



## **Provider Agreement for Mental Health Billing Services**

This Provider Agreement for Mental Health Billing Services (Contract) is between TheraThink, hereafter known as “TT,” and [REDACTED]; hereafter known as the “**Provider**,” for the billing practices described in the Contract below:

### Accounts Receivables (A/R) Services

- I. The **Provider** agrees to send to TT, on a minimum monthly basis, a record of all **EOBs** received by the Provider from patients, insurance carriers, third-party payers, and all other sources for all outstanding services provided to TT by the Provider during the term of this Contract. The information requested on the TheraThink includes, at a minimum:
  - A. Date of Payment & Date of Service
  - B. Patient Name (only needed when making a patient or third-party payment). There must be a copy of the EOB for insurance payments for the name to be absent, in which case please list the insurance carrier’s name (one record per EOB) .
  - C. Amount of the payment.
- II. TT agrees to post payments on a detailed line item basis to the Providers’ patient accounts on the TT application panel.
- III. The Provider agrees to retain all original documents relating to payments received by the Provider from patients, insurance carriers, and all other sources for services rendered by the Provider.

### Claims Processing Services

- I. The Provider agrees to provide to TT detailed information on all current patients being seen by the Provider who have an outstanding balance with TT. The Provider further understands that such detailed information is required in order for TT to carry out its responsibilities under this Contract. The Provider understands that obtaining this information is the Providers responsibility. This information must be posted, in full, to TT’s Application.
- II. The Provider understands that such detailed information includes:
  - A. **New & Established Patients**
    1. Detailed and current patient demographic information.

Provider Initials: [REDACTED]

- a. Patient name
  - b. Patient address – physical and/or mailing;
  - c. Patient date of birth;
  - d. Guarantor (if applicable);
  - e. Guarantor address (if applicable);
  - f. Guarantor date of birth (if applicable).
2. Insurance Billing Information – Primary, Secondary, Tertiary
- a. Copy of front and back of all insurance cards;
  - b. Member/subscriber identification number (include alpha prefix);
  - c. Patient’s relationship to subscriber;
  - d. Current customer Service/benefit phone number of insurance company;
  - e. Name of managed care company (if applicable); and

**B. Claims Processing Information**

1. Appointment Log – Created within the TT Application (also used for tracking payments).
- a. Patient name;
  - b. Date of service;
  - c. CPT Billing Code;
  - d. Bill amount for each date of service; and
  - e. Diagnosis / ICD-9 or ICD-10 codes (only for first date of service or if code has been changed or updated).

- III. TT agrees to edit and process detailed information. TT will submit all claims by way of electronic submission via OfficeAlly (if insurance carrier accepts electronic submission) or by paper claim using an HCFA-1500 or UB-04 (for insurance carriers that do not accept or are not set up for electronic claims submission) within three (3) business days of receipt of completed claim information, allowing time to process cancellations.
- IV. The Provider agrees to retain and be responsible for all original documents relating to all claims made for services rendered by the Provider under this Contract.

Payment for Claim Processing, Accounts Receivable Services

- I. During the term of this Contract, the Provider agrees to pay TT for the services described above in Claims Processing Services and Accounts Receivable Services at the rate of **seven percent (7%)** of the “total payments received” by the Provider (as described below) for all services delivered by the Provider during the terms of the Contract.
- II. “Total Payments Received” is defined as follows:
- A. Revenue collected by the Provider in any form for accounts receivable and claims services delivered by TT during the term of this Contract.

Provider Initials:

III. The Provider agrees to pay monthly invoices directly to TT within thirty (30) days of issuing.

#### Invoicing Procedure

- I. TT will submit an invoice to the Provider by the 15<sup>th</sup> of each month detailing all billable claims that have been paid during the previous month. The Provider agrees to issue payment for TT's invoice within fifteen (15) days of the invoice date.
- II. The Provider agrees that TT invoices which are not paid within 30 business days of the date of the invoice will accrue a late fee of \$50 for each thirty (30) days that the payment is late.
- III. The Provider agrees that TT may, at its sole discretion, refer for collection to an attorney or collection agency with no further notice to the Provider, all TT invoices remaining unpaid ninety (90) days after the invoice date and that a collection fee of \$100 will be applied to the Providers balance due.
- IV. Failure by TT to forward an account for collection ninety (90) days after the invoice date as described above shall not be construed as a waiver by TT to exercise its option to forward the account for collection.
- V. Hard copy and electronic files on site at TT relating to the business activities performed under this Contract are the property of TT. The Provider is responsible for retaining all original documents relating to the business activities performed under this Contract.

#### Provider Representations and Warranties

- I. All claims for services furnished to TT by the Provider including, without limitation, any information with regard to the Provider's services rendered and the Provider's fees due shall be true and correct in all respects.
- II. All claims submitted are owned by the Provider, and claims have not been previously sold, assigned, transferred, pledged, or otherwise encumbered to, or in favor of, any person or entity other than TT.

#### Security

- I. TT agrees to use reasonable efforts to provide proper computer backup and security and agrees to provide confidentiality of information and records in conformance with the Health Insurance Portability and Accountability Act (HIPAA) and other applicable government regulations.

#### Limitation of Liability

- I. The Provider agrees that TT shall not be liable to the Provider or any person claiming through or under the Provider for any expense of any kind whatsoever or for any lost profits or damages of any kind whatsoever caused by TT or its assigns. It is agreed that, with the exception of gross negligence or willful misconduct by TT, TT shall not be liable for loss of business or other consequential damages even if TT or its assigns has been advised of the possibility of such damages.

Provider Initials:

- II. The Provider further agrees that the warranty expressed above is in lieu of all other warranties, express or implied, including, but not limited to, any implied warranty of merchantability, fitness or adequacy for any particular purpose or use, quality, productivity or capacity.
- III. TT shall have no liability to the Provider if electronic or paper data or records are destroyed by fire, strike, theft, acts of God, or for any other cause including, but not limited to system malfunction, computer malfunction, or inability to access the computer hardware or files. TT agrees that it will use its best efforts to minimize the possibility of such damage or loss to the Provider by utilizing reasonable data storage and backup procedures for the entire Provider's data on file at TT.
- IV. The Provider agrees to hold TT harmless from any liability resulting from violations of state or federal law or regulation relating to the extension of credit or the handling of accounts receivable for the Provider. The Provider agrees to aid in the defense of TT in any state or federal proceeding relating to the potential liability described in this paragraph.

#### Indemnification

- I. The Provider shall indemnify, save and hold harmless TT and its respective owners, officers, and employees from and against any and all costs, expenses, judgments, penalties, or fines (including and without limitation, attorney's fees) for which TT and/or its owners, officers or employees may become liable or whether groundless or otherwise, alleged to arise out of or to be in connection with the Provider's business of providing claims information or any and all other materials and data to TT except to the extent that such costs, expenses, judgments, penalties or fines arise solely by reason of the gross negligence or willful misconduct of TT.
- II. This paragraph shall survive any termination or expiration of this Contract.

#### Term and Termination of this Contract

- I. This Contract shall be for a minimum of one (1) month and will begin on the signature date below unless otherwise agreed in writing and will renew each month automatically.
- II. This Contract may be terminated by either party upon the submission of fifteen (15) days written notice to the other party after the minimum term described in paragraph I of this subsection has expired or by mutual written agreement if the contract set forth is being followed.

#### Provisions

- I. This Contract constitutes the entire agreement between the Provider and TT and no amendment or modification shall be valid unless agreed to in writing by both parties.
- II. Should any provision of this Contract be deemed unenforceable or against public policy, the parties agree that the remaining portions of the Contract will be binding upon the parties.

Provider Initials:

- III. In the event that a lawsuit or other type of action is brought by any party under this Contract to enforce any of its terms, it is agreed that the prevailing party shall be entitled to recover its legal cost, including reasonable attorney fees.
- IV. Any problem with this contract will be handled by the American Arbitration Association.

**In witness whereof, the respective parties have executed this Contract effective as of:**

**Date:**

**Practice:**

**Authorized Signature:** 

**Title:**

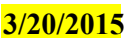
**Printed Name:**

**Practice Address:**

**For TheraThink: Chapin and Schergen LLC.**

**Authorized Signature:**

**John "Denny" Chapin  
905 15th Ave #3  
Seattle WA 98122**

**Date:** 

**Provider Initials:** 