NOTE: This sample agreement shows the general terms of service and is provided for your convenience. The Service Agreement prepared for your specific requirements may differ from this version.

SERVICE AGREEMENT

This Agreement sets forth the understanding between you the client or your authorized representative (hereafter Client) and New Era Support Services, Inc. (hereafter Agency) regarding the services requested by Client and to be provided by Agency.

This Agreement made this _______ day of______________________ (hereafter Effective Date) by and between New Era Support Services, Inc. and

____________________________________________________________________________

Client Name                                                                 Client Representative

____________________________________________________________________________

Street Address                                                      City                                State

____________________________________________________________________________

Home Phone                      Mobile Phone                      Email Address

____________________________________________________________________________

Emergency Contact Name                                 Relationship                    Phone Number

According to the terms and conditions set forth as follows:

1. **License.** Agency is licensed by the Illinois Department of Public Health to provide in-home non-medical care and complies with the requirements set forth in the Home Services Licensing Act (Title 77: Public Health Chapter I: Department of Public Health Part 245 Home Health, Home Services, and Home Nursing Agency Code), which also includes the Health Care Worker Background Check Act.

2. **Consent for Service.** By signing this Agreement, Client hereby consents to receive in-home non-medical services as outlined in the Agency’s attached *Care Plan*. Any representative acting on behalf of the Client by signing this Agreement warrants that they have the legal right and power to do so by initialing the Agreement here: [______]. Client hereby releases Agency from liability resulting from services requested and provided by Agency staff.

3. **Term of Agreement.** The term of this agreement commences on the Effective Date, and continues until the Agreement is terminated by either party, as provided hereunder.

4. **Services Requested.** Agency provides services requested by Client as set forth in the attached *Care Plan*, which may be modified from time to time at the request of Client or Agency. The preferred day, time and duration of services are mutually agreed upon by Client and Agency.
5. **Rates, Fees & Deposits.** Agency will provide the services at the rates set out in the attached *Rate Sheet*.

6. **Billing, Payment, and Overdue Accounts.** Agency submits invoices to Client once per month, payable on receipt. Payment may be made by check, money order, cash or credit card. An account is considered overdue if not paid within 10 days of the billing date. Interest will be charged on balances which remain unpaid for 30 days or more, subject to 5% interest per month on all outstanding balances, until paid in full. Agency reserves the right to suspend or discontinue services until the account is paid in full. A $25.00 fee will be charged for returned checks. Checks are payable to New Era Support Services or NESS.

7. **In-Home Worker Status.** In-home caregivers deployed to Client’s home do so as employees of Agency. All personnel actions are performed by Agency such as hiring, termination, assignment of duties, day-to-day supervision, disciplinary actions, payment of wages and administration of benefits. Agency warrants that all applicable taxes including employment taxes, unemployment insurance, social security taxes, worker’s compensation and liability insurance are the responsibility of New Era Support Services, Inc.

8. **Notification In Case of Emergency.** Client provides as part of this agreement, emergency contact information. Agency verifies the contact and then uses that information only if necessary. Client is required to notify Agency of any changes to contact information.

9. **Cancellations.** Cancellations may be made according to the terms defined in the *Rate Sheet*. Agency reserves the right to charge for scheduled visits if sufficient notice is not given.

10. **Termination.** Either Client or Agency may terminate this Agreement at any time by providing 14 days written notice. If either party terminates this Agreement, all unpaid Agency services and expenses become due and payable by Client immediately. Agency first applies Client deposits to outstanding balances and then pays any remaining funds to Client.

11. **Modification to Care Plan.** Client may request modification to the *Care Plan*. A two-day lead-time is required to implement any modifications.

12. **Governing Law.** The laws of the State of Illinois shall govern this agreement.

13. **Client and Agency Responsibilities.** Information concerning rights and responsibilities for both Client and Agency are discussed in the Home Care Licensing Act as referenced in paragraph 1.

14. **Transportation Liability.** When an employee of Agency uses his/her personal vehicle or a company vehicle to transport Client and any associated persons, Client hereby releases Agency and the employee from all liabilities if injuries or accidents occur.

15. **Hiring an Agency Employee.** Client may not employ or independently secure the services of an Agency employee for a period of one year following the date the employee last provided services to Client. Under certain circumstances, Agency may elect to provide to both the employee and Client, written releases from this restriction according to terms defined in the *Rate Sheet*. 
16. **Severe Weather.** In cases of severe weather, Agency may determine it is not safe for its staff to travel and to provide services during that period. Agency may unilaterally elect to cancel service, notify Client and reschedule the service.

17. **Supplies and Equipment.** Client is responsible for providing all supplies which may be necessary to render services such as cleaning and personal care products and equipment. Client may request Agency to make pre-approved purchases, which are then included as expenses on monthly invoices.

18. **Complaint Resolution Process.** Client acknowledges that Agency caregivers are professionals trained to respect individuals and properly perform duties as assigned. However, Client may at any time submit a complaint to Agency concerning any potential or real abuse, neglect or exploitation. Client may directly contact the Principal Agency Manager as listed in paragraph 19. Otherwise, Client may contact the Abuse and Neglect Hot Line (866) 800-1409.

19. **Contact Information.** At any time, Client is encouraged to contact Christianah Olatunji, Principal Agency Manager, at 315 Bucktail Drive, Oswego, IL 60543 or to call (630) 636-6892 or at (630) 800-9688 to ask questions or discuss any issues whatsoever.

Client’s signature below indicates that Client or the Client Representative has read, understands and is in agreement with the terms and conditions of this Agreement.

__________________________________________________
Client/Client Representative Signature

__________________________________________________
Agency Authorized Signature & Position

315 Bucktail Drive ■ Oswego, Illinois 60543
Voice: (630) 636-6892 ■ Fax: (630) 636-9152

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