

PATIENT SERVICES AGREEMENT

(Disability Benefits Questionnaire Evaluation)

This patient services agreement is between TP-HEALTH, INCORPORATED, TP-HEALTH CA PC AND TP-HEALTH TX PC, ("**Company**"), and _____, an individual ("**Veteran**").

Veteran desires to obtain from Company certain services supporting Veteran's own effort to obtain reevaluation of his or her disability rating, and Company agrees to provide services to Veteran, according to the terms of this agreement. Accordingly, Veteran remains solely responsible for making all of his or her own decisions and filings regarding veteran claims matters.

The parties agree as follows:

1. **Medical Review Services.** In consideration of the fee set forth in this agreement, Company agrees to provide Veteran certain services ("**Services**") including access to medical providers independent of the VA in order to complete their DBQ's. Company does not file claims on behalf of clients nor assist with the presentation, production, or prosecution of claims.

2. **Medical Review Fee.** Veteran agrees to pay Company \$400 for a psychiatric DBQ. Additionally, Veteran agrees to pay company \$450 for medical DBQ's. The medical DBQ fee includes up to 3 DBQ's. Additional DBQ's (four or more) will be charged at \$100 per additional Disability Rating questionnaire (the "**Evaluation Fee**"). Opinion letters will be charged at \$75 per opinion. Please note, mental and medical services are treated as two separate services as it requires two separate providers, a psychiatric and an internal medicine/family medicine provider respectively. Veteran shall pay Company before scheduling an appointment. The Evaluation Fee is not contingent upon the result of the Claims Process. As a courtesy to others and the providers, Company requires a 24-hour cancellation notice if Veteran is unable to attend the scheduled appointment. Veteran must notify Company of any cancellation at least 24 hours in advance. Failure to give such advanced notice will result in paying an additional Evaluation Fee for any new evaluation appointment and no fee will be refunded. With such advanced notice, Veteran may reschedule such appointment at the mutual agreement between Company and Veteran. The Evaluation Fee is nonrefundable.

3. **Relationship of the Parties.** Company does not represent Veteran and has no authority for or over Veteran in any capacity, including with respect to the VA, the Claims Process, or any related benefit. Company is not in any way responsible for finalizing, approving, or filing Veteran's VA claim or any paperwork associated therewith, or for communicating in any fashion with the VA on Veteran's behalf. The Services are not and may not be construed as assistance with or representation as to the filing of Veteran's VA claim, Disability Rating, or any benefit entitlement. Veteran understands and acknowledges that Company's knowledge is comprised of publicly available information, which may be equally available to Veteran.

4. **General Provisions.**

4.1 **No Waiver.** A waiver by either party of any of the terms and conditions of this agreement in any instances shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof, or of any other term and condition of the agreement.

4.2 **Notice.** Any notice, request, demand or other communication permitted to be given hereunder shall be in writing and shall be deemed to be duly given when personally delivered to said person, if party is an individual, or if an entity, an executive officer of the notified party, as the case may be, or when deposited in the United States mails, by certified or registered mail, return receipt requested, postage prepaid, at the respective addresses of each party as described below. A party may change, by written notice transmitted in the manner prescribed above, the address to which notices are to be sent.

Company:
110 S Gordon St
Alvin, TX 77511-2333

Veteran:

4.3 **Indemnification.** Each party shall defend, indemnify and hold harmless the other party, including affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all claims of third parties, and all associated losses, to the extent arising out of (a) a party's gross negligence or willful misconduct in performing any of its obligations under this agreement, or (b) a material breach by a party of any of its representations, warranties, covenants or agreements under this agreement.

4.4 **Mediation.** If a dispute arises from or relates to this agreement or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation.

4.5 **Governing Law.** This agreement shall be construed, interpreted, and enforced in accordance with the laws of the state of Texas.

4.6 **Venue.** The parties agree that all disputes related to this agreement shall be resolved exclusively in Texas in Harris County.

4.7 **Copies and Counterparts.** This agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same document. If any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation on the party executing the same (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

4.8 **Entire Agreement.** This agreement embodies the entire agreement of the parties relating to the subject matter hereof.

4.9 **Effective Date.** This agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

Each party is signing this agreement on the date stated adjacent to that party's signature

Company:

TP-HEALTH, INCORPORATED/TP HEALTH CA
PC/TP HEALTH TX PC

By: _____

Name: _____

Title: _____

Date: _____

Veteran:

Date: _____