

Before You Sign a RCM/Billing Agreement Checklist

1.

Does the agreement auto-renew, and if so, how many days' notice does the practice need to give to avoid it?

2.

Can the practice terminate for poor performance without proving a formal material default?

3.

Is there a liquidated damages clause, and does it include a renewal term the practice did not intend to enter?

4.

Is the fee defined clearly enough to know which collections count and which do not?

5.

Can the vendor suspend claims work or follow-up over an unpaid invoice, and is there a cure period first?

6.

How broad is the exclusivity clause, and does it block hiring an auditor or transition support?

7.

Is data returned immediately at termination, or only after payment and a signed release?

8.

What is the liability cap, and are HIPAA breaches, fraud, and missed timely filing carved out of it?

9.

How long does the practice have to bring a claim once a billing problem is discovered?

10.

Can the vendor assign this agreement to a new owner without the practice's written consent?

