

SERVICE AGREEMENT CONTRACT
Helping Hearts PCA Services--Home Care Services, Inc.

Client: _____ Responsible Person: _____

Address: _____ Address: _____

City: _____ State: __ Zip: _____ City: _____ State: __ Zip: _____
Home Phone: _____ Cell: _____ Home Phone: _____ Cell: _____

Signature: _____ Signature: _____

Service Invoices will be mailed to: (Address, City, State, Zip Code)

Desires to enter into Service Contract Agreement with _____ (agency)

The following non-medical and Home Care Giving services:

SERVICES TO BE PROVIDED

- Meal Preparation and Feeding
- Bathing and Personal Care and Grooming
- Light Housekeeping
- Bedside Care for minor temporary illness
- Errands and Groceries
- Medication Supervision and Dispensing
- Day shifts and Night shifts
- Long term care and short term care

Rates:

\$ _____ per hour (minimum 6 hours a day)

\$ _____ per day

\$ _____ 24 Hour care (contingent upon services rendered)

Starting Date of Services:

From _____ to _____

Rates are subjected to change upon 7 days of notice depending on the actual level of care and services required, as assessed by the actual Caregiver. will provide a reliever on the day offs, if applicable

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PAYMENT

Payment options:

____ **Bi- Monthly Payment** The payment is twice a month, every two weeks in a month. Payment will be due on the 15th and the 30th of every month , (exception Feb. payment due On the 28th of the month.) The first (2) two weeks payment shall be due at the time of signing this Service Agreement contract and considered as the advance payment. ____ (initial)

____ **Weekly Payment** The payment is once a week. The billing cycle is on every Friday of the week. The first (1) week payment shall be due at the time of signing this Service agreement Contract and considered as the advance payment.
____ (initial)

The check for the payment can be mailed to:

____ Mailed to: Amity In-Home Care Services, Inc.
P.O. Box 6413 Torrance, CA 90504

REFUNDS

Any refunds shall be prorated based on a daily basis from the notice of termination of contract.

PIRATING CLAUSE

Pirating practices or hiring the caregiver directly and secretly, inside this agreement is strictly prohibited. In the event that the undersigned, family, or anyone directly in relation to the client, secretly hires the agency's caregiver in the absence of any written notice whatsoever, the action will be considered a breach of contract. A fee of \$10,000 will be due based upon the financial losses to business and opportunities caused by the violation. A direct violation of this clause will be considered a breach of contract and will be given to our legal counsel for the due legal process of attention and collection.

____ (initial)

DIRECT HIRING CLAUSE

In the event that the undersigned desires to hire the agency caregiver directly within the said written agreement, the undersigned is required to give a written 7 days notice of the request addressed to the agency and agrees to pay the referral fee equivalent to two (2) months pay or two (2) months service contract. Said payment will be given upon the direct hiring of the caregiver. If the undersigned fails to pay and remit the payment within seven (7) working days,

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The non-payment will be given to our legal counsel for the due legal process of attention and collection.

_____ (initial)

TERMINATOR OF SERVICES

In the event that the undersigned desires to terminate the Services provided under this contract, the undersigned agrees to give the agency seven (7) days advance notice.

_____ (initial)

CLIENT

In the event of termination caused by the death of the client within seven (7) days upon the start of service, there shall be a 50% refund of the said payment.

_____ (initial)

INDEMNIFYING CLAUSE

The undersigned fully understands that the provider (a) is a non-medical provider, (b) is not licensed to perform medical services, and (c) the undersigned, indemnify, jointly, and severally hereby forever release, discharge, acquit, and forgive any and all claims, actions, suits, demands, liabilities, judgment, and proceedings both at law and in equity, arising from the beginning of time to the date of termination of this agreement with the Agency Provider, such are caused directly by the negligent acts or omissions by the above items and "Services" and the "agency caregivers" and which result in bodily injury or property damage. This release shall be binding upon insured to benefit the parties, their successors, assigns and personal representatives.

_____ (initial)

ATTORNEY'S FEES

In any case of any litigation, in the prevailing party the "Agency Provider" shall recover the cost and attorney's fees arising from any lawsuits brought against the agency.

_____ (initial)

The undersigned has read, fully understood and by signing below, accepts the terms of this Service Agreement Contract.

_____ BY: _____ Signature of
responsible party of client (Care Provider Agency) (or Client's legal representative)

Date (Day/Month/Year)

85 Park Street Stoughton Ma. 02071 Office (781)547-5450 Fax (