

GENERATIONS HOME HEALTHCARE LLC
CLIENT SERVICES AGREEMENT

Client Information			
Last Name		First Name	
Address			
City		State	Zip
Telephone		Alternate Phone	

Financially Responsible Party (if other than Client)			
Last Name		First Name M.I.	
Address			
City		State	Zip
Telephone		Alternate Phone	

Contact Information			
Last Name		First Name	
Address			
City		State	Zip
Telephone		Alternate Phone	
Do you have Power of Attorney for Client?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you Client's legally appointed guardian?		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Schedule of Services and Rates. Generations Home Healthcare LLC agrees to provide and I agree to pay for, home healthcare and companionship services according to the attached Schedule of Services and Rates and the Plan of Care. I understand that I may request a change to the Plan of Care and attached Schedule of Services and Rates at any time. In the event that Generations Home Healthcare LLC agrees to the requested change, Generations Home Healthcare LLC shall create an updated Schedule of Services and Rates that will become a part of this Client Services Agreement upon my acceptance of the requested services. I acknowledge that any change in services requested and performed may result in increased fees. I agree to be

responsible for the increased fees in the same manner as for the other payments due under this Client Services Agreement.

Deposit and Billing. A deposit equivalent to one (1) week of services will be paid at the time I sign this Client Services Agreement. An additional deposit amount may be required if I later request an increase in the number of hours or services. The deposit will be held in a non-interest bearing account and applied to any outstanding amounts stated on the final invoice after termination of this agreement. Any balance remaining after all outstanding invoices have been paid in full will be refunded. In the event an employee fails to arrive or alters the weekly schedule of services provided, Generations Home Healthcare LLC will adjust the amount of my bill accordingly.

Financial Responsibility. I agree to be responsible for payment of services provided by Generations Home Healthcare LLC. Invoices will be sent monthly. I agree to pay the amount of the invoice within fourteen (14) days of the date of invoice. If my account is not paid within fourteen (14) days, I agree to pay interest at a rate of 1% per month for any payment received after the due date. I agree to reimburse Generations Home Healthcare LLC for any fee charged by a bank due to insufficiency of any check submitted for payment. In the event Generations Home Healthcare LLC is required to take action to collect any amounts due under this Agreement, I agree to pay Generations Home Healthcare LLC's reasonable attorney fees and costs incurred in collecting these amounts. Upon my death, my estate or heirs shall pay any unpaid amounts due to Generations Home Healthcare LLC.

Method of Payment: Credit Card Check Cash

Type of Card _____ Expiration Date _____

Card Number _____ Security Code _____

I authorize Generations Home Healthcare LLC to charge to this credit card the balance due under this Agreement during the first week of each month and upon termination of services. This authorization will continue until I give written notice to Generations Home Healthcare LLC that I revoke the authorization. Such written notice will be effective the date notice is received.

Termination. Prior to commencement of services or during the first week, this agreement may be terminated by me or Generations Home Healthcare LLC for any reason with no requirement of advance notice. After the first week, this agreement may be terminated by me or Generations Home Healthcare LLC for any reason by giving written notice to the other, which notice will be effective one (1) week from the date notice is received. Generations Home Healthcare LLC may terminate services immediately and without such notice if Generations Home Healthcare LLC determines, in its discretion, termination is necessary for my, or its employee's, health or safety. This agreement shall automatically terminate upon my death.

Hiring Employees. I agree not to employ or receive services from the employee(s) assigned to me by Generations Home Healthcare LLC except as contemplated by this agreement for a period of one (1) year following the last day the employee(s) rendered services to me on behalf of Generations Home Healthcare LLC pursuant to this agreement. This prohibition includes, but is not limited to:

- 1) Paying the employee directly for services during his or her employment with Generations Home Healthcare LLC or after such employment ends,
- 2) Paying another agency, person, or entity for services provided by the employee after his or her employment with Generations Home Healthcare LLC ends, or
- 3) Accepting services from the aide while the aide is employed by another agency or entity.

In the event that I violate this condition, I agree to pay \$3,000 as liquidated damages and any reasonable attorney's fees and costs associated with collecting those liquidated damages. This amount reflects the costs of recruiting, screening, and training the employee(s). As an alternative to collecting such damages, I agree that Generations Home Healthcare LLC, in its discretion, may elect to obtain injunctive relief against any violation of this agreement, without notice to me, without the necessity of proving actual damages and without posting a

bond. Generations Home Healthcare LLC reserves the right to pursue any other or further remedies at law or in equity to enforce its rights under this agreement.

Transportation. No employee shall operate a vehicle to provide transportation for me without prior written authorization from me to Generations Home Healthcare LLC, regardless who owns the vehicle. I agree to pay the mileage fee stated in the attached Schedule of Services and Rates for transportation provided by Generations Home Healthcare LLC's employees. I acknowledge that Generations Home Healthcare LLC's insurance may not cover loss or damage caused by employees' operation of any vehicle, and I accept responsibility for any and all claims, including negligence, related to employees' operation of a vehicle to transport me.

Jurisdiction & Venue. If it is necessary to litigate a dispute arising out of, or relating to, this agreement, I agree to jurisdiction in the State of New Jersey and venue in the County of Somerset.

Entire Agreement & Severability. This agreement contains the entire understanding of the parties regarding the subject matter of this agreement, and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this agreement. If a provision of this agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this agreement will not be impaired.

If you sign this Client Services Agreement on behalf of Client, you must attach to this agreement a copy of the Power of Attorney or court order appointing you Client's legal guardian.

Client or Legal Representative's Signature _____ Date _____

For Generations Home Healthcare LLC _____ *Date* _____

Financially Responsible Party	
By signing below I agree to be responsible as a surety to pay for any and all charges or fees for services Generations Home Healthcare LLC provides to the Client pursuant to this Client Services Agreement and the attached Schedules of Services and Rates.	
_____	_____
<i>Financially Responsible Party Signature</i>	<i>Date</i>

SCHEDULE OF SERVICES AND RATES

This Schedule is part of the Client Services Agreement between Client and Generations Home Healthcare LLC dated _____.

Services to be Provided. Generations Home Healthcare LLC will provide services according to this schedule:

DAY SERVICE TO BE PROVIDED	HOURS	TOTAL HOURS	SERVICE TYPE
Monday , from...	<input type="checkbox"/> AM <input type="checkbox"/> PM		<input type="checkbox"/> Hourly <input type="checkbox"/> Live-In <input type="checkbox"/> "Good Day Service" <input type="checkbox"/> Daily Check-in <input type="checkbox"/> Doula (New Mother) <input type="checkbox"/> Other (describe) _____ _____ _____
to...	<input type="checkbox"/> AM <input type="checkbox"/> PM		
Tuesday , from...	<input type="checkbox"/> AM <input type="checkbox"/> PM		
to...	<input type="checkbox"/> AM <input type="checkbox"/> PM		
Wednesday , from...	<input type="checkbox"/> AM <input type="checkbox"/> PM		
to...	<input type="checkbox"/> AM <input type="checkbox"/> PM		
Thursday , from...	<input type="checkbox"/> AM <input type="checkbox"/> PM		
to...	<input type="checkbox"/> AM <input type="checkbox"/> PM		
Friday , from...	<input type="checkbox"/> AM <input type="checkbox"/> PM		
to...	<input type="checkbox"/> AM <input type="checkbox"/> PM		
Saturday , from...	<input type="checkbox"/> AM <input type="checkbox"/> PM		
to...	<input type="checkbox"/> AM <input type="checkbox"/> PM		
Sunday , from...	<input type="checkbox"/> AM <input type="checkbox"/> PM		
to...	<input type="checkbox"/> AM <input type="checkbox"/> PM		
TOTAL WEEKLY HOURS			

Changing Schedule of Services. Generations Home Healthcare LLC will at all times exert every reasonable effort to provide services according to the weekly schedule and Plan of Care. In the event I wish to alter the time or date of services during a single week, I must notify Generations Home Healthcare LLC of the requested change at least twenty-four (24) hours prior to the time the service is regularly scheduled to begin. Notice given to an aide and not to Generations Home Healthcare LLC is not considered notice to Generations Home Healthcare LLC. If I do not provide the required 24-hour notice, I will be billed for the full scheduled hours.

To change this weekly schedule during more than a single week, I must notify Generations Home Healthcare LLC at least seven (7) days prior to the week I would like to begin the new schedule. Notice given to an aide and not to Generations Home Healthcare LLC is not considered notice to Generations Home Healthcare LLC. In the event that Generations Home Healthcare LLC agrees to the proposed change, Generations Home Healthcare LLC shall create an updated Schedule of Services and Fees that will become a part of the Client Services Agreement between me and Generations Home Healthcare LLC.

Rates. I agree to pay for services provided by Generations Home Healthcare LLC at the following rates:

Certified home health aide	\$	/hour
Live-in home care	\$	/day
“Good day service”	\$	/week
Daily check-in	\$	/week
Doula service	\$	/hour
Other	\$	

Overtime. Hours worked by an employee in excess of 40 hours in any week will be billed at overtime rates of one-and-one half times the hourly rate indicated above. (Overtime rates are not applicable to Live-in home care.)

Holidays. Rates are double time (that is, twice the above-indicated rates, whether hourly, daily, weekly or other) for an employee who works on New Year’s Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day or Christmas.

Expenses. In addition to the above any necessary and reasonable out-of pocket expenses incurred by Generations Home Healthcare LLC or its employees will be reimbursed by me. For any transportation (such as errands, driving you to a physician’s appointment, etc.) provided on my behalf by a Generations Home Healthcare LLC employee I will pay an additional per mile charge of seventy-five cents \$.75.

Changing Rates. These rates are based upon my needs as determined by the initial assessment and may be changed periodically by Generations Home Healthcare LLC. In the event Generations Home Healthcare LLC determines a rate change is necessary, Generations Home Healthcare LLC will notify me in writing at least fourteen (14) calendar days prior to assessing the new rates or fees.

Reminder: If you are signing on behalf of Client, you must attach to the Client Services Agreement a copy of the Power of Attorney or court order appointing you Client’s legal guardian.

Client or Legal Representative’s Signature _____ Date _____

For Generations Home Healthcare LLC _____ Date _____