



## Private Service Agreement

Under this Service Agreement made as of this day \_\_\_\_/\_\_\_\_/\_\_\_\_ between Preferred GOLD, located at 2357 60<sup>th</sup> Street, Brooklyn, NY 11204, \_\_\_\_\_ (the “Client”), who resides at \_\_\_\_\_ and \_\_\_\_\_ (the “Responsible Party”), who resides at \_\_\_\_\_, Preferred GOLD shall provide Client with Licensed Nurses, Certified Home Health Aides, and/or Personal Care Assistants as mutually determined, under the responsibilities and terms agreed to below.

**NOTE: All agreed to rates, duration of services and total liability are indicated and agreed to on the Service Authorization and rates are as indicated on Schedule A unless otherwise indicated below.**  
**All rates are all subject to change.**

### **Services to be Provided and agreed upon**

#### **Scope of Services**

Preferred GOLD will provide services on a best efforts basis to meet the coverage needs of the Client. Preferred GOLD reserves the right to assign coverage if, in Preferred GOLD’s sole discretion, a Client’s health and safety are in question. Daily service minimums shall apply as set forth in Schedule A.

#### **Responsibilities of Preferred GOLD**

Preferred GOLD shall:

- A. Perform an initial assessment by a nurse who will develop a plan of care and have it authorized by your Physician or authorized practitioner as required by regulations. Fees apply as set forth in Schedule A.
- B. Perform a re-visit by a nurse who will ensure that services are being provided as agreed upon and makes any necessary updates or changes to the Plan of Care, as required by regulations. Fees apply as set forth in Schedule A.
- C. Administer the scheduling and services provided by Preferred GOLD employees for the Client.
- D. Be responsible for payment of wages and other compensation, benefits and taxes for its employees.
- E. Ensure compliance with all licensing and filing requirements for Preferred GOLD employees including registration and background check.
- F. Provide the Client with a weekly invoice of services provided.

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- G. Provide licensing information and invoices to client for submission to Long Term Care or Catastrophic Insurance policies for reimbursement.

### **Responsibilities of the Client/Responsible Party**

Client/Responsible Party shall:

- A. Provide accurate information to enable Preferred GOLD to make fair and equitable decisions about the care and services to be provided.
- B. Notify Preferred GOLD of any changes or cancellations of scheduled coverage 24 hours in advance of cancellation. Cancellation notices received less than 24 hours before the start of a scheduled shift, will result in the full cost for the previously agreed upon hours for that day.
- C. Communicate all changes in schedule, coverage and requests for service exclusively with the Preferred GOLD branch office directly, not the caregiver(s) or the corporate office.
- D. Not recruit, offer or discuss employment with any employee of Preferred GOLD. Client and Responsible Party shall be liable for liquidated damages resulting from a breach of this provision of the Service Agreement. By signing the Service Agreement, Client and Responsible Party agree to pay a fee of \$10,000 if Client and Responsible Party, directly or indirectly, hire a care provider or other or former employee of Preferred GOLD within one year after services have ended. Any breach of this provision would damage Preferred GOLD's ability to provide quality care to our Clients generally, and would result in a claim for damages in the amount of \$10,000 for each employee wrongfully solicited or hired by Client and Responsible Party, as well as a claim for wrongful interference with the contract between Preferred GOLD and the employee, plus Preferred GOLD's costs of collection of the liquidated damages and any resulting litigation costs including attorneys' fees.
- E. Allow Preferred GOLD caregivers use of the landline phone located in the client's residence or facility at the beginning and end of each assignment for time and attendance tracking. All phone calls are toll free.
- F. Make prompt payment for all services provided under this Service Agreement.

### **Miscellaneous:**

Unless specifically agreed to in writing between Preferred GOLD and the Client/Responsible Party:

- A. All out of pocket expenses incurred between the Preferred GOLD employee and the Client shall be strictly between the Preferred GOLD employee and the Client. Preferred GOLD accepts no responsibility for employee-Client transactions and discourages them.
- B. Client and Responsible Party shall not engage the participation of any Preferred GOLD caregiver in personal financial transactions or share personal financial information including but not limited to account numbers, account access information and codes, etc. without the express written consent or prior arrangement with Preferred GOLD. Client and Responsible Party release Preferred GOLD from any liability or obligation arising from the unauthorized use of cash or other items paid or given to personnel and may not make any deduction for any claims arising from such use from any amounts due Preferred GOLD.
- C. Employees are not permitted to accept tip or gifts from the Client or families

**Consent and Authorization for Services**

Client and Responsible Party hereby consent to the terms of this agreement for services provided by Preferred GOLD. To the extent Responsible Party authorizes services to be provided to Client, Responsible Party warrants that it is legally authorized to consent to services on Client’s behalf.

**This agreement consists of 3 pages, plus the additional Rate Sheet, the Service Authorization and the Payment Form. This is the Total Agreement agreed to and referenced in this paragraph. By signing this agreement, I acknowledge that I have read and understand all the terms and conditions set forth within this agreement and agree to all terms and conditions.**

**Consent and Authorization for Payment for Services:**

Payment – A two-week security deposit is required before the commencement of services. Services are billed weekly and due upon receipt. For services requested for less than 2 weeks, the security deposit serves as a prepayment of services. Security deposits will be refunded once all outstanding balances are paid in full. Preferred Gold may use the security deposit to pay off all balances and refund any unused portion of the security deposit. Security deposits will be refunded by the method it was received. Hours over 40 per week for each individual caregiver shall be billed at time and one half. Preferred accepts American Express, Visa, MasterCard and Discover and in extenuating circumstances checks.

In addition, Client and Responsible Party authorize Preferred GOLD to invoice for services rendered on a weekly basis pursuant to the rates set forth in Schedule A. Each such invoice will include services rendered during the preceding seven (7) days with net payment due on receipt of invoice. Overdue balances will be subject to assessment of a 1.5% monthly late fee on the unpaid balance, collection costs, and attorneys’ fees for payments in default (collectively the “late fees”). Payments received for accounts overdue or in default will first be applied to late payment fees, collection costs and attorney fees and then to the underlying unpaid principal amount. All Payments shall be paid in accordance with Financial Payment Form. However, any default in payment in accordance with Financial Payment Form shall not relieve Client or Responsible Party from making prompt payment by alternative means. Any missed payment or credit card decline of charge shall constitute a default entitling Preferred GOLD to late fees and the right in its sole discretion to terminate this Services Agreement upon three days’ notice to Client.

**Client and Responsible Party jointly and severally accept responsibility for payment of services provided to the Client receiving services as named in this agreement.**

A copy of Patient Rights and Responsibilities, Rate Sheet, and HIPAA rights have been received and reviewed with the Client.

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Responsible Party

\_\_\_\_\_  
Date

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**Rate Schedule A**  
**New York City (5 Boroughs)**  
**Effective March 1, 2019**

<b>Client Services</b>	<b>Unit</b>	<b>Billing Rate</b>
RN Care Management		Included - No Additional Charge
Escort	4 Hours Minimum Additional per hour	\$135/flat \$32/hour
Private Nurse - Start of Care	Per Visit	\$125/visit
Nurse Follow up/Revisit	Per Visit	\$85.00/visit
Home Health Aide (HHA)	4 Hour Minimum	\$29.00/hour Single \$44.00/hour Mutual
HHA Live-In Services	Per Day	\$400.00/day Single \$520.00/day Mutual
Skilled Nursing RN	Per Visit	\$150.00/visit
Nurse Medication Pre-Pour	Per Visit	\$125/visit
Shift Work RN	Per Hour	\$95/hour
Shift Work LPN	Per Hour	\$65/hour
RN Medical Escort	First Hour Additional Hourly	\$140.00/hour \$85.00 /hour
Travel Nursing		Domestic - \$1800 per day International - \$2000 per day

**All rates are subject to change.**

While receiving private duty services, there will be additional charges from time to time, including but not limited to, holidays, special services, and early dismissal of employee or overtime.

Preferred GOLD week starts on Saturday and ends on Friday at midnight. The rates identified above will be billed at time and one-half for all holidays recognized by Preferred GOLD, which include:

New Year's Day    Memorial Day    Independence Day  
Thanksgiving Day    Christmas Day    Labor Day

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