



RISE & SHINE HEALTH CARE

SERVICE AGREEMENT

SERVICE AGREEMENT BETWEEN CLIENT & AGENCY

Please review this agreement carefully, as it sets forth the understanding between (“Client”) and **Rise & Shine Healthcare LLC/Rise & Shine Homecare** (“Agency”) regarding the services you have requested and we will provide for you. If you have any questions, concerns or issues about the content of this Agreement please contact us for clarification before signing it.

THIS AGREEMENT made ON this **day of** _____ (“Effective Date”) by and between (Client) and **Rise & Shine Healthcare LLC/Rise & Shine Homecare**

Name of Client and/ or Responsible Person

Street Address

City

State

Zip Code

Home Phone

Cell

Other

Emergency Contact Name

Relationship

Phone Number

(“Client”) on the terms and conditions set out below:

- Term of Agreement.** The term of this agreement will start on the Effective Date, and will continue on an as-needed basis until the Agreement is terminated by either party, as provided hereunder.
- Services Requested.** We will provide the services (“Services”) requested and agreed upon as set out in the Service Plan enclosed. The preferred day, time and duration of services will be mutually agreed upon by you and/or your representative and the agency.
- Rates.** We will provide the services at the Rate set out in the current Rate/Fee Schedule enclosed. The service Rate \$ _____ per hour(TBD). (a re-assessment of client’s condition will be conducted every 3 to 6 months which may or may not affect the services rate).
- Billing.** We bill on a Bi-weekly basis. Any questions regarding your invoice should be directed to our office.
Payment and Overdue Accounts. Fees for services rendered are payable upon receipt of invoice. Payment may be made by check, money order, cash or credit card. The Agency does not accept checks endorsed to it or to any of its employees.
- An account is considered overdue if not paid within 10 (ten) days of the billing date. Interest will be charged on account balances which remain unpaid for 30 (thirty) days or more after the same becomes due at the rate of **1.5% (one point five)** per month **18% (eighteen)** (per annum), until paid. We reserve the right to discontinue providing services until the account is paid in full, including any.

Additional charges and accrued interest. A \$30.00 returned check fee will be charged.

Checks are to be made payable to: **Rise & Shine Health Care LLC.**



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6. **Cancellations.** Cancellations may be made up to 3 days in advance of a scheduled visit without charge. We reserve the right to charge for a scheduled visit if insufficient notice is not given.
7. **Termination.** Either “Client” or “Agency” may terminate this agreement after a (minimum of 3 months of service) **(modifiable)** , then a minimum of 3 days written notice to the other party. If either party terminates this Agreement, all fees due at time of termination will be due and payable by you immediately. We will immediately refund any prepaid fees.
8. **Amendments.** Should either the Agency or Client wish to amend the Agreement:
 - a. Either an Agency Representative or the Client may initiate a meeting to determine the scope of the amendment and determine the sections of the Agreement that need to be modified, added or deleted.
 - b. When both parties consent to the amendments, the changes shall be recorded in writing.
 - c. If the Agreement requires extensive changes, an entirely new agreement shall be drawn up. Otherwise, small changes can be handled via a letter or a notation.
 - d. All parties who signed the original agreement shall sign the Amendment.
 - e. The Amendment shall be dated with a copy being given to the Client and a copy being filed in the Client’s records at the Agency’s office.
 - f. Relevant staff and other persons shall be advised about any change in the Agreement terms immediately.
9. **Governing Law.** The laws of the state of California and applicable federal and municipal regulations shall govern this Agreement, including, but not limited to: Home care services Consumer Protection Act (HCSCPA)/California Department of Social Services (DSS), Community Care Licensing Division (CCLD)
 - a. **Home Care Services Consumer Protection Act (HCSCPA)/ California Department of Social Services (DSS), Community Care Licensing Division; and,**
 - b. those specified in the Agency’s Policy and Procedure Manual, including:
 - i. *P&P#1.140 - Compliance& Accompanying Forms*
 - ii. *P&P #4.20 - Pre-employment Background Checks& Accompanying Form*
 - iii. *P&P #4.130 - Standards of Conduct & Work Ethics and Accompanying Form*
10. **Agency’s Responsibilities.** Rise & Shine Healthcare LLC/Rise & Shine Homecare responsibilities are outlined on the enclosed “Client and Agency Rights and Responsibilities” form
11. **Client’s Responsibilities.** Your responsibilities are outlined on the enclosed “Rights and Responsibilities” form. You will be required to sign it.
12. **Transportation.** If an employee of the Agency transports a client in their own, company vehicle or the client’s vehicle, the client will release the Agency and/or that employee from all liability should an injury or accident occur.
13. **Private/Direct Hiring.** You may not privately/directly hire an Agency employee for a period of 2 (two) years following the date that employee last provided services for you. In the event you break this condition, a replacement fee of **\$5000.00** is due to the Agency immediately upon your employment of that individual.
14. **Background Checks**

The Agency requires that all new employees undergo certain criminal and other background checks as a condition of employment, in accordance with Agency’s Pre-employment Background Check Policy, Federal Department of Labor Regulations and State Laws.



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15. **Severe/Bad Weather.** In severe weather, we may determine it is not safe for our Home Care Workers to travel and provide services to your home that day and may have to cancel that day's
16. **Service.** When this occurs we will notify you and reschedule. We appreciate your understanding regarding this matter.
17. **Supplies and Equipment.** You are responsible for supplying all supplies (i.e. cleaning, personal care etc.) and equipment which may be necessary in the provision of services. Extra charges will apply if the Agency provides the supplies and/or equipment.
18. **General Information.** You will be provided with a list of contact names and numbers in the event you have any questions or concerns or should an emergency arise.

Your signature and/or your representative's signature below indicate that you and/or your representative:

1. have been given sufficient, relative information to be able to give your informed consent to the terms and conditions of this agreement; and,
2. Understand, and are in agreement with, the terms and conditions of this Agreement.

I ACCEPT the terms of this Service Agreement:

Client/Representative Signature

Date

Agency Authorized Signature & Position

Date