

Advanced Billing Svc, LLC



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Apple Valley, MN 55124
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This Service Agreement is entered into between Advanced Billing Svc LLC, (hereinafter "Billing Center") a Medical Billing company and Le Sueur County Social Services, (hereinafter "Client"), a healthcare provider.

WHEREAS, Billing Center is a healthcare billing and service company which provides computerized claims, billing and collection services to healthcare providers and which files medical insurance claims on behalf of healthcare providers with government and commercial companies by electronic and paper means, and which also provides for billing services directly to patients or for patient's portion of healthcare provider fees not covered by insurance; and

WHEREAS, the Client desires to retain Billing Center to provide it with claims and billing services whereby Billing Center will file insurance claims with government and commercial companies by electronic and paper means on behalf of Client;

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. Commencing on 1/1/2026, Billing Center will process all the Client's medical/mental health insurance claims for payment by government and commercial companies by either electronic or paper means. The Client agrees to make available to Billing Center all information necessary to properly process the Client's claims and to submit all such billing and insurance information to Billing Center Weekly/Monthly (Daily, MWF, Weekly). In return, Billing Center will process and submit all Client's claims within seventy-two (72) hours by electronic means wherever possible, and by paper means otherwise.
2. Billing Center will provide to Client a Pick-up Service (Daily, MWF, Weekly), through which the Client will provide to Billing Center claims and billing information necessary for Billing Center to properly process the Client's claims. This information can also be sent by fax or mail.
3. All patient information and data provided by the Client to Billing Center shall be kept confidential and shall not be disclosed to anyone outside of Billing Center other than to the extent necessary for Billing Center to process and submit claims for the Client. In addition, the Client will not divulge the contents, terms or conditions of this Service Agreement to any third party without the express written consent of Billing Center.

4. The Client will pay Billing Center a one-time setup fee of N/A to cover the cost of gathering information from the Client and setting up the Client's files for entry into computer system. The information and initial setup covered by this initial fee includes, but is not limited to: Doctor Profile; Listing of Current Insurance Companies Used; Referring Physicians; Facilities at Which Doctor is Accepted or Transfers Work; Diagnostic Codes; Procedure Codes and Fees; Signed Patient Registration Forms (to be kept in Client's office); Registration with Clearing House which will distribute claims to the carriers.

5. The Client will pay to Billing Center 4% for targeted case management services of the total (gross) amount collected from ALL insurance companies and ALL patients as a result of the billing services performed by Billing Center for Client and a monthly software fee of \$55.00. The Client agrees to provide copies of all remittance/EOB forms received from insurance payors (not sent electronically) to Billing Center as well as records of payments received directly from patients (Daily, MWF, Weekly). Billing Center shall post the take backs and payments received from the insurance payors to the patient's file, shall file any secondary or tertiary claims, and shall bill the patient directly when necessary in order to secure full payment for the Client. If no payment is received after 3rd statement is sent to patient the Billing Center will call patient to make payment arrangements.

6. Billing Center shall provide to Client management reports regarding the practice on a monthly basis. The types of Monthly Management Reports shall be as follows:

- Patient Billing
- Monthly Statements
- Activity Reports
- Insurance Aging Reports
- Patient Aging Reports
- Practice Analysis

7. Billing Center will close its books for billing purposes on the last day of each month and will bill the client for its services on the 5th day of each succeeding month for the previous month's processing. The Client will pay Billing Center for its services within thirty (30) days after receiving Billing Center'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.

8. During the term of this Service Agreement, the Client will not use the services of any other claims processing companies and will allow Billing Center to process all of the Client's medical insurance claims with the government and commercial companies.

9. **By signing this Service Agreement the client is committing to a 24 month term of billing services. If the client terminates this Service Agreement prior to the expiration date the client agrees to pay Advanced Billing Services the monthly fee of \$55.00 for the remainder of the 24 month term. After the 24 month term a sixty (60) day written termination notice is required.**

10. Billing Center 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 Billing Center, including but not limited to procedure codes, identifying the exact procedures Client has performed on patients. Client verifies that all such procedures were in fact performed on the patients as specified. Billing Center has no authority to and will not change any of these procedure codes without the express permission and direction of Client.

11. Client understands that Billing Center is relying entirely on the claims and billing information supplied to Billing Center 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. If any investigation is initiated or if any action is brought by any individual, company or entity whatsoever regarding any of the claims filed by Billing Center 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. INDEMNITY, AND INSURANCE

Indemnity. The Billing Center does hereby agree that it will defend, indemnify, and hold harmless the Department and the County against any and all liability, loss, damages, costs, and expenses which the Department or County may hereafter sustain, incur, or be required to pay:

- (1) By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or
- (2) By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
- (3) By reason of any negligent act or omission or intentional act of the Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services under this Agreement.

Insurance. The Billing Center does further agree that in order to protect itself as well as the Department and the County under the indemnity agreement provision hereinabove set forth, it will at all times during the term of the Agreement have and keep in force:

The Provider shall require that each independent professional/contractor rendering counseling and/or health care services on a regular basis to recipients under this Agreement furnish the following proof of professional liability insurance in the following manner:

A professional liability insurance policy covering said independent professional/contractor, its agents, or employees while performing services under this Agreement in the following amounts: \$300,000 per claimant for personal injuries, bodily injuries, death, and/or damages, and \$1,000,000 for total personal injuries, bodily injuries, death, and/or damages arising from one occurrence.

Prior to the effective date of this Agreement, the Billing Center will furnish the County, through the Department, with certificates of bonding and insurance.

The County, through the Department, may withhold payment for failure of the Billing Center to furnish certificates of bonding and/or insurance as required above.

In the event that claims or lawsuits shall arise jointly against the Billing Center and the County, and the County elects to present its own defense, using its own counsel, in addition to or as opposed to legal representation available by the insurance carriers providing the coverage as stated above, then such legal expense shall be borne by the County.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty (30) days' prior notice by the insured to the County, through the Department.

13. Should any of the provisions of this Service Agreement be found to be invalid by any court of competent jurisdiction, the remainder of this Service Agreement shall nonetheless remain in full force and effect.

14. This Service Agreement shall be interpreted under the laws of MN and any disputes between the parties 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 shall be resolved in Le Sueur County, MN.

15. Any notices or communications anticipated by this Service Agreement shall be directed to the parties, as follows:

BILLING CENTER:
Advanced Billing Svc, LLC
PO Box 240871
Apple Valley, MN 55124

CLIENT:
Le Sueur County
88 South Park Ave
Le Center, MN 56057

16. This Service Agreement represents the entire agreement between the parties and shall not be modified unless done so in writing signed by or on behalf of both parties.

17. This Service Agreement shall be binding upon and inure to the benefit on the heirs, legatees, successors, and assigns of each of the parties.

Executed this ____ day of _____, _____.

Client / County of Le Sueur

BY: _____

Chairperson of Its County Board

ATTEST: _____

Clerk of the County Board

Billing Center

BY: _____

Title

Approved as to legality, form, and execution.

BY: _____
County Attorney

DATE: _____