

SERVICES AGREEMENT

ITN Health America

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 _____ ITN Health America ("Agency")

For 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

For Dementia, Alzheimer's, and Memory Care – See Separate Addendum

Rates:

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

\$ _____ per day

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

Starting Date and Duration of Services:

Beginning _____ and to be automatically renewed annually unless terminated in writing by either party in accordance with the "Termination of Services" provision below and incorporated into this Section by reference as if set forth fully herein.

Rates are object to change upon 7 days of notice depending on the actual level of care and services required, as assessed by the actual Caregiver. ITN Health America will provide a reliever on the days off, if applicable.
PAYMENT

Payment options:

_____ **Bi-Monthly Payment** Payment is made twice a month. Payment will be due on the 15th and the 30th of every month , (exception Feb. payment due on the 28th of month.) The first (2) two weeks payment shall be due at the time of signing this Service Agreement and considered as the advance payment. Billing statements will be mailed monthly to the address of the "Responsible Person" designated above.

_____ (initial)

_____ **Weekly Payment** Payment is made weekly every Friday. The first (1) week's payment shall be due at the time of signing this Service Agreement and considered as the advance payment. Billing statements will be mailed monthly to the address of the "Responsible Person" designated above.

_____ (initial)

The check for the payment can be mailed to:

ITN Health America
7150 Forest Glen Drive
Rockford, IL 61114

REFUNDS

Any refunds shall be prorated based on a daily basis from the notice of termination of services, described below.

PIRATING CLAUSE

Pirating practices or hiring the caregiver directly 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, the undersigned is required to give a written 7 days notice' of the request addressed to the Agency and agrees to the 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, the non-payment will be given to Agency's legal counsel for attention and collection.

_____ (initial)

TERMINATION OF SERVICES

In the event that the undersigned desires to terminate the Services provided under this Services Agreement, the undersigned agrees to give the Agency seven (7) days' advance written notice, to be sent to the Agency's Contact address specified below.

_____ (initial)

When services are terminated by the Agency, the client shall be notified at least seven (7) working days in advance of the date of termination, with a stated reason for the termination. This information shall be maintained in the client's record. The seven-day noticed requirement is not applicable in cases in which the Agency's Caregiver and/or Agency is at risk. In these cases, the Agency may notify the client of termination of services and the reason for termination. Documentation of the risk to the Agency shall be maintained in the client's record.

MODIFICATION OF SERVICES AGREEMENT AND TERMS

The undersigned acknowledges that the undersigned may request a modification or amendment to the Services Agreement by submitting such request in writing to the Agency Manager and Contact as designated and set forth below. All modifications must be agreed to, in writing, and signed by both parties, at which point the modification shall become an Addendum to this Services Agreement and will be incorporated herein by reference.

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 advanced payment.

_____ (initial)

INDEMNIFICATION CLAUSE

The undersigned fully understands that the Agency (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, except to the extent that such are caused directly by the negligent acts or omissions by the Agency or Agency caregiver 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)

AGENCY CONTACT

The undersigned acknowledges and understands that Marta Njos ("Njos") is the Agency Manager and Contact. The undersigned further acknowledges that any questions, problems, needs, or concerns can be directed to the Agency Manager and Contact at the following address and telephone number:

ITN Health America
Attn: Marta Njos, Manager
7150 Forest Glen Drive
Rockford, IL 61114
(779) 772-3638

NOTIFICATION IN CASE OF EMERGENCY

The undersigned acknowledges that, in the case of an emergency, as determined at the Agency's discretion, the Agency Caregiver and/or Agency shall contact the "Responsible Person", as designated above, as soon as practicable, via the following methods, in order of priority: 1) Cellular Phone; 2) Home Phone. If there is no response at either number, and the Responsible Person has established a voice mailbox system, the Agency Caregiver and/or Agency shall leave a voice message on the Responsible Person's Cellular Phone and, if necessary, Home Phone, and describe the nature and condition of the emergency, along with a number at which the Agency Caregiver and/or Agency can be reached. The Agency Caregiver and/or Agency reserve the right to attempt to contact the Responsible Person by text message independent of the above methods in the case of an emergency.

ATTORNEY'S FEES

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

_____ (initial)

MISCELLANEOUS PROVISIONS

By initialing below, the undersigned acknowledges and agrees to the following:

Severability: If any term or provision of this Services Agreement is held to be illegal or unenforceable, the validity or enforceability of this remainder of this Services Agreement will not be affected.

Entire Agreement: This Agreement, along with any optional Addendums agreed to in writing by the parties, constitute the entire agreement between the parties and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Services Agreement.

Applicable Law: This Services Agreement is made under and will be construed in accordance with the laws of the State of Illinois without giving effect to that state's choice of law rules. The forum for any dispute or litigation arising out of this Services Agreement shall be in the 17th Judicial Circuit, Winnebago County, State of Illinois.

Counterparts: The parties may execute this Services Agreement in Counterparts, and each Counterpart shall be considered an original.

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

Signature of responsible party of client
(or Client's legal representative)

BY: _____
ITN Health America

Date (Day/Month/Year)

DESCRIPTION OF SERVICES INCLUDED ALZHEIMER'S DEMENTIA AND/OR MEMORY CARE

A senior suffering from dementia needs good quality care. An Alzheimer caregiver provides discrete assistance with the activities of daily living (bathing, dressing, and Incontinence).

- 1. Transportation**

- 2. Medication Reminders Dementia caregivers are essential to reminding care recipient to take the right pills at the right time.**

- 3. Routines. Patters in everyday life help seniors know what to expect and to continue achieving some things on their own. Because of daily routines, seniors feel more confident. Caregivers set times for meals, bathing, and grooming. Reminding about bathroom can help avoid accidents.**

- 4. Wandering prevention. Dementia caregivers help prevent a senior from wandering. Disorientation and confusion are common symptoms of dementia. Structured days can lower the chances of wandering. Plan activities can reduce restlessness. When a senior needs to, "go home" the caregiver offers reassuring words.**

- 5. Safety. Safety is high priority for dementia seniors. A watchful caregiver will prevent a kitchen fire and will never leave the senior alone in the car. Good companionship prevent seniors from experiencing the isolation and loneliness. We provide mentally stimulating games and conversations that help exercise memory functions. Caregivers progressively build good relationships with the care recipients. Caregivers prepare meals, help with personal care, and provide medication reminders, and gently to instances of wandering.**

ADDENDUM TO A CLIENT CONTRACT; FOR ITN Health America

1. Employer of the in home worker is: ITN Health America
2. Liability for the in home worker is: ITN Health America
3. Payment of wages: Client is making payment to ITN Health America,
ITN Health America is making payment to worker.
4. Worker is independent subcontractor on 1099 form, worker is responsible
for insurance, employment taxes, social security, unemployment,
work compensation.
5. Date to date supervisor for worker is: Marta Njos
6. Assignments of duties : ITN Health America
7. Wages to in home worker, responsible: ITN Health America
8. Responsibilities for hiring and firing , discipline of worker is : Marta Njos
9. Client is responsible for medical materials, and medical equipment.