



Client Service Agreement

Full Name

Date of Birth

Gulf Coast Concierge Nursing

NURSING SERVICES AGREEMENT (Please read in its entirety)

This Nursing Services Agreement (this "Agreement") is entered into as of the date below, by and between Gulf Coast Concierge Nursing ("Independent Nurse Contractor") and (above name individual ("Client"). Each Nurse Provider and Client may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS, Independent Nurse Contractor provided certain nursing services, as defined below, and Independent Nurse Contractor desires to provide (sell) such nursing services under the terms and conditions set forth in this Agreement; and

WHEREAS Client desires to purchase the Services offered for sale by Independent Nurse Contractor under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and for other services and valuable consideration exchanged by the Parties as set forth in this Agreement, the Parties, intending to be legally bound, hereby mutually agreed as follows:

1. Sale of Nursing Services: Independent Nurse Contractor (Gulf Coast Concierge Nursing) agrees to provide an agreed upon service package which will be carried out at the Clients desired location (home, hospital, or hotel), and Client agrees to specified package prices

2. Payment Agreement: Client will pay to Gulf Coast Concierge Nursing for the services and for all obligations specified in this Agreement, if any, as the full and complete purchase price, according to the package chosen on client intake form.

Examples of Nursing Services that are provided with packages:

- ♥ Assistance with transportation from Surgery Center to place of recovery if family unavailable for transport. Transport to surgery must be arranged by client.
- ♥ Monitoring for comfort and complications
- ♥ Vital Signs
- ♥ Medication reminders
- ♥ Meal assistance (client to provide food)
- ♥ Pharmacy and grocery pick up
- ♥ Assistance with Walking and Range of motion
- ♥ Bathroom Assistance, basic hygiene
- ♥ Shower assistance + assistance with compression garment
- ♥ Drain Care and Output measurement of applicable
- ♥ Monitoring of Surgical Site(s)
- ♥ Post Op Education
- ♥ Care coordination, surgeon communication

All package times begin at the time the nurse arrives. Please note that 1 hour is allotted for nurse travel each day.

Packages hours run consecutively each day and are divisible as follows

- ♥ 4 Hours (one day) \$600
- ♥ 8 Hours (divisible up to a max of two days) \$1200
- ♥ 12 Hours (divisible up to a max of 3 days) \$1600
- ♥ 18 Hours (divisible over 3 days with 12 being overnight) \$2400
- ♥ 24 Hours (divisible over 3 days up to a max of 6 days, with 12-24 hours for overnight care) \$3200

Total care hours provided are not to exceed the package hours purchased.

Miscellaneous Non-scheduled services: For dressings, drains, or needed support. ~\$300 to be paid at time of service for all non-scheduled check-ups

Additional Hours: If additional hours are requested, they may be added on as available in increments of 4 hours. Add on hours are billed at \$150/hr and must be paid via invoice in advance of the service date/time.

Additional Transport Assistance: Transport with the surgical RN may be coordinated for the initial post op appointment within Sarasota, FL and Manatee County between the hours of 9am-2pm, at the clients expense. A licensed and insured driver will be scheduled for transport of the nurse and client. Maximum driving distance of 20 miles from your place of recovery to the facility. It is recommended that you stay close to your facility if your post op appointments will be scheduled for the day or two after your surgery. We will need to be notified of your post op appointment time 24 hours prior so that we may adequately plan to serve you optimally.

Clients must schedule the Premium (8 hour) package or higher to ensure that you have enough hours for transport for post op and follow up appointment. The nurse will need to account for travel to you, pick up, transporting you to the facility, waiting during your appointment, and then transporting you back to your place of recovery. This will require a minimum of four hours available. Clients may prefer to use their nursing hours for care rather than transport, we are flexible with your preference.

Transport is provided within nursing package hours only. Please plan ahead to coordinate appointment times within the hours above with your facility if you would prefer us to transport with you. Most facilities schedule within the 9am-2pm timeframe, if your appointment is later, we may be able to accommodate this, however we are unable to accommodate appointments prior to 8am, nor appointments or pick up locations outside of Sarasota, FL and Manatee County.

Also included with all packages:

Phone access to RN via telehealth during the package and for 24 hours after completion of service, please note, this is for general questions and check ins during normal business hours. For urgent or emergency situations, you should call 911 and/or the surgery facility.

3. Payment: Service Provider will invoice the Client upon the agreed desired services. Client agrees to pay a nonrefundable deposit equal to 50% of total invoice to hold surgery dates if scheduling at least 14 days in advance. Unless otherwise stated, the remaining balance for the Services is due no later than 7 days prior to surgery date. In the event the balance is not paid in full, the contractor reserves the right to cancel service without a refund. The full amount will be invoiced for surgery dates within 14 days of scheduling.

4. Delivery of Services: Service Provider will provide the agreed upon services for the Client on the scheduled dates at the clients place of recovery. **Your surgery date is held only upon completion of the client intake, this service agreement, and the 50% invoice deposit/payment in full. Dates are not held without a deposit. Payment in full is required if scheduling within two weeks of your procedure.**

5. Cancellation Policy: If the Client has paid for or any part of a planned service and the scheduled procedure/appointment is canceled by the surgeon/physician, a 75% refund will be given back to the Client within 10 days of the cancellation. The remaining 25% is transferable to a new date. There will be a 25% charge for cancellation 7 days or less prior to service date. Documentation of cancellation with no rescheduling per surgeon's office is eligible for 75% refund.

6. Right of Inspection: Clients shall be allowed to ask any questions or voice any concerns prior to receiving services and shall do so before receiving any type of mind-altering medications on procedure day. Once sedative or mind-altering medications are given, a next of kin or power of attorney for the client can act as the client regarding this contract.

7. Force Majeure: Independent Nurse Contractor shall not be responsible for any claims or damages resulting from any delays in performance or for non-performance due to unforeseen circumstances or causes beyond Independent Nurse Contractor's reasonable control.

8. Limitation of Liability: Independent Nurse Contractor will not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether Independent Nurse Contractor has been advised of the possibility of any such damage. In no event will Independent Nurse Contractor's liability exceed the price paid by the client to Independent Nurse Contractor for the services provided to rise to the claim or cause of action.

9. Amendments: No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.

10. Governing Law: The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, not including its conflicts of law provisions.

11. Disputes: Any dispute arising from this Agreement shall be resolved in the courts of the State of Florida.

12. Entire Agreement: This Agreement contains the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to such subject matter.

13. Waiver: No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

14. Miscellaneous: This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and assigns. The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

15. Indemnification and Hold Harmless: I agree to indemnify and hold Gulf Coast Concierge Nursing including without limitation any of its respective officers, directors, employees, representatives, agents, as well as all associated entities harmless from any and all liability, claims, actions, suits, causes of action, costs, attorney fees, expenses, and damages of whatever kind or nature including but not limited to personal injury, accidents, complications, as well as claims which relate to or arise out of or in connection with utilizing this service.

16. Transportation Waiver: In consideration of the risk of injury while participating in transportation provided by Gulf Coast Concierge Nursing, and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Gulf Coast Concierge Nursing and its representatives, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical, or emotional loss, that I may suffer as a direct result of participation in the aforementioned Activity, including traveling to and from an event related to this activity.

By signing below the client is also indicating understanding of the following:

The private nursing services provided under this agreement are not reimbursable by insurance.

Gulf Coast Concierge Nursing is not a home care agency and is a provider of private enhanced nursing and recovery assistance services.

I acknowledge that I am signing this agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of waiver of all liability to the greatest extent allowed by law.

I understand that recovery support services are not a replacement for medical care, emergency care, or guidance from my treating physician or surgeon.

I the client have read this this agreement in its entirety,

I, the client, am using my true identity and payment information for the services to be provided.

CANCELLATIONS: YOU, THE CLIENT, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO 7 DAYS BEFORE THE DATE OF SERVICE. Payment for services is NONREFUNDABLE other than as mentioned above.

Your surgeon may require that you have a companion for the first 24 hours and/or overnight the first night after surgery. If you are not traveling with a companion and will not be scheduling overnight care with Gulf Coast Concierge Nursing, by signing below, you acknowledge and agree that you are aware of this requirement. You further acknowledge that you will notify your surgeon and/or facility of your care arrangement.

Signature

Date

Keep/carry a "Driver License or other Government Issue Identification" with the form.

Client Signature

