

Service Agreement

This agreement (“Agreement”) is made the ___ day of _____, 20___, between _____, O.D. (“hereinafter referred to as “Doctor”) and Tylock Eye Care and Laser Center (“hereinafter referred to as “Center”). The Doctor and Center together are herein referred to as the “Parties”. In consideration of the mutual covenants and agreements herein contained, Doctor and Center agree as follows:

1. **Description of Work.** Center will provide Doctor with certain services:
 - a. **Billing and Collection Services.** Center shall bill and collect, on behalf of the Doctor, for surgical pre-operative examinations and surgical follow-up examinations and other services related to lasik surgery. Collections are defined as Payments received for services provided by Doctor.
2. **Independent Contractor.** Center shall perform such duties to assist the Doctor as an independent contractor and not as an agent, servant, employee, partner or representative of the Doctor. Nothing herein contained shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of employer and employee, principal and agent or of partnership or of joint venture between the Parties hereto.
3. **Designation of Service Agent.** Doctor hereby designates and appoints Center as his or her service provider during the terms of this Agreement.
4. **Term.** The term of this Agreement shall commence upon the date of signature by doctor and shall continue for a period of one year thereafter. This Agreement will continue and continuously renew under like terms on a one-year basis unless written notice of intent not to renew is given by either party to the other at least ninety (90) days prior to the expiration of the initial term or any subsequent term thereof. This Agreement may also be terminated (i) by Center and Doctor mutually agreeing to its termination, (ii) if the Doctor has an inactive license, or (iii) if either party fails to comply with the requirements of this Agreement.
5. **Duties of Center.**
 - a. At the Doctor’s request, Center shall provide Doctor with a detailed listing of all payments received as well as any refunds and returned checks that were recorded.
 - b. Center shall provide adequate training to staff on changes in the rules, policies and regulations governing billing of doctor claims. Further,

- Center shall establish an effective compliance system and periodically audit the claims submitted on behalf of Doctor to ensure that such claims are being submitted in compliance with the multiple rules, regulations, laws and policies of the governmental health care programs and insurance companies to which such claims are sent.
- c. Center shall provide access, during all business hours, to all records and documents necessary for Doctor to verify the claims billed, collections received and other actions taken by Center on behalf of Doctor.
 - d. Center shall maintain the confidentiality of patient records and business transactions in compliance with all applicable federal and state laws.
 - e. Center shall act in a professional, responsible manner (i.e., be in full compliance with the laws, regulations, Medicare/Medicaid rules or other policies governing the billing of doctor services) in the coding, billing and filing of claims on behalf of Doctor.
 - f. Center shall indemnify and hold harmless Doctor from any and all liability, loss (including attorney's fees and costs) overpayments, claims, penalties, fines, taxes or damages suffered or incurred by Doctor resulting from Center's acts, errors, omissions, or unauthorized conduct on the part of Center, its employees, officers, directors, agents or contractors. Without limiting the foregoing, the parties expressly agree that Center shall indemnify and hold Doctor harmless from any and all losses, damages and liability, including overpayments, fines and penalties, arising from or related to any claims prepared or filed by Center.

6. Duties of Doctor.

- a. Doctor shall utilize center as his/her billing and collections management service during the term of this Agreement for services described in Section 1. Description of Work. However, Doctor shall be free to use his/her consultants and advisors at his/her sole discretion.
- b. In connection with the billing, collection and administrative services to be provided under this agreement, doctor grants Center an exclusive power of attorney and appoints Center as Doctor's exclusive and true attorney-in-fact, and Center accepts such appointment, solely for the duties and responsibilities to be carried out by Center as specified in this Agreement.

- c. All liabilities arising from the provision of and receipt of payment for billing and related services, such as sales, and employment taxes, shall be the sole responsibility of Doctor.
 - d. Doctor will pay damages for any harm to Center caused by any breach of this Agreement. Doctor agrees not to hinder the business of Center. This includes, but is not limited to, contracting with, hiring or attempting to hire on Doctor's own behalf, or on behalf of a third person, any employee of the Center.
 - e. Doctor shall indemnify and hold harmless Center from any and all liability, loss (including attorneys' fees and costs) claims, penalties, fines, taxes or damages suffered or incurred by Center resulting from Doctor's acts, errors, omissions, or unauthorized conduct on the part of Center, his or her employees, officers, directors, agents, or contractors. Doctor agrees that Center may use doctor's name, license, and any other information needed to comply with the services in this Agreement.
- 7. Compensation.** Doctor shall be paid for services described in Section 1, Description of Work. The Doctor's fees for the Examination(s) are based on the usual and customary charges by the Doctor. Parties will mutually agree on any amounts to be charged for such services. Neither party is responsible to the other party for any reduction or uncollected amount.
- 8. Value of Services.** The parties agree that this Agreement does not require or permit the division or splitting of physician fees but represents the fair market value of the services provided by Center to Doctor.
- 9. Confidentiality.** Doctor agrees not to disclose to others the terms of this Agreement, any Exhibit attached to and made a part of this Agreement and/or any proprietary information of Center, except as may specifically be authorized in writing by Center through its President. Proprietary Center information includes, but is not limited to worksheets, formats, software, procedures, employee names, vendor names, Doctor names, financial arrangements, business volume, business strategies, organizational structure, contract information and referral sources.
- 10. Breach of Agreement.** Doctor will pay damages for any harm to center caused by a breach of this Agreement. Doctor agrees not to hinder the business of Center. This includes, but is not limited to, the unauthorized disclosure of proprietary information, contacting clients of Center on behalf of a competitor, and contracting with, hiring or attempting to hire on

Doctor's own behalf, or on behalf of a third person, any employee or former employee of Center.

- 11. Additional Acts.** Parties agree to execute any and all other documents necessary to effectuate this Agreement.
- 12. Prior Agreements.** This Agreement supersedes any and all prior oral or written agreements, understandings, and discussions between the parties and may only be amended or modified in writing.
- 13. Waivers.** The waiver of any provision hereof shall not be deemed to constitute the waiver of such provision or any other provisions here.
- 14. Provisions.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- 15. Entire Agreement.** This Agreement represents the entire agreement by and between the parties hereto relating to the subject matter hereof. This Agreement may not be changed except by written agreement executed by the parties hereto.
- 16. Jurisdiction and Venue.** Jurisdiction and venue of any dispute arising hereunder are in Dallas County, Texas.

The Parties have executed this Agreement as the day and year first above written.

Doctor:

By: _____

Tylock Eye Care and Laser Center

By: _____