**HOME CARE SERVICES AGREEMENT**

This Home Care Services Agreement ("Agreement") defines the terms and conditions under which

**Care Bearz** ("Agency") will provide services to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_("Client"). By

Client's or Client's Representative's signature at the bottom of this agreement and/or receipt of services, whichever is first, Client agrees to the terms and conditions in this Agreement.

1. **Term of Agreement.** The duration of this Agreement shall commence on the first day on which Client gets any Service from Agency (the "Effective Date") and shall continue as necessary until either party, following this Agreement, terminates it. The care and services indicated in the client's plan of care ("Services") will be provided by the Agency to the client. The Client shall specify in a separate addition to this Agreement one or more of the following as the Services to be rendered to Client.

o Companion

o Nursing

o Home Health Aide

o Personal Care Aide

o RN Supervision

o Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Services will be rendered by independent contractors, such as companions home health aides, certified nurse assistants, private duty nurses, or other workers (each a "Contractor" and, collectively, "Contractors"), who are recommended to the Client for interviewing and hiring. The location (or "Location") of the services will be the client's home or another location agreed upon by the client and the contractor(s).

1. **Scheduling and Service Changes.** Services will be provided for the hours and days requested by the Client and following the terms of this Agreement. The client will schedule the Contractor’s hours of care, as needed. The Agency will be notified of the work hours, for purposes of invoice processing, by the Contractor. Changes to the Services may be started by the Client or his or her representative by calling the Contractor or the Agency or by sending a written message. Any change envisioned by this Section 4 will require two (2) calendar days' notice in advance. Changes to the Services may necessitate adjusting prices and invoices. Any such modifications to the Services and fees must be communicated to the Client in writing. Depending on the preferred means of contact by the Client, the Agency may send the Client a text message or email with a written notice about billing and services. Acceptance of new or additional services by the client will be taken to mean acceptance of new or different service fees and consent to pay for such new or different services.
2. **Fees for Services.** The agency will charge the following rates for Services ("Fees"):

**Service Type A: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Hourly Rate for Weekend Services: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per patient

Hourly Rate for Weekday Services: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per patient

Live-In Services Rate: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per day

Travel Charges: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Nurse Assessments: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mutual Case: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per case (assuming two patients)

Live-in services are those that are provided for 24 hours at a flat "day rate." Contractors will be paid for 13 hours of Services for each live-in shift, assuming the Contractor will receive at least eight (8) hours of sleep time and three (3) hours for meals. During live-in shifts, all food is to be provided to the Contractor by the Client. To ensure Client safety, the Agency may require that Clients who need active care all hours of the day move to Hourly Care instead of Live-in care as Contractors should not be working more than 13 hours for each 24-hour live-in shift.

Travel charges will be assessed at the full Hourly Rate for Services, as applicable, where unusually long travel is required, when Contractors are traveling on Client's behalf, or when Contractors are transporting

Client. Should a Contractor provide Services at a location other than the Location (e.g., a hospital, rehabilitation facility, or a relative's home), the Client agrees to pay for the cost of the Contractor to travel to such location. Contractors will be reimbursed for any tolls and $.60/mile or the cost of reasonable public transportation. Client agrees to reimburse Agency for all such Contractor's tolls, mileage, or reasonable public transportation costs. A flat rate will be charged to the Client per day to cover any travel charges that may be incurred by the Agency. Any travel costs that exceed the flat rate will be an additional travel charge that the Client agrees to pay for.

"Nurse Assessment" refers to an assessment by a nursing employee of the Agency to determine the health status of the Client. Additional Nurse Assessments will be conducted every six (6) months or after a significant change in the Client's condition or as needed. By executing this Agreement, Client agrees to pay the Nurse Assessment fee that is conducted during the ordinary 6-month cycle and upon changes in Client's condition. The Client authorizes the Agency to do nurse assessments as seen fit by the Clinical Manager to assess the needs of the client.

"Mutual Cases" refer to any case where the Contractor is providing services to two individuals in the home for the full or majority of the duration of a single shift. Typically, mutual cases involve spouses, but they can involve other relatives or non-relatives. If the Contractor is required to provide services such as meal preparation, housekeeping, errands, and personal care to more than one Client for the full or majority of the time, the Company may determine the case to be a Mutual Case and the Client will be charged accordingly. Charges for services are periodically reviewed, however, any increases will require at least a two-week written notice before the start date of the new or increased charges for services. Accepting the Services at the revised rates constitutes consent to pay the revised Services prices.

1. **Sleep Time and Contractors.** Contractors who work shifts of 24 hours or more and who do not live on the premises of the Client must receive adequate sleeping facilities each shift. "Adequate sleeping facilities" will be provided if Contractor has basic sleeping amenities, such as a bed and linens, reasonable standards of comfort, and basic bathroom and kitchen facilities. The contractor will receive at least 8 hours of sleep on each shift of 24 hours or more, and five (5) of such eight (8) hours of sleep must be consecutive and uninterrupted. Sleep is interrupted when a Client calls the Contractor to duty. If Client needs Contractor's assistance during the Contractor's regularly scheduled sleep time and, thus, Contractor renders Services to Client, Client agrees to pay for such work time at the above Hourly Rate for Weekend or Weekday Services, as applicable. The contractor will notify Agency how long each interruption to sleep occurred and the Client will be charged for a corresponding amount of time, at the applicable hourly rates. However, to the extent Contractor is unable to receive at least 5 hours of uninterrupted sleep during a single shift due to Client's call to duty, Client agrees to pay for 8 hours of Services at the Hourly Rate for Weekend or Weekday Services, as applicable.
2. **Paying for Services.** Any payments that are made concerning the provision of the Services are the sole responsibility of the Client. Direct debit by EFT from the client's bank account is advised by our agency. For a fee, you can also use Visa, MasterCard, Discover, and American Express, or you can pay by check. On the date of the invoice, the agency will debit the client's bank account or credit card. Each week, the Agency will email the Client written invoices for the Services ("Invoices").

 By signing this Agreement, the Client authorizes the Agency to automatically charge, weekly, the Client's credit/debit card or bank account for Service Fees.

**Credit Card or Debit Card Type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name (as it appears on the card): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Card Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Security Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Expiration Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Billing Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Electronic Funds Transfer (EFT) Information**

**Bank Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name on the Bank Account: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Routing Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank Account Number:

**Back-Up Payment Credit Card Type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name (as it appears on the card): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Card Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Security Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Expiration Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Billing Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Invoices for Services are considered past due 30 days from the date on the Invoice. Interest will be charged at twelve (12) percent on account balances that are unpaid after 30 days. Client agrees to pay all collection costs, including attorneys' fees incurred in the collection if the balance on an account is not paid within thirty (30) days. The agency reserves the right to discontinue providing Services until any outstanding Invoice is paid in full, including any additional charges and accrued interest.

 Contractors are not permitted to accept payment on behalf of the Agency.

 The client will contact Agency to change the Client's method of payment.

The agency will not seek reimbursement or payment for Services from any third-party payer. If Client desires to receive any reimbursement for Services from any third-party payer, Client will have to seek reimbursement for Services from the third-party payer to the extent Services are covered by any third-party payer. The client will retain any reimbursement provided by a third-party payer since the Client will have already paid Agency for Services Fees. In certain situations, Agency may provide services and supporting documents to work with Long Term Care Insurance companies. There may be a fee for such administrative work.

1. **Contractor’s and Client's Responsibilities.** As may be agreed upon by the Contractor and the Client, the Contractor shall provide the Services. Because the Contractor is an independent contractor, the Client must specify the tasks that must be carried out for them by the Contractor. To make withdrawals, activate, or go shopping, the Client will not offer the Contractor a check, credit card, or bank card (ATM, LINK, debit, etc.). Likewise, the Client won't divulge to the Contractor any private financial information. Any exceptions to these rules must be communicated in writing by the Agency. All valuables will be taken out by the client and safely stored somewhere secure and locked. Client releases Agency from any liability or obligation arising from the unauthorized provision of cash or other items paid or given to Contractors. The client will not be released from the Client's obligation to pay Fees for Services as a result of any unauthorized provision of cash or other items paid or given to Contractors.

 Regardless of the reasons or circumstances for the Contractor's termination of the contract with the Agency, Client undertakes that it will not directly employ the Contractor at any time during one year beginning on the day that Contractor's contract with Agency terminates. Client acknowledges that doing so will prompt Contractor to end his or her engagement with the agency. Client, therefore, agrees to pay Agency a sum of $10,000 if Client disobeys this clause of the agreement.

1. **Insurances.** The client agrees to maintain homeowner's insurance as well as any additional coverage that may be necessary to protect against the contractor's negligence. All Contractors suggested to the Client are required to carry general liability insurance because they are all independent contractors. The agency has insurance coverage for worker's compensation, crime, liability, errors and omissions, and other risks to protect both itself and some client services.
2. **Background Checks.** The agency will conduct a full background check, to the extent permitted by Federal, state, and local laws, on all Contractors retained to provide Services under this Agreement. Client acknowledges and agrees that this Agreement by Agency to conduct background checks may serve as a defense to any negligent hiring or negligent retention lawsuit brought by or on behalf of Client.
3. **Supplies and Equipment.** All materials (such as cleaning supplies and personal care items like latex gloves required for the safe performance of any type of personal care) and equipment that may be required for the provision of Services are the responsibility of the Client. If Agency pays for supplies or equipment on the client's behalf, the cost of that purchase will be included in the fees on the invoice. Additionally, contractors are in charge of providing any tools required for the job.
4. **Cancellation or Suspension or Termination of Services.**

The Client may cancel a scheduled shift but, to the extent, a Contractor arrives for the work on the scheduled day and no work is available for the Contractor, the Client agrees to pay the Contractor for at least 4 hours of pay at the time the cancellation occurred. The agency may suspend Services immediately if Fees are in arrears by two (2) weeks unless suspending the Services would create a threat of immediate harm or danger to the Client. The agency will determine in its reasonable discretion whether there is a threat of immediate harm or danger. If suspending Services would create an immediate threat of harm or danger to Client, Agency may suspend Services upon five (5) calendar days prior notice to you.

Either Client or Agency may terminate this Agreement upon seven days prior written notice to the other party for any reason. Should the Agency terminate the Agreement, Client is solely responsible for arranging replacement services upon notice of termination of this Agreement, Client assumes all the risks of such replacement services or the inability to secure replacement services. Upon the termination of this Agreement, a discharge plan and summary will be provided to the Client. The discharge plan will include (a) documentation of discharge planning preparation; (b) notification to the Client's authorized practitioner of the discharge; (c) reasons for discharge and date of discharge; (d) summary of care provided according to this Agreement and progress of the Client, if any; (e) Client's status/condition upon discharge, including a description of any remaining needs for patient care and supportive services; (f) Client or family ability to self-manage concerning any remaining problems; and (g) recommendations and referral for any follow-up care, if needed.

1. **Dispute Resolution.** Agency and Client hereby agree to submit to binding arbitration under the Consumer Arbitration Rules of the American Arbitration Association ("AAA") in the event of a dispute, claim, or controversy arising out of or under the terms or provisions of this Agreement, including the determination of the scope or applicability of this agreement to arbitrate. The AAA's National Roster of Arbitrators will be used to select a neutral arbitrator, whose fees and payments will be determined following the AAA's Rules.

Judgment on an Award rendered by the neutral arbitrator may be entered in any court having jurisdiction. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

1. **Severability.** Agency and Client hereby agree to submit to binding arbitration under the Consumer Arbitration Rules of the American Arbitration Association ("AAA") in the event of a dispute, claim, or controversy arising out of or under the terms or provisions of this Agreement, including the determination of the scope or applicability of this agreement to arbitrate. The AAA's National Roster of Arbitrators will be used to select a neutral arbitrator, whose fees and payments will be determined following the AAA's Rules.
2. **Notices and Waivers.** All written notices required to be provided by either party to this Agreement may be provided via text messages, email, written notice by hand-delivery or regular mail, or fax. For purposes of this Agreement, notice will be deemed provided when it is sent (in the case of text messages or email) or when it is received (in the cases of written notice that is provided by hand-delivery or regular mail or fax). Notices that are not required to be in writing may be provided in writing or by telephone. A notice provided by telephone will be deemed received when Agency relays the message to the Client or his/her designated representative. The agency will document internally when notice by telephone is provided to Clients.

The waiver by the Agency of a breach of any provision of this Agreement by Client shall not operate or be construed as a waiver of any subsequent or continuing breach of this Agreement by Client.

1. **Entire Agreement.** This Agreement, including any Addendum or Schedule attached hereto, constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes and replaces all prior oral or written representations or agreements.

 By signing this Agreement, Client hereby consents to receive the Services following the terms and conditions in this Agreement.

[SIGNATURES ON SEPARATE PAGE]

Client's or Client's Representative

Signature Date

Print the Client Representative's Name (if applicable)

Client Representative's Relationship to Client (if applicable)

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| Agency Representative Signature  | Date  |

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Agency Representative Title