

HOME CARE SERVICES AGREEMENT

This Home Care Services Agreement ("Agreement") sets forth the terms and conditions under which **LifeWorx** ("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 term of this Agreement will start on the first day that Client receives any Service from Agency (the "Effective Date") and will continue on an as-needed basis until the Agreement is terminated by either party, as provided in this Agreement.

2. **Services Provided.** Agency will provide to Client the services and care outlined in Client's Plan of Care ("Services"). The Services to be provided to the Client will be one or more of the following, as identified by the Client in a separate addendum to this Agreement.

- Companion
- Nursing
- Home Health Aide
- Personal Care Aide
- RN Supervision
- Other _____

Services will be provided by independent contractors that are referred to the Client for interviewing and hire, such as companions home health aide, certified nurse assistant, private duty nurse or other worker (each individually a "Contractor" and, collectively, "Contractors"). Services will be provided at the Client's home, or where negotiated by the Client and the Contractor(s) ("Location").

3. **Scheduling.** Services will be provided for the hours and days requested by Client, and in accordance with the terms of this Agreement. 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.

4. **Changing Services.** Changes to Services may be initiated by Client and/or his/her representative through a phone call or written communication to Contractor or the Agency. Advance notice of two (2) calendar days will be provided for any change contemplated by this Section 4. Adjustments to rates and billing may be made as a result of changes to Services. Any such changes to Services and billing amounts shall be stated in writing and provided to Client. Depending on Client's selected method of communication, Agency may provide written notice concerning billing and Services through email on file for Client or text. Acceptance by Client of new or additional Services will be deemed acceptance by Client of new or different Services rates and agreement to pay for such new or different Services.

5. **Fees for Services.** 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 for 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., hospital,

rehabilitation facility, or a relative's home), Client agrees to pay for the cost of 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 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 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 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.

Rates for Services are subject to review from time to time, but increases will be subject to at least a two-week advance notice in writing, which will specify the date that new or increased rates for Services will commence. Acceptance of Services at the new or increased rates shall be deemed agreement to pay the new or increased Services fees.

6. **Sleep Time and Contractors.** Contractors who work shifts of 24 hours or more and who do not live on the premises of 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. 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. Contractor will notify Agency how long each interruption to sleep occurred and 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.

7. **Paying for Services.** Client assumes full responsibility for the payment of any and all sums that become due for Services. Agency recommends direct debit via EFT from the Client's bank account or for a fee use Visa, MasterCard, Discover and American Express or pay by check.

Agency will charge Client's credit card or bank account on the invoice date. Agency will send written invoices by email to Client for Services each week ("Invoices").

By signing this Agreement, Client authorizes Agency to automatically charge, on a weekly basis, 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 which are unpaid after 30 days. Client agrees to pay all collection costs, including attorneys' fees incurred in collection, if the balance on an account is not paid within thirty (30) days. 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 Agency.

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

Agency will not seek reimbursement or payment for Services from any third-party payor. If Client desires to receive any reimbursement for Services from any third-party payor, Client will have to seek reimbursement for Services from the third-party payor, to the extent Services are covered by any third-party payor. Client will retain any reimbursement provided by a third-party payor since 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.

8. **Contractor's Responsibilities.** Contractor shall perform the Services, as they may be arranged for by the Contractor and the Client. The Contractor is an independent contractor and, thus, the Client is required to identify the work that needs to be performed for him/her by the Contractor.

9. **Client's Responsibilities.** Client will not give a Contractor a check, credit card or bank card (ATM, LINK, debit, etc.) for withdrawals, activation, or shopping. Likewise, Client will not provide confidential financial information to Contractor. Any exception to these prohibitions must be provided by Agency in writing. Client will remove all valuables and securely store them in a safe and locked location. Client releases Agency from any liability or obligation arising from the unauthorized provision of cash or other items paid or given to Contractors. Client will not be released from 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.

Client agrees that it will not directly employ Contractor at any time during a one-year period, with said one-year period starting on the date that Contractor's contract with Agency terminates, regardless of the reasons or circumstances for Contractor's termination of contract. Client agrees it will encourage Contractor to terminate his or her contract with Agency. Should Client violate this provision of the Agreement, Client agrees to pay Agency a sum of \$10,000.

10. **Insurances.** Client agrees to maintain homeowner's insurance and/or other coverage as may be necessary to provide protection for negligent acts of Contractor. All Contractors referred to the Client are independent contractors, and as such are required to carry general liability insurance. Agency carries, Crime, Liability, Errors and Omissions, workman's comp, and other insurances to protect the Agency and some aspects of services to the clients.

11. **Background Checks.** 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.

12. **Supplies and Equipment.** Client is responsible for providing all supplies (i.e. cleaning, personal care supplies, including latex gloves, needed for the safe execution of any kind of personal care) and equipment which may be necessary for provision of Services. If Agency makes a payment on behalf of Client to purchase supplies or equipment for Client, the amount of such payment will be added to the Fees on the Invoice. Contractors are also responsible for supplying any and all equipment needed for the work.

13. **Cancellation or Suspension of Services.** 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.

Agency may suspend Services immediately if Fees are in arrears by two (2) weeks, unless suspending the Services would create a threat of immediate of harm or danger to the Client. 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.

14. **Termination of this Agreement.** 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 pursuant 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 in relation to any remaining problems; and (g) recommendations and referral for any follow-up care, if needed.

15. **Governing Law.** The laws of the State of New York shall govern the terms and conditions of the Agreement, without regard to choice of law principles.

16. **Dispute Resolution.** 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, Agency and Client hereby agree to submit to binding arbitration conducted in accordance with the Consumer Arbitration Rules of the American Arbitration Association ("AAA"). A neutral arbitrator will be appointed from the AAA's National Roster of Arbitrators and fees and compensation of the arbitrator will be in accordance with 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.

17. **Severability.** In case of any term, phrase, clause, section, restriction, covenant, or agreement contained in this Agreement shall be held to be invalid or unenforceable and incapable of being reformed, the term and condition will be severable from the rest of the Agreement and shall not defeat or impair the remaining provisions of the Agreement.

18. **Notices.** 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 Client or his/her designated representative. Agency will document internally when notice by telephone is provided to Clients.

19. **Waiver.** The waiver by 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.

20. **Assignment.** This Agreement may not be assigned under any circumstances by the Client.

21. **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 in accordance with the terms and conditions in this Agreement.

[SIGNATURES ON SEPARATE PAGE]

Client's or Client's Representative Signature

Date

Print Client Representative's Name (if applicable)

Client Representative's Relationship to Client (if applicable)

Agency Representative Signature

Date

Agency Representative Title