DIAMOND BILLING
SERVICE AGREEMENT

This Service Agreement is entered into between Diamond Medical and Dental Billing, Inc. (hereinafter "Diamond") a healthcare claims processing and services company and _____(hereinafter "Doctor") a healthcare provider.

WHEREAS, Diamond is a healthcare billing company which provides 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

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

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 _____, Diamond will process all the Doctor's medical insurance claims for payment by government and commercial companies by either electronic or paper means. Doctor agrees to make available to Diamond all information necessary to property process the Doctor's claims and to promptly submit all such billing and insurance information to Diamond. In return, Diamond will process and submit all Doctor's claims in a timely manner by electronic services provided by Diamond which are manifest on Schedule A, attached hereto and made an integral part hereof.

2. Diamond will provide to Doctor a direct e-mail address and fax number, through which the Doctor will provide to Diamond claims and billing information necessary for it to properly process the claims.

3. Pursuant to HIPAA all patient information and data provided by the Doctor to Diamond shall be kept confidential and shall not be disclosed to anyone outside of Diamond other than to the extent necessary for Diamond to process and submit claims for the Doctor. In addition, the Doctor will not divulge the contents, terms or conditions of this Service Agreement to any third party.

4. Does apply _____Does not apply _____Doctor will pay Diamond a one-time setup fee of **$1500 for credentialing** to cover the cost of gathering information from the Doctor and setting up the files for entry into the 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 Doctor's office); Registration with Clearinghouse which will distribute claims to the carriers. If provider has multiple locations an additional charge of **$200 will be charged for each additional location and $500 per additional doctor to be credentialed**

To process Medicare an application fee is needed

Section 6401(a) of the Affordable Care Act (ACA) requires the Secretary to impose a fee on each "institutional provider of medical or other items or services and suppliers." The fee is to be used by the Secretary to cover the cost of program integrity efforts including the cost of screening associated with provider enrollment processes, including those under section 1866(j) and section 1128J of the Social Security Act. The application fee is currently **$542** for CY2013; however, based upon provisions of the ACA this fee will vary from year-to-year based on adjustments made pursuant to the Consumer Price Index for Urban Areas (CPI-U). The application fee is to be imposed on institutional providers that are newly-enrolling, re-enrolling/re-validating, or adding a new practice location - for applications received on and after March 25, 2011.

CMS has defined "institutional provider" to mean any provider or supplier that submits a paper Medicare enrollment application using the CMS-855A, CMS-855B (except physician and non-physician practitioner organizations), or CMS-855S or associated Internet-based PECOS enrollment application.

5. The Doctor will pay Diamond 12% of the gross amount collected from ALL insurance companies and ALL patients as a result of the billing services performed by Diamond for Doctor. In addition, upon collection of the insurance proceeds by Diamond on behalf of Doctor, Diamond shall:

a. Balance of insurance proceeds to send check to doctor's office, after deductions have been paid.

6. Diamond Charges a $100 fee per case for administrative if patient does not go through with treatment after 30 days of approval.

Diamond agrees to provide copies of all Explanation of Benefits (EOB) forms received from insurance payers to Doctor as well as records of payments received directly from patients. Diamond shall post the payments received from the insurance payers to the Doctor's file.

7. Diamond shall provide to Doctor management reports regarding the practice on a monthly basis as follows:

a. Insurance Aging Report;
b. Status of outstanding claims.

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

9. Either party may terminate this Service Agreement at any time by providing a 90 day written notice with explanation or reason why termination is desired to the other party.

10. Diamond will be serving as a conduit of information and claims data between Doctor and many insurance payers, both government and commercial. Doctor will be providing all such claims information and data to Diamond, including but not limited to procedure codes, identifying the exact procedures Doctor has performed on patients. Doctor verifies that all such procedures were in fact performed on the patients as specified. Diamond has no authority to and will not change any of these procedure codes without the express permission and direction of Doctor.

11. Doctor understands that Diamond is relying entirely on the claims and billing information supplied to Diamond by Doctor in preparing and submitting insurance claims for payment on behalf of Doctor. Doctor 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 Diamond on behalf of Doctor, then Doctor agrees to cooperate fully in any such investigation or action and shall provide all relevant supporting documentation to support the claim(s) filed.

12.Doctor understands that Diamond will be provide insurance pre-authorizations.

13.Doctor agrees to indemnify and hold Diamond harmless for any and all damages or penalties imposed, including any attorney's fees incurred by Diamond in defending any such action resulting from Doctor's failure to provide truthful and accurate billing and claims information to Diamond.

14.This Service Agreement shall be interpreted under the laws of the State of New York 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 the courts located within the State of New York. Should it become necessary for Diamond to retain an attorney to collect any amounts owed to it under the terms of this Service Agreement, Diamond will be entitled to recover in addition to its damages, reasonable attorney's fees.

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

To Diamond	To Doctor
450 Wireless Blvd Hauppauge, NY 11788 Cell: 484-464-3498 Fax: 866-222-9193	

16.This Service Agreement represents the entire agreement between the parties and shall not be modified unless done so in writing 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_____,_____.

By: _____ By:_____

Doctor Diamond

SCHEDULE A

SERVICES PROVIDED BY DIAMOND

1. Evaluate patient medical eligibility for oral appliance.
2. Collect and collate all required documentation from Doctor, including sleep studies and prescriptions.
3. Provide oral appliance pre-authorization documentation to insurance company.
4. Follow-up on authorization process.
5. In the event that authorization is denied, appeal such denial.
6. Submit invoice and supporting documentation to insurance company.
7. Maintain comprehensive billing records.
8. Account to Doctor