 15 days written notice to the other party.

4. RELATIONSHIP OF PARTIES. It is understood by the parties that The Billing Service is an independent contractor with respect to The Company, and not an employee of The Company. The Company will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of The Billing Service.

5. EMPLOYEES. The Billing Service's employees, if any, who perform services for The Company under this Agreement shall also be bound by the provisions of this Agreement.

6. CONFIDENTIALITY. The Billing Service recognizes that The Company has and will have the following information:

- prices
- customer lists
- Medical information

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of The Company. The Billing Service agrees that The Billing Service will not at any time or in any manner, either directly or indirectly, use any Information for The Billing Service's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of The Company. The Billing Service will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

7. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

8. RETURN OF RECORDS. Upon termination of this Agreement, The Billing Service shall deliver all records, notes, data, memorandum, models, and equipment of any nature that are in The Billing Service's possession or under The Billing Service's control and that are The Company's property or relate to The Company's business.

9. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

Company:

Billing Service:

DME Services of Texas, Inc.
ATTN: Terry D. Henderson
2201 N. Galloway Ave.
Mesquite, Texas 75150-5733

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

11. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

12. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

13. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Texas.

DME Services of Texas

By: _____

Date: _____

Company Name

By: _____

Date: _____

By: _____

Date: _____