



HEALTHCARE NAVIGATORS

Date:

To:

Thank you for selecting Healthcare Navigators. We look forward to working with you. This letter will serve as the terms of agreement between you and Healthcare Navigators and will explain the scope of services that Healthcare Navigators will provide. Our services are predicated on open and honest communication and, therefore, it is encouraged that you ask any questions that you may have about this Letter of Agreement and/or the services we shall provide.

For purposes of this Letter of Agreement, the term “Healthcare Navigators” includes, without limitation, Healthcare Navigators, LLC and each of that entity’s health care professionals, agents, and employees. The term “you” includes, without limitation, you and each of your family members and/or persons who are serving as healthcare decision makers or patient surrogates who may be seeking our services.

SCOPE OF SERVICES

Healthcare Navigators provides informed, committed, and compassionate consultation to individuals and/or their immediate family members, and/or to the person who is serving as the health care decision maker who may be facing a difficult, confusing, or complicated health care event. This includes, but is not limited to, anything perceived as being a health care crisis, the need for establishing advanced care directives, or issues pertaining to the end of life. Please refer to our website for a broader description of our services.

TERM OF AGREEMENT

The relationship between you and Healthcare Navigators as set forth in this Letter of Agreement will begin upon the date that Healthcare Navigators receives a copy of this letter counter-signed by you (referred to as the “Commencement Date”) and will continue until such time as either you or Healthcare Navigators provides a written notice of termination to the other, advising that the relationship between you and Healthcare Navigators will terminate on a date that is not less than 10 days after the date of such notice of termination. Notwithstanding the foregoing, Healthcare Navigators reserves the right to terminate the relationship between you and Healthcare Navigators immediately upon notice in the event that you have failed to pay any invoice for services provided by Healthcare Navigators within 30 days of the date of such invoice.

Upon termination of this Agreement for any reason, you agree to immediately pay to Healthcare Navigators all fees then accrued and owing to Healthcare Navigators as of the date of the termination of the relationship between you and Healthcare Navigators.

DELIVERY OF SERVICES

Throughout the term of your relationship with Healthcare Navigators, Healthcare Navigators can deliver the Services by telephone and/or email. With advance notice and coordination, Healthcare Navigators can be available to travel to home, office, or healthcare facility to provide Services in person. If travel is required, and if travel time surpasses 30 minutes, additional fees may be charged by Healthcare Navigators at a rate that shall be agreed to by both parties.

Healthcare Navigators will use commercially reasonable efforts in performing the Services in a diligent and professional manner. Healthcare Navigators shall be solely responsible for (a) complying with applicable labor and employment laws with respect to any agents and/or employees of Healthcare Navigators, (b) paying all compensation owed to any agents and/or employees of Healthcare Navigators, and (c) withholding and paying all applicable taxes owed with respect to any such compensation and to Healthcare Navigators' fees earned pursuant to this Agreement.

LIMITATION OF SERVICES

It is critical for all parties to acknowledge, understand, and agree that the Services provided by Healthcare Navigators, whether pursuant to this Letter of Agreement or otherwise, are not intended to replace, substitute for, overlap with, contradict, or otherwise qualify the treatment, care, advice and/or services provided to you by any of your physicians, nurses, therapists, or other health care providers. The Services provided by Healthcare Navigators shall not constitute the diagnosis or treatment of any condition, illness, or disease. The Services provided by Healthcare Navigators will not establish a physician-patient, nurse-patient, or therapist-patient relationship with you, your family, or patient whom you represent.

In addition to the foregoing, you acknowledge and further agree that the Services provided to you by Healthcare Navigators, whether pursuant to this Letter of Agreement or otherwise: (a) are solely for the purpose of educating you with respect to possible health care options; (b) do not constitute, and shall not be deemed to constitute, the practice of medicine, nursing, or any other health profession or the provision of any type or nature of health care advice or services; and (c) do not create, and shall not be deemed to create, a therapeutic relationship with you.

Your acceptance, understanding of, and agreement to the limitations on the nature and extent of services provided to you by Healthcare Navigators as set forth above in this section, and generally in this Letter of Agreement, as evidenced by your signature below, is a material condition of this Agreement, and cannot be waived, orally or otherwise.

FEES FOR SERVICE

All Services provided by Healthcare Navigators will be billed on an hourly basis at Healthcare Navigators' then current hourly rates. In consideration for Healthcare Navigators' delivery of Services, the hourly rate payable for Services provided by a licensed medical doctor shall be \$200 per hour. The hourly rates for other providers of the Services, if any, shall be listed on the Rate Schedule attached and incorporated into this Letter of Agreement as Attachment A.

Approximately once each month, Healthcare Navigators will provide you with an invoice summarizing the date and nature of the Services performed, the provider of the Services, and the amount due with respect to such services. All invoices shall be due upon receipt. An interest rate equal to the lesser of (a) 2% per month or (b) the maximum rate allowable under applicable law, may be applied to invoice balances that are not paid within 30 days of the original applicable invoice date.

PRIVACY NOTICE

Healthcare Navigators will treat all information discussed between you and Healthcare Navigators as personal and confidential. Healthcare Navigators will not share or disclose any such information without your express written consent, or unless Healthcare Navigators, in its sole discretion, determines that the disclosure of such information is necessary and appropriate to protect you, other individuals, for matters of public safety, or for reasons otherwise provided for by applicable law. Notwithstanding the foregoing, you agree that information disclosed and/or provided to Healthcare Navigators in the delivery of the Services and/or pursuant to this Letter of Agreement is not covered by the privacy and/or security provisions of the Health Insurance Portability and Accountability Act (HIPAA), and that neither Healthcare Navigators nor any of its health care professionals, agents, and employees are governed by HIPAA provisions with respect to Services provided pursuant to this Letter of Agreement.

MISCELLANEOUS TERMS

This Letter of Agreement, including any exhibits and/or schedules attached hereto, constitutes the entire agreement between you and Healthcare Navigators, and replaces all written and oral agreements made prior to the Commencement Date with respect to the subject matter hereof. The relationship established in accordance with this Letter of Agreement shall not be assignable to either you or Healthcare Navigators without the written consent of the other. You and Healthcare Navigators acknowledge and further agree that each such party's rights and obligations under the Letter of Agreement will bind and inure to the benefit of each such party's respective successors, executors, administrators, and permitted assigns.

The various section titles used in the Letter of Agreement are for convenience only and shall not be deemed to be a substantive part of the agreement between you and Healthcare Navigators. The terms set forth in this Letter of Agreement may be amended only with the written consent of both you and Healthcare Navigators.

Except as set forth below, in the event of any dispute or disagreement between you and Healthcare Navigators with respect to the Services and/or the terms of this Letter of Agreement, you and Healthcare Navigators agree that such dispute or claim shall be settled finally by binding arbitration in Montgomery County, Maryland in accordance with the Commercial Arbitration Rules of the American Arbitration Association, using expedited procedures, if applicable, by one arbitrator appointed by mutual agreement between you and Healthcare Navigators or, in the event no such agreement is reached, then in accordance with said Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall apply Maryland law, without reference to rules of conflicts of law or rules of statutory arbitration, to the resolution of any dispute, and shall issue a simple Award. In the event of any such dispute or disagreement, you and Healthcare Navigators acknowledge and further agree that your damages in such matter shall be limited to the aggregate amount of all fees that you have paid to Healthcare Navigators in accordance with the terms of this Letter of Agreement. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction to compel arbitration in accordance with this paragraph, without breach of this arbitration provision.

Notwithstanding the foregoing, in the event of a dispute or disagreement between you and Healthcare Navigators that concerns your failure, whether actual or alleged, to pay Healthcare Navigators as provided for in this Agreement, Healthcare Navigators may (a) engage legal counsel to collect such amounts due, in which instance you agree to reimburse Healthcare Navigators for the amount of such legal counsel, in addition to the amount due to Healthcare Navigators for Services performed pursuant to this letter of Agreement, or (b) bring such matter before any State or Federal Court of competent jurisdiction and each party hereto does expressly waive any defense such party may have concerning lack of personal jurisdiction with respect to such matter, and further acknowledges and agrees that all costs and expenses, including reasonable attorney's fees, relating to such Court action shall be borne by the non-prevailing party of such matter.

In the event one or more provisions of this Letter of Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from the terms of this Letter of Agreement, (b) the balance of the Letter of Agreement shall be interpreted as if such provision were so excluded, and (c) the balance of the Letter of Agreement shall be enforceable in accordance with its terms.

Thank you for selecting Healthcare Navigators to work with you during what may be a difficult and stressful time. We strive to make this process as informed and stress free as possible. We look forward to working with you and helping you throughout this process

Sincerely,

Healthcare Navigators, LLC

By: _____

James C. Buxbaum, MD, MEd, Manager

READ, UNDERSTOOD AND AGREED:

The terms and conditions of the relationship between Healthcare Navigators and the undersigned are acceptable. I agree to be personally responsible for the payment of fees due to Healthcare Navigators.
