

Obligation of Client

Definition: Service Period is one calendar month

- The client will be responsible for a Service Period payment upon renewal of this Agreement within five days prior to start of each month.
- The Agency reserves the right to re-evaluate the client and reassess the fee prior to a new Service Period, based on the client's need(s).
- The client, or any person responsible for the client, agrees to pay ONE AND A HALF times the agreed upon live-in or hourly rate as overtime when the caregiver works more than 40 hours per week and for the following holidays: New Year's Day, Easter Sunday, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, and Christmas Day.
- The client will provide adequate, proper, and reasonable accommodations for the caregiver's sleeping conditions, food, and nutritional support. The Client will ensure the caregiver obtains eight hours of sleep in a 24-hour period, including an uninterrupted and continuous period of at least five hours.

Expense Reimbursement

- The client will reimburse the caregiver's expenses incurred on behalf of the client within seven days of receipt of proof of expenses. Expenses may include, but are not limited to: groceries, parking, bus fare, transportation utilizing caregiver's automobile, etc.
- The client will reimburse the caregiver for transportation provided utilizing the caregiver's automobile at the current reimbursement rate per mile.

Terms of Agreement

- Term is indefinite and will be renewed by timely receipt of next Service Period Payment. (See Obligation of Client.)
- Except as otherwise provided herein, this Agreement may be terminated by either party with five days prior written notice.
- In the event of a client's hospitalization, the Agency will suspend caregiver services until return from the hospital. Credit will be given in the next billing cycle for the days Agency services were not rendered. Agreement will not be terminated by temporary interruption or suspension of service.
- Services may be terminated without five days' notice if one of the following occurs:
 - The client requests transfer or discharge;
 - The client requires services or care that Agency cannot provide;
 - The client needs full time care by a licensed healthcare professional or needs institutionalization;

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- In the event of a disaster when the client's health and safety is at risk in accordance with provisions of §97.256 relating to Emergency Preparedness Planning and Implementation;
- For the protection of staff or a client after a documented reasonable effort to notify the client, the client's family, and physician, if applicable, the appropriate state or local authorities of the Agency's concern for staff or client safety, in accordance with the Agency's policy;
- The client no longer lives in the geographic area served by the Agency; or
- If the client fails to pay for services.