

NIPTUCK NURSES, LLC

CLIENT SERVICES AGREEMENT

THIS CLIENT SERVICES AGREEMENT ("AGREEMENT"), IS MADE BY AND BETWEEN NIPTUCK NURSES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, (THE "COMPANY"), AND _____, AN INDIVIDUAL ("CLIENT"). THE COMPANY AND THE CLIENT SHALL BE REFERRED TO AS THE "PARTIES".

SCOPE OF SERVICES. NIPTUCK NURSES, LLC IS A PRIVATE DUTY NURSING AGENCY AND NURSING CONCIERGE SERVICE. THE COMPANY PROVIDES DIRECT NURSING CARE AND PERSONAL CARE SERVICES THAT ARE ADMINISTERED BY EITHER LICENSED REGISTERED NURSES OR CERTIFIED NURSING ASSISTANTS. AT THE CLIENT'S DISCRETION, THE NURSING AND PERSONAL CARE SERVICES WILL BE PROVIDED IN THE CLIENT'S HOME OR AT A TEMPORARY ACCOMODATION SETTING. THIS AGREEMENT WILL OUTLINE THE TERMS THAT GOVERN COMPANY'S SERVICES AND THE CLIENT'S RESPONSIBILITIES.

OBLIGATIONS OF THE COMPANY. PRIVATE DUTY SERVICES WILL BE PROVIDED BY EITHER A REGISTEED NURSE OR CERTIFIED NURSING ASSISTANT PRACTICING IN ACCORDANCE WITH CURRENTLY ACCEPTED METHODS OF PRIVATE DUTY PRACTICE IN THE COMMUNITY AND IS A EITHER A REGISTERED NURSE WITH A CURRENT LICENSE OR A NURSING ASSISTANT CERTIFIED TO PRACTICE IN THE STATE OF ARIZONA. THE PRACTITIONER TO PROVIDE CARE TO THE CLIENT (RN/CNA) SHALL BE DETERMINED ON A CASE BY CASE BASIS AND SHALL BE AGREED UPON BY BOTH THE COMPANY AND CLIENT. THE COMPANY OR THE ASSIGNED NURSE WILL DISCUSS THE CLIENT'S PLAN OF CARE WITH THE CLIENT AND ANSWER ALL OF THE CLIENT'S QUESTIONS. THE NURSE WILL MAKE EVERY EFFORT TO PROVIDE THE CLIENT WITH EXEMPLARY CARE AND SUGGEST APPROPRIATE RESOURCES TO FACILITATE THE CLIENT'S RECOVERY. THE COMPANY ACKNOWLEDGES THAT PRIVACY AND DISCRETION ARE OF UTMOST IMPORTANCE TO THE CLIENT. THE COMPANY AND ITS NURSES SHALL MAINTAIN THE CLIENT'S CONFIDENCES TO THE EXTENT OF THE LAW. ALL NURSES HAVE SIGNED CONFIDENTIALITY AGREEMENTS AND UNDERSTAND THAT DISCRETION IS A TERM OF THIS AGREEMENT. THE COMPANY WILL PROVIDE ONLY SUCH INFORMATION TO THOSE THIRD PARTIES AS DISCLOSED IN THE STATEMENT OF CLIENT'S PRIVACY RIGHTS AND HIPAA DISCLOSURES, PROVIDED TO THE CLIENT IN A SEPARATE DISCLOSURE.

OBLIGATIONS OF THE CLIENT: CLIENT MAY NOT SOLICIT THE NURSE TO PERFORM ANY ADDITIONAL HOURS BEYOND THE CONTRACTUAL AGREEMENT UNLESS IT HAS BEEN APPROVED BY THE AGENCY. THE CLIENT WILL PROVIDE ACCURATE INFORMATION TO THE NURSE TO ENSURE APPROPRAITE HEALTH CARE IS PROVIDED.

DISCLOSURE. THE COMPANY IS NOT AFFILIATED IN ANY WAY WITH THE CLIENT'S SURGEON OR THE SURGEON'S STAFF. THE COMPANY IS ALSO NOT AFFILIATED IN ANY WAY WITH ANY THIRD PARTY SERVICE PROVIDER THAT MAY PROVIDE SERVICES WHICH ARE ARRANGED BY THE COMPANY PURSUANT TO THE TRANSPORTATION OR CONCEIRGE SERVICES. THE COMPANY DOES NOT MAKE LEGAL OR MEDICAL DECISIONS FOR THE CLIENT AND SHALL NOT BE LIABLE FOR ANY CONSEQUENCES ACCRUING AS A RESULT OF THE LEGAL OR MEDICAL DECISIONS MADE BY THE CLIENT, THE CLIENT'S LEGAL REPRESENTATIVE OR PHYSICIAN. CLIENT HEREBY WAIVES ALL CLAIMS AGAINST NIPTUCK NURSES, LLC FOR ANY DAMAGES OR CONSEQUENCES OF SAID LEGAL OR MEDICAL DECISIONS. IN THE EVENT CLIENT ELECTS HOME CARE RATHER THAN CARE AT A MEDICAL FACILITY/SURGICAL CENTER WHICH IS CONTRARY TO THE MEDICAL ADVICE OF THE CLIENT'S TREATING PHYSICIAN, NIPTUCK NURSES, LLC SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGES OR THE CONSEQUENCES OF THIS DECISION. THE NURSE HAS THE RIGHT TO REFUSE TO PERFORM A SPECIFIC TREATMENT WHICH DOES NOT FALL WITHIN THEIR SCOPE OF PRACTICE, HOWEVER WILL MAKE EVERY EFFORT TO GUIDE YOU TO THE APPROPRIATE SERVICES TO SAFELY CONTINUE CARE. IN ADDITION, A CLIENT WHO'S CONDITION IS DEEMED UNSTABLE OR REQUIRING URGENT/EMERGENCY CARE FOLLOWING SURGERY WILL NOT BE ELIGIBLE FOR

ACCEPTANCE BY THE COMPANY. THE COMPANY HAS A RIGHT TO REFUSE A CLIENT FOLLOWING SURGERY WHO IS DEEMED UNSTABLE FOR PRIVATE TRANSPORTATION OR PRIVATE NURSING SERVICES.

MILEAGE REIMBURSEMENT. A MILEAGE REIMBURSEMENT FEE OF 65 CENTS/MILE WILL BE ASSESSED FOR MILEAGE INCURRED FOR ERRANDS PERFORMED ON BEHALF OF CLIENT AS WELL AS DISTANCE TRAVELED FROM THE SURGICAL SITE TO POINT OF RECOVERY AND POST-OPERATIVE VISITS. DROP-IN CARE/FLAT RATE PACKAGES MILEAGE FEES WILL BE CALCULATED AS FOLLOWS: DISTANCE (MILEAGE) FROM THE CENTRAL COMPANY OFFICE (9375 EAST SHEA BLVD, SCOTTSDALE, AZ 85260) TO THE CLIENT'S RECOVERY LOCATION, PER VISIT. THERE WILL BE NO RETURN MILEAGE FEES INCURRED UPON COMPLETION OF SCHEDULED CARE.

STATEMENT OF PATIENT PRIVACY RIGHTS. YOU HAVE THE RIGHT TO KNOW WHY WE NEED TO ASK YOU QUESTIONS. COLLECTED HEALTH INFORMATION WILL BE UTILIZED TO ENSURE YOU RECEIVE QUALITY HEALTH CARE SERVICES. YOU HAVE THE RIGHT TO HAVE YOUR PERSONAL HEALTH CARE INFORMATION KEPT CONFIDENTIAL. WE KEEP ANYTHING WE LEARN ABOUT YOU CONFIDENTIAL. THIS MEANS, ONLY THOSE WHO ARE LEGALLY AUTHORIZED TO KNOW, OR WHO HAVE A MEDICAL NEED TO KNOW, WILL SEE YOUR PERSONAL INFORMATION. ALL OTHER INFORMATION FOR THE PURPOSE OF IMPROVING CARE WE PROVIDE WILL BE DISCLOSED ANONYMOUSLY. YOU HAVE THE RIGHT TO REFUSE TO ANSWER QUESTIONS. WE MAY NEED YOUR HELP IN COLLECTING YOUR HEALTH INFORMATION. IF YOU CHOOSE NOT TO ANSWER, WE WILL FILL IN THE INFORMATION AS BEST AS WE CAN. YOU DO NOT HAVE TO ANSWER EVERY QUESTION TO OBTAIN SERVICES. YOU HAVE THE RIGHT TO LOOK AT YOUR PERSONAL HEALTH INFORMATION. WE KNOW HOW IMPORTANT IT IS THAT THE INFORMATION WE COLLECT ABOUT YOU IS CORRECT. IF YOU THINK WE MADE A MISTAKE, ASK US TO CORRECT IT.

ADVANCE DIRECTIVE FOR HEALTHCARE.

UNLESS AN ADVANCE DIRECTIVE IS ON FILE WITH THE AGENCY, ALL EFFORTS WILL BE MADE BY YOUR NURSE TO SUSTAIN LIFE IN THE UNLIKELY EVENT OF AN EMERGENCY. I UNDERSTAND THAT IT IS THE POLICY OF THE AGENCY TO RESPECT INDIVIDUAL CHOICE AND TO AVOID DISCRIMINATION BASED ON WHETHER OR NOT I HAVE AN ADVANCE DIRECTIVE.

_____ I DO NOT HAVE AN ADVANCE DIRECTIVE

_____ I DO HAVE AN ADVANCE DIRECTIVE AND I HAVE SUBMITTED A COPY TO NIPTUCK NURSES, LLC.

RELEASE OF INFORMATION. I HEREBY CONSENT TO AND AUTHORIZE NIPTUCK NURSES, LLC TO DISCLOSE AND RELEASE INFORMATION CONTAINED IN MY CLINICAL RECORD TO THE HEALTH CARE PROVIDERS INVOLVED IN MY CARE. AT TIMES, INFORMATION MAY BE RELEASED FOR THE PURPOSE OF UTILIZATION REVIEW, PROFESSIONAL STANDARDS REVIEW ORGANIZATIONS, REGULATORY REVIEW ENTITIES AND ANY OTHER ORGANIZATIONS THAT MAY/WILL ASSIST ME TO MEET MY HOME CARE NEEDS. HOWEVER, RELEASE OF INFORMATION TO THESE ORGANIZATIONS WILL REMAIN ANONYMOUS.

PAYMENT FOR SERVICES. COMPANY SERVICES ARE PRIVATE PAY ONLY. WE DO NOT BILL THIRD PARTY PAYORS. IT IS YOUR RESPONSIBILITY TO ENSURE YOU WILL BE REIMBURSED FOR SERVICES. THE COMPANY REQUIRES PAYMENT IN FULL AT THE CONCLUSION OF SERVICES. FOR SCHEDULED HOURLY SERVICES, THE COMPANY REQUIRES A FOUR (4) HOUR DEPOSIT BILLED AT THE HOURLY RATE OF THE REGISTERED NURSE OR CERTIFIED NURSING ASSISTANT FOR SERVICES. FLAT-RATE PACKAGES MUST BE PAID IN FULL AT TIME OF DEPOSIT. TWICE-DAILY DROP-IN SERVICES WILL REQUIRE A DEPOSIT EQUIVALENT TO THE SERVICES PROVIDED WITHIN THE FIRST 24 HOUR PERIOD. THE SIGNED CLIENT SERVICES AGREEMENT AND DEPOSIT ARE REQUIRED BY NO LATER THAN TWENTY-FOUR (24) HOURS PRIOR TO THE DATE AND TIME THAT THE NURSE IS FIRST SCHEDULED TO PROVIDE THE SERVICES. IF THE DEPOSIT IS NOT PAID BY THE DUE DATE, THE SERVICES SHALL NOT BE PROVIDED. PAYMENT MAY BE MADE BY PERSONAL CHECK, MONEY ORDER, VISA, MASTERCARD, DISCOVER, OR AMEX. IF THE DEPOSIT IS MADE BY CREDIT CARD, THE BALANCE DUE FOR THE SCOPE OF SERVICES WILL BE CHARGED TO THE SAME CREDIT CARD WITHIN TWENTY-FOUR (24) HOURS OF THE CONCLUSION OF THE SCHEDULED SERVICES.

FOR DEPOSITS BY MAIL, PLEASE SEND TO NIPTUCK NURSES, LLC AT 9375 EAST SHEA BLVD, SUITE 100, SCOTTSDALE, AZ 85260. IF YOUR DEPOSIT HAS NOT BEEN RECEIVED TWENTY-FOUR (24) HOURS PRIOR TO SURGERY, WE WILL REQUEST THAT THE DEPOSIT BE PAID BY CREDIT CARD TO ENSURE YOU WILL HAVE A NURSE FOR YOUR SCHEDULED DATE AND TIME. FOR PAYMENT BY CREDIT CARD, PLEASE CALL 480-205-2327.

CANCELLATION POLICY THE AGENCY MUST BE NOTIFIED OF A SERVICE CANCELLATION AT LEAST TWENTY-FOUR (24) HOURS PRIOR TO THE SCHEDULED TIME OF SERVICE TO BE ISSUED A FULL REFUND OF THE DEPOSIT. IF THE CLIENT DISCONTINUES THE SERVICES AFTER THE COMPANY HAS COMMENCED PROVIDING SERVICES, CLIENT SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL HOURS IDENTIFIED IN THE "SCHEDULED SERVICES" AGREEMENT SINCE THESE TIMES WERE SPECIFICALLY SCHEDULED AND HELD FOR THE CLIENT. ACCORDINGLY, THE CLIENT SHALL NOT DISPUTE THE CHARGES BILLED PURSUANT TO THE SCHEDULED SERVICES AGREEMENT.

LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE OR RESPONSIBLE FOR ANY SERVICES PROVIDED BY THIRD PARTIES. THE CLIENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COMPANY AND ITS SUCCESSORS, OFFICERS, MEMBERS, AGENTS AND EMPLOYEES FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, CLAIMS, DEMANDS, COST LIABILITIES, EXPENSES AND DAMAGES (INCLUDING ATTORNEYS FEES) ARISING OUT OF, OR IN CONNECTION WITH ANY SERVICES PROVIDED BY ANY THIRD SERVICE PROVIDER THAT PROVIDES SERVICES WHICH ARE ARRANGED BY THE COMPANY IN PURSUANT TO THE TRANSPORTATION OR CONCIERGE SERVICES OR IN ANY WAY CONNECTED WITH THE SERVICES RENDERED UNDER THE TERMS OF THIS AGREEMENT. THE COMPANY SHALL NOT BE LIABLE FOR ANY CONSEQUENCES ACCRUING AS A RESULT OF THE LEGAL OR MEDICAL DECISIONS MADE BY THE CLIENT, THE CLIENT'S LEGAL REPRESENTATIVE OR PHYSICIAN. THE CLIENT HEREBY WAIVES ALL CLAIMS AGAINST THE COMPANY, IT'S MEMBERS, AGENTS AND EMPLOYEES FOR ANY DAMAGES OR CONSEQUENCES OF SAID MEDICAL OR LEGAL DECISIONS. IN THE EVENT CLIENT ELECTS HOMECARE RATHER THAN CARE AT A MEDICAL FACILITY OR SURGICAL CENTER WHICH IS CONTRARY TO THE MECICAL ADVICE OF THE CLIENT'S TREATING PHYSCIAN, THE COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES OR THE CONSEQUENCES OF THIS DECISION.

GOVERNING LAW; ENFORCEMENT COSTS. EVERY DISPUTE CONCERNING THE INTERPRETATION, EFFECT OR BREACH F THIS AGREEMENT SHALL BE RESOLVED IN THE COURTS OF MARICOPA COUNTY, STATE OF ARIZONA. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO PERSONAL JURISDICTION AND VENUE OF SUCH COURTS. IF THE COMPANY IS FORCED TO TAKE LEGAL ACTION TO ENFORCE THIS AGREEMENT OR INSTITUTE COLLECTION EFFORTS FOR ANY AMOUNTS DUE UNDER THIS AGREEMENT AND THE SCHEDULED SERVICES AGREEMENT, ALL FEES AND COSTS, INCLUDING BUT NOT LIMITED TO , COLLECTION FEES, ATTORNEY'S FEES, TRAVEL EXPENSES, COURT COSTS AND ANY POST-JUDGMENT COLLECTION FEES, SHALL BE THE SOLE RESPONSIBLILITY OF THE CLIENT.

ENTIRE AGREEMENT. THIS AGREEMENT CONTAINS A COMPLETE AGREEMENT BETWEEN THE PARTIES AND SHALL SUPERCEDE AND REVOKE ALL OTHER AGREEMENTS, WHETHER WRITTEN OR ORAL. PARTIES STIPULATE THAT NEITHER OF THEM HAS MADE ANY REPRESENTATIONS EXCEPT AS ARE SPECIFICALLY SET FORTH IN THE AGREEMENT AND EACH OF THE PARTIES ACKNOWLEDGES THAT THEY HAVE RELIED ON HIS/HER OWN JUDGMENT IN ENTERING INTO THIS AGREEMENT.

AMENDMENT. THIS AGREEMENT MAY BE AMENDED ONLY BY A WRITING SIGNED BY THE CLIENT AND BY A DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY.

EFFECTIVE PARTIAL INVALIDITY: THE INVALIDITY OF ANY PORTION OF THIS AGREEMENT SHALL NOT EFFECT THE VALIDITY OF ANY OTHER PROVISION. IN THE EVENT THAT ANY PROVISION IN THIS AGREEMENT IS HELD TO BE INVALID, THE PARTIES AGREE THAT THE REMAINING PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

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CLIENT INITIAL _____

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CONSTRUCTION. THE HEADINGS AND CAPTIONS OF THIS AGREEMENT ARE PROVIDED FOR CONVENIENCE ONLY AND ARE INTENDED TO HAVE NO EFFECT IN CONSTRUING OR INTERPRETING THIS

AGREEMENT. THE LANGUAGE IN ALL PARTS OF THIS AGREEMENT SHALL BE IN ALL CASES CONSTRUED ACCORDING TO ITS FAIR MEANING AND NOT STRICTLY FOR OR AGAINST EITHER PARTY.

NONWAIVER. THE FAILURE OF EITHER PARTY TO EXERCISE ANY OF ITS RIGHTS UNDER THIS AGREEMENT FOR BREACH SHALL NOT BE DEEMED A WAIVER OF SUCH RIGHTS OR A WAIVER OF ANY SUBSEQUENT BREACH. ALL WAIVERS MUST BE IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF THE PARTY.

NOTICES. ALL NOTICES, REQUESTS, DEMANDS AND OTHER COMMUNICATIONS SHALL BE IN WRITING AND SHALL BE DELIVERED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, OVERNIGHT MAIL, OR HAND-DELIVERY TO THE PARTIES STATED HEREIN.

COUNTERPARTS. THIS AGREEMENT MAY BE EXECUTED IN ONE OR MORE COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL, BUT ALL OF WHICH TOGETHER SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT. A FASCIMILE SIGNATURE SHALL BE DEEMED LEGALLY BINDING.

THE PARTIES HERETO HAVE EXECUTED THIS CLIENT SERVICE AGREEMENT AS OF THE DATE INDICATED BELOW.

NIPTUCK NURSES, LLC

AUTHORIZED REPRESENTATIVE _____ TITLE _____

DATE _____

CLIENT

PRINTED NAME _____ SIGNATURE _____

DATE _____