

3405 NW 9<sup>th</sup> Ave. Ste. 1205  
Ft. Lauderdale, FL 33309  
Ph: 954-318-0747



15455 W. Dixie Hwy. Unit A  
N. Miami Bch, FL 33162  
Ph: 305-947-7292

## **Patient Consent and Service Agreement**

I or my authorized personal representative agrees to commence health care services with Caring Home Care, Inc. Services include but are not limited to my physician plan of treatment or services requested by me, personally, or by my authorized personal representative. I authorize Caring Home Care, Inc. to release any of my medical records and pertinent information concerning my care and hereby authorize Caring Home Care, Inc. to speak to my physician, family members, and my insurance carrier regarding my care. I acknowledge that I have received the Statement of Advanced directives and the information has been discussed with me to my satisfaction.

I or my personal representative authorizes Caring Home Care, Inc. to accept an assignment of benefits, and receive payment on my behalf from insurance companies and/or third party payers. I acknowledge that I will be personally responsible for all deductibles, copayments, or any charges not covered by my insurance company or third party payer. By signing a credit card authorization agreement, Caring Home Care, Inc. will automatically bill my credit card for any services not covered by a third party payer.

As a Self-Pay patient, I will complete a credit card authorization agreement for weekly billing of health care services.

As a Self-Pay patient, paying by personal check, I agree to provide a two week deposit for projected hours of service prior to the agreed start of care date.

In accordance with conditions of licensure, Caring Home Care, Inc. is providing you with the following information: As a licensed Nurse Registry in the state of Florida, Caring Home Care, Inc. abides by Title IV of the Civil Rights act of 1964. No person shall be denied care or employment because of race, sex, color, creed, handicap or age.

I understand that Caring Home Care, Inc. is a nurse registry providing me with an independent contractor with their own professional liability insurance. Caring Home Care, Inc. is licensed by the Agency for Health Care Administration under chapter 59-A-18. The client maintains complete control over the independent contractor as it relates to hours worked, work performance and termination of services.

I or my personal representative agrees to allow a Registered Nurse (RN) from Caring Home Care, Inc. to make periodic visits, as needed, to your home to assess the quality of care provided and may be billed as a separate fee.

I and/or my personal representative will Not attempt to solicit any of the caregivers (independent contractors) registered with Caring Home Care, Inc. to work for me privately during the time of this agreement and for a period of 6 months after services have terminated. If I violate the agreement, I will pay a sum of \$3,000 in liquidated damages to Caring Home Care, Inc.

***\*\*To report abuse, neglect or exploitation call 1-800-96-ABUSE. The hotline is available 24 hours daily\*\****

Client Name: \_\_\_\_\_ Date: \_\_\_\_\_

Client/personal rep guarantor signature: \_\_\_\_\_

Client/personal rep Print Name: \_\_\_\_\_

Caring Home Care rep. signature: \_\_\_\_\_ Date: \_\_\_\_\_

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## GUARANTEE OF PAYMENT

### Client Information

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

### Guarantor Information

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**1. GUARANTY:** By signing this guaranty, I guarantee to the Service Provider above named ("Caring Home Care") that all sums due for services rendered to the above named Client pursuant to the Service Agreement, a copy, of which I have been provided with, will be paid when it is due, no matter what may happen. This means that Caring Home Care can demand payment from me if the Client fails to pay it in full for all of the monetary obligations contained in the Service Agreement. I also agree to be personally bound by the terms of the Non-Solicitation Agreement contained in the Service Agreement.

**2. RESPONSIBILITY:** I understand that I am responsible for payment of the full amount due to Caring Home Care by the Client even if there are other Guarantors, this includes but is not limited to the finance charge of 1.5% for a maximum 18% per annum charged on all invoices past due for 30 days from the date on the invoice. Caring can demand payment from me without first (a) seeking payment from Client or (b) trying to collect from the Client's Long Term Care Insurance if any. Should any balance be referred for collection, I further agree to pay all reasonable costs of collection including attorney's fees, disbursements, court costs, interest and any other fees permitted by law.

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**3. WAIVERS:** I HEREBY SPECIFICALLY WAIVE PERSONAL SERVICE AND HEREBY AGREE TO ACCEPT SERVICE BY CERTIFIED MAIL AND WAIVE ANY RIGHT TO REQUEST A TRIAL BY JURY IN ANY LITIGATION WITH RESPECT TO THIS GUARANTY. I REPRESENT THAT COUNSEL HAS BEEN CONSULTED SPECIFICALLY AS TO THIS WAIVER OR, THAT I HAVE SPECIFICALLY WAIVED THE RIGHT TO SEEK LEGAL ADVICE. I HEREBY WAIVE THE RIGHT TO INTERPOSE ANY COUNTERCLAIM OR OFFSET OF ANY NATURE IN ANY SUCH LITIGATION.

**4. NOTICES:** Caring Home Care does not have to notify me, that any Obligation has not been paid. Caring only has to notify me when you wish me to make a payment under this Guaranty. Caring Home Care does not have to notify me of any changes in the Service Agreement or in the fee schedule established therein.

**5. VALIDITY:** If any part of this guaranty is determined by a court to be invalid, the rest will remain in effect

**6. LAW:** This guaranty will be governed by the law of and constructed in accordance with the laws of the State of **Florida** and will be litigated in that State or in Federal Courts located within that State. Any litigation commenced in accordance with the laws of the State of Florida will be instituted within Dade, Broward or Palm Beach counties.

**7. HEIRS:** This guaranty will bind my heirs, executors, administrators, successors and assigns.

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Guarantor signature/Date

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Witness signature/Date