

**TLC COMPANIONS HOME HEALTH CARE, LLC**  
**Client Service Agreement**

This Agreement ("Agreement") dated November , 2021 is made by and among TLC Companions Home Health Care, LLC (hereinafter "TLC") a New Jersey limited liability company located at 89 Chestnut Street, Ridgewood, NJ 07450 and Franklin Lakes School District (Client) with offices located at 490 Pulis Avenue, Franklin Lakes NJ 07417 ("I" or "me" or "we", as the case may be).

**1. Patient Rights & Responsibilities**

I acknowledge that during the client/family interview the following was discussed and/or provided directly or in the Patient Handbook:

- |   |     |    |    |
|---|-----|----|----|
| A. PATIENT INFORMATION BOOKLET WITH AGENCY INFORMATION  | YES | NO | NA |
| B. HIPPA NOTICE OF PRIVACY PRACTICES BOOKLET WITH CONSENT FORM  | YES | NO | NA |
| C. ADVANCE DIRECTIVE INFORMATION  | YES | NO | NA |
| D. HOME CARE PROGRAM, CONTACT PERSON TELEPHONE NUMBERS AND PAYMENT PROCEDURES   | YES | NO | NA |
| E. PATIENT BILL OF RIGHTS AND RESPONSIBILITIES  | YES | NO | NA |
| F. PLAN OF CARE (services to be provided including plan of care developed with client/family input and preferences when possible) | YES | NO | NA |
| G. DISCHARGE PLAN   | YES | NO | NA |
| H. GRIEVANCE/COMPLAINT PROCEDURE  | YES | NO | NA |
| I. EMERGENCY DISASTER PLAN  | YES | NO | NA |

**DOES THIS CLIENT HAVE AN ADVANCE DIRECTIVE?** YES NO

**DOES THIS CLIENT HAVE A HEALTH CARE PROXY?** YES NO

**DOES THIS CLIENT HAVE A DNR?** YESX NO

**COPY FOR TLC: OBTAINED:** YES NO **CLIENT/FAMILY TO SEND**

**2. Consent for Care**

I acknowledge that I have selected "TLC" to provide the Services for the duration of the agreed Period as stated below. I further give permission and consent for authorized "TLC" personnel to perform all necessary procedures and treatments as indicated by my physician and indicated on my Plan of Care. I understand that "TLC" uses its' best efforts to provide uninterrupted services, however, as the Services are personal in nature, interruptions are unavoidable due to unforeseen circumstances. Should this occur, I agree to provide and arrange for adequate back-up care and I agree that I will not hold the Agency responsible during this period.

Unless specified, I authorize and give my permission to hospitals, physicians, or other associated agencies who are providing, may have provided or will be providing me with any type of health care all protected health information (PHI) or documentation pertinent to or relating, directly or indirectly, with my continuing care, including documentation received by facsimiles and/or electronic messages (e-mail) and furthermore, release medical information to all members of my health team needed for the provision of services, operations of TLC, and also to any third party responsible for reimbursement. Permission is given to TLC to give access and review of my clinical record information and home visit by surveyors/personnel representing regulatory bodies and/or accrediting bodies for purposes of review or audit.

INFORMATION MAY ALSO BE RELEASED TO:

**Services**

It is agreed that "TLC" shall provide in school care services (the "Services") for a student of the \_\_\_\_\_ school based on the level of care determined by the school nurse. It is understood that the school nurse shall supervise the care TLC is providing while the student is physically on school grounds.

The Services shall begin on or about November , 2021 ("start of care" or "SOC") until otherwise terminated by Client (the "Period"),

Type of Service: Hourly

Type of TLC employee: Certified Nurse Aide (CNA)

Services shall be based upon the following schedule:  
5 days per week hourly care – 8:30AM to 2:30PM

Rate per hour: \$28.00

Deposit: WAIVED

Payment Source: Private Pay    Private Insurance    Other X

\*\* While receiving private duty services there will be additional charges from time to time including but not limited to holidays, special services, early dismissal of employee of overtime. If for any reason the Client or responsible party requests that a specific TLC employee provide services beyond their scheduled hours and the employee should qualify for overtime pay, the Client and/or responsible party agrees to make payment for the additional cost \*\*

Notwithstanding the rate stated above, Client understands and agree that the rates will be adjusted to 1.5 times the daily/hourly rate for observed holidays. Currently the observed holidays are Christmas Day, New Year's Day, Thanksgiving Day, Presidents Day, Memorial Day, Independence Day and Labor Day.

**Note: TLC shall use its best efforts to accommodate where possible changes in days and hours in accordance with client needs.**

**3. Client Satisfaction**

In the event that the client is dissatisfied with the services performed by the assigned aide, "TLC" shall use its best efforts to re-assign a more suitable employee at no additional cost. Should the replacement still be deemed as inappropriate, the client may terminate this agreement upon seven (7) days notice however all payments due up to cancellation date will still owed to TLC.

**4. Authorization For Payment**

I understand that I am responsible to promptly pay for all costs for the Services provided and invoices shall be submitted to me weekly beginning the first week after the SOC. I further understand that payment for the Services shall be due upon receipt. I also acknowledge that if I fail to pay any invoice within seven (7) business days after receipt, a late fee of five percent (5%) of the amount of the invoice will be assessed and an interest charge will be assessed from the date of the invoice and interest will accrue at the monthly rate of 1.5% (18% annually) on past due amounts. If "TLC" incurs any costs in the collection of my account, including all attorney's fees and costs, I agree that I am responsible for such costs and that such costs will be billed and included on my weekly invoices.

Notwithstanding the foregoing, "TLC" agrees that it will work with me and my insurance company to have my insurance company pay any such invoices. If my insurance company covers and pays my invoices for the Services and the payment terms of my insurance company are different than the terms set forth in this Paragraph 5, then "TLC" has and hereby does agree to accept payment from my insurance company based on my insurance company's payment terms. I understand that I may be responsible for the co-payment and any charges that my insurance will not cover. Notwithstanding anything contained in this Paragraph 6, if the Period is for one week or less, then I understand and agree that the payment for the Services is due and I agree to pay on the SOC.

CLIENT TO PAY VIA CHECK. AN INVOICE FOR SERVICES PEFORMED SHALL BE EMAILED EACH FRIDAY FOR CARE DURING THAT WEEK. PAYMENT IS DUE UPON RECEIPT.

5. Rate Changes

TLC reserves the right to amend/adjust current rates for services providing the client upon (30) thirty days written notice. No increase shall take place within the first 6 months after care commences. If the client objects to the changes, the Agency may terminate services by providing (7) seven days written notice, otherwise the client shall be bound by the rate change(s). I understand that rates are customarily adjusted annually or as the level of care changes.

6. Cancellation Policy

If client cancels a scheduled shift for a TLC Caregiver you must notify us at least 48 hours in advance to avoid incurring charges. IF CARE IS TO BE CANCELED TLC MUST HAVE AT LEAST 72 HOURS ADVANCE NOTICE.

The following shall be the charges TLC reserves the right to charge client for failing to notify TLC of the cancellation of a scheduled shift at least 48 hours in advance:

48 Hour Notice- No charge

24 Hour Notice- ½ day rate

Less than 24-hour notice- full day rate

7. Other Services

I understand that if I need hospitalization or special services not provided by "TLC", I or my responsible party/family member must make the necessary arrangements and be responsible for any costs associated with these services. "TLC" shall not be responsible for providing the same services and "TLC" is therefore released from any liability arising from the fact that I am not being provided with such additional care. However, should "TLC" arrange any special services that is not outlined in this agreement or plan of care, I agree to reimburse TLC for any costs incurred, Failure to do so may result in termination of Services upon two (2) days written notice and will result in the imposition of all late charges, interest and collection costs as set forth above.

8. Termination of Services

I understand that both parties may terminate this Agreement at any time by providing written notice, unless it is deemed that either client or the assigned personnel of "TLC" is in danger, in which case, the Services may be terminated immediately upon oral notice (with written confirmation to follow). At the point of termination, I agree that I will remain responsible for any monies due up to cancellation date and full payment shall be paid within 7 business days of the final invoice.

In addition, TLC shall have the right to terminate this Agreement upon supplying written notice to me to terminate services due to non-payment of invoices which remain outstanding for more than 15 days. I understand that I will still remain responsible for the full payment of any outstanding invoices and any additional charges, interest and costs of collection incurred as provided for in this Agreement and any monies held by "TLC" shall be returned to me as provided in Paragraph 7 of this Agreement.

9. Solicitation of TLC Employees

Client, their agents, family members or employees agree that they will not induce or attempt to induce any employee of TLC to leave the employ of the TLC or hire any person who is an employee of TLC without the prior written consent of TLC for a period of two hundred and forty (240) days following the last day TLC rendered services to the client. The prohibition includes, but is not limited to:

- Directly or indirectly paying the TLC employee directly for services during his or her employment with TLC or after such employment ends,
- Directly or indirectly paying another agency, person, or entity for services provided by the TLC employee after his or her employment with TLC ends.

Client acknowledges that the actual damages likely to result from a breach of this paragraph 12 are difficult to estimate on the date of this agreement and would be difficult for TLC to prove. In the event of a breach of this paragraph 12 by Client, Client shall immediately pay TLC the sum of ten thousand dollars (\$10,000.00) as liquidated damages for each affected TLC employee. The parties intend that Clients payment of the Liquidated Damages Amount would serve to compensate TLC for any breach by Client of its obligations under this paragraph 12 and they do not intend for it to serve as punishment for any such breach by Client.

10. Arbitration

The parties agree that any dispute or controversy arising out of, or in connection with, this Agreement or any alleged breach thereof, shall be resolved by final and binding Arbitration administered before a single arbitrator by the American Arbitration Association at their New Jersey Regional Office in accordance with their then existing Commercial Arbitration Rules. Any award of the Arbitrator is final and binding and may be entered as a judgment in any court of competent jurisdiction. If the arbitrator determines that a party has generally prevailed in the arbitration proceeding, then the arbitrator shall award to that party its reasonable out-of-pocket expenses related to the arbitration, including filing fees,

arbitrator compensation, attorney's fees and legal costs to the extent permitted in accordance with their rules.

11. Entire Agreement and Severability: This agreement contains the entire understanding of the parties regarding the subject matter of this agreement, and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this agreement. If a provision of this agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this agreement will not be impaired.

12. Amendment:

This agreement may not be modified or amended other than by a writing signed by all of the parties hereto.

13. No Waiver:

No waiver of any provision of this Agreement shall be deemed, or constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver

14. Execution:

This Agreement may be signed in one or more counterparts, each of which will be an original but all of which, together, shall be deemed to constitute a single document. This Agreement shall become effective immediately upon its full execution by all individuals or duly designated representatives. Signatures sent in electronic format shall be deemed originals.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Franklin Lakes School District

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By:  
Title:  
Dated:

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TLC Companions Home Health Care, LLC  
BY: Howard M. Gurock, CEO  
Dated: October , 2021