

EUROPEAN EXPERT CARE AGENCY, INC.
LICENSED HOME CARE AGENCY, 110 Norman Ave. Brooklyn, NY 11222
Tel: 718-349-0099/Fax: 718-389-0172
CLIENT/AGENCY CONTRACT

CLIENT NAME _____
ADDRESS _____

Thank you for choosing EUROPEAN EXPERT CARE AGENCY, INC. (the "Agency") to assist you with your health care needs. This Client/Agency Contract (the "Contract") is the agreement between the Agency to provide, and you and/ or your duly authorized representative (hereinafter, collectively referred to as "You") to timely pay for, home health care services for a nurse/home health aide/personal care aide (hereinafter, the "Aide") as set forth herein.

Client Responsibilities (Payment)

- 1) Our charges are \$ _____ for _____ to be provided _____ per week. In addition a deposit of _____ will be paid to the Agency before services are started. Time and a half will be charged for the following holidays: Thanksgiving, Easter (day and night), and Christmas (day and night), New Year's Eve (day and night), Memorial Day (day and night), Independence Day (day and night), Labor Day (day and night).

If your condition involves insurance coverage, You will direct payments for services to the Agency via your insurance carrier. Services are subject to verification of insurance coverage.

You are, however, responsible for the payment of these services in full, including all charges not covered by insurance or other third-party payers. Non-payment may result in termination of service.

Attached to this agreement is the Agency's list of billing fees. The Agency will bill You for services provided on a biweekly basis, and You will pay those invoices within 14 calendar days of the date appearing on the invoice. If payment is not timely made, You will be assessed, and pay, a monthly late fee of five (5) percent of the delinquent amount, compounded monthly up to an annual maximum late fee of twenty (20) percent.

As noted above, You are also required to pay a deposit to the Agency. The deposit will not be used as direct payment for service; instead, the deposit will be kept on account and will be used as partial payment to the Agency if You do not pay your bill, or are late in paying your bill. The deposit/remainder of deposit will be refunded within thirty days of termination of service if account is current.

After one year of employment, the Aide provided to you by the Agency is entitled to one full week of paid vacation.

- 2) Prohibition on dispensing medication (prescription or non-prescription). No Aide is permitted to dispense prescription or non-prescription medication to You. You understand that if an Aide does so, she is acting without authorization from the Agency, and is directly violating Agency policy. You agree that You will not hold the Agency responsible for any situation arising from an Aide's failure to comply with this Agency policy.
- 3) Exclusivity – agreement to not hire our Aides privately. All contracting with Aides is to be made through the Agency, and You will not seek to employ any of our Aides privately during his/her length of service, or within six (6) months of the completion of their service.
- 4) Information received. You acknowledge having received, and explained to you : (a) a form entitled "Patient's Rights;" (b) European Expert Care Agency's Patient Complaint Document ; (c) written information concerning your individual right to formulate advance directives; (d) the Agency's Advance Directive Checklist; (e) a copy of the Agency' policies and procedure concerning the "Self Determination Act" and the N.Y. State Information Sheet on "Planning in Advance for Your Medical Treatment"; (f) Live-in Guidelines and information regarding Emergency/Disaster Preparation and (g) Fraud and Abuse Policy.
- 5) HIPAA consent. You acknowledge having received, had explained to you, and signed a written HIPAA Consent form (the "Consent") authorizing the Agency to release the information described therein to persons or entities for the purposes of treatment, payment, and healthcare operations. You also hereby acknowledge that You have read, and have been given the opportunity to obtain a paper copy of, HIPAA's Privacy Rule notice (effective 4/14/2003), which describes how medical information about You is used and disclosed and how You can get access to this information.

- 6) Prohibition on transportation. An Aide may, upon your request, contact a taxi or similar service to transport You to a location outside the home, and the Aide may accompany You to that location. The Agency does not provide transportation services, and it is against Agency policy for an Aide to transport You in any manner, for any purpose, or under any circumstances other than those stated immediately above (i.e., to contact a taxi or similar service on your behalf). You understand that any other activity undertaken by an Aide to transport you is directly contrary to Agency policy, and without authorization from the Agency. You agree that You will not hold the Agency responsible for any situation arising from an Aide's failure to comply with this Agency policy.
- 7) Costs and fees. Each party to this Contract shall be entitled to its costs and damages in the event of a breach of it by the other party. Those damages shall include all reasonable attorneys' fees incurred by the prevailing party in any legal action brought as a result of such contractual breach, as well as collection costs.

Agency Responsibilities

- 1) Agency Availability. The Agency will make reasonable efforts to be available to You via telephone 24 hours a day, seven days a week. There may, however, be situations that affect the Agency's availability and for which the Agency bears no responsibility including, without limitation, interruptions in telephone service or connectivity beyond the Agency's control.
- 2) Job descriptions/duties. The Agency will provide you with a copy of the job description for the Aide You employ, detailing his/her functions, upon request.
- 3) Personnel. The Agency will make reasonable efforts to provide the same Aide to you throughout the duration of this Contract. The Agency may, however, make personnel substitutions from time to time.
- 4) Continuity of care. There may be occasions when the Agency is unable to provide an Aide on a particular date, or series of dates. In that event, the Agency's responsibilities are limited to the following: (a) the per diem fee for that Aide will be deducted from your bill; (b) the Agency will attempt to timely contact You, and/or one or more of the next of kin listed by You on the "Client's Order Sheet," to inform You and/or them of the situation, and to give You and/or them the opportunity to make alternative care arrangements; (c) if requested by You and/or them, the Agency will make reasonable efforts to contact other licensed home care agencies on your behalf to provide additional coverage; and (d) in the event that the Agency is unable to timely contact You or one or more of the persons listed by You on the Client's Order Sheet, the Agency will call "911" to inform local officials of the situation.

Note: The Agency has no responsibility for any acts or omissions made by, or on behalf of, any other licensed home care agency contacted by the Agency at your request to assure continuity of care (see section 4(c), above. In the event that such assistance is requested by You, the Agency will rely on the representations of the home care agency that it is, in fact, duly licensed and will make no other inquiries of that agency's status, and/or of the qualifications of its agents and employees.

- 5) Monitoring Aide's performance. Twice a year the Agency will supervise and evaluate patient care and the Aide's performance using one or more of the following methods: (a) telephone communications; and/or (b) scheduled or unscheduled in-home visits; and /or (c) conferences with Aides, caregivers, physicians, nurses and clients. If You desire more frequent evaluations, the Agency will do so for a fee of _____.

Agency Charges

The Agency's current charges, per hour, are:

RN _____, LPN _____, HHA _____, PCA _____, H-MAKER _____, H-KEEPER _____, LIVE-IN _____

Shifts of 8 hours or more require You to provide the Aide with at least one meal; live-in with 3 meals a day.

If you do not wish to provide an Aide with meals, you will be charged an additional _____ per day.

No Third-Party Beneficiaries

Nothing in this Contract shall be construed to create any rights or remedies for the benefit of, or create any obligations to, any person or entity other than You and the Agency.

Termination of the Contract

Either You or the Agency may terminate this Contract without cause and without further liability to pay for or perform any services by providing written notification at least two (2) days prior to the desired termination date. Notwithstanding any such termination, any compensation owed pursuant to this Contract shall continue to be due and

payable with regard to the services performed prior to the termination date. The Contract shall remain in effect until terminated by You or by the Agency.

Notices

All notices required or permitted to be given under this Contract to the Agency must be addressed to the Agency's business address, as stated herein, either by telefax or by certified or registered mail.

Waiver

Failure by You, or by the Agency, to enforce compliance with any term or condition of this Contract shall not constitute a waiver of such term or condition. A waiver of any breach or default under this Contract shall not constitute a waiver of any subsequent breach or default.

Assignment

This Contract is not assignable by You or by the Agency.

Governing Law

This Contract shall be interpreted and construed in accordance with the internal laws of the State of New York, without reference to such State's conflict of laws principles.

Severability

If any term or provision of this Contract or the application thereof is invalid or unenforceable to any extent, and the intent of the parties to this Contract are not materially frustrated or negated thereby, then the remainder of this Contract or application of such term or provision or provision to circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and shall be enforced to the extent permitted by law.

Authority

Each party represents and warrants to the other that they have the legal authority to enter into this Contract, which constitutes a valid and binding agreement enforceable agreement by its terms.

Modifications

No addendum, supplement, modification or amendment of this Contract is binding unless executed in writing by both You and by the Agency.

Entire Agreement

This Contract constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes any and all prior agreements, offers, proposals, representations and understandings of the parties, written and oral.

I, the Client, have read and understood this Contract. I hereby acknowledge, and affirmatively represent that I understand the rights and obligations described in this Contract, and have had adequate opportunity to ask questions and obtain satisfactory answers about those rights and obligations.

Date _____

(SIGNATURE)

RELATIONSHIP TO CLIENT _____

(If other than client, explain why client can not sign)

Date _____

(SIGNATURE-TITLE)

Please direct all questions, problems, etc. to the Agency for clarification. We trust you will be satisfied with our services.