

Client:

AdmissionDate/Revision Date:



Client Name:

Client Address:

Services: Attentive Home Care will provide private pay home care in accordance with this agreement.

Client Financially Responsible for Bill: Yes No.

If No, identify who will be responsible: (name) _____

Send Billing To: (address) or email: _____

Consent to Treatment and/or Service. By entering into this Service Agreement the Service Provider indicated above (Attentive Home Care LLC) agrees to provide and the client voluntarily consents to receive home health treatment and/or services based upon the Plan of Care provided by your physician. The services to be provided to me by Attentive Home Care staff have been explained to me. I understand that the plan of care may change and that such changes will be discussed with me. Instructions for my care will be explained to me and will become my responsibility in the absence of a home care staff member in my home.

-Required Visits: Attentive Home Care is required by state regulations to perform the following visits for safety and evaluation purposes. I agree to cooperate with the scheduling and ongoing requirements below. I understand that I am required to pay for these services as outlined in the fee schedule of this agreement:

-The initial nursing assessment for comprehensive clients: One of our Registered Nurses will perform a comprehensive assessment of the client, review medications, complete a safety evaluation of the client's home, create a plan of care, assign caregivers, obtain consent for admission, and complete the service agreement.

-The initial Attentive Home Care assessment for basic services clients: One of our members of management will perform an assessment of the client and their needs, record their medications, complete a safety evaluation of the client's home, create a plan of care, assign caregivers, obtain consent for admission, and complete the service agreement.

-Supervisory Nursing visits: A Registered Nurse is required to supervise and assess the performance of caregivers that are working with comprehensive clients.

-Attentive Home Care Management Supervisory visits: A member of Attentive Home Care management team is required to supervise and assess the performance of caregivers that are working with basic services clients. Attentive Home Care Management may also perform administrative supervisory visits of all staff in all disciplines.

-Comprehensive Reassessment: A Registered Nurse is required to complete a comprehensive reassessment after 14 days from the start of care date, and thereafter, 79-90 days while the client is receiving services. A comprehensive reassessment is also required if the client experiences a significant change of health which includes but is not limited to hospitalization or significant changes that require a different level of care and/or care plan.

Waiver: The failure by Attentive Home Care to require performance of any provision shall not effect Attentive Home Care's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this agreement constitute a waiver of any subsequent breach or default or a waiver of a provision itself. As an example, if Attentive Home Care sends an invoice but fails to include charges for some services, Attentive Home Care has the right to send an additional invoice at a later date for those unbilled services.

Terms of Billing and Payment

Private Payment: I have requested private pay services from Attentive Home Care LLC, and I understand that by making this request, I become fully financially responsible for any and all charges incurred in the course of the treatment authorized or services rendered.

Financial Terms I agree that I will not discuss rates, care costs, charges, or wages with caregivers. If I have any questions regarding these items I will speak directly with the office at Attentive Home Care.

Billing & Payment method: Attentive Home Care requires a security deposit of at least thirty-three (33%) of estimated monthly charges. Security deposits will be applied to the last invoice or refunded in full at termination of service. Attentive Home Care will charge four (4) hours minimum per visit for all home health aides, homemakers, and companions. Attentive Home Care is extending credit by billing for services after they are provided. Attentive Home Care will assess a late payment finance charge of 1.5% (18% annual) on any charges paid delinquent if not received within seven (7) days of the invoice date. I will be notified by a representative of Attentive Home Care in the event my account is turned over to a collection agency and/or legal action is required to collect. I am responsible for all collection fees incurred by Attentive Home Care, which may amount up to 50% of the balance due and all reasonable attorneys fees. Attentive Home Care will charge a fee of \$50 dollars for all returned checks and ACH payments plus any interest that may occur due to the delinquency of payment. Furthermore, I understand that Attentive Home Care LLC reserves the right to discharge any client for nonpayment of charges upon (10) days written notice. I authorize Attentive Home Care LLC to collect my payment through ACH Collection. Further, should there be an instance where I intentionally or unintentionally stop payment on my check or ACH payment I understand that I will be responsible for the full amount plus any costs to collect and \$100 per hour administration fee for time that Owners or employees of Attentive Home Care LLC expend on collecting the money in addition to legal and professional collection fees.

Time Sheets: I understand that I may need to sign at the end of visits confirming services received on occasion or if required by my insurance.

Long Term Care Insurance: I understand that Attentive Home Care will assist me by providing a copy of the Service Plan, Care Plan, and timesheets/charting per billing cycle on paid invoices. These items will not be provided until the invoice is paid. Attentive Home Care may need as long as fifteen (15) days to provide these items. I further understand that it is my or my responsible party's responsibility to communicate with my Long Term Care Insurance regarding documentation that they require, and including but not limited to providing Attentive Home Care with the limits/requirements for the care coverage of my Long Term Care Insurance, the approved care services, and any other necessary information that my long term care insurance requires of Attentive Home Care. I agree to comply with my long term care insurance requirements for my care services ie. I will allow ADLs that my long term care insurance approves to be completed by caregivers/staff of Attentive Home Care. I agree that Attentive Home Care is not responsible for the amounts that my long term care insurance reimburses me. If my long term care insurance does not reimburse me for my full amounts of care that is my or my responsible parties responsibility to resolve with my long term care insurance. I further agree that I will not

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hold Attentive Home Care responsible for any financial reimbursements or damages regarding my long term care insurance. I understand that I am contracting a private pay service and that I will pay Attentive Home Care in accordance with the fee schedule in this agreement upon receipt of invoices for services. I further understand that my reimbursement from my long term care insurance is between me and my long term care insurance.

Payment options: _____ **Weekly Payment** The payment is once a week. The billing cycle is on every Friday of the week and due upon receipt.

a. Fees: The payment terms and rates set forth above are based upon our current fees for the type of services required based upon the Plan of Care prepared for you. Our invoices will include any disbursements made on your behalf such as travel, telephone, mailing and/or purchase of personal items on your behalf. Client is responsible for providing all supplies (i.e. cleaning, personal care supplies, including latex gloves, required for safe execution of any type of personal care) and equipment which may be necessary for provision of services. Should your condition change necessitating a modification of the Plan of Care or should we amend or adjust our billable rate schedule, you will be notified of the proposed rate modification in writing no less than seven (7) days before the new rates go into effect. In the case of an emergency regarding your care, we reserve the right to provide such information verbally to you. I understand that the caregiver's priority is to carry out the Care Plan for the individual Client. Any extra duties or requests of the caregiver must be made in writing to Attentive Home Care LLC and approved by Attentive Home Care LLC prior to execution of request. I understand that fees may be increased due to extra requests. Example: extra guests of client and food preparation/cleaning needs independent of written client plan of care. This would require extra staff/hours to accommodate.

b. Holidays/Overtime: All regular (non-holiday overtime will be billed at a rate of 1.5 times the Hourly Rate or in effect at the time (the Overtime Rate). All services that exceed forty (40) hours per week for a specific employee will be charged to you at the Overtime Rate. Caregiver preference: In the event that the client requests a specific caregiver, the client is responsible for paying the Overtime Rate if Client's request causes the caregiver to earn Overtime due to the request. The Holiday Overtime rate is two times the hourly rate. When we provide services on New Year's Day, Easter Day, Mother's Day, Memorial Day, Father's Day, Independence Day, Labor Day, Halloween between 12pm and 10pm, Thanksgiving Day, Christmas Eve, Christmas Day, or New Year's Eve you will be charged the Holiday Overtime Rate. The holiday period begins at midnight (12:01 am) of the holiday date. I understand that this is my notice for Holidays that will have the Holiday rate assessed and that I may or may not receive a reminder of Holiday prior to the Holiday.

c. Service Cancellations: I agree to notify Attentive Home Care forty-eight (48) hours in advance to cancel previously requested services. I agree that notice is provided by me when I have called the office at 612-447-5958 AND emailed to office@attentivehomecaremn.com. I understand that I will be charged the full cost of the shift if I fail to notify Attentive Home Care forty-eight (48) hours in advance of the scheduled services. I further agree to notify Attentive Home Care immediately if an employee fails to arrive at the scheduled time. I understand that the 48 hour notice is in case of emergencies or if I wish to terminate services. I will make all appointments/reservations in good faith with the intention of completing the visit. I agree that if I cancel more than two (2) visits in a calendar month, the third (3rd) and subsequent visit cancellations will result in a \$50 cancellation fee per visit.

d. Provision of Staff/Caregivers: I understand that Attentive Home Care will work diligently to meet all of my requests for care services, dates, and times. I further understand that Attentive Home Care may not be able to provide staff/caregivers for all of my requests. I also understand that when I am receiving services that require shift changes with caregivers that there may occasionally be times where the caregivers have overlapping time and I am responsible for payment when this occurs. This is necessary when the client's needs are being attended to and the circumstances do not allow for a simple shift change.

e. Compliance with Service Plan and Care Plan: I agree that the service and care plan have been developed in accordance with the requirements of governing bodies and that I will adhere to the service and care plan that is in place. I further agree that if changes to the care plan are needed or requested that I will notify Attentive Home Care of my needs and they will assess internally and in conjunction with the RN (as needed). I will not request staff/caregivers to perform tasks that are not in the care plan or that conflict with the care plan. All requests will be made through the office at Attentive Home Care.

f. Client as passenger in Employee's Automobile: From time to time I may ask an Attentive Home Care employee(s) to transport me in his/her personal vehicle as part of the services provided to me. In the event there is an accident in which I am injured, I agree to hold Attentive Home Care, its agents, representatives, and employees harmless. I further understand and agree that the Attentive Home Care employee or staff member shall record the mileage driven on my behalf and I agree to pay \$1.05 per mile driven.

Signature of Client or responsible party: _____

g. Use of Client Automobile: I may from time to time ask your employee or staff member to drive my vehicle as part of the services provided to me. I acknowledge that I have the primary responsibility for my automobile and my automobile insurance. I agree to hold Attentive Home Care, its agents, representatives, and employees harmless in the event that there is an accident in which there is damage to my car or injury to its occupants.

Signature of client or responsible party: _____

Non-Solicitation Agreement: I acknowledge that Attentive Home Care expends significant resources towards the recruitment, screening and training of staff. In consideration of this expense, I agree to refrain from hiring, contracting, or otherwise employing Attentive Home Care employees outside of this agreement or privately, through a friend, family member, or another company for a period of six (6) months after the termination of services with Attentive Home Care. I understand that for the purposes of this provision, an Attentive Home Care employee is defined as any person who has worked for or has been contracted with Attentive Home Care for the past six (6) months. Additionally, I agree to pay Attentive Home Care the sum of \$10,000.00 per employee, as liquidated damages and not as a penalty, upon breach of this provision which both parties agree is a reasonable sum. Furthermore, I acknowledge that a violation of this Non-Solicitation Agreement will damage Attentive Home Care LLC and may result in them bringing legal action against me seeking additional monetary damages as allowed by law and/or injunctive relief. In the event of a violation of this Non-Solicitation Agreement I agree to pay all of Attentive Home Care attorney's fees and associated costs resulting therefrom.

Termination of Agreement by Client: You have the right to terminate service at any time. If you change, terminate or suspend service for any reason, a 48 hour notice is required. You or your representative are financially responsible for the services that are scheduled during the 48 hour notice timeframe. Except in cases of emergency, all notices of change or notices terminating this Agreement should be in writing.

Termination of Agreement by AGENCY. We (Attentive Home Care) reserve the right to terminate this Agreement for any cause upon ten (10) days written notice (except in cases of emergency). Termination may, but will not necessarily be based upon one or more of the following conditions in our sole determination:

- a. You no longer require our services based upon your health or social needs.
- b. Your home is no longer adequate for safe and effective care. Including but not limited to endangering the safety and well-being of our employees or representatives.
- c. You are no longer under the care of a physician who will verify diagnosis and assume responsibility for medical direction.

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- d. Our fees for services rendered have not been paid as required herein.
- e. You no longer live in the geographic area serviced by us.
- f. Our personnel and resources are no longer adequate, available and/or suitable to accommodate your health and social needs.
- g. You and/or your family, representatives or caregivers fail to cooperate with us or other health care providers in any manner deemed necessary or prudent.
- h. If you and/or your family representatives or caregivers engage in illegal or inappropriate discriminatory actions directed towards Attentive Home Care employees or while in their presence.
- i. In the event you cannot be left alone and there are no others who will remain responsible for your care during our absence or, if there are no others who can carry out requirements of the backup care plan.

If we, at Attentive Home Care, must terminate this agreement we will attempt to provide as much notice as possible but may terminate as soon as possible and without notice.

Valuables. Our employees are not authorized to accept, have custody of or have the use of cash, credit or debit cards, bank cards, checks or other valuables belonging to you, without written approval by Attentive Home Care LLC in advance. Any and all suspicions of theft or misappropriation of valuables must be directed to Attentive Home Care LLC in writing with proof of the allegations. We will not pay any claims, nor will credits be given for any such unauthorized use or misappropriation of valuables. We will refer such matters to our bonding company for final determination.

Excess Time Administration Fees. We at Attentive Home Care LLC pride ourselves in providing personal and individualized service to each client and their family. Standard office time work is provided as a complimentary service by the owners of Attentive Home Care LLC. There are times when issues arise outside of standard client office work and become an excessive time issue. In the event of an excessive time issue we will provide a written warning that you will be charged the administration rate of \$100 per hour going forward. You understand that this rate will be billed and you will be responsible for the payment of Excessive Administration time.

Dispute Resolution. This Agreement shall be governed by, and constructed in accordance with the laws of the State of Minnesota and will be litigated in Minnesota or in the Federal Courts located within Minnesota. Any litigation commenced in accordance with the laws of the State of Minnesota will be instituted within Minnesota. It is understood and agreed by Attentive Home Care LLC and you that any legal dispute, controversy, demand or claim (hereinafter collectively referred to as "claim" or "claims") that arises out of or relates to the Attentive Home Care LLC Home Health Care Service Plan or any service or health care provided by Attentive Home Care LLC to the Client, shall be resolved exclusively by binding arbitration to be conducted at a place agreed upon by the parties, or in the absence of such agreement, at the Attentive Home Care LLC office, in accordance with the American Health Lawyers Association ("AHLA") Alternative Dispute Resolution Service Rules of Procedure for Arbitration which are hereby incorporated into this agreement, and not a lawsuit or resort to court process except to the extent that applicable state or federal law provides for judicial review of arbitration proceedings or the judicial enforcement of arbitration awards.

This agreement to arbitrate includes, but is not limited to, any claim for payment, nonpayment or refund for services rendered to the Client by Attentive Home Care LLC, violations of any right granted to the client by law or by the Client Admission Agreement, breach of contract, fraud or misrepresentation, negligence, gross negligence, malpractice, or any other claim based on any departure from accepted standards of medical or health care or safety whether sounding in tort or in contract. However, this agreement to arbitrate shall not limit the client's right to file a grievance or complaint, formal or informal, with Attentive Home Care LLC or any appropriate state or federal agency.

The parties agree that damages awarded, if any, in an arbitration conducted pursuant to this Arbitration Agreement shall be determined in accordance with the provisions of the state or federal law applicable to a comparable civil action, including any prerequisites to, credit against or limitations on, such damages.

It is the intention of the parties to this Arbitration Agreement that it shall inure to the benefit of and bind the parties, their successors and assigns, including the agents, employees and servants of Attentive Home Care LLC, and all persons who claim is derived through or on behalf of the client, including that of any parent, spouse, child, guardian, executor, administrator, legal representative, or heir of the Client.

All claims based in whole or in part on the same incident, transaction, or related course of care or services provided by Attentive Home Care LLC to the client, shall be arbitrated in one proceeding. A claim shall be waived and forever barred if it arose prior to the date upon which notice of arbitration is given to Attentive Home Care LLC or received by the client, and is not presented in the arbitration proceeding.

The parties understand and agree that by entering this Arbitration Agreement they are giving up and waiving their constitutional right to have any claim decided in a court of law before a judge and a jury.

You understand that you have the right to seek legal counsel concerning this agreement and (2) the execution of this Arbitration is not a precondition to the furnishing of services to you by Attentive Home Care LLC. This Arbitration Agreement shall remain in effect for all care and services subsequently rendered by Attentive Home Care LLC, even if such care and services are rendered following your discharge and readmission to Attentive Home Care LLC.

Client agrees to include into this arbitration agreement any services rendered prior to the date that this agreement is signed. Including but not limited to emergency treatment.

NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OR MEDICAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL.

Severability: In case of any term, phrase, clause, section, restriction, covenant, or agreement contained in this agreement shall be held 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.

You understand that you have the right to receive a copy of this arbitration agreement. By your signature on the summary page, you acknowledge that you have received a copy.

Agreement: I understand this document constitutes the entire agreement between me, and/or my representatives, and Attentive Home Care. No prior agreement, whether written or verbal, shall be in effect. I agree to pay for any services that I later request, whether in writing or verbally, that are different in scope or duration from

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those described in this agreement, as they are provided. Attentive Home Care, at its discretion, may require me to supply an additional deposit in the event that I request a substantial increase in services. By signing below, I/We agree that I/We have read the entire service plan, understand it and agree to be bound by its terms.

Client or Responsible Party's Name _____ Client or Responsible Party's Signature _____

RELEASE OF INFORMATION

I authorize my hospital, nursing home, physician's office or other health facility where I have been a client, to disclose any part or all of my medical record to **Attentive Home Care LLC**. Also, I authorize the release of medical and other related information to social/health care agencies and medical equipment/supply vendors whose services may be required in conjunction with the services provided by Attentive Home Care LLC. I understand that my medical information will be shared with my physician, Attentive Home Care LLC staff, insurers and representatives of accreditation and regulatory bodies as appropriate.

MEDICAL EMERGENCY PLAN

Health Care Directive:	<input checked="" type="checkbox"/> Written information has been provided to client
	<input type="checkbox"/> Client DOES NOT have Advance Directive
	<input type="checkbox"/> Client HAS an Advance Directive: _____
	<input type="checkbox"/> Client HAS an Advance Directives but copies have not yet been received by Attentive Home Care
	<input type="checkbox"/> Client does not comprehend the Advance Directive question
	<input type="checkbox"/> Client has provided a physician signed copy of their POLST indicating DNR/DNI
Code Status:	<input type="checkbox"/> DNR/DNI <input type="checkbox"/> Full Resuscitation

Discipline	Services To Be Provided	Frequency	Fee Per Hour/Visit	Frequency of Supervision/Title of Supervisor	Payer Source
Representative of Attentive Home Care & RN	Start of Care / Client Intake, Service Plan and Care Plan. <input checked="" type="checkbox"/> Start of Care Assessment Visit 1: Set up Care Plan-RN Visit 2 : 14 Day Reassessment-RN	Once at beginning of service	\$350	Attentive Home Care Management and/or RN w/in 5 days.	<input checked="" type="checkbox"/> Private Pay
Home Health Aid	Follow Care plan of Needs		\$42.00/hour (4 hour minimum) \$40.00/hr if 24/hr Care	RN for Comprehensive w/in 30 days then as needed. Supervisor for Basic Services w/in 30 days then as needed.	<input checked="" type="checkbox"/> Private Pay
Home Health Aid	Follow Care plan of Needs		2 - hour special \$120 for 2 hours	RN for Comprehensive w/in 30 days then as needed. Supervisor for Basic Services w/in 30 days then as needed.	<input type="checkbox"/> <input checked="" type="checkbox"/> Private Pay
RN (Registered Nurse)	<input checked="" type="checkbox"/> Reassessment -Monitoring	14 days after start of care	No Charge Included in Start of Care /Comprehensive Assessment	Once / RN	<input checked="" type="checkbox"/> Private Pay
RN (Registered Nurse)	<input checked="" type="checkbox"/> Reassessment -Monitoring	Every 90 days Between days 79-90	\$150 per hour (1 hour minimum)	Every 90 days/ RN Or LPN under supervision of RN This is a required visit.	<input checked="" type="checkbox"/> Private Pay
RN (Registered Nurse)	<input checked="" type="checkbox"/> RN phone call at client's request or by HHA that is necessary due to health/status changes. HHA will call Nurse case managers as needed for health changes and direction.		\$50.00 per thirty (30) minutes. Billed in thirty (30) minute increments. Thirty (30) minute minimum		<input checked="" type="checkbox"/> Private Pay

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RN (Registered Nurse)	<input checked="" type="checkbox"/> Nursing visits performed at my request that are not scheduled on this agreement.	As requested	\$150.00/hour (1 hour minimum)	<input checked="" type="checkbox"/> Private Pay
RN (Registered Nurse)	Medication Management	Bi weekly	\$500.00/mo Includes biweekly medication set up and nursing phone calls for changes, questions & orders	<input type="checkbox"/> Private Pay
Driving	<input checked="" type="checkbox"/> If client is driven in a vehicle of an Attentive Home Care Employee there will be a per mile fee assessed.	As requested	Mileage fee is \$1.05 per mile.	<input checked="" type="checkbox"/> Private Pay

In the event of medical or situational emergency please contact one of the following who is authorized to sign for the client:

Name: _____ Home Phone: _____ Work Phone: _____

Name: _____ Home Phone: _____ Work Phone: _____

Name: _____ Home Phone: _____ Work Phone: _____

CONTINGENCY PLAN

If scheduled services are unable to be provided by the agency, the actions to be taken by the client/representative, or agency are:

Call client and/or family to notify of cancellation. Reschedule as needed.

Name of the person(s) providing backup services are: Family.

Emergency medical services will be summoned unless there is a physician signed DNR/DNI order or other directive on file.

Agency representatives are available 24 hours per day.

Agency Phone Number: 612-447-5958

Home Care Nurse Name: _____ Home Care Nurse Signature: _____

Attentive Home Care Management Name: _____ Attentive Home Care Management Signature: _____

Receipt of Required Documentation:

I have read/received and signed the documents listed below:

- Service Agreement Plan
- Statement of Home Care Services
- Minnesota Home Care Bill of Rights
- Vulnerable Adult Abuse Prevention & Reporting
- Advance Directive Information
- Emergency Plan
- Incident Complaint Policy
- Authorization to Share Information
- Notice of Use and Disclosure Practices (Privacy Notice)
- HIPAA
- Grievance Policy & Complaint form
- Client Assessment/Evaluation
- Medication Management (if appropriate)
- Review of each medication, dosage, route, frequency, side effects
- Client Allergies to Medication
- Instructions related to the medication & specific to me
- Storage
- Client Administered Staff Administrated Staff Reminders
- Other: _____

The RN or Attentive Home Care Management has discussed, reviewed and educated me and/or my representative on the information listed above.

The terms of this Agreement are agreed to by the parties:

Signature (Client or Authorized Representative) _____ Date

Signature (Responsible Party) _____ Date

Signature and Title of Witness _____ Date