



Medical Billing Services Agreement

This MEDICAL BILLING SERVICES AGREEMENT is entered into as of _____, 2026 between
“**MedLife Medical Billing Solutions LLC**” and _____, representing
_____, located at _____ “Client”)

WITNESSETH

WHEREAS “**MedLife Medical Billing Solutions LLC**” provides billing services and Client desires to engage “**MedLife Medical Billing Solutions LLC**” to provide such services.

NOW THEREFORE, for and in consideration of the promises and covenants contained herein and intending to be legally bound, the parties agree as follows:

1) Services: “**MedLife Medical Billing Solutions LLC**” shall perform reasonable follow-up on submitted claims, including rejections and denials, based on information available and provided by Client. However, “**MedLife Medical Billing Solutions LLC**” does not guarantee payment, reimbursement amounts, claim approval, or processing timelines, as such determinations are solely within the control of the applicable third-party payors. Client acknowledges that timely filing of claims is dependent upon the prompt and accurate submission of required information by Client. “**MedLife Medical Billing Solutions LLC**” shall not be responsible or liable for any claim denials, delays, or lost reimbursement resulting from incomplete, inaccurate, or untimely information provided by Client, or for delays caused by third-party payors, clearinghouses, or system issues beyond its control. Payment of all claims filed on behalf of Client shall be directed to such accounts to which Client has sole control, as required by Medicare, Medicaid, and other third-party payors. At no time shall “**MedLife Medical Billing Solutions LLC**” take possession of or have control over Client funds. Services provided under this Agreement are administrative in nature only and do not include the provision of medical, legal, or coding advice unless expressly agreed in writing as an additional service.

2) Client Responsibility: Client shall be responsible for ensuring that “**MedLife Medical Billing Solutions LLC**” is provided with all necessary records and information from which to submit the claims and shall reasonably cooperate with “**MedLife Medical Billing Solutions LLC**” as may be necessary to permit “**MedLife Medical Billing Solutions LLC**” to perform its duties hereunder. Clients shall also be responsible for ensuring the accuracy and completeness of all coding associated with claims and for ensuring the medical necessity and appropriateness of the services for which a bill will be submitted. “**MedLife Medical Billing Solutions LLC**” shall have no liability or responsibility whatsoever regarding the accuracy or completeness of the

coding or determinations regarding medical necessity.

3) **Client Acknowledgement:** Client acknowledges and agrees as follows:

a) The ultimate responsibility for all claims submitted is that of the Client and Client shall remain responsible for subsequent correction, adjustment, or repayment of any payment regardless of reason or cause.

b) The submission of false, fraudulent or misleading data, information, or statements to the government and/or commercial third-party payors in connection with health insurance coding, billing and claims submission is a crime and can subject the violator to imprisonment and fines. Client shall indemnify and hold **"MedLife Medical Billing Solutions LLC"** and its owners, directors, and employees harmless from and against any claims submitted on behalf of and in the name of the Client for which client has provided **"MedLife Medical Billing Solutions LLC"** false, fraudulent, incomplete, misleading, or otherwise incorrect information or data, including but not limited to, the coding of claims pursuant to Section 2 above.

c) Client shall be responsible for maintaining all original source documents to enable it to verify and document the claims submitted to their party payers (whether such claims are submitted in paper or electronic form).

4) **Compensation:** As consideration for the services performed by the **"MedLife Medical Billing Solutions LLC"** hereunder, Client shall pay **"MedLife Medical Billing Solutions LLC"** 3.99% of the monthly collections. Client shall pay the full amount of the invoice to **"MedLife Medical Billing Solutions LLC"** within fifteen (15) days of the invoice.

a) Invoices not paid within fifteen (15) days will be subject to service charges.

b) Services may be temporarily suspended by **"MedLife Medical Billing Solutions LLC"** without notification for any invoice which is more than thirty (30) days from the date of invoice. Should services be suspended, **"MedLife Medical Billing Solutions LLC"** will only re-establish service when a valid credit card is provided for processing of all charges.

c) Optional and Add-On services

(a) VOB/Auth requests - \$3.00 per case

(b) Paper submissions - \$1.25 per page

(c) Medical coding services - 2.00%

(d) Data import services are quoted separately

(e) AdvancedMD EMR/PM - \$350.00 without AI | \$450.00 with AI

- (i) These fees are charged on a per provider, per month basis and shall be due and payable in advance. The first two (2) calendar months may be provided at no cost to new software clients for onboarding and implementation purposes. Client acknowledges and agrees that such period is not a trial and does not waive any minimum payment obligations. In consideration of the onboarding, setup, and resources allocated by “**MedLife Medical Billing Solutions LLC**” Client agrees to a minimum commitment equal to three (3) months of software fees per provider. In the event Client elects to discontinue the service at any time, including during or immediately following the initial no-cost onboarding period, Client shall remain obligated to pay an amount equal to three (3) months of software fees per provider. Client further acknowledges that significant time, effort, and resources are invested in onboarding and system configuration, and agrees that the foregoing minimum fee is reasonable and necessary to cover such costs and is not a penalty.
- (ii) AdvancedMD EMR/PM fees are simply pass-through fees and “**MedLife Medical Billing Solutions LLC**” does not charge less or more than the amounts charged by AdvancedMD. Such fees are determined solely by the vendor and are subject to change at any time without prior notice. Client agrees to pay any and all increases in such fees upon implementation by the vendor. Client further acknowledges and agrees that “**MedLife Medical Billing Solutions LLC**” shall have no responsibility or liability for any changes in pricing, service availability, system functionality, interruptions, or performance issues related to AdvancedMD EMR/PM, and that continued use of the software constitutes acceptance of any such changes.

5) **Compliance with Laws and Regulations:** It is expressly understood and agreed that both parties, in performance with their duties hereunder, will comply with all applicable laws and regulations, including but not limited to, laws and regulations (and Government interpretations thereof) relating to billing, coding, and submission of claimsto the Medicare and Medicaid Programs.

6) **Term:** The initial term of this Agreement is one (1) year ("Initial Term"). Agreement will automatically renew on annual basis for one (1) year term, until terminated by either party in accordance with the terms. Accordingly, Client agrees, that if the Client terminates the agreement without giving the required 90-day notice, they must pay the company an amount equal to the average monthly payments made during the current term, multiplied by three. AdvancedMD (EMR Chiro Inc) costs must also be paid if Client terminates the agreement without giving the required 90-day notice.

7) **Termination:** This agreement may be terminated as follows:

a) **Immediate Termination:** This agreement may be terminated by “**MedLife Medical Billing Solutions LLC**” in the event:

- i. Client is excluded or otherwise debarred from or by the Medicare or Medicaid Programs.
- ii. Client loses or has revoked or suspended his/her/its license to practiceClient's profession in the state where the Client is licensed and practicing.

iii. Client files for bankruptcy or otherwise seeks protection from creditors pursuant to federal or state laws.

iv. **“MedLife Medical Billing Solutions LLC”** has identified actions, omissions, or patterns suggesting that the Client may be in violation of federal or state laws, regulations, or guidelines governing the Client's practice or the submission of claims to third-party payors.

b) **Effect of Termination:** Upon termination or expiration of this Agreement, **“MedLife Medical Billing Solutions LLC”** at its sole option, may continue to process those claims for which **“MedLife Medical Billing Solutions LLC”** has already commenced processing and **“MedLife Medical Billing Solutions LLC”** shall be paid for each such claim in accordance with Section 4 herein including all claims submitted by any source during the term of this agreement.

c) Client may cancel the agreement according to the terms of this agreement with advance 90 days' notice. Mail the cancellation notice to **MedLife Medical Billing Solutions LLC, 32238 Schoolcraft Rd, Ste 169, Livonia, MI 48154** or email at **info@medlifembs.com**.

8) **Limitation on Liability:** Clients expressly acknowledges and agrees, that except to the extent caused by **“MedLife Medical Billing Solutions LLC’s** gross negligence or willful misconduct, **“MedLife Medical Billing Solutions LLC’s** liability to Client under this Agreement shall be limited to the amount having then actually paid by Client to **“MedLife Medical Billing Solutions LLC”** during the then current term of this Agreement. Notwithstanding the foregoing, Client agrees that in no event will **“MedLife Medical Billing Solutions LLC”** be responsible or liable for any consequential, incidental, punitive, special, indirect, exemplary, or loss-of-profit damages. Client hereby agrees to indemnify and hold **“MedLife Medical Billing Solutions LLC”** and its owners, directors, and employees harmless from and against any and all liability, claims, causes of action, damages, fines, assessments, penalties, costs (including reasonable attorney fees) and responsibility of any kind arising out of or associated with Client's professional practice, or Client's breach of the covenants contained in Sections 2, 3 and 5.

9) **Access to Books and Records:** To the extent this Agreement is subject to Medicare Law regarding access to books and records, until the expiration of four (4) years after the furnishing of the services provided under this Agreement, **“MedLife Medical Billing Solutions LLC”** will make available to the Secretary of the U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, this

Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of those services. This clause shall apply solely to the extent that Section 1861 (V) (1)(1) of the Social Security Act applies to this Agreement.

10) Confidentiality and HIPAA: “MedLife Medical Billing Solutions LLC” as “business associate” of Client, will abide by the covenants and provisions of the HIPAA Business Associates Addendum, which is attached hereto and incorporated herein by reference. All information and data provided by Client to “MedLife Medical Billing Solutions LLC” will be kept confidential and shall not be disclosed to any other person or entity in the performance of “MedLife Medical Billing Solutions LLC’s” duties as provided hereunder and in accordance with the requirement contained herein. In addition, Client agrees that it shall not divulge the contents, terms, conditions, or other provisions of this Agreement to any other person or entity without the express written consent of “MedLife Medical Billing Solutions LLC”.

11) Governing Law: This Agreement shall be construed under and governed by the laws of the State of Michigan. In the event a dispute shall arise between the parties to this contract, it is hereby agreed that the dispute shall be referred to designate Michigan Arbitration & Mediation Service or alternate service by agreement of the parties for arbitration in accordance with the Michigan Arbitration & Mediation Service (or United States Arbitration and Mediation, Inc.) Rules of Arbitration. The arbitrator's decision shall be final and legally binding, and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

12) Force Majeure: Neither party shall be liable or deemed to be in default for any delay or failure in performance or any interruption of service resulting, directly or indirectly, from an act of God, fire, explosion, riots, acts of terrorism, computer hardware or software failures or breakdowns, failure in communication equipment, or similar causes or occurrences beyond the reasonable control of either party.

13) Amendment and Entire Agreement: This Agreement may only be amended by a writing signed by both parties. This agreement constitutes the entire understanding and agreement between the parties regarding the matters discussed herein and supersedes all prior understandings and agreements, whether written or oral, regarding the subject

matter hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date of signing of this agreement.

CLIENT

MEDLIFE

BY	BY
PRINT	PRINT
TITLE	TITLE
DATE	DATE