

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.

re	garding the services	services requested by Client and to be provided by Agency.				
Th	is Agreement made	e this	_day of	(hereaf	fter Effective Date)	
by	and between New	Era Support	Services, Inc. and	·	·	
	Client N	ame		Client Representa	tive	
Stı	reet Address		City	State	Zip Code	
Hc	ome Phone	Mobile	Phone	Email Address		
 En	nergency Contact N	ame	Relationship	o Phone N	umber	
Ac	cording to the term	ns and conditi	ions set forth as follow	ws:		
1.	non-medical care Licensing Act (Title	and complies e 77: Public H vices, and Ho	the Illinois Departmen s with the requiremen lealth Chapter I: Depa me Nursing Agency Co k Act.	ts set forth in the Ho rtment of Public Hea	me Services Ith Part 245 Home	
2.	non-medical servi acting on behalf or right and power to Agency from liabi	ces as outline of the Client b o do so by ini lity resulting f	ed in the Agency's atta y signing this Agreem tialing the Agreement from services request	ached <i>Care Plan</i> . Any ent warrants that the here: []. Cliced and provided by A		
3.	_		of this agreement cor is terminated by either			
4.	-	•	ovides services reque be modified from tim	•		

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.

	J
Client/Client Representative Signature	Date
Agency Authorized Signature & Position	