



AMERICARE
HOME CARE SERVICES INC.

Contract Walk Through

CONTRACT PAGE 1

- Just a reminder that we are not an insurance provider, but an Americare Contract.
- Once the contract is approved by the office, the individual will receive an identification card.
- Clients should contact the office for services, not you!
Contact number: 1-800-342-1886.
- No claim forms need to be completed.
- Service plans vary based on the requested care.



Evolutionary ConceptsSM a Division of

Americare Home Care Services, Inc.

(Hereinafter "We, Us, Our")

Home Service Contract

Welcome

Thank You for becoming an Americare Home Care Service Contract Holder.

Your identification card will be delivered to you shortly, please carry it with you for convenience and ease of use.

Our Home Service Contract provides the most needed and wanted services to help you avoid or postpone institutional confinement. We provide the **critical services** not often addressed by traditional health care providers or most insurance plans.

Because your Home Service Contract is not insurance, it is simple and easy to use. There are no claim forms to fill out. Americare Home Care Services, Inc., provides a personalized "**Service Plan**" for non-medical services based on your request that directs us to provide those services.

As part of the normal aging process, our general health and mobility decline. Families are often forced to make **Crisis Decisions** during **Crisis Times**.

Now you and your family have an option that may begin to ease your fear and worry of such decisions. In the event you exhaust the number of service hours provided under this contract, you may at that time contract to continue services from our Home Service Provider whom you trust and depend on.

It is Easy to Use Your Home Service Contract

1. Read the following pages for a description of the services you are eligible to receive.
2. Keep your identification card with you so it will be easily accessible when needed.
3. To arrange for services, call our services coordinator at the number listed on the back of your identification card.
4. If you have any questions, call client services at **1-800-342-1886**.

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AMERICARE HOME CARE SERVICES

141 MARKET STREET, BLOOMSBURG, PA

CONTRACT PAGE 2

Americare Call Outs:

- Strives to eliminate all forms of discrimination.
- Focuses on fostering transparent and positive relationships between agencies and clients.
- Collaborates with members to establish schedules that suit their needs effectively.
- Welcomes and acts upon feedback, whether positive or negative, to enhance overall service quality.



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Americare Home Care Services, Inc.

Home Care Bill of Rights

You Have A Right To Dignity and Respect

Home care clients and their formal caregivers have a right to not be discriminated against based on age, race, color, religion, national origin, sex, or handicap. Furthermore, clients and caregivers have a right to mutual respect and dignity, including respect for property. Caregivers are prohibited from accepting personal gifts and borrowing from clients. The client's family or guardian may exercise the client's rights when the client has been judged incompetent. Home care providers have an obligation to protect and promote the right of their clients, including the following rights:

- 1) to have relationships with home care providers that are based on honesty and ethical standards;
- 2) to be informed of the procedure you can follow to lodge complaints and to know about the disposition of such complaints;
- 3) to voice grievances without fear of discrimination or reprisal for having done so;
- 4) to be advised of the telephone number to report abuse or problems;
- 5) to be notified in advance about the services that are to be furnished, the types (disciplines) of the caregivers who will furnish your care, and the frequency of the visits to be furnished;
- 6) to be advised in any change in your plan of care before the change is made;
- 7) to participate in the planning of your care and any changes, and to be advised that you have the right to do so;
- 8) to receive care without condition on, or discrimination based on advanced directives;
- 9) to refuse services, if you choose, without fear of reprisal or discrimination;
- 10) to confidentiality of your medical records as well as information about your health, social, and financial circumstances and about what takes place in your home;

Client Responsibility

- 1) to notify the provider of changes in their condition (e.g., hospitalization, changes in the plan of care);
- 2) to follow the plan of care;
- 3) to notify the provider if the visit schedule needs to be changed (1-800-342-1886);
- 4) to inform providers of the existence of any change made to your advance directives;
- 5) to advise the provider of any problems or dissatisfaction with the services provided (call 1-800-342-1886);
- 6) to provide a safe environment for care to be provided;
- 7) to carry out mutually agreed responsibilities.

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AMERICARE HOME CARE SERVICES

141 MARKET STREET, BLOOMSBURG, PA 17815

CONTRACT PAGE 2

Client Call Outs:

- Responsible for notifying us of any changes.
- Adherence to the established plan of care.
- Promptly inform us of any issues.
- Ensure a safe and transparent work environment for providers.
- Refrain from requesting services not within the scope of provided offerings.



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141 MARKET STREET, BLOOMSBURG, PA 17815
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CONTRACT PAGE 3

What we do:

We should perform certain services to establish our service offerings. Think of it as your morning routine – getting up, using the restroom, taking a shower, brushing your teeth, combing your hair, and getting dressed. These are the essential services we must provide. Alongside these, consider offering additional chore-type services such as tidying up, vacuuming, doing laundry, and running errands for the client.



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Americare Home Care Services, Inc.

Home Service Contract

In consideration of the amount paid by you to Americare Home Care Services, Inc., (hereinafter "we, us, our"), we shall arrange for appropriately trained and supervised service providers to provide Home Services, up to the number of Hours purchased in a given stated period of time, according to the terms and conditions herein. The number of Hours purchased are listed on the application attached. In the event that you exhaust the contracted number of Hours, you may contract for additional hours at an hourly rate. "You" means the person who signs the Contract Application. "Client" means the person on whose behalf we provide services.

The Services we will provide you when you request them are:

- 1) Assist Client with bathing (bed or tub) and/or showering.
- 2) Assist Client with oral care (care of teeth and mouth).
- 3) Assist Client with grooming (nail care for non-diabetics, shaving, light make-up).
- 4) Assist Client with getting dressed.
- 5) Assist Client with ambulatory activities (wheelchair, walker, cane).
- 6) Assist Client with transferring (to and from bed, chair, bed pan or commode).
- 7) Observe, report and document Client status and the care and services provided.

Additional Services (only provided when the services listed above are being provided):

- 1) Prepare meals for Client (all dietary requirements or restrictions must be provided to Americare at the time of request in order to create a proper Plan of Service).
- 2) Assist Client with eating.
- 3) Wash the Client's personal laundry.
- 4) Food shop for the Client as needed.
- 5) Tidy kitchen after food preparation.
- 6) Make the Client's bed and change linens as needed.
- 7) Dust and vacuum the Client's living areas.
- 8) Shop for toiletries and personal items as needed.
- 9) Keep the Client's bathroom tidy.
- 10) Provide Client with medication reminders.
- 11) Provide transportation outside the Client's home (maximum of 12 transports, not to exceed 4 hours per transport), for medical reasons only (such as to and from a doctor's office, prescribed therapy, or to a pharmacy to obtain a prescription). Subject to availability.

Even when providing the above services, we will not:

- 1) Scrub floors or wash/shampoo rugs or carpets.
- 2) Wash windows.
- 3) Do any household maintenance or yard work.
- 4) Provide any services to anybody other than the Client for whom services have been requested and arranged.
- 5) Clean cabinets.
- 6) Clean areas of the residence such as attics, basements, additional bedrooms or bathrooms other than those used regularly by the Client.
- 7) Wash walls or woodwork.
- 8) Transport the Client or other person outside the Client's house for non-medical reasons.
- 9) Provide companion or respite services.

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AMERICARE HOME CARE SERVICES

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CONTRACT PAGE 3

What we don't do:

Provide services to anyone other than the client. We do not do maintenance work, outside work, heavy cleaning, or transport the client anywhere other than the 12 medically related transportation.



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CONTRACT PAGE 4

- Contracts are preneed and ineligible if service is needed when signed or care is anticipated such as a planned surgery.
- They can be paid in installments but must be paid in full when used.
- Contracts stay valid until all hours are used, with unused hours recalculated annually.
- Compliance with state and local regulations is mandatory.
- There is a 15-day cancellation period for contracts.



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Americare Home Care Services, Inc.

Definitions and Terms

HOME SERVICE CONTRACT: Means that the services are not intended to be used at the time of application, but are reserved for use at client's request per terms and conditions.

COMPENSATION: During the Term of this contract, you will pay the Fee set forth in the attached application. If the client requests services, the balance of the contract cost may become due and payable. If you fail to make any payment when due, we may terminate this contract immediately without any liability whatsoever on our part.

TERM: This contract shall remain in effect until all contracted number of hours have been provided. At the end of each 365-day period from the Date of Transaction the contract cost will be due and payable for the next 365-day period. The contract cost each 365-day period will be the recalculated "per hour" cost described on page 7 for the remaining unused hours. If no care hours were received the cost will be the same as the previous 365-day period. When all contracted hours have been used the AHCS contract will end. No further AHCS contract will be offered.

LIMITATIONS: We are not responsible for damage or breakage to your personal property during the course of rendering Services, and you further agree not to bring legal action to recover money or replacement for any broken or damaged property used during the provision of our services, or for any other recovery for loss or damage to you or your property. We are responsible for our gross negligence or a caregiver's willful misconduct in the performance of services. Continuous care will be provided on a live-in basis. We shall not provide Service under this contract beyond the contracted number of hours.

CONFORMITY WITH STATE STATUTES: If in our opinion, this contract does not comply with applicable law, we will treat it as though it had been changed to comply with those laws. Any valid portions will remain binding on you and us even though other portions of it may not comply with applicable law.

GOVERNING JURISDICTION: The laws of the State of Pennsylvania govern this contract.

TAX: The amount of any present or future sales, services, use service, excise, or other similar tax which we shall be liable to pay over either on our own or your behalf with respect to our obligation to furnish services hereunder, shall be in addition to the Fee paid by you under this contract and shall be paid by you together with payments due under Compensation above or upon rendition of separate invoice covering such tax.

DEATH: Upon the death of the Client there shall be no refund for payments made by you for the current Term.

CANCELLATION: You may cancel this transaction, without any penalty or obligation within fifteen business days after the Date of Transaction. (Note: If services were provided prior to receipt of your notice to cancel, the actual cost of the services provided shall be deducted from the amount you paid.) If you cancel, payments made by you less the actual cost of services provided will be returned within fifteen business days following receipt by us of your notice to cancel. To cancel this transaction, mail or deliver a signed and dated copy of the attached cancellation notice or any other written notice to: Americare Home Care Services, Inc., 141 Market Street, Bloomsburg, PA 17815, within fifteen business days of the Date of Transaction.

ENTIRE AGREEMENT: This contract, application, notice of cancellation, and definitions and terms contain all the agreements between you and us. By signing this contract, you and Americare agree to do what the contract says. Nothing said orally by you or us to one another changes any of the terms of this contract. This contract may not be modified except in writing signed by you and us.

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AMERICARE HOME CARE SERVICES

141 MARKET STREET, BLOOMSBURG, PA 17815

CONTRACT PAGE 5

- Services will be offered up to the specified number of hours as indicated on the application page upon request.
- The service plan will be decided by Americare and the client.
- Services cannot be rendered if all payments have not been made.
- If anyone in the household poses a risk to themselves or others.
- If a medical professional deems it unsafe for us to provide services, recommends hospitalization, or institutionalization.
- Or if the requested services are not covered in the contract.

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Terms and Conditions of Service

Upon request by You, we will provide Services, up to the total number of hours listed on your application. You agree that:

- A) the Services will be provided according to a Plan of Service determined by Americare Home Care Services, Inc., and mutually agreed to by You and Americare; Services will not be denied for reason of medical condition, except as provided in item B iii, below.
- B) We are not responsible for providing any Services if:
 - i) You have not made all payments due at the time services are requested; If the client requests services, the balance of the contract cost may become due and payable;
 - ii) anyone at the place where services are to be provided is dangerous and poses a threat to a caregiver;
 - iii) a medical professional acting on behalf of the Client has determined that our providing Services will be medically detrimental to the Client, or otherwise recommends against us from providing Services;
 - iv) the Client is advised that he/she requires hospitalization or personal care in an institutional setting outside the Client's residence such as a nursing home or assisted living facility and/or that remaining at home would be dangerous or adverse to the Client's health and well being;
 - v) the Services requested are not those listed in your Contract.

NOTIFICATION AND START OF SERVICES: In order to obtain services, you must notify Americare by calling 1-870-784-7113. Otherwise, no services will be provided by your contract. When we receive (by you) Notification that you are requesting services, we will arrange for services to be provided as quickly as possible, but in no event more than 48 hours after the request has been made. You and the Client agree to cooperate as necessary, and to provide complete information and any authorization we need to arrange for a suitable caregiver.

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AMERICARE HOME CARE SERVICES

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CONTRACT PAGE 6

- The plan of services are set up by the home office and the client, the time, days, and hours per day are decided. Americare will set up with local agencies that are part of the provider network. Changes in the service plan require 48 hours to change.
- The contract is not in effect until it is accepted by the home office.
- These contract have a paid in full option if the contract has been paid in full for 10 years. They will not have to pay the yearly payment but will still have the hours available for use.

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Americare Home Care Services, Inc.

Home Service Contract

PLAN OF SERVICE: The schedule of services to be provided to the Client upon request. The Plan of Service includes the type(s) of services to be provided, the number of hours during which those services will be provided, and the scheduling of days and times for providing the services. The Plan of Service will be developed by Americare Home Care Services, Inc.'s service provider and will be reviewed by You for your concurrence. The Plan of Service will require a 48-hour notification for any changes. Cancellations without 48-hour notice will be charged to the client's contract. In the event that a Plan of Service conflicts with the directives of a medical professional acting on behalf of the Client, those directives will supersede the Plan of Service, and the Plan of Service will be modified or suspended to be consistent with those directives.

HOURS: The total number of hours for which we provide services to the Client under this Contract. That number is listed on the Application page of this Contract.

SERVICE PROVIDER: Is defined as an agency or individual approved by us, that has a thorough criminal background check (when required by state law) and meets your State's standards and requirements for training, service and safety.

DATE OF TRANSACTION: This contract is not effective until it has been accepted and approved by Americare Home Care Services, Inc. home office. Upon acceptance and approval the effective date is the Date of Transaction.

10-YEAR LOYALTY CONTRACT: *(effective 1/1/2018)* A paid up AHCS contract after 10 consecutive years of being a client. Qualifications apply

- Qualifications:
- i) must be an AHCS client for ten consecutive years
 - ii) must have made all payments on or before the due dates
 - iii) must not have used any contract hours during the 10-year period
 - iv) If a client increases or decreases hours during the 10 years, the Loyalty Contract will be for the lowest hours purchased.

Loyalty Contract will be a no expense life contract. Loyalty Contract will be valid until all hours are used or the client no longer lives in his or her home or upon the death of the client.

ASSIGNMENT: Is defined as, "performing services listed on page 3 herein, to a person other than the client (applicant whose signature appears on the application herein.)". Assignment of this contract or the balance thereof to an immediate family may only occur with our prior written consent.

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AMERICARE HOME CARE SERVICES

141 MARKET STREET, BLOOMSBURG, PA 17815

CONTRACT PAGE 7

Ensure the contract is completed completely.

Company Use Only	Amount Received	Date Received	Salesperson
Americare Home Care Services, Inc. 141 MARKET STREET, BLOOMSBURG, PA 17815		Home Service Contract Application	
Name of Client <input type="text"/>		Social Security Number <input type="text"/>	
Address <input type="text"/>		Contracted Number of Hours <input type="radio"/> Other <input type="radio"/> 450 <input type="radio"/> 600 <input type="radio"/> 750 <input type="radio"/> 1000 <input type="radio"/> 1150 <input type="radio"/> 1300 <input type="radio"/> 1450	
City	County	State	Zip
<input type="text"/>			
Telephone	Date of Birth	Age	Height Weight
()	/ /		
Date of Transaction _____ Contract Cost \$ _____ Amount Paid \$ _____ <input type="radio"/> One Payment <input type="radio"/> Two Payments <input type="radio"/> Four Payments <input type="radio"/> Bank Draft			
Do you have a long-term care or home health care insurance policy? YES NO			
CONTRACT COST: The cost of services to you is \$_____ per hour. This amount is being charged without regard to any medical need or condition and is without regard to any estimate or contingency of your actual or anticipated use of services.			
APPLICATION: This application is part of your contract. Carefully review this application for accuracy & completeness before you sign it. Write to us immediately upon discovery of any missing or incorrect information on this application. CANCELLATION: You the applicant, may cancel this transaction at any time prior to midnight of the fifteenth business day after the date of transaction. See the attached notice of cancellation form for an explanation of this right.			
Signature Of Applicant X		Date of Transaction / /	
<u>DO NOT SIGN</u> this application until you review the "Terms of Service" and ALL completed information in this application for accuracy and completeness.		Effective Date if Different / /	
<u>For Home Office Use Only</u> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>			
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Original to Company - Copy remains in Contract			

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CONTRACT PAGE 8

- If a contract is canceled the client must send the notice of cancellation to the corporate office.



<p align="center">NOTICE OF CANCELLATION <i>Evolutionary Concepts™ a Division of</i> Americare Home Care Services, Inc. 141 Market Street, Bloomsburg, PA 17815 1-800-342-1886</p> <p>Date of Transaction _____</p> <p><small>You may cancel this transaction without any penalty or obligation, within fifteen business days from the above date. If you cancel, payments made by you under the contract will be returned within fifteen business days following receipt by Americare of your cancellation notice. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Americare Home Care Services, Inc. at 141 Market Street, Bloomsburg, PA 17815 not later than midnight of _____.</small></p> <p>I hereby cancel this transaction. X _____ Date _____</p>
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<p align="center">NOTICE OF CANCELLATION <i>Evolutionary Concepts™ a Division of</i> Americare Home Care Services, Inc. 141 Market Street, Bloomsburg, PA 17815 1-800-342-1886</p> <p>Date of Transaction _____</p> <p><small>You may cancel this transaction without any penalty or obligation, within fifteen business days from the above date. If you cancel, payments made by you under the contract will be returned within fifteen business days following receipt by Americare of your cancellation notice. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Americare Home Care Services, Inc. at 141 Market Street, Bloomsburg, PA 17815 not later than midnight of _____.</small></p> <p>I hereby cancel this transaction. X _____ Date _____</p>
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<p align="center">RECEIPT <i>Evolutionary Concepts™ a Division of</i> Americare Home Care Services, Inc. 141 Market Street, Bloomsburg, PA 17815 1-800-342-1886</p> <p>Received From _____ On _____</p> <p><small>A payment of \$ _____ for a Service contract with Americare Home Care Services, Inc. This receipt is not valid unless signed by a representative of Americare and any payment made by you must be good and collectible. The purchaser acknowledges that they have purchased a Service contract providing Home Services.</small></p> <p>YOUR SIGNATURE BELOW VERIFIES THAT YOU HAVE RECEIVED THE FOLLOWING:</p> <p>a) <i>Service Contract with completed application</i> b) <i>Notice of Cancellation in duplicate</i> c) <i>Completed receipt</i></p> <p>X _____ Date _____ Purchaser</p> <p>X _____ Date _____ Signature of agent Print Authorization Number</p>
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Original to Company - carbon copy remains in contract