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Terms of Service

Definitions:

- **“We”, “us”, “our”, and “Snfcb”:** All of these Terms represent Snfcb.com, which is wholly-owned and operated by Consolidated Billing Services, Inc. (“CBSI”), a Washington Corporation. Any references to these Terms also include CBSI.
- **“You”:** You means the end-user accessing Snfcb.com, your Provider, and your Organization.
- **“Organization”:** Organization means the entity or parent entity that has ownership or control over one or more Provider(s). This includes without limitation a management entity that operates Providers or a parent company or corporation that owns multiple Providers. Your Organization is the Organization that you are employed by, work for, or otherwise represent.
- **“Provider”:** A Provider is any entity that has certification to participate in Medicare.
- **“Site”:** Site means the website Snfcb.com.
- **“Terms”:** Terms mean these Terms of Service.

Your subscription lasts one year: Your subscription will begin on the date you make payment, accept these terms, and are issued a user login, and it will continue for one year (365 days) from that date. Your Subscription will not automatically renew. Instead, it requires you to renew the subscription by paying an invoice for an additional year’s service. Failure to pay for an additional year means your access will end exactly one-year after your access was granted, and your account will terminate. Any information saved with your account may be lost.

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You are responsible for safeguarding access to your user login, and shall use a strong password that is used exclusively for your user login on this Site. We will not be liable for any loss or damage arising from your failure to safeguard access to your user login.

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the Site to multiple Providers or to any other person or entity unless you add licenses for each Provider to your account. We reserve the right to terminate your user account if you violate these Terms in any way.

You must register all Providers: If your Organization has ownership, management, or control over multiple Providers of the same certification, then you must register, and obtain separate licenses for each individual Provider of the same certification. Thus, you must register **all** of your Providers of the same certification **or none of them**. You will be given one user access for each licensed provider, but more user logins can be added for an additional fee. If your Organization obtains ownership or control over a new Provider of the same certification it must register the new Provider immediately. Failure to license every Provider of the same certification associated with the Organization will result in termination of the entire Organization including all user logins associated with the Organization. In this situation, we will presume and you concede that you used a user login for an unregistered Provider in violation of the above Terms, and we will not refund you any money for the remaining portion of the year for your subscription fee. You acknowledge and agree that this is a reasonable and equitable presumption and result. We routinely monitor various CMS data files and other public domain sites in to enforce these Terms.

Information provided is as is and without guarantee of accuracy: You acknowledge that we obtain Medicare pricing information from the United States federal government based on the then-current access to the applicable databases. We cannot guarantee the correctness, completeness, nor accuracy of the information we obtain from the applicable databases. You acknowledge that this information may be incorrect.

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You agree that our liability is limited: Neither Snfcb.com, nor CBSI, nor any third party involved in the creation, production, or delivery of any data, information, or reports, shall be liable to you or any other customer, patient, or third party for any direct or consequential damages of any kind, including but not limited to lost profits, lost savings, loss of anticipated benefits, or other special, incidental, or exemplary damages (including punitive damages) arising out of or relating to the use or inability to use the Site or any data, information, or reports from the Site. No liability will attach whether or not those purported damages arise out of contract, negligence, strict tort liability, or under any warranty or otherwise. This limitations applies even if CBSI is advised of the possibility of such damages or for any other claim by any other party.

You agree that the liability of CBSI or Snfcb.com shall in no event exceed fees actually paid by you and received by us for any data, information, or reports.

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No refunds for cancellation or termination: If you breach all or portions of these Terms, we may suspend or terminate all user logins association with your Organization and may remove any information you have placed or saved on our Site. We do not provide refunds for the unused portion of any subscription fees or payments you may have made to use Snfcb.com regardless of which of us terminates your user account.

We may modify these Terms at any time: At our sole discretion, we may modify or change the Terms of this agreement from time to time, and your continuing use of the snfcb.com website constitutes your acceptance of and agreement to any changed Terms. You will always be able to view the most current version by clicking on the menu bar. If you do not agree to the Terms and herein, you must cease use of this Site immediately.

Any waiver must be in writing: All waivers must be in writing. Any waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

You may not assign your rights or delegate your duties: You may not assign or transfer, by operation of law or otherwise, your rights under this agreement or delegate any duties under this agreement to any third party without our prior written consent in each instance. Any attempted assignment or transfer in violation of the foregoing will be void.

Jurisdiction, Venue, and Choice of Law acknowledged: These Terms shall be governed by, construed and enforced in accordance with the laws of the State of Washington, without giving effect to principles and provisions thereof relating to conflict or choice of laws irrespective of the fact that any one of the parties is now or may become a resident of a different state. Venue for any action under these Terms shall lie only in Spokane County, Washington, USA. You acknowledge that by purchasing a subscription and entering into these Terms with Snfcb.com, you are making a transaction with CBSI in Spokane County, WA. You, thereby, consent to personal jurisdiction by the courts within Spokane County, Washington, USA and waive all objection and challenge to such venue and personal jurisdiction. You acknowledge that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any of the transactions contemplated by this agreement.

Reasonable attorney fees and costs in a dispute: In any controversy, claim or dispute arising out of or relating to these Terms or the method or manner of performance thereof or the breach thereof, the prevailing party shall be entitled and awarded in addition to any other relief, its attorney fees, expert witness fees, and costs.

Severability and enforceability of provisions: If any provision of these Terms or any application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of the Terms or the application of such Terms or provisions to person or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of the Terms shall be valid and enforceable to the fullest extent permitted by law.

No Principal – Agent Relationship is created: Nothing contained in these Terms shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or partnership or of any association between any of the parties hereto other than independent contracting parties.

These terms will not be construed against us: You affirm and agree that you, as a Provider or Organization, are a sophisticated business entity and have had an opportunity to consult with your counsel and with such other experts or advisors as you have deemed necessary in connection with these Terms. You acknowledge that you had an opportunity to communicate with us directly to negotiate a written waiver or exception to any one of terms contained herein, and having not done so that you agree to the terms as written and without need for amendment. As such, these Terms shall be construed without any presumption or rule requiring that it might be construed against us for causing it or any part of it to be drafted.

Required notice under these Terms may be sent by email: Any notice, payment, demand, or communication required or permitted to be given by any provision of these Terms shall be in writing and either made available on the Site at your next renewal period or sent by electronic-mail (e-mail) transmission to you at the e-mail address then on record with us. You may deliver notices to us in writing to 1908 N Dale Lane, Ste. A, Spokane Valley, WA 99212, Attn: Customer Service or by an e-mail to support@snfcb.com.

These Terms represent the full agreement between you and us: You acknowledge that these Terms represent the full and complete Terms of the agreement between you and us for your use of this Site. These Terms supersede any other agreements or terms between you and us and these Terms will control any dispute as written.

Frequently Asked Questions regarding the Terms:

Q: How do I know if I need to register all of the Providers associated with my Organization?

A: You always must register all Providers of the same certification associated with an Organization. This includes any Provider that is owned, managed, operated, or otherwise holds itself out as part of a group. As an example, and without limitation, if a management company manages twenty Medicare-certified skilled nursing facilities, the management company must license all twenty Medicare-certified skilled nursing facilities as separate Providers under the Organization, or it can register none of them. However, the requirement to register all providers is limited to providers of the *same certification*. Thus, and without limitation, if your management company has twenty Medicare-certified skilled nursing facilities and five ambulatory surgery centers, it must register all twenty skilled nursing facilities or none of them, but registering the skilled nursing facilities does not require the Organization to register the ambulatory surgery centers (so long as the user logins for the skilled nursing facilities are not used improperly). If the Organization wanted to register some of the skilled nursing facilities and some of the ambulatory surgery centers it would have to register *all* Providers both certifications.

Q: Why must all Providers in our Organization be licensed and registered under the Organization?

A: Websites cost money to develop, maintain and operate. Rather than charge per report, per login or very large fees for single sign-on large corporations; we thought it best to provide a full featured web service for a very low annual fee per Provider. Our charges are minimal compared to many websites and in fact we are often asked to clarify our standard rate is per year rather than per month. Unfortunately, websites cost money and additional traffic leads to increased cost. As additional reports are run, we must expand disk space, RAM and internet throughput. If 1,000 reports are run per day, from an IT and cost to operate standpoint, it is immaterial whether the reports are for 10 Providers or are all run under one Provider. For reasons stated above we opted for a per Provider pricing structure. In order to accommodate large corporations, we offer substantial discounts as volume increases. Currently, a company with 100 or more Providers experiences a 33% discount off our standard fee. Finally, our Site offers management features on a per Provider basis. These features include volume, common code usage and report tracking. In addition, we initiated duplicate claim flagging whereby if you enter a HIC number, date-of-service and HCPCS combination that matches a previous entry, the system will alert you that claim may have already been processed.

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