

## FAMILY ASSISTANCE AGREEMENT

This agreement is entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, by and between PEDICARE STAFFING AGENCY, LLC (DBA PEDICARE NURSING AGENCY) a Mississippi limited liability company (hereinafter referred to as "PediCare"), and \_\_\_\_\_, natural parents and/or legal guardians (hereinafter referred to as the "Client") for \_\_\_\_\_ a minor resident of the State of Mississippi (hereinafter referred to as the "Patient").

WHEREAS, PediCare is engaged in the business of connecting licensed healthcare professionals with PediCare Patients/Clients for the purpose of providing private duty nursing services and other special assistance to PediCare patients; and

WHEREAS, PediCare has often entered into an independent contractor relationship with Contractors to perform nursing services to PediCare patients; and

WHEREAS, PediCare also employs certain healthcare professionals to perform healthcare services to PediCare patients.

NOW THEREFORE, it is mutually agreed upon as follows:

1. Consent to Receive Services. Client hereby consents, for and on behalf of the above stated PediCare patient, for Contractors or Employees to render healthcare services unto this PediCare patient.
2. Eligibility Determination. Prior to PediCare providing nurses for nursing services unto PediCare patient, as anticipated, the Client shall provide sufficient personal and medical information unto PediCare to determine if services rendered are covered and reimbursable by MS Medicaid or personal insurance policy or any other applicable programs. Following the determination that services to PediCare Patient are eligible for and approved for reimbursement, Medicaid or other insurance agency will determine the number of reimbursable hours allocated to the Patient. The Client shall be responsible for updating and providing information to PediCare regarding any changes in the Patient's circumstances which could impact qualification for reimbursements. Upon the determination that the Patient no longer qualifies for reimbursement, or if reimbursement is reduced or otherwise changed, all services from PediCare may cease at PediCare's sole discretion. If reimbursement by a State or Federal program or personal health insurance program is not available due to the direct actions or lack of action of the Client, the Client then agrees to reimburse

PediCare for services already rendered at the reimbursable rate set by the program previously covering services.

3. Provision of Services. Following the determinations for reimbursement in the paragraph above, PediCare will connect nurse contractors, other healthcare contractors, or employees for the purpose of rendering healthcare services unto the PediCare patient, in accordance with the terms of any and all orders prescribed by the PediCare patient's physicians. The Client and PediCare shall mutually determine the volume and frequency of the use of approved reimbursable hours to receive services. Such determination must be reasonable and agreed upon. If requested by the Client and is agreeable with the nurse contractor or employee, the nurse may travel with the PediCare patient to attend regular activities of daily living outside the home. The Client agrees not to cancel a scheduled shift for PediCare employees or Contractors without reasonable cause and advanced notice. Neither PediCare nor Contractors shall provide medical orders, treatment alternatives or otherwise make any medical diagnosis relating to PediCare patient's medical conditions. PediCare may refuse to provide services via nurse contractors or employees for any reason, in its sole and absolute discretion. Conversely, the Client may choose to discontinue PediCare services at any time, in its sole and absolute discretion.
4. Clients' Standard. The Client agrees to provide a home environment that is safe and free from foreseeable harm. The Client agrees to act in a professional manor toward all PediCare employees and/or Contractors. If harassment, threatening behavior, verbal threats or violence is enacted upon any employee of PediCare or Contractor, services will be terminated at the sole discretion of PediCare without advanced warning.
5. Billing. PediCare shall directly bill Medicaid, private insurance companies or any other applicable program for nurse contractors and employee services, according to its routine accounting and billing practices. PediCare has consent to use the patient's medical and personal information as necessary for billing purposes. PediCare shall be solely responsible for all payments made to Contractors and employees which cover services rendered which are eligible for reimbursement.
6. Confidential Information. PediCare and Contractors are respectively responsible for each party's compliance with all privacy statutes and regulations regarding Protected Health Information (as defined in 45 C.F.R. 160.103, the Health Insurance Protection and Portability Act of 1996), including but not limited to health related information and/or information or descriptions of any Contractor's interaction with the PediCare patient.
7. Termination. This agreement shall be terminated upon the determination that services are not eligible for reimbursement under state or federal healthcare

programs, or upon notice by the termination party. A notice for termination of this Agreement may be effective upon written delivery or upon such time and date as is agreed upon between the parties.

8. **Indemnity:** The Client will protect, defend, indemnify and hold harmless PediCare with respect to any losses, claims, damages, liabilities or related expenses (including but not limited to, reasonable attorney's fees and expenses) to which PediCare, or its' officers or owners may become subject to as a result of: (i) the breach of this agreement; (ii) any third party claim or claims made or threatened against PediCare arising out of any loss, injury or damage due to an act or omission of an independent contractor.
9. **Governing Law.** It is the intention of the parties hereto that this Agreement and the performance hereunder and all suits and special proceedings hereunder be construed in accordance with and under and pursuant to the laws of the State of Mississippi and that in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Mississippi shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.
10. **Severability:** It is agreed that if any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared void or unenforceable shall be reformed and modified by the court so as to be enforceable. It is further agreed that this Agreement shall not diminish or otherwise impair any rights, remedies or causes of action to which PediCare is entitled.
11. **Entire Agreement.** This Agreement contains the complete agreement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or any representations including the execution and delivery hereof except such representations as are specifically set forth herein and each of the parties hereto acknowledges that they have relied on their own independent judgment in entering into this Agreement. The parties hereto further acknowledge that any representations that may have heretofore been made by either of them to the other are of no effect and that neither of them has relied thereon in connection with his or her or its dealings with the other.
12. **Modification.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the part to be charged therewith; and the parties further agree that the provisions of the section may not be waived except herein set forth.

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_.

COMPANY:

PEDICARE STAFFING AGENCY, LLC, a  
Mississippi limited liability company

By:

\_\_\_\_\_  
Melissa E. Flanagin, Manager

CLIENT:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature