

Home Care Service Agreement

This service agreement is made as of the _____ day _____, 20 _____

By and between HOME NURSING, INC., 1325 G Street NW #500, Washington, DC 20005

hereinafter referred to as "HOME NURSING" and

(Name and Address of Client)

hereinafter referred to as "Client" for the services that will be rendered by HOME NURSING

at this address:

It is agreed that:

• This Service Agreement will commence/shall be deemed to have commenced on

_____ day _____, 20 _____ and will continue until terminated by either. party upon 15 day's written notice

- Beginning each week, HOME NURSING will confirm the scheduling of services of the week. Any change of the agreed upon schedule must be made through HOME NURSING and Client and not with the worker/s from HOME NURSING
- Client agrees to pay HOME NURSING for the services rendered at the following rates:

\$ _____per hour for services of (minimum) 4 hours and more.

\$ _____ per day for live-in caregiver services,

and will pay time and a half for services rendered on the following holidays,

New Year's Day 12:00 am to 12:00 pm

Memorial Day 12:00 am to 12:00 pm

July 4th 12:00 am to 12:00 pm

Labor Day 12:00 am to 12:00 pm

Thanksgiving Day 12:00 am to 12:00 pm

Christmas Day 12:00 am to 12:00 pm

A onetime non-refundable deposit of \$ _____ is required at the time of assessment.



Payment terms for all services rendered by HOME NURSING are due upon receipt of invoice. Client agrees to pay interest on unpaid balance after 30 days at the rate of 18% per year or the highest rate allowed by the State. Client agrees to pay all collection costs including attorney's fees incurred in collection of this account if not paid within 90 days.

- Client assume responsibility for the payment of any and all sums that become due for stated services including third party billings to any insurance company. HOME NURSING will not bill insurance companies for services rendered unless there is prior authorization. If Client decides to submit HOME NURSING's invoices to an insurance 1111company for my reimbursement, Client will instruct said insurance company to pay Client, having already paid HOME NURSING for services rendered.
- HOME NURSING or its representative is authorized to investigate the references or other data obtained from me or any other person regarding credit and financial responsibility.
- HOME NURSING will not be liable if it is unable, after reasonable efforts and prior notice to Client, to render the agreed upon services.
- Client agrees to contact the automobile insurance company for any vehicle that HOME NURSING caregiver staff members will be using during the course of providing service and inform an authorized agent of that company that a HOME NURSING employee or independent contractor will be driving any automobile Client owns to facilitate services provided under this contract. Client further agrees to fully indemnify HOME NURSING for any loses It sustains as a result of failure by any insurance company to cover any liability incurred from accidents, damage or injuries, which occur during such vehicular operation.
- Client agrees that any scheduled shift that is cancelled without 24 hour prior notice, for reasons including family visits, hospitalization, Client transfer or relocation, end of service and Client expiration, will be charged for the full shift.
- Client agrees that neither Client nor anyone on Client's behalf may employ any HOME NURSING worker for a period of one hundred eighty (180) days following completion of services rendered under this agreement. In the event of any violation of this condition, Client shall pay HOME NURSING the sum of \$10,000.00 as liquidated damages.



• It is understood and agreed that the charges, terms, and conditions of this agreement are subject to change by HOME NURSING upon written notice.

HOME NURSING, INC.	CLIENT/RESPONSIBLE PARTY
By: <u>PILAR P. WALSH</u> (Printed Name)	By: (Printed Name)
(Signature)	(Signature)
Title: <u>ADMINISTRATOR</u>	Title:
Date:	Date: