

PI BACK OFFICE SERVICE AGREEMENT

for Billing, Collections and Consulting Services Relative to Auto Injury / Slip & Fall Cases

(Herein, "Service Agreement") --- Version 001--- Last Update 16 December 2021

This Service Agreement is made by and between PI Back Office LLC (herein, "Servicing Company") and the below-signed Clinic (herein, "Clinic"), whose addresses are referenced below.

WHEREAS, PI Back Office LLC is in the business of assisting health care providers on an outsourced basis through (1) the securing of injury accounts through various methods to help ensure prompt, direct, and full payment, (2) the submission of charges to accident payers, (3) follow-up and collection of injury accounts, and (4) growing injury practices through the addition of treatment-related services ("PI Services");

WHEREAS, Clinic desires to engage PI Back Office LLC to provide PI Services at the rates specified herein for the minimum number of new injury accounts per month;

The parties agree as follows:

1. PI Back Office LLC Responsibilities

A. Scope of This Agreement

1. This Agreement only applies to non-work-related automobile accident and slip and fall cases. This Agreement does not cover other types of accident scenarios including without limit work-related accidents.
2. PI Services does not include intervention in any medico-legal process including without limit civil and administrative proceedings, mediation, arbitration, interpleader actions, cross-claims or counterclaims, requests for reconsideration, independent reviews, internal appeals, and insurance contract disputes or issues. In the event that Clinic wishes for PI Back Office LLC to assist Clinic in engaging in a medico-legal process, such assistance, if permissible under the law, shall be agreed to under a separate written agreement.

B. Change of Name

1. Clinic understands that in the future, PI Back Office LLC may change its name and/or assumed names, as well as principle place of business and legal structure. Clinic agrees that such changes do not constitute an assignment of this Agreement to another party.

C. Outfitting of Clinic with Appropriate Intake Forms

1. PI Back Office LLC shall be responsible for ensuring that Clinic is positioned to receive appropriate intake documentation completed and executed by the patient for helping to ensure the ability to collect on the injury accounts.

D. Referral of Accounts by Clinic; Initial Review and Acceptance; Re-Assignment to the Clinic

1. While Clinic may informally agree to refer all of its injury cases to PI Back Office LLC for processing, referral of a case actually occurs when the Clinic first submits, or grants access to, the information to the PI Back Office LLC relating to a particular accident case as described in this Agreement.
2. Unless otherwise agreed in writing, upon referral of any case to the PI Back Office LLC, PI Back Office LLC will review the case and seek to make a determination as to whether it will accept such case for purposes of billing claims to one or more Payers. If PI Back Office LLC wishes to accept the case for billing purposes, it will promptly notify Clinic in writing and as soon as practicable to that effect. Clinic agrees that unless it hears from the PI Back Office LLC to the contrary, a case which has been referred but not expressly accepted in writing by the PI Back Office LLC for billing purposes has not been accepted for such purposes under this Agreement and Clinics shall at all times remain responsible for submitting the claims to one or more payers. Under no circumstances shall Clinic assume that a case has been accepted for billing purposes in the absence of affirmative written acceptance of the case by the PI Back Office LLC for such purposes.
3. Once a referred account has been accepted by the PI Back Office LLC for billing purposes, Clinic shall not permit any other individual or company for any reason to manage the account as described herein. Clinic agrees that upon acceptance by PI Back Office LLC, the referral shall be exclusive to the PI Back Office LLC and that unless PI Back Office LLC elects to relinquish the case back to the Clinic as described herein, PI Back Office LLC shall have exclusive rights to continue servicing the account.
4. PI Back Office LLC retains the right at any time and for any reason to relinquish cases which it had previously accepted back to the Clinic for the Clinic to for purposes of submitting claims to payers. In the event a case is relinquished, (1) any fees actually paid by the Clinic to the PI Back Office LLC shall be retained by the PI Back Office LLC and shall not be refundable, and (2) PI Back Office LLC shall relinquish any rights to collect any further proceeds on the account.

E. Specific Directions to PI Back Office LLC by the Clinic

1. Clinic has had the opportunity to discuss in detail with PI Back Office LLC various protocols for managing and documenting personal injury accounts and hereby directs the PI Back Office LLC to follow said protocols. Such directions include without limit the specific instructions set forth in this section. In taking these and other actions, the parties agree that the PI Back Office LLC shall be acting in a purely administrative fashion and at the exclusive direction of the Clinic. The parties also further agree that the below-instructions shall be followed by the PI Back Office LLC unless specifically instructed by the Clinic to the contrary with respect to a patient account.
2. Contact with the Patients. Clinic hereby instructs PI Back Office LLC as a general rule to contact the patients for purposes of gathering information necessary for administering the accounts and also for purposes of providing limited non-legal / non-medical forms of assistance, provided that PI Back Office LLC properly disclaims that any assistance it provides does not constitute legal or medical advice.
3. Filing for UCC Liens. Clinic hereby instructs PI Back Office LLC as a general rule to promptly file for UCC Liens with the applicable State governmental entity or licensee following the execution of a written assignment by the patient not inconsistent with the definition of proceeds and claims to proceeds or other collateral as set forth in said assignment. Any costs associated with the filing of UCC Liens shall be borne by the Clinic.
4. Verification of Accident Payers. Clinic further instructs PI Back Office LLC as a general rule when verifying accident payers to request that the Clinic be protected at the time of disbursement or

settlement by means of either direct pay or inclusion of the Clinic's name on the proceeds as co-payee. In cases where the patient is represented by an attorney, who is unknown to the Clinic, Clinic's instruction shall continue to apply.

5. **Notify Accident Payers of Assignment & Lien.** Clinic further instructs PI Back Office LLC as a general rule to promptly notify all accident payers of said Assignment and UCC Lien and to direct the accident payers to protect the Clinic's interests at the time of disbursement or settlement. In cases where the patient is represented by an attorney, who is unknown to the Clinic, Clinic's instruction shall continue to apply.
 6. **Collection of Interest and Administrative Fees.** Except as provided herein, Clinic further instructs PI Back Office LLC as a general rule to make a good faith effort to collect accrued interest on the injury accounts as well as an agreed-upon hourly fee for any administrative time and lost-provider-time-at-work incurred by the Clinic and PI Back Office LLC.
 7. **Limitation on Granting Reductions to Attorneys.** Clinic further instructs PI Back Office LLC that unless an attorney, who is unknown to the Clinic, at all relevant times demonstrates responsiveness to the PI Back Office LLC's reasonable requests for information, protection, and prompt payment ("Attorney Responsiveness"), PI Back Office LLC shall not be authorized to accept any reduction requested by the attorney. Notwithstanding the foregoing, PI Back Office LLC shall be authorized to waive interest and administrative fees based on Attorney Responsiveness.
 8. **Rolling Balances Over the Patient Responsibility.** Clinic further authorizes PI Back Office LLC as a rule to roll over all allowable balances and charges, including without limit interest and administrative fees, to patient responsibility and to bill patient accordingly when permissible.
 9. **No Authorization to Waive Claim of Protection.** Except as provided herein, Clinic further instructs PI Back Office LLC as a rule not to waive the Clinic's claim of protection on the account either in whole or in part. Notwithstanding the foregoing, PI Back Office LLC shall be authorized to waive the claim of protection in cases where the attorney is known to the Clinic.
- F. **Submission of Charges and Medico-Legal Documentation to Accident Payers in Instances of Accepted Cases**
1. PI Back Office LLC agrees to submit all charges of the Clinic in all accepted cases, as well as all medico-legal documentation as reasonably directed by the Clinic, to viable accident payers whose names and billing information are provided to the PI Back Office LLC by the Clinic. Such medico-legal documentation shall include without limit a copy of the UCC Acknowledgment supplied by the State governmental entity or licensee subsequent to the filing of the UCC lien, as well as a directive to protect the Clinic's interests.
 2. In cases where claims must be filed in conjunction with supporting medical documentation normally maintained by the Clinic, PI Back Office LLC will either forward such claims in hardcopy form to the Clinic with instructions, or will request access to, or copies of, such documentation from the Clinic for attachment to the claims.
- G. **Follow-Up, Posting of Payments, and Assessing Patient Responsibility**
1. PI Back Office LLC will follow-up with accident payers as necessary for the purpose of receiving monies due to Clinic.
 2. PI Back Office LLC will promptly post all payments which are received, together with any mandatory or voluntary discounts, write-offs, and/or other reductions, consistent with law, contract, and the Clinic's reasonable instructions.

3. PI Back Office LLC will subsequently transfer responsibility for charges to patients as appropriate, consistent with law, contract, and the Clinic's reasonable instructions.

H. Re-filing or Collection of Charges Dated Prior to This Service Agreement

1. Unless agreed otherwise in writing, PI Back Office LLC shall not be responsible for re-filing or following-up on accounts commenced prior to this Agreement or the implementation of approved medico-legal documentation.

I. Resources and Accounting

1. PI Back Office LLC will utilize an appropriate computer software system which will enable the PI Back Office LLC to efficiently file claims with accident payers, file claims simultaneously with multiple payers as permitted by law, follow-up on charges which have not been paid, regularly back-up the computer data, and perform all other responsibilities of the PI Back Office LLC as defined in this Service Agreement.
2. PI Back Office LLC shall maintain a dedicated line for receiving fax transmissions automatically without manual intervention.
3. PI Back Office LLC will perform back-up procedures on a daily, weekly, and monthly basis to ensure all data can be restored in the event of loss.
4. PI Back Office LLC will submit "invoicing," or any other accounting reports as reasonably requested by the Clinic, monthly to Clinic.

2. Clinic Responsibilities

- A. Clinic agrees that it will comply with all applicable laws, both federal and state.
- B. Clinic agrees to complete and sign any necessary documentation or contracts, as requested by the PI Back Office LLC, which will enable PI Back Office LLC to efficiently perform its responsibilities.
- C. Submission of Information from the Clinic to the PI Back Office LLC

Biographical and Insurance Information Due Promptly Upon Receipt. Clinic agrees to provide to PI Back Office LLC promptly upon its receipt by Clinic, either by phone or by fax, biographical and insurance, and any other information, relating to accident payers which is necessary to properly submit charges to applicable accident payers.

Information Regarding Charges and Payments Due on a Daily Basis. Clinic agrees to provide to PI Back Office LLC daily, by fax, information concerning charges incurred by the patient, as well as all payments received by the Clinic. Payment information includes, but is not limited to, copies of EOBs and checks.

- D. PI Back Office LLC's Fees and Payment Thereof -- The following fees and deposits are based on the Clinic periodically providing the requisite volume of injury accounts as set forth below. Nothing in this section implies that Clinic has agreed to have PI Back Office LLC service all its accident accounts, or that PI Back Office LLC has accepted any case for billing purposes.

- (1) Setup & Support Fee.

- (a) An Initial Setup Fee of \$2,500.00 will be required as part of this Agreement. This term does not imply that this Agreement is a year-to-year service as both parties have the ability to terminate this Agreement with notice as set forth below.
- (b) In the event that Clinic subsequently requests work which is not directly to the collection processes outlined in this Agreement, there will be a fee of \$100 per hour for such work, which fee will be invoiced to the Clinic as set forth herein.
- (2) The fees outlined in this section shall be frozen for Clinic if there is no lapse in the referral of accounts monthly as anticipated by this Agreement.
- (3) Two-Tier Percentage Fee System. Given the unique nature of personal injury, this Service Agreement sets forth two basic percentage fees. The "Occurrence Fee" is a fee charged against the face amount of all of the Clinic's billed charges relating to a referred case, including charges incurred prior to referral, as such charges are incurred by the Clinic irrespective of when or whether such charges are actually submitted to one or more Payers by PI Back Office LLC, or whether or when the referred case was accepted by PI Back Office LLC for billing purposes. The "Collection Fee" is a separate fee which is applied against actual monetary receipts, up to but not exceeding the full amount of the charges, relating to all of the charges of the referred case, including charges incurred prior to the referral of the case. In this Service Agreement, "Approximated [Percentage]" does not correlate precisely with a more traditional billing fee model (a single percentage charged against actual collections), but it does "approximate" that model, assuming a collection rate of 80% of the face amount of charges. PI Back Office LLC makes no warranties that it will necessarily be able to collect at this rate.
- (4) For the purposes of this Agreement, "Future Accounts," shall refer to injury cases which present to the Clinic arising from accidents which occur after the date of this Agreement and which are promptly referred to PIBackOfficeLLC. "Current Accounts" shall refer to injury cases which are referred to PI Back Office LLC, but are not promptly referred, but where the patient is still actively treating with the Clinic and there has been no significant gap in care. "Promptly Referred" shall refer to those cases which are referred to the PI Back Office LLC within one (1) week of the day on which the patient presents to the Clinic with new injuries stemming from an accident. "Past Accounts" shall refer to those cases which have been referred to the PI Back Office LLC where there has been a gap in Clinic care for the patient of one (1) month or more.
- (5) **10% APPROXIMATED FEE OF COLLECTIONS – FUTURE/CURRENT/PROMPTLY REFERRED ACCOUNTS ENTAILING APPROVED MEDICO-LEGAL DOCUMENTATION**– A fee of 3% for billed charges and 7% of collections, received by the Clinic on accounts promptly referred to PI Back Office LLC prior to termination of this Agreement. The Approximated Fee consists of two separate percentage fees: (1) a percentage fee of 3% of the face amount of charges, and (2) a percentage fee of 7% of actual collections. The rates under this section require that the injury accounts which are referred entail approved medico-legal documentation on the first Day-1 Transmission to the Company. Notwithstanding the foregoing, any fees which have been invoiced to the Clinic shall not be retroactively recalculated in the event of varying rates of referral of injury cases. If different percentages are negotiated by the parties, such shall be:
- (a) A percentage fee of ____% of the face amount of charges, and
- (b) A percentage fee of ____% of actual collections.
- (6) **10% ACTUAL FEE OF COLLECTIONS -- PAST ACCOUNTS WHERE TREATMENT HAS BEEN COMPLETED, WITHOR WITHOUT APPROVED MEDICO-LEGAL DOCUMENTATION WAS OBTAINED** – Ten percent (10%) of the amount actually collected on referred accounts, with the commission being due promptly upon collection,irrespective of whether this Agreement has been terminated prior to the receipt of payment.

(a) If a different percentage is negotiated by the parties, such percentage shall be: _____%.

- (7) PI Back Office LLC shall invoice the Clinic monthly for its fees. Unless otherwise agreed to in writing, PI Back Office LLC's invoice shall be paid by the Clinic upon receipt but no later than thirty (30) days of the receipt of the invoice. A late fee of \$100 will be assessed every thirty days for payments not received as outlined above. All fees paid by the Clinic are non-refundable. Clinic has 30 days from date of invoice to dispute any fees assessed.
- (8) Payment of Fees in Event of Termination. In event of termination of this Agreement by either party as set forth herein, Clinic shall immediately pay to the PI Back Office LLC the sum of the following: (1) outstanding Occurrence Fees which have been invoiced, but not paid, (2) the equivalent of the Occurrence Fee on all accounts referred to the PI Back Office LLC, but which have not been invoiced, irrespective of whether the PI Back Office LLC has commenced performance of services on said accounts, and (3) the anticipated outstanding Collection Fees on referred accounts which are either billable, or which have actually been billed, for payment by any accident payer, which outstanding Collection Fees shall be based on the presumption that PI Back Office LLC would achieve an 80% collection rate when comparing actual receipts to total, unreduced charges. PI Back Office LLC shall retain all rights to continue processing all such referred cases until payment for such outstanding amounts have either been paid, or the parties have made suitable payment arrangements.

3. Designation of PI Back Office LLC as Clinic Authorized Agent

- A. Clinic hereby authorizes PI Back Office LLC to serve as its agent for the limited purpose performing PI Services under this Agreement.

4. Relationship of the Parties

- A. PI Back Office LLC and its Account Representatives shall always be independent contractors and not employees of Clinic.
- B. Parties agree that while other third parties may have assisted in the formation of this Service Agreement; this Service Agreement is exclusively between the PI Back Office LLC and Clinic.

5. Confidentiality and Non-Disclosure

- A. PI Back Office LLC agrees to keep all personal and financial information relating to the Clinic strictly confidential. PI Back Office LLC agrees that it will not disclose any such information to any person or third-party, except as may be reasonably necessary during this Service Agreement to file claims, bill accident payers, and to receive payment on Clinic's charges.
- B. Clinic agrees to keep all proprietary information of the PI Back Office LLC confidential and shall not disclose same to any other person or entity.
- C. This agreement serves as a HIPAA Business Associate Agreement between PI Back Office LLC and Clinic as outlined per the current government standards which can be found at the following:

<https://www.hhs.gov/hipaa/for-professionals/covered-entities/sample-business-associate-agreement-provisions/index.html>

- D. The foregoing provisions regarding confidentiality shall survive in the event of termination of this Service Agreement. Furthermore, the foregoing provisions constitute independent covenants and shall not be discharged by any breach or default of the party seeking their enforcement.

6. Duration of Service Agreement

- A. Either party may terminate this Service Agreement at any time, with or without cause, by giving sixty (60) days written notice of termination to the other party. Upon providing such notice, all rights and responsibilities provided herein shall continue in full force and effect until the termination date occurs. Except as provided in this Service Agreement, the parties' respective rights and responsibilities shall not extend beyond the date of termination.

7. Incorporation of the Disclaimers and Terms of the Uniform Legal Notice.

- A. Clinic has read, understood, and agrees to the Terms of the Uniform Legal Notice ("Terms of Legal Notice" or "Legal Notice") The Terms of the Legal Notice are incorporated herein by reference. For the purposes of this section, the term, "You" in said Legal Notice shall refer to Clinic, and the term, "Company," shall refer to PI Back Office LLC. In the event of a conflict between a term of the Legal Notice and any term of this Agreement, the latter shall control.

8. LIMITATION OF LIABILITY – WITHOUT LIMITING THE TERMS OF THIS AGREEMENT IN ANY WAY, INCLUDING WITHOUT REFERENCE THE TERMS OF THE LEGAL NOTICE WHICH HAVE BEEN INCORPORATED BY REFERENCE HEREIN:

- A. CLINIC AGREES TO MAINTAIN COPIES OF ALL INFORMATION SUPPLIED TO PI BACK OFFICE LLC SO THAT AT NO TIME WILL PI BACK OFFICE LLC POSSESS DATA THAT IS NOT SIMULTANEOUSLY MAINTAINED IN CLINIC'S OWN OFFICE.
- B. CLINIC ENGAGES IN OUTSOURCED PI SERVICES ENTIRELY AT ITS OWN RISK. SUCH RISKS INCLUDE WITHOUT LIMIT THE POSSIBILITY THAT (1) SERVICES UNDER THIS AGREEMENT WILL NOT NECESSARILY RESULT IN IMPROVED COLLECTIONS FOR THE CLINIC, (2) CASES WHICH ARE ASSIGNED TO THE PI BACK OFFICE LLC MAY BECOME ABANDONED DUE TO THE FAULT OR NEGLIGENCE OF EITHER PARTY, AND (3) FOLLOWING OF ACCEPTANCE OF THE CASE BY PI BACK OFFICE LLC A SITUATION MAY ARISE WHERE THE CASE HAS TO BE SUBSEQUENTLY DECLINED BY THE PI BACK OFFICE LLC OR BECOMES ABANDONED DUE TO THE FAULT OF EITHER PARTY. CLINIC ACCEPTS THESE AND ALL OTHER RISKS ASSOCIATED WITH THIS AGREEMENT ENTIRELY AT ITS OWN RISK. IN NO EVENT WILL CLINIC BE PERMITTED EITHER TO REDUCE OR REFUSE TO PAY FEES DUE UNDER THIS AGREEMENT BASED ON THE OCCURRENCE OF A RISK WHICH CLINIC HAS ACCEPTED.
- C. CLINIC AGREES TO HOLD ANY PERSON OR ENTITY WHICH MAY HAVE ASSISTED IN THE FORMATION OR EXECUTION OF THIS AGREEMENT, AS WELL AS PI BACK OFFICE LLC, HARMLESS FROM LIABILITY, AND TO INDEMNIFY SUCH ENTITIES FOR SAME, RELATING TO THE SERVICES AND ACTIONS ARISING OUT OF, OR RELATED TO, THIS AGREEMENT.
- D. PARTIES FURTHER AGREE THAT THE PROVISION OF PI SERVICES, AND ANY TRAINING SERVICES OFFERED BY PI BACK OFFICE LLC, OR ANY THIRD-PARTY RELATED TO PI SERVICES, DO NOT REPRESENT LEGAL ADVICE AND DO NOT ESTABLISH AN ATTORNEY-CLIENT RELATIONSHIP. PARTIES AGREE THAT IF THEY HAVE ANY LEGAL QUESTIONS, THEY SHOULD CONSULT WITH AN ATTORNEY AT LAW.

9. Other Provisions

- A. This Service Agreement embodies the entire agreement and understanding between the parties and supersedes all prior agreements and understandings.

- B. This Service Agreement shall not be modified unless mutually agreed to in writing. The parties agree to negotiate in good faith regarding requested modifications. In the event that PI Back Office LLC proposes a modification to this Agreement, unless Clinic has a substantial disagreement, Clinic shall not withhold its consent.

- C. Neither party may assign its rights or duties under this Service Agreement without the prior written consent of the other.

- D. Should any provision of this Service Agreement be found to be invalid, illegal or unenforceable, or for any reason cease to be binding on any party hereto, all other portions and provisions of this Service Agreement shall, nevertheless, remain in full force and effect.

- E. This Service Agreement shall be construed according to the laws of New Mexico.

10. Execution and Signatures

The parties have executed this Service Agreement on the date indicated below.

Name of PI Back Office LLC: PI Back Office LLC

Representative's Name: Julianne J. Garcia

Signature. By: _____

Date: / /

Name of Clinic: _____

Representative's Name: _____

Signature. By: _____

Date: / /

Federal Tax ID #: _____

Provider's License #: _____

Provider's NPI# _____

Provider's Address: _____

Phone: _____

Fax: _____

E-mail Address: _____

SEND PAYMENT AND AGREEMENT TO

PI Back Office LLC
P.O. Box 2822, Bremerton, WA 98310
Phone: 833-411-2121
Fax: 833-411-3131
Email: Julianne@PIBackOfficeLLC.com