

BILLING SERVICES AGREEMENT

THIS AGREEMENT, made and entered into, effective the first day of _____, by and between The 3700 Company, L.L.C., a Colorado limited liability company, hereinafter referred to as Business Options; and _____, hereinafter referred to as Client.

- A. **Whereas**, Business Options is in the business of providing billing services for health care providers and related businesses; and
- B. **Whereas**, Client provides health care services and/or products to patients; and
- C. **Whereas**, Business Options desires to provide billing services for Client, and Client desires to obtain such services from Business Options.

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, Business Options and Client agree as follows:

1. **BUSINESS OPTIONS PROVIDES.** Business Options shall provide Billing Services for the Client.
 - a. "Billing Services" means, and shall include the following:
 - i. The posting of charges and payments;
 - ii. Invoicing to third party payors;
 - iii. Issuing billing statements to patients;
 - iv. Deposit of payments received into an account designated and owned by Client for such purpose;
 - v. Providing to Client month end closing reports; and
 - vi. Follow up on account aging to identify bad debts to turn to a collection agency.
 - b. Business Options shall provide employees at its location to perform the Billing Services.
 - c. Business Options shall provide its own computers and software to perform the Billing Services.

- d. Business Options shall provide all supplies and postage necessary to perform the billing services.
2. **CLIENT PROVIDES.** Client shall provide the following:
 - a. Employees in their location to gather patient demographic information, physician orders, and documentation of the charges to be billed.
 - b. Client shall be responsible for obtaining all the original documentation required by law to substantiate the charges presented to Business Options for billing.
 - c. Computers and software used by Client's personnel in Client's office.
3. **FEE FOR SERVICES.** Client shall compensate Business Options for Billing Services upon the following terms and conditions: **Pricing is client specific.**
4. **TRAVEL EXPENSES.** Client and Business Options shall each bear the travel expenses of their respective employees incurred in the performance of this agreement subject to the following limited exception: If Client terminates this agreement within one year of its effective date, Client shall reimburse Business Options for its travel expenses and start up expenses related to on-site visits to Client's office(s). These expenses include but are not limited to: airline tickets, car rentals, hotel accommodations and \$25.00 an hour for each Business Options employee conducting the on-site visits.
5. **CONFIDENTIALITY.** Business Options personnel shall be instructed regarding the confidential nature of the information to which they have access. The information provided by Client will be used for billing purposes only and will not be released to any other party without express written consent from the patient.
6. **RECORDS.** Business Options will allow authorized Client personnel access to all billing records for auditing purposes. Third party payors will be allowed access to the billing records in accordance with the provision of their contract with Client.
7. **TERM.** The term of this agreement shall be for two (2) years from the effective date and thereafter shall automatically renew for additional one (1) year periods. After the initial two years, this agreement may be terminated by either party, with or without cause, upon sixty (60) days' written notice. For a period of 90 days following termination, Business Options will be paid eight percent of all collections received by the Client for dates of service prior to the termination date.

8. **EMPLOYEES OF PARTIES.** During the term of this agreement and for a period twelve (12) months following the termination of this agreement, neither party will, except with the other party's written approval, solicit or offer employment as an employee, consultant, independent contractor, or in any other capacity to the other party's employees or staff.
9. **NOTICE.** Any notice to be given pursuant to this agreement shall be deemed given at such time as it is mailed to the addressee by certified mail, return receipt requested, to the addresses shown below:

Business Options
Attn: Sherry Larson
2233C East Main Street
Montrose, CO 81401

10. **ENTIRE AGREEMENT.** This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed on this agreement.
11. **BINDING EFFECT.** This agreement shall inure to the benefit of and be binding on the parties, their assignees, and successors.
12. **SEVERABILITY.** If any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term or provision held to be invalid.
13. **GOVERNING LAW.** This agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance. The courts of the State of Colorado shall have exclusive jurisdiction to decide any case or controversy arising out of the terms of this agreement, and venue for any such action shall be in Montrose County, Colorado.

14. **ATTORNEY FEES.** In any proceeding for the resolution of any controversy or claim arising out of, or relating to, this contract, or its breach, the finder of fact shall determine and award to the prevailing party, its reasonable attorney fees.
15. **WAIVER.** No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.
16. **ASSIGNMENT OF RIGHTS.** The rights of each party under this agreement may be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.
17. **COUNTERPARTS.** This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Business Options and Client have caused this agreement to be signed effective the day and year first written above.

CLIENT

BUSINESS OPTIONS

Sherry Larson