



Home Care Services & Financial Agreement

Start of Care Date: _____ Care Manager: _____ Date of Initial Visit: _____

PROVIDER INFORMATION	
Parentis Home Care Providers Inc., a Parentis Health company	
Address: 24012 Calle De La Plata Suite 400 A	Home Care Organization #: 304700074
City, State, Zip: Laguna Hills, CA, 92653	CAHSAH #: 0144366 (PH, 2016)4
Phone: (949)570-0153 Fax: (949) 215-0213	Primary Contact: Lorena Gutierrez
Email: Lorena.Gutierrez@parentishealth.com	

CLIENT INFORMATION	BILLING INFORMATION
Name:	Same as Client Information:
Address:	Address:
City, State, Zip:	City, State, Zip:
Phone:	Phone:
Date of Birth:	Email:

CLIENT'S RESPONSIBLE PARTY	LONG-TERM CARE INSURANCE BILLING INFORMATION (if applicable)
Name:	Insurance Carrier Name:
Address:	Policy #: _____ Claim #: _____
City, State, Zip:	Phone: _____ Fax: _____
Phone:	Email:
Email:	Select One: Assign Benefits <input type="checkbox"/> Courtesy Bill <input type="checkbox"/>
Relationship:	Client Social Security #: _____ (Required for Assignment of Benefits)

Initial _____

HOURLY FEES

Traditional Home Care Hourly Rate: <div style="text-align: right;">_____ Int.</div>	\$ _____ (>5 hours) \$ _____ Base Hourly Rate \$ _____ Live-in or Daily Rate <div style="text-align: right;">_____ Int.</div>
Overtime Rate: (After the 9 th hour) Holiday Rate = (1.5x Base Rate) _____ Int.	\$ _____ Over Time Rate _____ Int.

PACKAGE SELECTION

Starter Package (7 hrs.)	In FULL \$ _____	OR	2 payments of \$ _____
Best Value Package (12 hrs.)	In FULL \$ _____	OR	2 payments of \$ _____
Complete Package (24 hrs.)	In FULL \$ _____	OR	3 payments of \$ _____

Disclaimer: All packages expire 30 days from purchase date. If the care is received during this 30-day window, the packaged hours may be split up and used on different days. *Fees/Billing terms apply; section 12.

1. PARTIES: This Service Agreement (the "Agreement") is between **Parentis Home Care Providers, Inc.** ("PARENTIS HOME CARE") and _____ ("Client") / _____ ("Responsible Party"). Client/Responsible Party agrees to be bound by all the terms of this Agreement that apply to and bind Client, including but not limited to payment of all fees and costs, and the Disclaimer/Hold Harmless/Limitation of Liability section.

2. SERVICES: PARENTIS HOME CARE will make reasonable efforts according to applicable law to provide non-medical, personal attendant companionship services to Client. Client understands and agrees that a Home Care Aide ("HCA") working in Client's private home will be considered a Home Care Aide under California Wage Order 15 and the Federal Fair Labor Standards Act.

If the HCA works in Client's private home, the HCA providing services to Client must spend at least 80% of her or his time during a shift supervising, feeding and or dressing Client. The HCA will spend less than 20% of her or his time during a shift on work other than supervising, feeding and or dressing Client. Client specifically confirms that any housekeeping should only relate to areas of the residence that Client uses, and that regardless, the HCA must spend less than 20% of his or her working time per shift on housekeeping.

Initial _____

Client understands and agrees that caregivers will not perform medical procedures for Client, and that caregivers will not administer controlled or prescription medication to or for Client. Similarly, Client understands and agrees that caregivers do not offer medical, nursing or skilled services, and that no caregiver has any responsibility to diagnose or medically treat Client's illnesses, injuries or changes in medical condition. Additionally, Client understands and agrees that if a caregiver is a nurse, a certified nursing assistant ("CNA") or certified home health aide ("CHHA") employed as a caregiver by PARENTIS HOME CARE, the caregiver may only provide non-medical companionship care, and may not use his or her nurse, CNA or CHHA title, act as a nurse, CNA or CHHA, or perform nursing, CNA or CHHA duties as a caregiver.

Initial _____

SERVICES/LIVE-IN: If a caregiver works as a personal attendant on a 24-hour shift for Client, Client agrees to provide adequate sleeping facilities for the caregiver. Client further agrees to allow the caregiver to have eight hours of sleep during the 24-hour shift and pay PARENTIS HOME CARE at Client's hourly rate, plus applicable overtime, for any work which interrupts the caregiver's eight hour sleeping period. Further, if the Client does not provide the caregiver with adequate sleeping facilities or if the caregiver cannot get at least five uninterrupted hours of sleep during the eight hours of sleep time, Client understands and agrees that Client must pay for the caregiver's time at the 1.5 overtime hourly rate.

For live-in caregivers, Client agrees to provide sleeping facilities for the caregiver, including a separate bedroom and bed for the caregiver, linen, a bathroom, and bathing facilities. The lodging must be available to the caregiver for full-time occupancy, and be adequate, decent and sanitary according to usual and customary standards. Additionally, for live-in caregivers, Client agrees to provide three meals per day to the caregiver. The meals must consist of an adequate, well-balanced serving of a variety of wholesome and nutritious foods. Client agrees to pay PARENTIS HOME CARE \$25.20 for any day that Client fails to provide the live-in caregiver with three meals per day.

Initial _____

No live-in caregiver shall be required to work more than five (5) days in any workweek without a day off of not less than 24 consecutive hours except in an emergency as defined in Title 15 subsection 2(D), provided that the employee is compensated for time worked in excess of five (5) workdays in any workweek at one and one-half times the employee's regular rate of pay for hours worked up to and including nine (9) hours. Time worked in excess of nine (9) hours on the sixth (6th) and seventh (7th) workdays shall be compensated at double the employee's regular rate of pay.

Client agrees to immediately notify PARENTIS HOME CARE if a caregiver does not perform his or her job duties consistent with all the provisions of this Services section or if Client has not fulfilled all his or her obligations under this Services section. Client agrees to assume financial responsibility for any additional wages, overtime, interest, penalties, attorneys' fees and costs that may result from Client directing a caregiver to perform his or her job duties inconsistently with the provisions of this Services section or Client not fulfilling all his or her obligations under this Services section. If Client does not promptly notify PARENTIS HOME CARE otherwise, the parties agree that all the services described in this Services section were performed as described during every shift a caregiver worked for Client. Client agrees to provide a safe working environment for PARENTIS HOME CARE's employees and comply with all applicable laws, regulations, PARENTIS HOME CARE's policies and this Agreement during PARENTIS HOME CARE's services for Client.

3. **CANCELLATION:** If Client desires to cancel an employee's shift, Client must notify PARENTIS HOME CARE as soon as reasonably possible, and by no later than **72 hours** prior to the start of a shift, except in cases of Client's unexpected hospitalization. Client agrees to pay PARENTIS HOME CARE for the full scheduled shift if Client does not meet this cancellation notice requirement. All schedule changes must be made directly with PARENTIS HOME CARE's office, and not with a caregiver.

Initial _____

Initial _____

4. **VEHICLE USAGE & OTHER EXPENSE REIMBURSEMENT:** If Client allows an PARENTIS HOME CARE employee to drive Client's vehicle as part of the employee's work for Client, Client agrees to (1) notify and obtain permission from PARENTIS HOME CARE before the PARENTIS HOME CARE employee uses Client's vehicle; (2) properly maintain the vehicle; (3) maintain a current and valid registration for the vehicle; (4) carry all legally required insurance, including insurance coverage for PARENTIS HOME CARE as an additional insured and the PARENTIS HOME CARE employee; and (5) provide proof of maintenance, registration and insurance to PARENTIS HOME CARE upon PARENTIS HOME CARE's request. Client similarly agrees to obtain PARENTIS HOME CARE's prior permission for an employee to drive his or her own vehicle on Client's behalf.

Client agrees to pay PARENTIS HOME CARE **\$1.50** per mile including services charges if an employee uses her or his own vehicle for errands or transportation on Client's behalf. Client also agrees to reimburse PARENTIS HOME CARE for all costs or expenses the caregiver or PARENTIS HOME CARE incurs on behalf of Client.

5. **VALUABLES:** Client agrees to secure Client's weapons and valuables, including but not limited to cash, jewelry, and confidential financial and personal information. Client shall file a police report in the event that any cash or valuable is found to be missing from Care Recipient's premises. In addition, Client shall maintain insurance coverage for the theft or loss of cash or valuables. **Initial _____**

The client also agrees to contact PARENTIS HOME CARE as soon as possible for them to make their own internal investigation. The client further agrees not to give any gifts, loans, bonuses, tips, payments, or advance any money to PARENTIS HOME CARE's caregivers without prior express permission from PARENTIS HOME CARE.

6. **SERVICE INTERRUPTIONS:** If PARENTIS HOME CARE personnel do not arrive as scheduled, Client agrees to promptly notify PARENTIS HOME CARE. Although PARENTIS HOME CARE will make reasonable efforts to provide service to Client, Client understands and agrees that service interruptions may occur. Client understands and agrees that PARENTIS HOME CARE's services will not guarantee Client's safety or prevention of health issues.

7. **NON-SOLICITATION:** Client understands and agrees that PARENTIS HOME CARE has incurred considerable expense in recruiting, screening, hiring, training and staffing employees. Thus, while using PARENTIS HOME CARE's services and for a period of one year after termination of PARENTIS HOME CARE's services with Client, Client agrees not to solicit, hire or otherwise engage any caregivers who have performed substantial work for Client to work directly for Client as a caregiver or to work indirectly for Client as a caregiver through another person or entity. If Client directly or indirectly hires or otherwise engages a caregiver who performed substantial work for Client during the time Client used PARENTIS HOME CARE's services or for one year after Client ceases using PARENTIS HOME CARE's services, Client agrees to pay PARENTIS HOME CARE \$12,000.00.

8. **INFORMATION & UPDATES:** Client agrees to provide PARENTIS HOME CARE with all pertinent information necessary for Client's care, as well as accurate and current insurance (where applicable) and billing/payment information. Client also agrees to promptly notify PARENTIS HOME CARE of any relevant changes to any of the aforementioned information.

9. **CLIENT CONCERNS:** Client agrees to promptly notify PARENTIS HOME CARE of any concerns or complaints Client has regarding caregivers or any PARENTIS HOME CARE services. If Client's concern or complaint is not resolved to Client's satisfaction, Client agrees to promptly contact PARENTIS HOME CARE's Director to further discuss the matter. If Client does not promptly raise any concerns or complaints as required under this Agreement, or promptly appeal any such issues with PARENTIS HOME CARE's Director, the parties agree that PARENTIS HOME CARE's service is satisfactory.

Initial _____

10. **DISCLAIMER/HOLD HARMLESS/LIMITATION OF LIABILITY:** To the maximum extent permitted by law, PARENTIS HOME CARE disclaims and makes no express or implied guarantees, representations or warranties about any information, services, caregivers, or employees it provides to Client. Client and Responsible Party understand and agree that Client's use of PARENTIS HOME CARE's services is at Client's own risk.

Additionally, to the maximum extent permitted by law, Client and Responsible Party shall indemnify, defend and hold PARENTIS HOME CARE and its owners, agents, caregivers, employees, officers, directors, attorneys, representatives, and affiliated persons and entities harmless against any damages or liability arising out of or in any way in connection with Client's negligence, omission(s), conduct or misconduct.

Finally, in no event shall any party to this Agreement, including Client, Responsible Party or PARENTIS HOME CARE, be liable for consequential, incidental, exemplary, punitive, special or indirect damages of any kind. Further, a party's aggregate liability for damages of any kind under this Agreement - excluding Client's potential financial obligations as stated in Section 2 of this Agreement; the fees, costs and interest related to collections as referenced in Section 3 of this Agreement; the stipulated damages provision in Section 8; and the indemnity, defense and hold harmless provisions in Section 11 of this Agreement - shall be limited to the amount of the fees received by or owed to PARENTIS HOME CARE (whichever is greater) from Client during the 30 days prior to termination of PARENTIS HOME CARE's service with Client. If any waiver, exclusion or limitation of damages is not permitted by law, the parties' liability to each other is limited to the maximum extent permitted by law.

11. **MISCELLANEOUS:** This Agreement will be deemed to have been made and delivered in Laguna Hills, CA and thereby shall be governed as to validity, interpretation, construction, effect and in all other respects by the internal laws of the State of California without giving effect to its conflicts of laws principles or rules. Each of the parties agrees that any dispute arising out of or relating to this Agreement shall be resolved through litigation in the federal court located in Orange County, California, or in the event such court lacks subject matter jurisdiction, in the state court located therein, and the parties hereby irrevocably consent to personal jurisdiction in the courts thereto. Parties hereby waive, to the fullest extent permitted by applicable law, any right to trial by jury with respect to any action or proceeding arising out of or related to this Agreement. Each of the parties irrevocably consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party is to receive notice in accordance with this Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties with respect to the subjects covered in this Agreement and Parentis Home Care's services. Except as stated in the Agreement, this Agreement shall not be amended except in a mutually agreed upon writing signed by Client and or Responsible Party (as applicable) and an authorized representative of Parentis Home Care expressly stating an intent to amend this Agreement.

Client and/or Responsible Party represents that he or she has carefully read and fully understands the scope and effect of all of the provisions of this Agreement; that he or she has had all such time that he or she desires within which to consider this Agreement; that he or she has been advised to and had the opportunity to consult with an attorney of his or her own choosing and at his or her own expense to review this Agreement; and that he or she has availed himself or herself of this opportunity to the extent, if any, that he or she wished to do so.

The terms of this Agreement are severable. The invalidity or unenforceability of any provision within this Agreement shall not affect the application of any other provision, provided that the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable. Further, consistent with the purposes of this Agreement, any otherwise invalid provision may be reformed and, as reformed, enforced by any party to this Agreement. No waiver of

Initial _____

any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision.

Each party to this Agreement agrees that the other party is not responsible for any events or circumstances beyond its control (including but not limited to war, riots, embargoes, strikes and or acts of God) that prevent the party from meeting its obligations under this Agreement.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original. Such counterparts, when taken together, shall constitute but one agreement. The section captions contained in this Agreement are for convenience only and do not constitute a part of its terms and provisions.

12. **FEES AND BILLING:** Client agrees to pay PARENTIS HOME CARE overtime of 1.5 times the rates listed below for HCAs who work more than nine (9) hours in a day and or more than forty-five (45) hours in a week for Client. For caregivers who are not HCAs and or who do not work in Client's private home, Client agrees to (1) pay PARENTIS HOME CARE overtime of 1.5 times the rates listed above for work of more than nine hours in a day, 45 hours in a week, and or for the first nine hours of work on a seventh consecutive day of work for Client; (2) pay PARENTIS HOME CARE overtime of twice the rates listed above for work of more than 12 hours in a day and or for work of more than eight hours on a seventh consecutive day of work; and (3) allow the caregiver to take a ten minute rest period for every four hours or major fraction thereof worked, and to take a 30 minute meal period for every five hours worked (unless otherwise agreed with PARENTIS HOME CARE).

Client also agrees to pay PARENTIS HOME CARE a deposit for one week of estimated service before PARENTIS HOME CARE begins providing services to Client. PARENTIS HOME CARE will apply this deposit to Client's final invoice and refund any remaining funds at the termination of service for Client. Client understands and agrees that PARENTIS HOME CARE may modify this fee schedule and deposit requirement with 30 days prior written notice to Client.

PARENTIS HOME CARE will bill Client weekly, unless Client purchases a Package Selection. "Starter Package" and "Best Value Package" are billed biweekly starting on the first Monday following the purchase date. The "Complete Package" is billed on the 1st, 2nd, and 4th Mondays following the purchase date. Client understands and agrees that PARENTIS HOME CARE's invoices are due and payable upon PARENTIS HOME CARE's transmission of the invoice to Client and will be considered delinquent if not paid within ten days of transmission of the invoice to Client. Client understands and agrees that Client is responsible and agrees to pay PARENTIS HOME CARE for the full cost of Client's requested services whether or not these expenses are reimbursable or reimbursed by Client's insurance, if any, or any governmental or other benefit. Client agrees not to pay the caregiver directly for any services.

Except as stated in this Agreement, all fees are non-refundable, earned in full, and due and payable according to the terms of this Agreement. If any fees or portions thereof are not paid when due and become delinquent, PARENTIS HOME CARE will charge interest on the unpaid amount of the fee. Interest will be calculated by multiplying the unpaid balance by the periodic rate of 1.5% per month (18% ANNUAL PERCENTAGE RATE). The unpaid balance will bear interest until paid. If Client's account is turned over to an agency or other entity for collection, all fees, costs and interest, including but not limited to attorney's fees and costs, incurred relating to the collection activity will be added to Client's balance and be payable to PARENTIS HOME CARE according to the terms of this Agreement, and Client agrees to pay PARENTIS HOME CARE all such fees, costs and interest.

Client agrees to pay PARENTIS HOME CARE any charge PARENTIS HOME CARE incurs if Client's check or other payment is returned or refused.

Initial _____

Client agrees to pay PARENTIS HOME CARE for any services used according to the hourly fees table listed in this agreement. Additionally, Client agrees to pay PARENTIS HOME CARE 1.5 times the aforementioned hourly rates for work on the following holidays, plus applicable overtime, if any: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving; Christmas Day. Client agrees to provide two weeks' notice to PARENTIS HOME CARE if Client will not require service on any of the aforementioned holidays.

Client further agrees to provide PARENTIS HOME CARE with a valid credit card number, expiration date, security code and other information to process payment; understands and agrees that PARENTIS HOME CARE shall charge Client's credit card for all fees and charges owed to PARENTIS HOME CARE including a **3.5% credit card service charge**. If Client fails to pay all fees and charges in a timely manner according to the terms of this Agreement; hereby irrevocably authorizes PARENTIS HOME CARE to place charges on said account in accordance with this Agreement; and agrees to pay all such charges and fees billed to Client's credit card according to the terms of this Agreement. Client will immediately give PARENTIS HOME CARE new credit card information if Client's ability to use the credit card ceases for any reason.

13. **TERMINATION:** Either Client or PARENTIS HOME CARE may terminate this Agreement with seven days prior written notice to the other party. However, to the maximum extent permitted by law, PARENTIS HOME CARE in its discretion may terminate the Agreement immediately, verbally and without notice if (1) Client becomes abusive to a PARENTIS HOME CARE employee; (2) PARENTIS HOME CARE cannot meet Client's needs; (3) the caregiver's work environment is unsafe or unhealthy; or (4) Client or Responsible Party fails to pay PARENTIS HOME CARE's fees pursuant to this Agreement.

Client agrees to pay PARENTIS HOME CARE all fees, charges and costs due in full at the time of the Agreement's termination. If Client fails to provide PARENTIS HOME CARE with the required seven-day notice of termination of this Agreement, Client agrees to pay PARENTIS HOME CARE for a minimum of seven days services from PARENTIS HOME CARE. Sections 1, 2, 3, 5, 6, 8, 11, 12 and 13 of this Agreement shall remain in effect even after termination of this Agreement.

The parties to this Agreement represent and warrant that they have carefully read this Agreement, that they fully understand its final and binding effect, and that they agree to all of its terms.

Client

Date

Responsible Party

Date

Parentis Health Home Care Providers, Inc.

Date

Initial _____

Payment Authorization Form

Schedule your payment to be automatically deducted from your bank account, or charged to your Visa, MasterCard, American Express or Discover Card.

Recurring Payments Will Make Your Life Easier:

- It's convenient (saving you time and postage)
- Your payment is always on time (even if you're out of town), eliminating late charges.

Here's How Recurring Payments Work:

You authorize regularly scheduled charges to your checking/savings account or credit card. You will be charged the amount incurred each billing period. A receipt for each payment will be emailed to you and the charge will appear on your bank statement as an "ACH Debit." You agree that no prior notification will be provided.

Please circle one: **One Time Payment** **Recurring Payment*** _____ **Initial & Date**

Please complete the information below:

I _____ authorize Parentis Health to charge my credit card or debit my account for a 1 week deposit in the amount of \$_____ (or by Ck#_____) as indicated in our feed and billing section of this agreement. You will also be billed on the Monday of each Week for payment of Home Care Services used. ***Recurring Payment will be charged the amount incurred each billing period.**

Billing Address: _____ Phone: _____

City, State, Zip: _____ Email: _____

Checking/Savings

Debit/Credit

<p>Circle: Checking Savings</p> <p>Name on Acct. _____</p> <p>Bank Name _____</p> <p>Account # _____</p> <p>Bank Routing # _____</p> <p>Bank City/State _____</p>	<p>Is this a debit card? Yes No</p> <p> Visa MasterCard</p> <p> Amex Discover</p> <p>Cardholder Name _____</p> <p>Account # _____</p> <p>Exp. Date _____</p> <p>Card ID# _____</p>
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I authorize this credit card to be charged per the terms above. **A service fee of 3.5% will be added for all credit card transactions.** I also authorize Parentis Health to charge my credit card for future charges approved verbally or written by me.

SIGNATURE _____ **DATE** _____

Initial _____