

CARE PLANNING INSTITUTE

HOME CARE AGENCY SERVICES AGREEMENT

1 INTRODUCTION

This Home Care Agency Services Agreement ("Agreement") is made and effective as of the last date set forth below the signatures of the respective parties.

BETWEEN:




_____ (hereinafter referred to as the "Agency" and shall include its directors, executives, staff and other duly authorized persons), a non-medical home care services company, located at _____

AND:

Care Planning Institute, Inc (hereinafter referred to as the "Services Manager" and shall include its directors, executives, staff and other duly authorized persons), a company organized and existing under the laws of the State of California, with its head office located at: 7545 Irvine Center Drive, Suite 200, Irvine, CA. 92618.

2 BACKGROUND

2.1 Agency is a company which is primarily in the business of providing non-medical home care services to several types of customers including but not limited to veterans, their surviving spouses and/or their families; and

2.2 The Services Manager is a company which is primarily in the business of providing consulting, administrative, and training services to individuals, families, assisted living facilities, and non-medical home care companies across the nation; and

2.3 Agency is desirous of engaging the Services Manager to provide services to Agency's customers on Agency's behalf, and the Services Manager is desirous of providing services to Agency's customers on Agency's behalf in accordance with the terms and conditions set out in this Agreement.

3 SCOPE OF SERVICES

The Services Manager will provide the following services to the Agency during the course of this Agreement:

3.1 **Veteran's Benefits:** Services Manager will provide Agency with support in the form of information with respect to the Veteran's Administration Pension including Aid and Attendance benefit.

3.2 **Marketing Support:** Services Manager will provide Agency with certain marketing materials designed towards recipients of Veteran's Benefits.

3.3 **Potential Clients:** When requested, Services Manager will educate and inform potential clients of Agency regarding their eligibility for Veteran's Benefits.

3.4 **Client Acquisition:** Services Manager will assist the Agency to convert "Potential Clients" to "Active Clients" using its best efforts. In order to convert Potential Clients to

Engaged Clients, Services Manager will draft, execute and implement service contracts (herein after each a "Client Service Agreement") between Services Manager and Potential Clients.

3.5 **Active Clients:** Potential Clients who enter into a Client Service Agreement shall be deemed as Active Clients. As soon as a Potential Client is converted to an Active Client, Services Manager will send a written confirmation to Agency with respect to such Active Client's eligibility to receive the Veteran's Aid & Attendance Benefit.

3.6 **Documents Assistance:** Services Manager shall assist Potential Clients in procuring military records, medical records, marriage certificates, death certificates and other documents or records that may be required by the Department of Veteran's Affairs - alongside the application for Veteran's Benefits. Services Manager shall assist Potential Clients with completing all forms and documents required for filling an application for Veteran's Benefits.

3.7 **Administrative Assistance:** Services Manager shall assist Active Clients in tracking the status of their submitted claim. Services Manager shall also provide administrative assistance to Active Clients regarding post-award documentation requests and audits initiated by the Department of Veteran's Affairs.

4 DUTIES AND RESPONSIBILITIES OF AGENCY

The Agency will adhere to the following duties and responsibilities during the course of this Agreement.

4.1 **Referral of Potential Clients:** Agency shall disclose the contact information of veterans, surviving spouses and their families who are Potential Clients of the Agency's services and wish to apply for the Aid & Attendance Benefit.

4.2 **Agency Services:** Agency shall provide home care services to Active Clients as required. Agency shall not hold Services Manager liable in any way in the provision of such home care services to any Active Clients.

4.3 **Communication:** Agency shall always maintain an open and formal line of communication with Services Manager regarding all matters related to the performance of services to Active Clients under this Agreement.

4.4 **Approval:** Agency must obtain written approval from Services Manager (in the form of a Start of Care Notice) prior to performing home care services with Active Clients if they desire the Veterans Administration to pay for those services.

4.5 **Insurance:** During this Agreement, Agency must maintain, at its own cost, general liability insurance with minimum coverage of at least one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in aggregate per year.

4.6 **Workers' Compensation:** Agency must maintain Workers' Compensation coverage for its home care aides as required by the local, state or federal laws.

4.7 **Records:** Agency shall keep and maintain all records of each Active Client for four years beyond the last day of Active Client's service with Agency.

5 PAYMENT AND FEES

5.1 **Home Care Agency Payments:** Services Manager shall pay Home Care Agency \$_____ per hour for all authorized care services provided to each Active Client – paid Net 30 days AFTER the submission of the Monthly Care Report (MCR). MCR's are due five (5) calendar days after the end of each billing period. Each billing period is one calendar month. Late MCR's will be paid in the next billing cycle - and paid Net 60 days instead of Net 30.

6 CLIENT RETENTION

If a Paid Client voluntarily decides to terminate its home care service agreement with the Agency, Services Manager may at its own discretion continue to provide services to such Paid Client. Services Manager may at its own discretion assist such Paid Client in finding alternative home care services, irrespective of the fact that such alternative home care agency is a competitor of the Agency. Services Manager will notify Agency of Active Client desire to terminate their services and allow Agency the opportunity to remedy such situation within seven (7) business days.

7 REPRESENTATIONS AND WARRANTIES

7.1 **Services Manager represents and warrants:** (i) that Services Manager has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Services Manager's undertaking this relationship with the Agency, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Services Manager will not use in the performance of its responsibilities under this Agreement any confidential information or trade secrets of any other person or entity (iv) that Services Manager has not entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

7.2 **Agency represents and warrants:** (i) that Agency has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Agency's undertaking this relationship with the Services Manager, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Agency will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity (iv) that Agency has not entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement (v) that Agency shall provide Services Manager with information required for effective performance of this Agreement and (vi) that Agency at the time of executing this Agreement and during the course of this Agreement shall maintain appropriate licenses required for performing its services under this Agreement.

8 NON-DISCLOSURE

8.1 **Definition of Confidentiality.** As used in this Agreement, "Confidential Information" refers to any information which has commercial value and is either (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of Disclosing Party, or (ii) non-technical information relating to, including without limitation pricing, margins, merchandising plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans and any other information which is proprietary and confidential to a Party.

8.2 **Nondisclosure and Nonuse Obligations.** Both Parties will maintain in confidence and will not disclose, disseminate or use any Confidential Information belonging to other Party, whether or not in written form. Both Parties shall treat all Confidential Information of other Party with at least the same degree of care as the Party accords its own confidential information. Both Parties shall exercise at least reasonable care to protect its own confidential information. Both Parties shall disclose Confidential Information only to those of its employees who need to know such information.

8.3 All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information to the other Party. Either Party shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information.

9 NON-SOLICITATION

Agency agrees that it will not, either during the period of this Agreement, or for a period of one year after this Agreement has terminated, solicit any of Services Manager's employees for a competing business or otherwise induce or attempt to induce such employees to terminate their employment with Services Manager.

10 TERM AND TERMINATION OF THIS AGREEMENT

10.1 **Term.** This Agreement is effective as of the Effective Date, and shall remain in full force and effect until it is terminated in accordance with Clause 10.2.

10.2 **Termination.** This Agreement will terminate upon the earlier to occur of the following:

- (i) Upon the breach of this Agreement by a Party, the non-breaching Party may terminate the Agreement immediately by providing written notice to the breaching Party; or
- (ii) Either Party may terminate this Agreement by providing seven (7) days advance written notice to the other Party.

11 INDEMNIFICATION

11.1 Services Manager will not be responsible for any and all losses, liabilities, damages, injuries, claims, charges and costs, whether tangible or intangible (collectively, the Losses), to persons or property that in any way arise out of or relate to the performance of the Services whether performed by Services Manager or any other persons/entities under the Services Manager's control or direction, except for those Losses directly arising out of the willful misconduct of the Services Manager.

11.2 Agency shall indemnify, defend, and hold harmless Services Manager, its Trustees, officers, agents, and employees, from liability of any kind, including all claims and losses for injuries to persons or damage to property accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by Agency in the performance of this Agreement. This representation and warranty shall survive the termination or expiration of this Agreement.

12 ASSIGNMENTS

Parties may not assign any of its rights or duties under this Agreement to anyone else.

13 FORCE MAJEURE

13.1 Parties shall not be held liable for any delays or failure in performance of any part of the Service, from any cause beyond their control. This includes, but is not limited to, acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, fires, earthquakes,

nuclear accidents, apocalypse, floods, strikes, power blackouts, volcanic action, unusually severe weather conditions, and acts of hackers or third-party internet providers.

13.2 The Party claiming relief under Clause 14.1 has thirty (30) days within which to cure said breach(es) or dispute the same. If the breaching party is acting in good faith and with due diligence to cure the breach, said thirty (30) day cure period may be reasonably extended by agreement of the parties. If the alleged breaching party cannot or will not cure and/or the parties cannot resolve the problems/situation despite good-faith efforts to do so, then the non-breaching party shall have the right to terminate this Agreement at the end of the cure period (or any reasonable extension thereof previously agreed to by the parties) by furnishing written notice as provided in Clause 10.

14 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of California, without regard to its choice of law principles. In the event either Party files an arbitration claim, lawsuit, or any counterclaim in an arbitration or lawsuit filed by the other Party, regarding this Agreement or the respective rights of the Parties hereunder, then the prevailing Party will be entitled to recover its reasonable attorneys' fees and court costs and fees from the other Party.

15 ARBITRATION

Any controversy, claim or dispute between Services Manager and the Agency arising out of, or relating to, this Agreement or any breach thereof shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association then in force and effect, unless the parties hereto mutually agree otherwise, and will be performed and processed in the County of Orange, California. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law in any court having jurisdiction.

16 SEVERABILITY

If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties.

17 ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

18 AMENDMENT AND WAIVERS

Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the party to be bound. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

19 NOTICES

Any notice, demand, or request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by personal service, or mailed, or emailed to the address set forth above.

20 CONFIDENTIALITY OF RECORDS

The parties shall maintain medical records and Client information in accordance with applicable laws and medical standards, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), and all other federal, state and local confidentiality laws and regulations and each agrees that it shall maintain such records for a minimum of four (4) years after the last date of Services or as required by law, whichever is longer. Subject to applicable laws and regulations, the parties will allow the other reasonable access to records pertaining to Services provided under this Agreement, including, without limitation, materials and supplies, billing records, insurance information, written prescriptions, medication records and financial and historical data of Clients receiving Services. Notwithstanding any provision to the contrary, the parties hereto agree that all medical records maintained with respect to clients receiving Services hereunder are and shall remain confidential and shall not be released or disclosed to others absent properly executed consent/release forms, and then only in accordance with the law.

21 INDEPENDENT CONTRACTORS

The parties shall at all times act and perform as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture relationship, or any other joint business between the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Care Planning Institute:

Home Care Agency:



Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Title: _____

Cell Phone: _____

Date: _____

End of Document.