

Private Healthcare Client Services Agreement

This Professional Services Agreement ("Agreement") is made and entered into on _____ [date] (the "Effective Date") by and between _____ ("Client") whose address is _____ and iWill Advocates ("Advocate") with offices located at P.O. Box 8630, Coral Springs, FL 33075 [address]. Client and Advocate are sometimes collectively referred to herein as the "Parties" and individually as a "Party".

1. Services.

Advocate agrees to provide services to assist the Client manage the Client's healthcare. The Advocate will assist the Client in understanding care and treatment options, to facilitate informed decision-making. The Advocate will communicate to the Client how the healthcare system functions and the role of patients, healthcare providers, and payers (third-party insurance, Medicare, Medicaid, etc.) in the system. The Advocate will assist the Client with treatment options, care transitions, treatment compliance, provider collaboration and communication, identification of other community resources, prescription drug costs and coverage, health insurance, and billing issues (the "Services"). In addition, for extra fee, the Advocate will assist the Client manage medical emergencies with healthcare providers and payers.

A "medical emergency" is any need for medical treatment, on an emergency basis, after normal business hours (9:00am to 5:00pm), including emergency room services.

- (a) **Modification of Services.** During the term of the Agreement either Party can request proposed changes to the Services. The pricing will adjust accordingly.
- (b) **Client Information.** In order to provide patient advocacy services, the Client agrees to provide the Advocate with accurate and up-to-date health- and healthcare-related information. The Client may be asked to provide certain personal and personal health information to the Advocate to assist it in providing the Services. By agreeing to the terms of this Agreement, the Client is confirming that Client will provide a complete and accurate account of Client's medical history and conditions including medications to the Advocate. The Advocate will take the necessary precautions required by law to protect the Client's personal information.

2. Fees and Payment.

- (a) **Monthly Fee.** For the Services, the Client will pay the Advocate a fee of \$20.00 per month. *Minimum 3-month subscription. Client may call and cancel anytime thereafter.*
- (b) **Medical Emergency Service Fee.** For medical emergency services, the Client will pay \$10.00 per emergency service.
- (c) **Payment.** The Client will pay the monthly fee on the first of every month. To facilitate payment, the Client agrees to provide a credit card/debit card or ACH information and authorizes the Advocate to charge the card/account for the monthly fee on the first of every month. If the credit card/debit card is declined, the Client agrees to provide a

new card within 48 hours. The Advocate can suspend services until the Client pays the outstanding balance.

3. The Client agrees and acknowledges that the Advocate will use its best ability to provide the Services and resolve any possible billing and/or treatment issues. However, the Client understands and acknowledges that the Advocate cannot guarantee any specific result, either in resolving a billing issue or that a treatment will be successful. The Client also agrees that the Advocate is not guaranteeing any results and that the Advocate has not made any promises or guarantees or warranties related to the results of any treatment, resolution of any billing issues, insurance coverage issues or any representations concerning the Services.
4. Disclaimer. The Client acknowledges that the Advocate is not providing any medical advice or medical treatment. In addition, the Advocate is not providing any legal advice or legal work. The Advocate provides administrative, informational and referral type services, through its patient care advocates. The Advocate does NOT give medical advice or provide medical or nursing treatment, testing, diagnoses, prescriptions, prognoses, hands-on clinical care, or any healthcare directives. It is not health insurance, direct primary care, or concierge medicine. All of your medical and nursing treatment will be provided by your own independent healthcare practitioners and not by the Advocate or its employees. Patient care advocates are committed to helping clients and client communities make informed choices and access resources. The Advocate will not prescribe specific treatment, provide medical diagnosis, or perform hands-on clinical care of any type, even if they possess clinical credentials. Furthermore, the Advocate may assist clients in organizing and managing their health and billing records and may provide relevant information and materials for informational and education purposes. Such information and/or materials are not intended to serve as professional medical advice, diagnosis or treatment and should not serve as a substitute for the advice of a physician. Patient care advocates will guide and assist clients in medical decision-making but at no time will make decisions about health or medical care or payment for medical services on their behalf. The Advocate's services are not a substitute for professional medical treatment. Clients should always seek the advice of their physicians or other qualified medical and/or other health care providers regarding medical conditions.
5. By signing this Agreement, the Client agrees that you the Client is voluntarily and unequivocally waiving any claim against iWill Advocates related to any diagnosis, treatment, or illness. The Client accepts all risk to the Client's health, including injury or death, and Client hereby releases iWill Advocates, on your behalf and on behalf of your personal representatives, estate, heirs, next of kin, and assigns, from any and all costs, claims, causes of action and damages arising from any and all illness or injury to the Client's person, including death, that may result from or occur as a result of any treatment received by healthcare providers.
6. The Client understand that any healthcare decisions and actions the Client may make while using iWill Advocate's Services are undertaken by Client's own free will. The Client acknowledges that Client has read the above release and waiver of liability, and fully understand its contents and voluntarily agree to the terms and conditions stated.

7. YOU, THE CLIENT, ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTOOD IT TO BE A FULL AND FINAL RELEASE OF ALL COSTS, CLAIMS, CAUSES OF ACTION AND DAMAGES OF ANY KIND ARISING FROM OR IN CONNECTION WITH IWILL ADVOCATE'S SERVICES.

8. Confidentiality.

(a) **Confidential Information.** iWill Advocates will abide by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Under HIPAA, we are required to:

- * Maintain the privacy of protected health information
- * Give you this notice of our legal duties and privacy practices regarding health information about you
- * Notify affected individuals following a breach of unsecured protected information
- * Follow the terms of our notice that is currently in effect

(b) HOW WE MAY USE AND DISCLOSE HEALTH INFORMATION:

The following describes the ways we may use and disclose health information that identifies you ("Health Information"). Except for the purposes described below, we will use and disclose Health Information only with your written permission. You may revoke such permission at any time by writing to our practice Privacy Officer.

For Treatment. We may use and disclose Health Information to provide patient care advocacy to you with regard to treatment-related health care services. For example, we may disclose Health Information to doctors, nurses, technicians, or other personnel, including people outside our office, who are involved in your medical care and need the information to provide you with medical care.

For Payment. We may use and disclose Health Information so that we or others may bill and receive payment from you, an insurance company or a third party for the treatment and services you received. For example, we may give your health plan information about you so that they will pay for your treatment.

For Health Care Operations. We may use and disclose Health Information for health care operations purposes. These uses and disclosures are necessary to make sure that our clients receive quality care and to operate and manage our office. For example, we may use and disclose information to evaluate and improve your care and/or to help us decide what additional services we should offer our clients.

Appointment Reminders, Treatment Alternatives and Health Related Benefits and Services. We may use and disclose Health Information to contact you to remind you that you have an appointment with a provider. We also may use and disclose Health Information to tell you about treatment alternatives or health-related benefits and services that may be of interest to you.

Research. Under certain circumstances, we may use and disclose Health Information for research purposes.

SPECIAL SITUATIONS:

As Required by Law. We will disclose Health Information when required to do so by international, federal, state or local law.

To Avert a Serious Threat to Health or Safety. We may use and disclose Health Information when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Disclosures, however, will be made only to someone who may be able to help prevent the threat.

Business Associates. We may disclose Health Information to our business associates that perform functions on our behalf or provide us with services if the information is necessary for such functions or services. All of our business associates are obligated to protect the privacy of your information and are not allowed to use or disclose any information other than as specified in our contract.

Organ and Tissue Donation. If you are an organ donor, we may use or release Health Information to organizations that handle organ procurement or other entities engaged in procurement, banking or transportation of organs, eyes or tissues to facilitate organ, eye or tissue donation and transplantation.

Military and Veterans. If you are a member of the armed forces, we may release Health Information as required by military command authorities.

Workers' Compensation. We may release Health Information for workers' compensation or similar programs. These programs provide benefits for work-related injuries or illness.

Public Health Risks. We may disclose Health Information for public health activities. These activities generally include disclosures to prevent or control disease, injury or disability; report births and deaths; report child abuse or neglect; report reactions to medications or problems with products; notify people of recalls of products they may be using; a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition; and the appropriate government authority if we believe a client has been the victim of abuse, neglect or domestic violence. We will only make this disclosure if you agree or when required or authorized by law.

Health Oversight Activities. We may disclose Health Information to a health oversight agency for activities authorized by law. These oversight activities include, for example, audits, investigations, inspections, and licensure.

Data Breach Notification Purposes. We may use or disclose your Protected Health Information to provide legally required notices of unauthorized access to or disclosure of your health information.

Lawsuits and Disputes. If you are involved in a lawsuit or a dispute, we may disclose Health Information in response to a court or administrative order. We also may disclose Health Information in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

Law Enforcement. We may release Health Information if asked by a law enforcement official if the information is: (1) in response to a court order, subpoena, warrant, summons or similar process; (2) limited information to identify or locate a suspect, fugitive, material witness, or missing person; (3) about the victim of a crime even if, under certain very limited circumstances, we are unable to obtain the person's agreement; (4) about a death we believe may be the result of criminal conduct; (5) about criminal conduct on our premises; and (6) in an emergency to report a crime, the location of the crime or victims, or the identity, description or location of the person who committed the crime.

Coroners, Medical Examiners and Funeral Directors. We may release Health Information to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death. We also may release Health Information to funeral directors as necessary for their duties.

National Security and Intelligence Activities. We may release Health Information to authorized federal officials for intelligence, counter-intelligence, and other national security activities authorized by law.

9. Indemnification. Each party (the "Indemnifying Party") will indemnify, defend, and hold the other party, its officers, directors, employees, and/or shareholders, harmless from and against any and all damages (whether ordinary, direct, indirect, incidental, special, consequential, or exemplary), judgments, liabilities, fines, penalties, losses, claims, actions, demands, lawsuits, costs, and expenses including, without limitation, reasonable attorney's fees, which arise out of or relate to any material breach of this Agreement by the Indemnifying Party or its employees or agents, or from any acts or omissions of negligence, willful misconduct, or fraud of the Indemnifying Party or its employees or agents, including, but not limited to, third party claims and claims for property damage or personal injury to the other Party's Personnel ("Personnel" defined as such Party's employees, servants and agents, independent contractors and subcontractors). The Indemnifying Party's liability under this Section shall be reduced proportionally to the extent that any act or omission of the other Party or its employees or agents contributed to such liability. The Indemnifying Party's obligations hereunder are subject to being provided with prompt written notice of the event giving rise to an indemnity obligation, providing reasonable cooperation and assistance in the defense or settlement of any claim, and granting the Indemnifying Party control over the defense and settlement of the same.

10. Term. This Agreement will commence as of the Effective Date and shall continue in full force and effect until the agreement is terminated in accordance with the provisions of this Agreement.

11. Termination.

- (a) **Termination for Breach.** Either Party may terminate this Agreement at any time with a 15-day written notice.

12. Independent Contractor Status. With respect to any Services provided under this Agreement, Advocate and its employees, personnel, and permitted contractors are independent contractors and not employees of the Client. Any persons provided by Advocate to perform the Services shall receive compensation and all benefits to which they may be entitled from Advocate, and are not eligible during such assignment for any benefits provided to employees of Client. The Parties recognize and agree that any person performing Services under this Agreement, whether at Client's location or elsewhere, shall not be considered Client employees for any purpose whatsoever. Advocate will be responsible for any applicable payment of any salary, benefits, incentives, and will make all appropriate tax, social security, Medicare and other withholdings deductions and payments, and all appropriate unemployment tax payments, in connection with all persons that provide Services hereunder. Advocate agrees to indemnify, defend and hold Client harmless for, from and against any and all claims, actions, demands, losses, causes of action, liabilities, damages, fees, costs expenses (including reasonable attorney's fees) arising from Advocate's failure to comply with the provisions in this Section.

Neither Party shall have any right or authority to make any contract, sale or other agreement in the name of or for the account of the other Party, or to make any representation, or to assume, create or incur any obligation or liability of any kind, express or implied, on behalf of the other Party. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents.

13. Force Majeure. Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, pandemics, epidemics, local disease outbreaks, public health emergencies, communicable diseases, quarantines, acts of God, in addition to any and all events, regardless of their dissimilarity to the foregoing, beyond the reasonable control of the Party deemed to render performance of the Agreement impracticable or impossible, for so long as such force majeure event is in effect.

14. Governing Law and Venue. This Agreement will be governed by and interpreted in accordance with the laws of the State of Florida, without giving effect to the principles of conflicts of law of such state. The Parties hereby agree that any action arising out of this Agreement will be brought solely in any state or federal court located in Broward County, Florida. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court.

15. Severability. If any provision or portion of this Agreement shall be rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

16. Survival. Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, shall so survive regardless of the cause and even if resulting from the material breach of either Party to this Agreement.

17. Rights Cumulative. The rights and remedies of the Parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

19. Notices. All notices or other communications required under this Agreement shall be in writing and shall be deemed effective when received and made in writing by either (i) hand delivery, (ii) registered mail, (iii) certified mail, return receipt requested, or (iv) overnight mail, addressed to the Party to be notified at the following address or to such other address as such Party shall specify by like notice hereunder:

Client:

Email: _____

Address: _____

Advocate:

Contact: Deborah Clatsoff

iWill Advocates

Address: P.O. Box 8630, Coral Springs, FL 33075

Email: info@iwilladvocates.com

Phone: 1-866-275-2326

20. Waiver. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.

21. Assignment; Third Party Beneficiaries. Neither Party may assign or transfer any right or obligation under this Agreement without the prior written consent of the other Party, which consent shall be unreasonably withheld or delayed. Notwithstanding the foregoing, consent will not be required for an assignment made to any affiliated entity of a Party or if the

assignment is carried out as part of a merger, restructuring or reorganization, or sale or transfer of all or substantially all of a Party's assets. There are no third party beneficiaries to this Agreement.

22. Entire Agreement; Modification. This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic or otherwise. No change, modification, amendment, or addition of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties.

In witness whereof, the Parties hereto have executed this Professional Services Agreement on the date set forth below.

CLIENT

By: _____
Name:
Title:
Date:

ADVOCATE

By:
Name:
Title:
Date: