

HEALTHCARE HELPER AGREEMENT

This HEALTHCARE HELPER AGREEMENT (“**Agreement**”) is made and effective on this ____ day of _____, 2025, (the “Effective Date”), by and between Healthcare Helper Heather, LLC, a New York limited liability company with an address at P.O. Box 69, East Northport, NY 11731 (the “Company”), and _____, an individual with an address at _____ (the “Client”). Each of Client and the Company shall be deemed a “Party,” and collectively, the “Parties.”

Background

WHEREAS, the Company provides certain non-clinical, non-professional, administrative assistance services to individuals who are navigating personal healthcare tasks; and

WHEREAS, the Client is an individual seeking assistive services with healthcare tasks.

THEREFORE, in exchange for certain fees to be paid by the Client under this Agreement, the Company agrees to provide the Client with certain consulting services, including those services (the “Services”), described on Schedule 1 of this Agreement, pursuant to the following terms of this Agreement.

Terms of Agreement

1. Services. As used in this Agreement, the term “Services” shall mean those services and amenities provided by the Company to its Clients, consisting of the services and amenities set forth in Schedule 1 of this Agreement.

2. Fees. In exchange for the Services described herein, Client agrees to pay the Company the amounts set forth in Schedule 2 of this Agreement (the “Fees”), which Fees may be subject to change from time to time upon written notice to Client.

3. No Medical Advice. By executing this Agreement, Client expressly acknowledges and agrees to the following:

(a) The Company, its owners, and employees, are not authorized to provide any services requiring a license, certification, or other accreditation by any federal, state, or local administrative agency, or by any federal, state, or local statute, regulation, or guidance. The Company hereby does not offer to provide any of such services, and Client hereby does not accept or rely on any arrangement for the provision of such services.

(b) Without limiting the foregoing in any manner, the Services are not designed to include, and Company reserves the right to refuse to provide, any services that involve, or may reasonably be interpreted to involve (without limitation): (i) diagnosing, treating, or prescribing any physical or mental condition; (ii) providing care supportive to or restorative of life and well-being or the executing any medical regimen; (iii) clinical teaching, counseling, or research; or (iv) providing any form of physical or mental therapeutic service, mental health counseling, dietetic or nutritional or drug management.

(c) Client shall be deemed solely and exclusive responsible for any medical decisions and medical actions taken by Client, and the Company expressly disclaims any liability for same. The Company makes no representations regarding the quality or suitability of any medical provider or medical plan utilized by Client. The Company hereby advises Client to contact a medical professional or call 911 in the event of any emergency medical situation.

(d) In the event that the Services requested by Client include the compilation of general information, including, without limitation, (i) the names, areas of practice, and locations of healthcare practitioners; (ii) the generic or other alternative brands for comparable drugs or devices; or (iii) the coverage options of various health plans, then, in doing so, Company will be making no referral to any specific practitioner, drug, or device, and hereby does not guarantee the suitability or results of any such findings.

4. No Insurance. The Company does not participate in any health insurance program, including, without limitation, the Medicare program, the Medicaid program, or in any other third-party health insurance program. Client acknowledges and understands that this Agreement is not an insurance plan and is not a substitute for health insurance or other health plan coverage. This Agreement is not intended to replace any existing or future health insurance or health plan coverage that Client may carry. Client acknowledges that the Company hereby advises Client to maintain and keep in full force and effect sufficient health insurance policies and plans that will cover Client for comprehensive medical, laboratory, imaging and hospital services, medications, vaccines and other healthcare services. In no event shall the Company or its owner have any liability to Client for any actions or inactions of any third-party payors or healthcare providers.

5. Communications.

(a) The Company shall exercise discretion and care in communicating with the Client and in providing the Services, to the extent reasonably expected of an administrative professional. Notwithstanding the foregoing, the Client acknowledges and agrees that the Company is not a covered entity or a business associate of a covered entity having any obligations under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”). The Company does not have a duty under such laws to keep protected health information private and secure, or to limit the access to and disclosure of such protected health information.

(b) Client acknowledges and agrees that, as an essential part of the Services agreed to hereunder, the Company will receive certain information from Client that may be sensitive, confidential, proprietary, or inclusive of protected health information (the “Client Information”), and that Client is contracting with the Company specifically to assist in the administrative management of the Client Information. Client hereby authorizes the Company to receive, store, and share Client Information to the extent reasonably required for the Company to perform the Services requested by Client. Client retains the right to request the commencement, continuance, or cessation of any specific Service at any time. The Company’s involvement in any specific healthcare matter or any part of any such matter may be curtailed at the discretion of the Client at any time, provided that the Fees may apply to already requested Services.

(c) Client acknowledges and agrees that any communications with the Company (including those involving Client Information) using e-mail, facsimile, the Company’s website, video chat, instant

messaging, landline, web-based cloud, and phone are not guaranteed to be secure or confidential methods of communications. Client expressly waives the Company's obligation to guarantee confidentiality with respect to Client correspondence using such means of communications. Client has the right to choose to avoid any specific form of communication, and the Company will attempt in good faith to reasonably accommodate Client's requested forms of communication. Notwithstanding the foregoing, Client acknowledges and agrees that if Client contacts the Company using any means of communication, Client hereby agrees and consents to the Company using such means of communications in responding to Client.

(d) Client represents and warrants that Client has **not** appointed the Company, or its owners or employees, as either: (i) a person whom Client appoints as a healthcare proxy with authority to make healthcare decisions on Client's behalf (the "Healthcare Proxy"); or (ii) a person to whom Client has given the power of attorney to make financial and business decisions on Client's behalf (the "Power of Attorney"), and that the Company is not responsible to serve in either of those roles. Client is hereby advised to appoint a Healthcare Proxy and a person with Power of Attorney. Without limiting the foregoing, Client and the Company (or the Client and the Company's owners or employees individually) may, at the request of Client, execute such documents requested by any healthcare entity or insurer in order to authorize the Company's representation of Client and access to Client Information (including, without limitation, a CMS Form 1696 and a NY OCA Form 960) in performance of the Services, provided that such documents shall not have the effect of appointing the Company or its owner as Healthcare Proxy or one with Power of Attorney.

6. Limitation of Liability.

(a) By signing this Agreement, Client expressly acknowledges and agrees that the Company has not made any representations outside of those contained in this Agreement, and that Client may not reasonably rely on any such representation. Specifically, Client expressly disclaims and waives any right to or expectation of medical advice, care, or treatment by the Company, or any negligent provision of such. Client acknowledges and agrees that the Company makes no guarantees of any specific outcome of the administrative Services provided by the Company, and of any specific medical outcome that may result in connection with the provision of Services.

(b) Client shall indemnify the Company and hold the Company harmless from and with respect to any loss, liability, cost, claim, lawsuit, injury, action or expense (collectively, "Claims") caused by, or resulting from any of the Services provided hereunder and any breach of this Agreement by Client.

(c) Client hereby releases and discharges the Company from any Claims caused by a delay in responding to Client, any interception of Client Information (electronic or otherwise) by a third party, any unsatisfactory result of the Services that is not due to the Company's gross negligence, fraud or breach, and any misplaced reliance in contravention of the statements acknowledged and agreed to by Client herein.

(d) Client acknowledges and agrees that in the event of any Claims brought by Client against the Company, the maximum total of liability of the Company shall be equal to the aggregate Fees paid by Client to the Company.

7. Term and Termination. This Agreement will commence on the Effective Date listed on the

first page of this Agreement and shall continue until either Party gives the other Party written notice to the other Party of its intent to terminate. Each Party has the right to terminate the Agreement, for any or no reason, with or without cause, at any time. Upon any termination of this Agreement by Client, the Company shall be entitled to the Fees already payable, as set forth in Schedule 2.

8. Severability. If for any reason any provision of this Agreement shall be deemed, by a court or regulatory authority of competent jurisdiction, to be legally invalid or unenforceable in any jurisdiction to which it applies, the validity of the remainder of the Agreement shall not be affected, and that provision shall be deemed modified to the minimum extent necessary to make that provision consistent with applicable law and in its modified form, and that provision shall then be enforceable.

9. Amendment. No amendment of this Agreement shall be binding on a party unless it is made in writing and signed by both parties. Notwithstanding the foregoing, the Company may unilaterally amend this Agreement to the extent required by federal, state, or local laws or regulations (“Applicable Law”), by sending the Client written notice of any such amendment. Any such changes will be incorporated by reference into this Agreement without the need for signature by the parties and will be effective as of the date established by the Company; provided that, if and as requested by Company, Client shall cooperate in confirming any such amendment. Moreover, if Applicable Law requires this Agreement to contain provisions that are not expressly set forth in this Agreement, then, to the extent necessary, such provisions shall be incorporated by reference into this Agreement and shall be deemed a part of this Agreement as though they had been expressly set forth in this Agreement.

10. Assignment. This Agreement, and any rights and obligations Client may have under this Agreement, may not be assigned or transferred by Client. This Agreement may be freely assigned and delegated by the Company upon written notice to Client. In such event, the assignee will be solely responsible for any future duties and obligations under this Agreement. This Agreement shall be enforceable against the Client, and the Client’s heirs, successors, and permitted assigns. Client acknowledges that this Agreement is a legal document and creates certain legal rights and responsibilities. Client acknowledges having had a reasonable time to seek legal advice regarding the Agreement and has either chosen not to do so or has done so and is satisfied with the terms and conditions of the Agreement.

11. Construction of Agreement. This Agreement shall be construed without regard to any presumptions or rules requiring construction against the party drafting the Agreement. Captions in this Agreement are used for convenience only and shall not limit, broaden, or qualify the text of this Agreement.

12. Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes any and all prior oral and written understandings and agreements regarding the subject matter of this Agreement.

13. Jurisdiction. This Agreement shall be governed and construed under the laws of the State of New York and all disputes arising out of this Agreement shall be pursued and settled in the courts in Suffolk County. In the event of any dispute brought by Client against the Company hereunder, in which the Company prevails, the Company shall be entitled to all costs and expenses in connection with such dispute, including reasonable attorneys’ fees.

14. Notice. All written notices will be deemed delivered if sent to the address of the party set forth on

the first page of this Agreement by nationally recognized overnight delivery services, or certified mail, return receipt requested, or by email with return receipt requested, at the email address provided by the receiving Party. Notice shall be deemed given the next day following delivery to a nationally recognized overnight delivery service, or four (4) days after mailing, or upon receipt by email. Any notice of change of address shall be valid only upon receipt.

15. Counterparts. This Agreement may be executed in counterparts, and each such counterpart shall for all purposes be deemed to be an original. All of such counterparts together shall constitute one and the same instrument. The delivery of a signed version of this Agreement by facsimile, e-mail or other electronic method shall constitute valid execution and delivery of this Agreement for all purposes.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, the Company and Client have executed this Agreement as of the day and year as written.

COMPANY: Healthcare Helper Heather, LLC

By: Heather Brown

CLIENT:

Client Name Printed (and Legal Representative and Relationship, if any)

Signature

Date

SCHEDULE 1

Services

The Company offers the following services, each available to Client at Client's option, in accordance with the terms of the Agreement:

New patient coordination

- Help finding local providers
- Schedule appointments
- Manage information transfer
- Document completion

Health insurance coverage interpretation

- Review benefits to clarify covered services
- Investigate and explain insurance coverage options
- Appeal authorization and pre-certification denials

Financial Assistance identification

- Exploring and enrolling in financial assistance programs
- Verifying statement accuracy
- Establishing balance payment plans

Prescription assistance

- Help finding pharmacies with Hard-to-Find or Backordered Medications in stock
- Identify insurance coverage for comparative prescriptions

Companionship and advocacy

- Accompany patient to medical appointments (location dependent)
- Clarify provider instructions
- Facilitate communication between patients, caregivers and providers
- Strategize with Client about ways to improve compliance with healthcare responsibilities

Other administrative services that may be agreed to between Client and Company.

NOTE: The Company keeps regular business hours, and its owner or may from time to time, due to vacations, sick days, and other similar situations, not be available to provide Services. During such times, with reasonable notice to Client, the Company will not be available to receive communications from Client. **Client acknowledges that in the event of an emergency medical need occurring at any time, Client shall call 911 or the nearest emergency room, and follow the directions of emergency personnel.**

SCHEDULE 2

Fees and Payment

For purposes of this Fee Schedule, a Request shall mean one specific task with which Client retains the Company to assist in completing.

Level One

\$125 / month

Up to 5 Requests per month

Level Two

\$225 / month

6-10 Requests per month

Level Three

\$350 / month

Unlimited Requests, subject to availability of the Company

Single Service

\$50 - \$100

One time Request, pricing based on complexity of Request

Three-Month Package

If Client subscribes up-front to three (3) months of Services of any level, Client will be entitled to 10% off the cost of such Services.

Six-Month Package

If Client subscribes up-front to six (6) months of Services of any level, Client will be entitled to 15% off the cost of such Services.

- Due to the time and effort expended by the Company in processing Requests, all Fees are non-refundable, regardless of outcome.
- In the event that this Agreement is terminated by Client at any time, all Fees payable for the remainder of the applicable month, for month-to-month subscribers, or the applicable package, for package subscribers, will remain in effect.
- Fees are due on the first day of the Client's monthly payment period.
- Client is entitled to a \$10 credit for customer referrals upon actual booking by the new customer.
- This Fee Schedule may change from time to time based on the changing policies of the Company or the complexity of Client's Request, with written notice to Client.