Professional Services Agreement Consulting Services

AGREEMENT, made as of this day of, 2	0 between the undersigned,
, whose mailing address is	_
(hereinafter referred to as the "CLIENT"), and HEALTHCARE I	NAVIGATION, LLC, ("HN"), a
Connecticut Limited Liability Corporation with its principal pla	ace of business 30 Old Kings
Highway South, Darien, CT, 06820.	

1. <u>Healthcare Consulting Services</u>. 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. <u>Term and Payment.</u> 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. 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 services.

A deposit is required for work to commence. Client fees are based on the time and resources required to complete client work which varies by client so cannot be precisely determined in advance. HN hourly rates vary from \$150 to \$400 per hour based on level of work with the exception of a consultation, which has a fee of \$1000 for an individual and \$1500 for a couple's consultation. Professional level services (not involving routine claims review) are billed at either \$250 or \$400/hour (Maura Carley's hourly rate) and include most Coverage Transition work, evaluating coverage, review of complex claims matters or disputes and Special Projects. Business and corporate fees for group presentations or other projects vary widely and are based on scope of work. 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 deadline.

- 4. <u>Assignment</u>. This Agreement may not be assigned by either CLIENT or HN without the prior written consent of the other party.
- 5. <u>Confidentiality</u>. 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. <u>Arbitration</u>. 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. <u>Authority</u>. 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.

By:	, Client
HEALTHCARE NAVIGATION, LLC	
By:	
Maura Carley President	

SCHEDULE A

Consulting Services

Medicare Essentials Consultation: Telephone, web-conference, or in-person comprehensive consultation to discuss Medicare, determine how doctors participate, answer client questions, develop plan, and estimate costs. If Client needs additional support, Client may transition to Medicare Coverage Transition;
\$1,000 fee per individual
\$1,500 fee per couple
Medicare Coverage Transition: Includes all services provided in the Medicare Essentials Consultation and Healthcare Navigation staff managing the transition and enrollments;
\$1,500 deposit per individual
\$2,500 deposit per couple
A deposit is requested three months prior to the coverage transition effective date. A final balance bill will be generated after the transition date.
Non-Medicare Coverage Transition: Review and evaluate coverage and/or options and make recommendation to Client. Manage transition and enrollment to new products.
\$1,500 deposit per individual
\$2,000 deposit per couple or family
A deposit is requested three months prior to the coverage transition effective date. A final balance bill will be generated after the transition date.
Project Services: Description of Project Services and deposit will be Project specific.

Credit Card Authorization Form

We request credit card information and permission to ch	arge your credit card for services.
I,	sition effective date or prior to the onset a final balance bill will be generated we not been made within 30 days of
It is your option to write a check for services. Please no	tify us if you prefer to pay via check.
Signature	
Visa or Mastercard (please circle) number WE DO NO	OT ACCEPT AMERICAN EXPRESS
Expiration date	
Security code	Billing zip code
Name as it appears on the card	