



BILLING SERVICE AGREEMENT

This Agreement is made effective as of _____, 2006, by and between _____, and Accudata Service, Inc. of 5333 NW 108th Ave, Sunrise Fl 33351.

In this Agreement, the party who is contracting to receive services shall be referred to as _____ and the party who will be providing the services shall be referred to as "Accudata".

ACCUDATA has a background in Medical Billing of 10 years and 15 years MediSoft experience and is willing to provide services to _____ based on this background.

_____ desires to have services provided by ACCUDATA.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on _____, ACCUDATA will provide the following services (collectively, the "Services"): Enter superbill information into system for the purpose of sending insurance claims both paper and electronic. Enter payments for the purpose of sending statements and compiling reports for practice management. Follow up on all monies due practice from patient services.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by ACCUDATA shall be determined by ACCUDATA. _____ will rely on ACCUDATA to work as many hours as may be reasonably necessary to fulfill ACCUDATA's obligations under this agreement.

3. PAYMENT. _____ will pay a one time setup fee of \$350 and a fee to ACCUDATA for the Services based on 7% on monies received from start of contract and related to above services performed by ACCUDATA. This fee shall be payable monthly, no later than fourteen days from the date of invoiced, following the period during which the Services were performed. A finance charge of 2% will be assessed to all accounts that are over 30 days past due.

4. SUPPORT SERVICES. _____ will not provide support services, including office space and secretarial services, for the benefit of ACCUDATA.

5. TERM/TERMINATION. This Agreement may be terminated by either party upon 90 days written notice to the other party. At the time of notification to terminate _____ will be invoiced for an average of the previous 4 months invoices of _____ from ACCUDATA for services performed but monies not yet received.

6. RELATIONSHIP OF PARTIES. It is understood by the parties that ACCUDATA is an independent contractor with respect to _____ and not an employee of _____. _____ will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of ACCUDATA.

7. EMPLOYEES. ACCUDATA's employees, if any, who perform services for _____ under this Agreement shall also be bound by the provision of this Agreement. At the request of _____, ACCUDATA shall provide adequate evidence that such persons are ACCUDATA's employees.

8. ASSIGNMENT. ACCUDATA's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of _____.

9. CONFIDENTIALITY. _____ recognizes that ACCUDATA has and will have the following information:

- Prices
- Business affairs
- Patient List
- Patient Records

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of _____ and need to be protected from improper disclosure. In consideration for the disclosure of the Information, ACCUDATA agrees that ACCUDATA will not at any time or in any manner, either directly or indirectly, use any information for ACCUDATA's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of "Client". ACCUDATA will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

10. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

11. RETURN OF RECORDS. Upon termination of this Agreement, ACCUDATA shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in ACCUDATA's possession or under ACCUDATA's control and that are _____ property or relate to _____ business only after all invoices due ACCUDATA for _____ are paid in full.

12. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for _____

IF for ACCUDATA:

ACCUDATA SERVICE, INC.
Cindy Cook
5333 NW 108th Ave
Sunrise, FL 33351

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

13. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

14. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

15. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

17. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Florida.

PARTY RECEIVING SERVICES:

By: _____

PARTY PROVIDING SERVICES:
ACCUDATA SERVICE, INC.

By: _____
Cindy Cook
President