

## SERVICE AGREEMENT

Please review this agreement carefully, as it sets forth the understanding between you ("Client") and D&P Healthcare Staffing Agency ("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 this \_\_\_\_\_ day of \_\_\_\_\_  
("Effective Date") by and between D&P Healthcare Staffing Agency and

\_\_\_\_\_  
\_\_\_\_\_  
Name of Client and/ or Responsible Person

\_\_\_\_\_  
Street Address City State  
Zip Code

\_\_\_\_\_  
Home Phone Cell Other

\_\_\_\_\_  
Emergency Contact Name Relationship Phone  
No.

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

1. **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.
2. **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.
3. **Rates, Fees & Deposits.** We will provide the services at the rates set out in the current Rate/Fee Schedule enclosed. A deposit of (choose appropriate option if a deposit is required: \$ \_\_\_\_\_ / \_\_\_\_\_ %) is required prior to commencing services.
4. **Billing.** We bill on a (Insert your billing period, e.g. weekly, every two weeks, monthly) basis. Any questions regarding your invoice should be directed to our office.

5. **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. An account is considered overdue if not paid within 10 days of the billing date.  
Interest will be charged on account balances which remain unpaid for \_\_\_\_\_ days or more after the same becomes due at the rate of \_\_\_\_\_ % per month (\_\_\_\_ % 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 \$25.00 returned check fee will be charged. Checks are to be made payable to \_\_\_\_\_.
6. **Cancellations.** Cancellations may be made up to \_\_\_\_ 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 at any time upon 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. **Governing Law.** The laws of the State of Maryland shall govern this agreement.
9. **Agency's Responsibilities.** D&P Healthcare Staffing Agency responsibilities are outlined on the enclosed "*Rights and Responsibilities*" form
10. **Client's Responsibilities.** Your responsibilities are outlined on the enclosed "*Rights and Responsibilities*" form. You will be required to sign it.
11. **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.
12. **Private/Direct Hiring.** You may not privately/directly hire an Agency employee for a period of \_\_\_\_\_ following the date that employee last provided services for you. In the event you break this condition, a replacement fee of \_\_\_\_\_ is due to the Agency immediately upon your employment of that individual.
13. **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 service. When this occurs we will notify you and reschedule. We appreciate your understanding regarding this matter.
14. **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.
15. **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 have read, understand and are in agreement with the terms and conditions of this Service Agreement.

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Client/Client's Representative Signature  
Date

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Agency Authorized Signature & Position  
Date