

Professional Services Agreement – Consulting Services

AGREEMENT, made as of this ___ day of _____, 2016, between the undersigned,
_____ whose mailing address is

_____,
(hereinafter referred to as the “CLIENT”), and HEALTHCARE NAVIGATION, LLC, (“HN”), a Connecticut Limited Liability Corporation with its principal place of business 30 Old Kings Highway South, Darien, CT 06820.

1. Healthcare Consulting Services. HN shall provide CLIENT with services designated by CLIENT on the annexed Schedule “A.”

2. Scope of Engagement.

(a) CLIENT agrees to provide information and/or documentation requested by HN in furtherance of this Agreement as pertains to CLIENT’s objectives and to keep HN informed of any changes regarding same. CLIENT acknowledges that HN cannot adequately perform its services for CLIENT unless CLIENT diligently performs his/her/its responsibilities under this Agreement. HN is expressly authorized to rely upon information provided by CLIENT.

(b) CLIENT authorizes HN to respond to inquiries from, and communicate and share information with CLIENT’s medical providers, insurance carrier(s) and other professionals to the extent necessary in furtherance of HN’s services under this Agreement; CLIENT also authorizes HN to provide such information to family members CLIENT designates.

(c) CLIENT maintains sole responsibility to notify HN if there is a change in his/her/its healthcare coverage or medical status for the purpose of reviewing/evaluating/revising HN’s previous recommendations and/or services.

3. Term and Payment. The term of this Agreement is limited to the duration of the consulting work for which HN has been retained. HN will maintain CLIENT records for at least three months after conclusion of such consulting work. Basic, Premier or Platinum Services (as described in Schedule A to this agreement), are intended to be long-term relationships which automatically renew. Either CLIENT or HN may terminate at any time, however, by providing written notice of termination. CLIENT is responsible for fees incurred prior to HN being notified of termination of an account.

Premier and Platinum Services will begin at fee for service rates but will be adjusted to retainer relationships after CLIENT support requirements can be estimated.

Fee for service rates will apply if CLIENT requires services beyond defined scope of HN Basic, Premier, or Platinum package and/or if HN is charged with handling issues which occurred prior to effective date of retainer relationship with HN at CLIENT’s request.

A deposit is required for work to commence. Client fees are based on the time and resources required to complete client work which cannot be determined in advance. HN hourly rates range from \$150 to \$400 per hour based on level of work with the exception of an individual consultation, which has a minimum fee of \$750. Business and corporate fees for group presentations or other projects vary widely and are based on scope of work. Expert witness fees are \$1500 for a half day commitment and \$3000 for a full day commitment. At client’s request, HN will provide an estimated range of anticipated fees once the scope of work is clear.

HN reserves the right to charge additional fees when CLIENT work requires attention beyond regular business hours either because information is not provided in a timely manner and/or CLIENT engages HN shortly before an enrollment or appeal deadline.

4. Assignment. This Agreement may not be assigned by either CLIENT or HN without the

prior written consent of the other party.

5. Confidentiality. HN shall treat all information disclosed by CLIENT pursuant to this agreement as confidential and HN shall not disclose or use any such information except as required for the performance of its obligations under this Agreement.

6. Arbitration. Subject to the conditions and exceptions noted below, and to the extent not inconsistent with applicable law, in the event of any dispute pertaining to HN's services under this Agreement, both HN and CLIENT agree to submit the dispute to arbitration in accordance with the auspices and rules of the American Arbitration Association ("AAA"), provided that the AAA accepts jurisdiction. HN and CLIENT understand that such arbitration shall be final and binding, and that by agreeing to arbitration, both HN and CLIENT are waiving their respective rights to seek remedies in court, including the right to a jury trial.

7. Applicable Law. This Agreement supersedes and replaces, in its entirety, all previous financial advisory agreement(s) between the parties. To the extent not inconsistent with applicable law, this Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. In addition, to the extent not inconsistent with applicable law, the venue (i.e. location) for the resolution of any dispute or controversy between HN and CLIENT shall be the County of Fairfield, State of Connecticut.

8. Authority. CLIENT acknowledges that he/she/they have all requisite legal authority to execute this Agreement. CLIENT correspondingly agrees to immediately notify HN in writing in the event that this representation should change.

IN WITNESS WHEREOF, CLIENT and HN have each executed this Agreement on the date first above written.

, Client

HEALTHCARE NAVIGATION, LLC

By: _____

Maura Carley, President

SCHEDULE A

Non-Subscription Services

_____ **Consultation:** _____ **Mini Consult**

- Telephone or in-person consultation to discuss client concerns and develop plan. If CLIENT needs additional support, CLIENT may transition to Coverage Planning;
- Medicare Essentials consultation to business or corporate client or educational presentation on requested topic.

_____ **Coverage Transition:**

- Review and evaluate coverage and/or options and make recommendation to CLIENT;
- Manage transition and enrollment to new products, as needed and/or requested;
- Provide Healthcare Advocate or dispute services requested at fee for service rates.

_____ **Project Services:**

- Review and evaluate benefits and coverage relevant to dispute/project;
- Review relevant information and/or documents;
- Based on above work, make recommendation to CLIENT on best approach to resolution; implement agreed upon recommendations;
- Provide any Healthcare Advocate services requested at fee for service rates.

Subscription Services

_____ **Healthcare Advocate Basic:*** Base Fee \$1200/individual/\$2400/couple/year.

- Maintain client information in database. This includes demographic, medical, prescription drug, preferred pharmacy, copies of insurance cards and any other important healthcare documents such as long term care policies, living wills or healthcare proxy information;
- Maintain current authorization to represent client with providers and insurers;
- Provide guidance and advice to CLIENT regarding claims and other concerns;
- Assist in resolving issues and concerns with providers and insurers on client's behalf;
- Provide after hours call service.

_____ **Healthcare Advocate Premier:*** Initial contract minimum \$3500.

In addition to above HA Basic services, review and receive medical bills or statements, file claims, follow-up on outstanding issues, and maintain records of claims filed. Work associated with claims prior to date of agreement will be done at client's request at fee for service rates.

_____ **Healthcare Advocate Platinum:*** Initial contract minimum \$10,000.

Our most comprehensive service. In addition to HA Premier services, substantial additional time and support from HN professionals to handle issues presented by serious illness and to coordinate matters with family's other trusted advisors.

*Coverage transition or other consulting, significant disputes, reports or analysis beyond the scope of HA Basic, Premier or Platinum Subscription Services may be provided to CLIENT's at fee for service rates.