



**Vendor**  
**Computers Solutions & Consultant, Inc.**

8708 SW 159 PATH  
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(305) 926-7581

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**SERVICE AGREEMENT.**

**Customer**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Contract: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**This agreement** made effective on \_\_\_\_\_ by and between, **Computers Solutions & Consultant, Inc.** hereinafter referred to as **Vendor**, and the party specified above, hereinafter referred as **Customer**, Concerning Software Support, Electronic Claims Processing, Hardware Support and Service provided by the **Vendor** shall become binding when signed by all parties.

**Whereas.** the parties wish to establish a business relationship and theirs respective rights concerning charges, operations and/or termination of the relationship by any of the parties here to.

**Now Therefore:** It is agreed by and between the parties as follow:

**Term of Agreement:**

This agreement shall commence on the effective date and shall remain in effect for a period of 12 months. This agreement shall continue from month to month after of the initial term unless terminated by either party upon 30 days prior notice. This agreement shall not be terminable by either party during the initial term unless terminated by either party upon les than 90 days prior notice.

**Definition:**

Software Vendor is a company specialized in development of Custom made Program. In This case, the automation of Medical Practices. Its Software or Program (cscMedical) is designed to assist in the management and administration of a Medical Office. This agreement provides exclusively for the Service and Support of cscMedical, and in no way does it provides or support of any other software or Operative System installed in the Customer's Computers. Whether acquired from Computers Solutions & Consultant, Inc. or any other entity.

**Maintenance and Software Support:**

**The Vendor:**

The Vendor will provide Maintenance and/or Software support Monday thru Friday from 9.00 AM to 4:30 PM (except official Holidays).

**Maintenance and Software Support Definition:**

The Vendor will provide assistance to the Customer in the usage and acknowledgment of cscMedical Automation System.

The Vendor agrees to maintain trained support personnel in staff, available to answer any questions the Customer might have related to the cscMedical Software program sold, usage or implementation of new accounts.

The Vendor will correct any program bugs or malfunctioning found and reported by the Customer, It is understood that software debugging or fixes to software bugs may take some time to complete depending of the nature of the reported problem. In any event, the Vendor will try to correct such reported problem or bugs in the fastest way possible, and will advice the Customer the approximate time for correction.

The Vendor will release new versions of the software when available upon request for proposes of enhancing it and/or maintaining it up to date with new regulations affecting the Medical Industry. In addition, new releases will contain fixes of reported bugs/malfunctions previously reported.

The cost or expenses associated with all programming / support labor to assist the customer as set forth hereby will be borne by the Vendor.

**The Customer:**

The Customer will be responsible of having present at the moment of the installation and/or training, the staff that will be using the program.

The Customer will be responsible for reporting any bug/malfunction found to the Vendor as soon as possible, so it can be fixed.

**Charges:**

The Customer will pay \$ \_\_\_\_\_ for Maintenance and Software Support.

**Electronic Claims Processing:**

**The Vendor:**

The Vendor will receive Electronic Claims from the Customer's System 24 hours a Day, 7 days a week with the exception of scheduled maintenance that will be advised at least 7 days prior to the event. The Vendor will perform a font-edit to all claims received to check for common errors, Claims with errors will be returned to the Customer. Every valid claim will be transformed to ANSI X12 837 Ver.4010A1 electronic format and forwarded to the proper Insurance Companies.

The Vendor will receive from the Insurance Companies, Confirmation, Reports, Rejections, Claims Status, ERA and any other available information related to this process, and will be picked up by the Customer based on the Account Number and the Provider Number linked to it.

The Vendor will forward Claims to -and receive reports, etc- from MEDICARE, MEDICAID, Availity and WebMD.

**The Customer:**

The Customer will be solely responsible for the information contained on every claim sent electronically and must print the "Claims Transmission Report" before every transmission.

**Charges:**

The Customer will pay a monthly charge of \$ \_\_\_\_\_ for Electronic Claims Transmission.

Please fill attachment for each provider enrolled for ECT.

**Hardware Support and Maintenance:**

**The Vendor:**

The Vendor will Covers.

Parts and Labor on the Following Hardware Network Components:

- *Network Hub, Switch or Router*
- *NIC Ethernet Network Adapters*
- *Cables and Connectors*
- *Windows Network Setup and Sharing.*
- *Printer Sharing*

Labor only on the Following Components:

- *Computers*
- *Monitor*

The Vendor will perform a scheduled maintenance every six (6) month or so to all the Hardware Components to make sure they are clean and fully operational.

**The Customer:**

The Customer will be responsible for the cost of any parts to be replaced that is not covered as part of this agreement. Also if the Customer decide to upgrade their Hardware, It will be responsible for the cost of transferring the information to the new Hardware.

**Charges:**

The Customer will pay a monthly charge of \$ \_\_\_\_\_ for Hardware Network Components labor and maintenance.

The monthly charges agreed, must be paid by or before the 1<sup>st</sup> of the month in advance, based on Invoice provided by the Vendor the prior month. If the Customer defaults in the payment of any invoice, The Vendor, may charge a \$29.00 late fee and/or suspend this capability until the payment due is received.

The monthly charges hereby may be increased at any time, upon 30 days prior written notification, In the event, the Customer may terminate this agreement upon 1 month prior notice, otherwise, the new charges shall become effective the date specified in the notice.

**Confidentiality:**

Is this agreed that any and all data or information about the patients or any other statistic information shall not be made available to any party outside Computers Solutions & Consultant, Inc., the Vendor. In addition, the content of this agreement shall be kept confidential.

**Termination:**

In any party wishes to terminate the relationship established by this agreement, they may do so by a written notice given 30 days in advance.

**Amendment:**

This agreement contains the understood of the parties and take the place of all prior agreement of the parties, and no other representations have been made to any of the parties other than those specified in this agreement.

**Liability:**

The Vendor is not liable for Damage of any kind to Customers or any third party except in case of gross negligence or willful misconduct, other than as expressly set forth in this agreement. The vendor makes no warranties of any kind and explicitly disclaims all warranties (express, implied and statutory) including, without limitations, any implied warranties or merchantability or fitness for a particular use. In no event shall the Vendor be responsible for incidental, consequential or specified damages. Any claim not presented within 12 months shall be deemed waived.

**Attorney's Fees:**

In the event of any litigation arising out of this agreement, the losing party agrees to be responsible for payments of any reasonable attorney's fees incurred in connection with said litigation, through appeal.

**Statement:**

Customer hereby agrees to indemnify and hold Vendor harmless from any and all liability resulting from claims submitted by Vendor on behalf of Customer.

In Witness Whereof, The parties hereto have caused this agreement to be duly executed to be effective as of the date specified in the first paragraph of this agreement.

Approved by Vendor.

Received by Customer.

**Computers Solutions & Consultant, Inc.**

\_\_\_\_\_  
**Title** \_\_\_\_\_  
**Date** \_\_\_\_\_

\_\_\_\_\_  
**Title** \_\_\_\_\_  
**Date** \_\_\_\_\_