

Your Bill Advocate, LLC

Medical Bill Review & Negotiation Services Agreement

This Medical Bill Review & Negotiation Services Agreement (the “Agreement”) is entered into as of **[DATE]** between **Your Bill Advocate, LLC**, a Nebraska limited liability company (the “Company,” “we,” or “us”), and the individual identified in the signature block below (the “Client,” “you”).

1. What we do

You are asking us to review one or more medical bills you have received and to attempt to lower the amount you are required to pay. Specifically, you authorize us to:

- Review the itemized bills, statements, and related insurance documents you provide to us.
- Identify possible billing errors, duplicate charges, and amounts that may be reduced.
- Contact the hospital, provider, or billing office on your behalf to request a reduction, discount, correction, or revised balance.

The bills covered by this Agreement are listed here (the “Covered Bills”): **[provider name(s) and account / statement number(s)]**.

2. What we do NOT do

So there is no confusion, this Agreement does not include any of the following:

- We do not pay your medical bills. You always pay the provider directly.
- We are not a law firm, and nothing we do is legal advice. We are not your doctor and give no medical advice. We do not give tax advice.
- We are **not** a debt collector, a credit repair service, or a debt-management / debt-pooling service. We do not take custody of your funds or distribute money to your creditors.
- We do not guarantee any specific result. Providers are not required to reduce anything.

3. Authorization to act on your behalf

You authorize us to communicate with the providers and billing offices for the Covered Bills, and with your insurer if needed, for the limited purpose of reviewing and negotiating those bills. This includes authorization to receive and discuss your billing and account information that the provider would otherwise keep private.

If a provider requires its own authorization or designated-representative form (including a HIPAA authorization), you agree to sign it promptly so we can act for you. This authorization is limited to bill review and negotiation, lasts until this Agreement ends, and **you may revoke it in writing at any time**.

4. Our fee

Our fee is **thirty-five percent (35%) of the Savings** we obtain for you on the Covered Bills. **If we do not save you money, you owe us nothing**. There is no sign-up fee, no hourly charge, and no monthly charge.

How “Savings” is calculated

“Savings” means the **Baseline Amount** minus the **Final Amount**, where:

1. **“Baseline Amount”** is the amount you were actually responsible to pay on a Covered Bill at the time you signed this Agreement — that is, your patient-responsibility balance after any insurance has already been applied, not an undiscounted “sticker” charge.
2. **“Final Amount”** is the amount the provider agrees in writing you must pay on that Covered Bill after our work.

Savings does not include, and we will not charge a fee on:

- Insurance payments or insurance adjustments you would have received anyway;
- Discounts or financial-assistance / charity-care reductions you had already been offered or had already applied for before engaging us;
- Amounts written off because the charge was for a service you never received.

We calculate Savings separately for each Covered Bill and will show you the math in writing before charging anything. Example: if your patient-responsibility balance was \$10,000 and we get it reduced to \$6,000, the Savings is \$4,000 and our fee is \$1,400 (35% of \$4,000). You would then pay the provider \$6,000 directly.

5. How and when you pay us

You will place a payment method on file with us (handled through our secure payment processor; we do not store full card numbers ourselves). You authorize us to charge that method for our fee only after all of the following have happened:

3. A provider has agreed in writing to a reduced Final Amount on a Covered Bill; and
4. We have sent you a written summary showing the Baseline Amount, the Final Amount, the Savings, and the exact fee.

You authorize a charge of 35% of the Savings for that Covered Bill at that time. **We will never charge you more than the fee shown in that written summary, and we will never charge you if there is no Savings.**

After we are paid, you pay the reduced Final Amount directly to the provider by the provider's due date. Paying the provider on time is your responsibility.

If you can't pay the fee all at once

If paying our fee in a single payment would be a hardship, you may choose a **payment plan** instead. Choosing a payment plan does not change the total fee — it only spreads it out, and there is no added interest.

If you choose a payment plan, you authorize us to charge the payment method on file in equal monthly installments, beginning when the Savings are confirmed and continuing on the same day each month until the fee is paid in full. **Before the first charge, we will tell you the number of payments and the exact amount of each.** You may pay off the remaining balance early at any time at no penalty.

If a scheduled payment does not go through, we may try the charge again and will contact you to arrange payment. Any unpaid portion of the fee remains owed until paid.

6. Your responsibilities

- Give us accurate, complete bills and information, and tell us about any payments, discounts, or financial-assistance applications already in progress.
- Do not separately negotiate or pay a Covered Bill while we are working on it without telling us first.
- Respond to reasonable requests for documents or signatures so we can do the work.
- Pay the provider the Final Amount directly and on time.

7. No guarantee

We will use reasonable effort, but we cannot promise any particular reduction. Providers may decline to reduce a bill. If we obtain no Savings on a bill, you owe us no fee for that bill, and this is your only remedy for a result you are unhappy with.

8. Ending this Agreement

Either of us may end this Agreement at any time with written notice (text or email is fine). If you end it after we have already obtained a written reduction on a Covered Bill, our fee on that reduction is still earned and payable. We owe nothing for bills on which no reduction was obtained.

9. Limitation of liability

To the fullest extent allowed by law, our total liability to you for any claim relating to this Agreement will not exceed the total fees you actually paid us. We are not liable for indirect, incidental, or consequential damages, including provider late fees, interest, or collection activity that results from your not paying a provider on time.

10. Privacy

We treat your bills and personal information as confidential and use them only to perform this service. We do not sell your information. We share it only with the providers, insurers, and our service vendors as needed to do the work, or as required by law.

11. General

- **Governing law:** This Agreement is governed by the laws of the State of Nebraska, without regard to conflict-of-law rules.
- **Disputes:** Any dispute arising out of this Agreement will be resolved in the state courts of Nebraska located in the county of the Company's principal office, except that either party may bring an eligible claim in small claims court where the Client resides.
- **Entire agreement:** This is the entire agreement between us about this subject and replaces any earlier discussions. Changes must be in writing and agreed by both of us.
- **Electronic signatures:** You agree that signing electronically or by text/photo confirmation is as valid as signing on paper.
- **Severability:** If any part is unenforceable, the rest stays in effect.

12. Signatures

By signing, you confirm you have read and understood this Agreement and agree to the 35%-of-Savings fee and the authorizations above.

CLIENT

Signature: _____

Printed name: _____

Date: _____

Phone / email: _____

Payment method on file (last 4 digits): _____

COMPANY — YOUR BILL ADVOCATE, LLC

Signature: _____

Printed name / title: _____

Date: _____