

Contract for Appeals Service

This Agreement is entered into on this _____ day of _____, 20____, between _____, hereinafter referred to as "Client" and CB&C, Inc.

Responsibilities:

Client has contracted with CB&C, Inc. to handle the first, second, and third level appeals (as necessary) for patient _____ for date(s) of service _____

CB&C's Appeal Service is for medical necessity disputes / appeals only. Claim appeals are administrative appeals and not included in this service.

Client is responsible to follow the process as outlined in the checklist and make sure all information is sent to CB&C in the time frames indicated. Client understands that there are specific time frames that need to be followed when filing a 1st, 2nd, 3rd level appeals and if Client does not submit paperwork to CB&C, Inc. in it's entirety as outlined on the checklist, it may cause CB&C, Inc. to be unable to file said appeals.

CB&C, Inc. is responsible ONLY for the *administrative* filing and follow-up of the appeal.

Client is responsible for the clinical information sent with the appeal. Therefore, Client understands that once the appeal has been accepted for 1st level and / or 2nd level and / or external appeal, that means the administrative process has been followed correctly and CB&C Inc.'s contract obligations have been fulfilled.

Client understands the program fee of \$250 each for fully funded appeals and / or self funded appeals is payable to CB&C regardless of outcome of appeal. Additionally, if the appeal is victorious Client agrees to pay CB&C 15% of the amount of the additional reimbursement. Client understands that a fully funded policy may be sent to the State for an external appeal and if so that applicable State fee (usually \$25 to \$50) would be paid by the Client at that time. Similarly Client understands that the final step in a self funded appeal is a suit filed under ERISA. CB&C will assist Client with securing counsel if possible, but at that point, CB&C's obligation will be satisfied.

Ultimately, the outcome (win or lose) of the first, second, & external appeal(s) will be based on the clinical information supplied by the Client and therefore, NOT the responsibility of CB&C, Inc.

Therefore it is hereby agreed by the Parties named above, as follows:

1. Client will make available and/or transfer to CB&C, Inc. certain confidential information, in conjunction with goods or services that are being provided by CB&C, Inc to Client. This information must be afforded special treatment and protection.
2. CB&C, Inc. will have access to and/or receive from Client certain information that can be used or disclosed only in accordance with this Agreement and the Privacy Regulations of the U.S. Department of Health and Human Services.

3. CB&C, Inc. hereby agrees that it shall be prohibited from using or disclosing the information provided or made available by the Client for any purpose other than as expressly permitted or required by this Agreement.
4. CB&C, Inc. shall be permitted to use and/or disclose information provided or made available from the Client for the following stated purposes: To file appeals on the Client's behalf in regard to medical necessity disputes.
5. CB&C, Inc. is permitted to use information if necessary for the proper management and administration of CB&C, Inc. or to carry out responsibilities of CB&C, Inc.
6. CB&C, Inc. is also permitted to use or disclose information to provide data aggregation services, as that term is defined by 45 C.F.R § 164.501, relating to the healthcare operations of the Client.
7. CB&C, Inc. will establish and maintain appropriate safeguards to prevent any disclosure of the information, other than as provided for by this contract.
8. CB&C, Inc. hereby agrees that it shall immediately report to the Client any discovery use or disclosure of information not provided for or allowed by this contract.
9. CB&C, Inc. hereby agrees to make available and provide right of access to information by the individual in accordance with 45 C.F.R. § 164.524.
10. CB&C, Inc. agrees to make information available for amendment and to incorporate any amendments to information in accordance with 45 C.F.R. § 164.526.
11. CB&C, Inc. agrees to make information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528.
12. Client understands that ONLY copies are to be sent to CB&C, Inc. and once copies are forwarded to CB&C, Inc. those copies become the property of CB&C, Inc. At completion / termination of the contract, CB&C, Inc. hereby holds the right to either retain and store any copies or destroy any copies as it is now CB&C property and are not originals.
13. Notwithstanding any rights or remedies provided for in this contract, the Client retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of information by CB&C, Inc or any agent, contractor or third party that received information from CB&C, Inc.
14. This Agreement shall be binding on the Parties and their successors, but no Party may assign this agreement without the prior written consent of all, which consent shall not be unreasonably withheld.
15. The Parties agree to exercise good faith in the performance of this Agreement.
16. Except as otherwise specified in this Agreement, if any legal action or other proceeding is brought for the enforcement of the contract, or because of an alleged dispute, breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this Agreement, each party shall bear its own legal expenses and the other cost incurred in that action or proceeding.

17. This Agreement consists of this document and constitutes the entire agreement between the parties. There are no understandings or agreements relating to this Agreement which is not fully expressed in this contract, and no change, waiver or discharge of obligations arising under this contract shall be valid unless in writing and executed by the party against whom such change, waiver or discharge is sought to be enforced.

IN WITNESS WHEREOF, Client and CB&C, Inc. have caused this Agreement to be signed and delivered to their duly authorized representatives, as of the date set forth above.

CLIENT:

CB&C, INC.:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____