



CLIENT SERVICE AGREEMENT

This Agreement is entered into between _____ who resides at: _____ (“CLIENT”), and CTSH OC, LLC, a California Limited Liability Company *d.b.a.* CARE TO STAY HOME, 640 N. Tustin Ave, Suite 201, Santa Ana, CA 92705 (“HOME”).

CLIENT requests Companionship Services, as defined by the Federal Fair Labor Standards Act “FLSA” and Personal Attendant Services under CA IWC Wage Order 15, to be provided by HOME on an Hourly basis under the terms and conditions herein stated, and HOME desires to provide those services to CLIENT.

1. **Duties of HOME:** HOME will provide an employee to render services in the CLIENT’S home on an Hourly basis **commencing on or about** _____. Days and hours of service shall be:

- | | | | | |
|--------------------------|-----------|---------------|----|---------------|
| <input type="checkbox"/> | Monday | _____ am / pm | to | _____ am / pm |
| <input type="checkbox"/> | Tuesday | _____ am / pm | to | _____ am / pm |
| <input type="checkbox"/> | Wednesday | _____ am / pm | to | _____ am / pm |
| <input type="checkbox"/> | Thursday | _____ am / pm | to | _____ am / pm |
| <input type="checkbox"/> | Friday | _____ am / pm | to | _____ am / pm |
| <input type="checkbox"/> | Saturday | _____ am / pm | to | _____ am / pm |
| <input type="checkbox"/> | Sunday | _____ am / pm | to | _____ am / pm |

Service will be provided in a “**Service Period**” of _____ **days of service in** _____ **calendar days**. The services include those referred to in our “Personal Attendant Services” and include such duties as: personal care, light housework, grocery shopping, meal preparation, and other similar services.

2. **Obligation of CLIENT:** CLIENT, and/or any person financially responsible for CLIENT who becomes a signatory to this Agreement (“Financially Responsible Party”), understand and agree to the following:

- a. Rate for Service in CLIENT’S home or place of residence:

\$ _____ per hour for _____ hours per day for an **Hourly Employee**

- b. Remit a “**Deposit**” amount of \$ _____ payable to HOME prior to the start of services. Should CLIENT increase hours of service, CLIENT understands and agrees to remit any additional Deposit amount due within seven (7) days to HOME. At the conclusion of service, the Deposit amount on file will be reconciled against the last Service Period of CLIENT.

- c. Pay **ONE AND A HALF** times the agreed upon Hourly rate for the following **HOLIDAYS**: New Year's Eve, New Year's Day, President's Day, Easter Day, Mother's Day, Memorial Day, Father's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.
- d. Pay **ONE AND A HALF** times the agreed upon Hourly rate for employees who work overtime hours per applicable California and Federal law. Overtime will be due for hours worked in excess of nine (9) in a day or more than forty (40) in a week (Saturday through Friday) by the same employee.
- e. To maintain accurate billing records, CLIENT agrees to coordinate all schedule changes directly with HOME management. **Any schedule modifications or cancellations must be approved at least seventy-two (72) hours in advance or CLIENT shall be charged for, and agrees to pay the scheduled service.**
- f. In the event HOME accepts CLIENT'S insurance benefits to pay for services, CLIENT and Financially Responsible Party acknowledge and agree that any reimbursement for services not covered by insurance remains the sole obligation of CLIENT and shall be paid by CLIENT and Financially Responsible Party.
- g. Invoices for service are Due Upon Receipt. Payments must be received by HOME within 14 days of the invoice date to ensure uninterrupted service and to avoid late fees. In the event you dispute the costs or fees billed on any invoice you must, within 10 days of receipt of that invoice, advise us in writing, identifying each entry you dispute and the nature of that dispute. If you do not do so, within 10 days we will assume that you do not dispute the cost and fees on the invoice and you expressly waive any right to contest that invoice or any portion of the invoice at a later time.
- h. Due to potential changes in CLIENT'S physical and /or mental health condition, HOME may re-evaluate CLIENT and re-asses the rate for service prior to the start of any Service Period. Should an adjustment in CLIENT rate for service or service schedule occur, CLIENT agrees to remit any necessary Deposit increase to HOME within seven (7) days before the start of the new rate or service schedule. CLIENT and/or Financially Responsible Party will be given at least seven (7) days notice prior to a rate adjustment.
- i. CLIENT expressly acknowledges that all services to be provided by employees of HOME are non-medical. Although HOME employees may hold various medical and/or health care related certifications or licenses, medical and nursing care services will not be provided by HOME and are therefore not included in this Agreement. CLIENT acknowledges that HOME Employee must spend at least 80% of his or her time during a shift supervising, feeding and or dressing CLIENT. HOME Employee will spend less than 20% of his or her 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, HOME Employee must spend

less than 20% of his or her working time per shift on housekeeping.

- j. CLIENT agrees to immediately notify HOME if HOME Employee does not perform his or her job duties consistent with all provisions of this section or if CLIENT has not fulfilled all his or her obligations relating to this Agreement. If CLIENT does not promptly notify HOME otherwise, all parties agree that all the services described in this Obligations of Client section were performed as described during every shift a caregiver worked for CLIENT. CLIENT agrees to provide a safe working environment for HOME Employees and comply with all applicable laws, regulations, HOME Policies and this Agreement during HOME's service for CLIENT.

3. Expense Reimbursement: Expenses should be submitted by employee to HOME for reimbursement. Such expenses will be included on a CLIENT'S billing invoice. CLIENT agrees to pay HOME for any such expenses incurred on behalf of CLIENT. Anticipated expenses may include, but are not limited to, groceries, parking, cab fare, co-pays, etc.

4. Transportation: If CLIENT is transported using a vehicle owned, leased or operated by HOME or employee, CLIENT and Financially Responsible Party agree to pay for that use at the current IRS Standard Mileage Rate for Business plus \$0.25 for each mile driven. All transportation should be documented on a Mileage Reimbursement Log and submitted by employee to HOME for reimbursement and to be included on a CLIENT'S billing invoice.

5. Term of the Agreement: The term of this Agreement is indefinite, and shall be renewed by timely receipt of Payment. Except as otherwise provided herein, this Agreement may be terminated by either party with or without cause upon seven (7) days prior written notice. In the event CLIENT is hospitalized, HOME will suspend services until CLIENT returns home. Such a temporary interruption or suspension of service will not terminate this Agreement. The Agreement may be terminated by HOME verbally and without seven (7) days notice in the following circumstances:

- a. If in its sole and absolute discretion, HOME determines that the health and safety of CLIENT or HOME employees cannot be ensured, or any party at the assignment becomes verbally or physically aggressive or abusive toward any HOME employees.
- b. CLIENT or Financially Responsible Party fails to make Payment on or before the due date.
- c. CLIENT needs full-time care by a licensed healthcare professional or needs to be institutionalized.

6. Termination: In the event this Agreement is terminated, CLIENT'S account shall be reconciled within 14 days. CLIENT and/or Financially Responsible Party agree to pay an administrative fee of \$500 if the termination date occurs before the end of CLIENT'S first Service Period. In the event CLIENT does not provide seven (7) days prior written notice before terminating the Agreement, HOME may deduct up to seven (7) days of service from any refund due. Refunds will be sent within 30 days of termination to the CLIENT or Financially Responsible Party.

7. **Employment Solicitation:** CLIENT and CLIENT'S Financially Responsible Party expressly acknowledge that HOME has invested time and money into the development of its employees. The acceptance of an employee from HOME is an agreement not to solicit, hire or otherwise utilize the services of that employee, either directly or through a third party, for a period of six (6) months following termination of this Agreement. If CLIENT wishes to engage the services of HOME employees directly or through a third party, prior to the end of the six (6) months, CLIENT agrees to pay HOME a fee of ten thousand (\$10,000) per employee. This provision is effective upon CLIENT'S acceptance of services and shall survive the termination of services.

8. **Insurances:** CLIENT and HOME hereby acknowledge that HOME has policies of general and professional liability, workers compensation, non-owned and hired auto liability insurance, and a fidelity bond against employee dishonesty. CLIENT shall maintain, for the duration of the relationship or for as long as caregiver is authorized to drive client's vehicle, personal automobile liability insurance with limits of at least \$100,000/\$300,000 on client's personal automobile. CLIENT'S automobile insurance shall be primary. CLIENT and Responsible Party agree to hold HOME harmless for any damages or claims not covered by insurance. CLIENT's vehicle is not to be driven by the caregiver without prior written authorization by HOME. HOME insurance does not cover loss or damage caused by caregivers operating CLIENT owned or leased vehicle without prior written authorization.

CLIENT and HOME hereby acknowledge and agree that CLIENT's vehicle may be driven by caregivers under the terms outlined in this Agreement. Client Initials _____ CTSH _____

9. **Service Interruptions:** If HOME personnel do not arrive as scheduled, CLIENT agrees to promptly notify HOME. Although HOME will make reasonable efforts to provide services to CLIENT, CLIENT understands and agrees that service interruptions may occur. CLIENT understands and agrees that HOME's services will not guarantee CLIENT's safety, fall prevention or prevention of health issues.

10. **Entire Agreement:** This Agreement constitutes the entire agreement between CLIENT and HOME and supersedes any prior oral or written agreements and can only be amended in writing by mutual consent. There are no other representations, agreements, arrangements, or understandings, oral or written, between CLIENT and HOME relating to this Agreement or its subject matter.

11. **Attorneys' Fees and Forum:** In the event of any litigation over this Agreement, the prevailing party shall be entitled to recover all legal costs and attorney's fees. CLIENT agrees to assume financial responsibility for any additional wages, overtime, interest, penalties, attorney's fees and cost that may result from CLIENT directing a caregiver to perform his or her job duties inconsistently with this Agreement or CLIENT not fulfilling all of his or her obligations as outlined in this agreement. This Agreement shall be governed by and interpreted according to California law.

12. **No Assignment:** This Agreement may not be assigned by CLIENT without the written consent of

HOME. HOME may assign this Agreement and its obligations hereunder to any heirs, assigns or successor to its business by merger or consolidation or to any party acquiring substantially all of the assets of HOME'S business.

13. Severability: In the event any provision of this Agreement is unenforceable, the remaining provisions shall not be affected and shall remain in full force and effect.

14. Financially Responsible Party: The Financially Responsible Party agrees to be jointly and severally responsible for all of the terms of this Agreement including payment of the Service Period Payments hereunder.

15. Counterparts: This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same agreement.

16. Late Fees and Insufficient Funds: All past due payments are subject to a late fee of \$75 per billing cycle (every 14 days). There is a \$35.00 service charge for all returned or denied payments (e.g. checks, EFT, etc.). If CLIENT's account is turned over to an agency or other entity for collections, all fees, costs and interest, including but not limited to attorney's fees and cost, incurred relating to the collection activity will be added to CLIENT's balance and be payable to HOME according to the terms of this Agreement, and CLIENT agrees to pay HOME all such fees, costs and interest.

Executed on this _____ day of _____, 2018 at Orange County, California.

By: "CLIENT"

By: "Financially Responsible Party"

Witness

By: "HOME"
CTSH OC, LLC *d.b.a.*
CARE TO STAY HOME

Title

Care To Stay Home

Personal Care Aide Services

Registered Home Care Aides may provide services including, but not limited to:

Personal Care & ADL Assistance
(Activities of Daily Living)

Bathing Assistance
(Tub, Shower, Sponge)
Hair Care

Oral Hygiene Care
Shaving (Electric or Safety)
Wardrobe Selection

Dressing
Incontinence

Bathroom Assistance
Assist w/ Mobilization
(Wheelchair, Walker and Cane use)

Ambulation Supervision
Bed positioning
Transfers

Transportation Needs

Doctor's Appointment
Personal Appointment
Visiting Family and Friends
Entertainment Outings
Local Errands

Nutrition and Dietary Needs

Cooking
Menu Planning
Special Dietary Needs
Preparation and Service
Assist to Dining Room
Delivery
Grocery Shopping

Housekeeping Needs

Bed Linen Changes
Wash & Dry Dishes
Laundry
Dust & Tidy Rooms
Environmental Safety

Special Needs

Night Checks
Mechanical Lifts
Monitoring Systems Assistance

Medications Reminders

(NO medical care will be given)

Home Care Aides may assist with medications that the client self-administers; however Home Care Aides are not authorized to assist with medication that require administration or oversight by a licensed medical professional.