

Geriatrics Planning & Solutions, Inc

Arun S. Rao, MD

153 Valmore Court

Pennington, NJ 08534

+1 (267) 567-2138

SERVICE AGREEMENT

This Service Agreement ("**Agreement**") is dated as of the date this Agreement is fully executed, and is by and between Geriatrics Planning & Solutions, Inc. ("**GPS**"), a New Jersey corporation with offices at 153 Valmore Court, Pennington, NJ 08535, and _____ ("**Patient**") and, if applicable, _____ ("**Legal Representative**"), for the care of Patient.

GPS and its staff specialize in internal medicine and geriatrics, and deliver care in the Patient's residence. In exchange for fees paid by you, GPS agrees to provide the Patient with Services described on the terms and conditions set forth in this agreement. Your physician is Arun S. Rao, MD ("**Physician**").

1. Definitions:

- **Patient:** the above-named person who is the recipient of Services
- **Legal Representative:** the above-named person who has legal responsibility to coordinate services and make payments on behalf of the Patient who, due to incapacity or illness, is not able to handle these affairs.
- **Health Care Proxy:** the person who has legal authority to make medical decisions on behalf of Patient in the event of Patient's incapacity is _____.
- **Services:** medical and non-medical services that the Physician is permitted to perform under the laws of New Jersey and Pennsylvania which are necessary to direct overall care as specifically set forth in the Services List. GPS can help with ordering labs, x-rays, durable medical equipment (DME), and referring to home-based services that could include, but are not limited to, therapy, home aides, home nursing, or hospice. However, Services and pricing do not include the costs of such third-party services, including emergency care services, surgical services, radiology, or laboratory work.

2. Non-participation in Insurance or other Medical Coverage: Patient acknowledges that this Agreement is not an insurance plan nor a substitute or replacement for health insurance. It will not cover hospitalization or services not provided by GPS and the Physician. Patient acknowledges the Physician has advised Patient to obtain or keep in full force such health insurance plans that would cover Patient's general healthcare costs. Patient also acknowledges that (i) the Services provided pursuant to this Agreement are not covered by insurance, Medicare, Medicaid and/or any other third-party payor; and (ii) GPS and Physician do not participate in any health insurance or HMO plan, and have opted out of Medicare. If Patient is eligible for Medicare, or during the term of this Agreement becomes eligible for Medicare, then Patient acknowledges that Physician has opted out of Medicare and, as a result, Medicare cannot be billed for services performed for the Patient by Physician. Patient (and Patient's representatives) shall not bill Medicare or attempt reimbursement for any such services.

Initial

3. Services; Fees & Payment:

GPS offers those Services as outlined in its Services List, as updated from time to time, together with the applicable pricing. Patient and GPS shall select the appropriate Services for Patient on a Service Order, such as the one attached hereto as Exhibit A. Each Service Order shall be signed by the parties, and any changes to a Service Order shall be signed by the parties.

Payment is due before or at the time of the visit. Payments for monthly retained services are due on the 1st of each month. Payments shall be made via check (payable to Geriatrics Planning & Solutions, Inc.), cash, or electronic transfer (Zelle).

4. Additional Terms:

- **Cancellation/Rescheduling Policy:** Patient shall provide at least forty-eight (48) hours' prior notice of cancellation or rescheduling of appointments.
- **Telehealth Disclaimer:** Patient understands that diagnosis and treatment by telephone is limited in accuracy because of the absence of a physical exam. This is not to be used as a substitute for a face to face evaluation.
- **Physician Access:** Patient understands that while the Physician is accessible 24 hours per day, 7 days per week, there may be times when Physician could be occupied with other commitments. Phone calls and emails will be returned to the best of Physician's ability by the end of the next business day at the latest. Patient understands and acknowledges that Physician may not be available from time to time, and may designate, on a temporary basis, a qualified covering

physician or other licensed medical professional who will be permitted access to Patient's medical records and attend to Patient's care.

- **Outside Services Indemnification:** From time to time, Physician will make recommendations for services and/or providers from outside entities. Patient, and Patient's heirs, executors, administrators and assigns shall hold GPS, its shareholders, directors, officers, employees and contractors, including Physician and any designated covering medical personnel, harmless from and against all claims, damages, suits, charges, liabilities, costs, and expenses (including legal fees and expenses) arising as a result of negligent, intentional, or other acts or failures to act of these third party service providers, contractors or facilities.

5. Termination: Unless earlier terminated pursuant to this Paragraph, the initial term of the agreement shall be for one year, commencing on the effective date. The Agreement shall be automatically renewed for successive one-year periods. Either party may decline to renew by notifying the other party in writing at least fourteen (14) days prior to the end of the one-year term. This Agreement may also be terminated as follows:

- a) Either party may terminate this Agreement by submitting a written notification of such termination to the other party fourteen (14) days prior to the date of termination.
- b) GPS may terminate this Agreement if Patient has an outstanding balance which is not paid within ten (10) days of request of such payment.
- c) This Agreement automatically terminates upon the death of the Patient.
- d) GPS shall invoice Patient for all services performed up to the date of termination, and such invoice shall be payable upon presentation. Any fees paid up until the date of termination shall be non-refundable.

This Agreement, together with the related signed Service Orders, contains the entire between the parties and supersedes all prior oral and written understandings and agreements regarding the subject matter of this Agreement. This Agreement may be amended only in writing and signed by the parties hereto.

Patient's Name: _____

Patient's Date of Birth: _____

Patient's Signature: _____

Date: _____

I, _____, am the Legal Representative for _____ . By signing this Agreement as Patient's Legal Representative, I represent that I have legal authority to execute this Agreement on Patient's behalf and bind Patient to its terms and conditions. If it is determined that I

do not have such authority, I agree to be personally responsible and guarantee all obligations of the Patient, including payment for any Services provided to the Patient under this Agreement.

Legal Representative's Name (if applicable): _____

Legal Representative's Authority: _____ (e.g., guardian, POA)

Legal Representative's Signature: _____

Date: _____

Name of GPS Physician: _____

Signature of GPS Physician: _____

Date: _____

Service Order

This Service Order is signed as of the date below between Patient and Geriatrics Planning & Solutions, Inc. ("GPS") and is subject to the terms of the Services Agreement between the parties. Details of the Services are provided on the current Services List.

Patient, upon consultation with GPS, elects the following Service(s):

	Service	Price
	Initial Consultation	
	Ad Hoc Follow-Up Visit	
	Monthly Retainer Service*	
	Skilled Nursing or Assisted Living Facility Health Education/Advocacy **	
	Medical Capacity Evaluation	
	Pre-facility Entrance Evaluation**	
	Crisis Intervention	
	Travel Fee	
	Fee for Forms	
	<i>Total</i>	

*Monthly Retainer Services Terms: For monthly retainers, the term of such services is month-to-month. Payments are due on the 1st of each month. Monthly Retainer Services may be terminated with notice to GPS. Monthly Retainer Services amounts already paid will not be refunded or pro rated.

** For Patients in assisted living facilities, nursing facilities, or who are hospitalized, GPS services are limited to that of health advocate/educator; to provide caregivers with information needed to understand the situations, and help with communication among the care teams and providers. GPS will not be the physician of record or provide direct care, order prescriptions or medical tests/procedures/treatments for such situations.

Date: _____

Patient: _____

Patient/Legal Representative: _____

Geriatrics Planning & Solutions, Inc. _____

By: Arun S. Rao, MD