

Customer Service Agreement

Medical Bill Negotiation and Advocacy Services

This Customer Service Agreement ("Agreement") sets forth the terms and conditions under which CutMedicalBill.com will provide medical bill review, negotiation, and advocacy services. Please read this Agreement carefully before signing.

SERVICE PROVIDER: CutMedicalBill.com ("Company," "we," "us," or "our")

CLIENT: The undersigned individual ("Client," "you," or "your")

EFFECTIVE DATE: As of the date of execution below

1. SCOPE OF SERVICES

The Company agrees to provide the following services on your behalf in connection with the medical bill(s) identified in this Agreement:

- (a) Bill Analysis.** Review your medical bill(s) for billing errors, coding violations, overcharges, and pricing discrepancies using Medicare reference data, CMS billing rules, and industry benchmarks.
- (b) Error Disputes.** Contact healthcare providers and billing departments to dispute identified billing errors, including but not limited to: incorrect CPT/HCPCS codes, NCCI bundling violations, MUE unit limit violations, duplicate charges, upcoding, and modifier misuse.

- (c) **Price Negotiation.** Negotiate with healthcare providers to reduce charges to fair market rates, using Medicare physician fee schedules, OPPS rates, and industry benchmarks as reference points.
- (d) **Financial Assistance.** Where applicable, identify and assist in applying for hospital charity care programs, financial assistance policies (FAPs), and hardship discounts available under IRS Section 501(r) and applicable state law.
- (e) **Insurance Coordination.** Where applicable, coordinate with your insurance company regarding claim disputes, Explanation of Benefits discrepancies, and billing corrections.

2. AUTHORIZATION TO ACT ON YOUR BEHALF

By signing this Agreement, you authorize CutMedicalBill.com to:

- (a) Contact healthcare providers, hospitals, medical facilities, billing departments, collection agencies, and insurance companies on your behalf regarding the medical bill(s) identified herein.
- (b) Discuss your account details, charges, billing codes, payment arrangements, and financial assistance options with the parties identified above.
- (c) Request itemized bills, medical billing records, and account statements related to the identified medical bill(s).
- (d) Negotiate payment amounts, payment plans, billing adjustments, and settlements on your behalf, **subject to your approval before any final settlement is accepted.**
- (e) Submit financial assistance applications, charity care applications, and hardship forms on your behalf using information you provide.

Limited Power of Attorney. This authorization constitutes a limited power of attorney for medical billing and financial matters only. It does not authorize the Company to make medical decisions, access clinical medical records

unrelated to billing, or commit you to any payment or settlement without your express written consent.

3. HIPAA AUTHORIZATION

You authorize any healthcare provider, hospital, medical facility, billing department, or insurance company to release the following information to CutMedicalBill.com for the sole purpose of medical bill review and negotiation:

- Itemized billing statements and account balances
- CPT, HCPCS, ICD-10, and revenue codes associated with your bill(s)
- Explanation of Benefits (EOB) and claims information
- Billing and payment history for the account(s) in question
- Correspondence related to billing disputes, appeals, or financial assistance

This authorization **does not extend** to clinical medical records, treatment notes, diagnostic results, or health information unrelated to billing. This authorization remains in effect for the duration of this Agreement and for ninety (90) days following its termination. You may revoke this authorization at any time by providing written notice to the Company.

4. FEE STRUCTURE

- (a) Analysis Fee.** There is no charge for the initial bill analysis. The Company provides bill analysis at no cost to the Client.
- (b) Success Fee.** You agree to pay the Company a fee equal to **ten percent (10%)** of the total Confirmed Savings (as defined in Section 5) achieved through the Company's services.
- (c) No Savings, No Fee.** If the Company does not achieve any Confirmed Savings on your behalf, you owe nothing. The Company assumes all risk of non-performance.

5. DEFINITION OF CONFIRMED SAVINGS

"Confirmed Savings" means the documented reduction in the amount you owe, calculated as follows:

$$\text{Original Amount Owed} - \text{Final Resolved Amount} = \text{Confirmed Savings}$$

Confirmed Savings **includes** reductions resulting from:

- Billing error corrections and charge reversals
- Negotiated balance reductions and settlements
- Charity care approvals (free or discounted care)
- Financial assistance discounts applied to your account
- Write-offs or adjustments obtained through the Company's efforts

Confirmed Savings **does not include**:

- Amounts covered or adjusted by your insurance company independent of the Company's efforts
- Standard contractual adjustments that would have occurred without the Company's involvement
- Payment plan arrangements that do not reduce the total amount owed

Savings are considered "confirmed" when reflected on an updated billing statement, settlement letter, written confirmation from the provider, or comparable documentation.

6. PAYMENT TERMS

- (a) The Success Fee becomes due and payable **within thirty (30) days** of Confirmed Savings being documented.
- (b) The Company will provide you with a written invoice itemizing the original amount, the final resolved amount, the calculated Confirmed Savings, and the Success Fee owed.

- (c) Payment may be made via credit card, debit card, ACH bank transfer, or other method mutually agreed upon by both parties.
- (d) If you dispute the calculation of Confirmed Savings, you must notify the Company in writing within fourteen (14) days of receiving the invoice. Both parties agree to work in good faith to resolve any calculation discrepancies.

7. CLIENT RESPONSIBILITIES

You agree to the following obligations during the term of this Agreement:

- (a) Provide accurate and complete information about your medical bill(s), insurance coverage, household income (if applying for financial assistance), and any prior communications with the provider regarding the bill(s).
- (b) Respond to requests for information or approvals within a reasonable timeframe, generally five (5) business days.
- (c) **Not independently negotiate, settle, or pay the bill(s) in full** while the Company is actively working on your case without first notifying the Company. Independent settlement during active engagement may still trigger the Success Fee to the extent the Company's prior efforts contributed to the outcome.
- (d) Promptly forward any correspondence, updated statements, or collection notices related to the bill(s) to the Company.
- (e) Provide honest and accurate financial information if applying for charity care or financial assistance programs. Misrepresentation of income or household size may constitute fraud under applicable law.

8. COMPANY RESPONSIBILITIES

The Company agrees to the following obligations:

- (a) Act in good faith and in your best interest at all times throughout the engagement.

- (b) Keep you reasonably informed of progress, including material developments, settlement offers, and provider responses.
- (c) **Not accept any settlement, payment arrangement, or final resolution without your express approval.**
- (d) Maintain the confidentiality of your personal, financial, and medical billing information in accordance with Section 12.
- (e) Comply with all applicable federal and state laws and regulations.
- (f) Provide transparent and accurate accounting of all savings achieved and fees charged.

9. NO GUARANTEE OF RESULTS

The Company does not guarantee any specific outcome, amount of savings, or timeline for resolution. Medical bill negotiation results depend on many factors outside the Company's control, including but not limited to: the provider's policies and willingness to negotiate, the nature and validity of the charges, applicable hospital financial assistance policies, insurance coverage determinations, and the Client's financial circumstances.

The Company will use commercially reasonable efforts to achieve the best possible outcome on your behalf.

10. LIMITATIONS AND DISCLAIMERS

- (a) **Not Legal Advice.** The Company does not provide legal advice, legal representation, or legal opinions. Nothing in this Agreement or in the Company's services creates an attorney-client relationship. If you require legal counsel regarding a billing dispute, the Company may recommend you consult with a qualified attorney.
- (b) **Not Medical Advice.** The Company does not provide medical opinions, question the medical necessity of services rendered, or make any determinations regarding the appropriateness of medical treatment.

- (c) **Not Insurance.** The Company is not an insurance company, health plan, or benefits administrator, and does not provide insurance coverage of any kind.
- (d) **Not a Collection Agency.** The Company does not collect debts. The Company acts solely as your advocate to reduce amounts owed.

11. TERM AND TERMINATION

- (a) This Agreement begins on the Effective Date and remains in effect until the earliest of: (i) all identified bill(s) are resolved; (ii) twelve (12) months from the Effective Date; or (iii) termination by either party.
- (b) **Either party may terminate this Agreement at any time** by providing written notice. Email to the addresses listed in this Agreement shall constitute sufficient written notice.
- (c) If you terminate this Agreement after the Company has achieved Confirmed Savings, you remain responsible for the Success Fee on any savings confirmed prior to the date of termination.
- (d) If the Company terminates this Agreement, no Success Fee shall be owed on savings not yet confirmed at the date of termination, even if the Company's prior efforts contributed to a subsequent resolution.

12. CONFIDENTIALITY AND DATA PROTECTION

- (a) The Company will treat all personal, financial, and medical billing information provided by the Client as confidential.
- (b) Client information will be disclosed only to the parties identified in Section 2 and only for the purposes described in this Agreement.
- (c) The Company will not sell, rent, license, or otherwise disclose your information to third parties for marketing or commercial purposes.
- (d) Upon termination of this Agreement and completion of any outstanding obligations, you may request deletion of your data by contacting the Company in writing. The Company will comply within thirty (30) days, except to the extent retention is required by law.

13. LIMITATION OF LIABILITY

The Company's total aggregate liability under this Agreement shall not exceed the total Success Fees actually paid by you under this Agreement.

In no event shall the Company be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to: credit score impacts, collection actions taken by providers during the negotiation process, interest or late fees accrued on the underlying bill(s), or missed deadlines for external programs caused by the Client's delay in providing requested information.

14. DISPUTE RESOLUTION

- (a) Any dispute arising out of or relating to this Agreement shall first be addressed through good-faith negotiation between the parties for a period of not less than thirty (30) days.
- (b) If negotiation is unsuccessful, either party may pursue resolution through binding arbitration administered by the American Arbitration Association under its Consumer Arbitration Rules, conducted in the state of the Client's residence.
- (c) The prevailing party in any arbitration proceeding shall be entitled to recover its reasonable costs and expenses.

15. GENERAL PROVISIONS

- (a) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, and agreements.
- (b) **Amendments.** This Agreement may be amended only by a written instrument signed by both parties.
- (c) **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

- (d) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the Client resides, without regard to conflict of law principles.
- (e) **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that party's right to enforce that provision or any other provision in the future.

EXECUTION

By signing below, the parties acknowledge that they have read, understood, and agree to be bound by the terms of this Agreement.

CLIENT
PRINTED NAME

EMAIL ADDRESS

PHONE NUMBER

SIGNATURE

DATE

CUTMEDICALBILL.COM
AUTHORIZED REPRESENTATIVE

TITLE

SIGNATURE

DATE

This document is a template and should be reviewed by a licensed attorney in your jurisdiction before use. State laws regarding medical bill advocacy, debt negotiation, and consumer protection vary and may impose additional requirements.

Questions? Contact us at help@cutmedicalbill.com