

Around the Clock In-Home Care Referrals LLC



Referral Fee Agreement

PURPOSE: Subject to the terms of this Agreement, Around The Clock In-Home Care Referrals LLC (ATC”) has agreed to refer Registered Nurses (RN), Licensed Practical Nurses (LPN), Certified Nursing Assistant (CNA), Home Health Aides (HHA), and other in-home care providers (collectively, “Contractors”) to the Client so that the Client may select a Contractor to provide in-home care for the Client. It is fully understood that the Contractors are employed by the Client and are not employed by ATC. This Agreement details the expectations and responsibilities of the parties.

DEFINITIONS:

- Client: “Client” means the undersigned individual requesting a referral of a Contractor to preform in-home services or an individual agreeing to pay for the provision of such services to another person.
- Contractor: “Contractor” means the independent contractor (RN, LPN, CNA, HHA, etc.) who was referred by ATC and hired by the Client to provide in-home care services.
- ATC: “ATC” means AROUND THE CLOCK IN-HOME CARE REFERRALS, LLC, a Corporation, with an office at 5580 Peakes Brook Road, Delhi, NY 13753-3329 hereinafter called "ATC".

AGREEMENT:

1. SERVICE. ATC agrees to:
 - a. Meet with Client regarding Client’s in-home needs (level of care, hours, location, duties etc.);
 - b. Contact potential Contractors as to the Client’s in-home needs;
and
 - c. Collect and provide Client with the names, resumes and references of interested Contractors.

Notes: It is ATC’s goal to assist Client with identifying a qualified and professional Contractor. However, please understand that, as a referral source:

(1) ATC cannot provide a medical opinion as to the level of in-home care required by Client. Clients are encouraged to consult with treating

providers regarding the level of care required.

(2) ATC cannot make any representations or assurances regarding in-home care outcomes.

(3) ATC cannot act as an agent of or for Client to pay Contractor or to intervene in any disputes between Client and Contractor.

(4) ATC cannot assist Client in billing an insurance company or seeking reimbursement of monies paid for in-home care.

(5) ATC cannot involve itself in the day-to-day provision of in-home care services or assist Client in the management of Contractor.

2. TERMS OF CONTRACT. The term of this Agreement shall begin on the date this Agreement is signed and shall extend until terminated as provided for herein.

3. PAYMENT FOR SERVICE.

a. Client shall pay the ATC or its assignee a Referral Fee as set forth on Attachment for each hour that Contractor performs in-home care services for Client. The duty to pay the Referral Fee shall survive termination of this Agreement.

b. Payment of the Referral Fee shall be made by Client to ATC or its assignee and not to Contractor. Client agrees that it will not include (or offset) the Referral Fee in any monies that are or may be due Contractor.

c. Unless other terms are agreed to in writing, Client agrees to pay the Referral Fee to ATC or its assignee on a weekly basis at the address specified above.

d. Client personally guarantees the prompt payment of the Referral Fee. In the event of default, Client agrees to pay the cost of collection, to include reasonable attorney's fees.

4. INDEPENDENT CONTRACTOR STATUS.

a. Client understands that Contractor is an independent contractor and that Contractor has no authority to bind, act for or on behalf of the ATC.

b. Client understands that the ATC is an independent contractor and that ATC has no authority to bind, act for or on behalf of Contractor.

c. Client understands that Contractor is Client's employee or vendor and is not an employee of ATC. Client understands that Client is responsible for any compensation due the Contractor. Client (and Contractor, if applicable) are also responsible for the payment of any taxes, including, without limitation, all federal, state and local personal and business income taxes, social security taxes, unemployment taxes, sales and use taxes, other business taxes and license fees arising out of the activities of the Contractor. Client agrees to indemnify and hold ATC harmless from any claims that ATC owes Contractor compensation for services provided to Client.

d. Client is responsible for negotiating the terms and conditions of employment with the Contractor, to include expectations on rules and attendance, coverage, vacations/absences, etc. and for generally managing the work of the Contractor.

5. TERMINATION. This Agreement may be terminated for any reason by either party by giving the other party 30 days' notice and may be terminated for cause at any time upon notice. However, Client's duty to pay the Referral Fee shall survive termination of this Agreement.

6. ASSIGNMENT. ATC may assign its rights to another party and, in that event, will so notify the Client who shall pay the Referral Fee to ATC's assignee.

7. MODIFICATIONS. No modification of this Agreement shall be valid unless such modification is in writing and signed by Client and ATC.

8. WAIVER. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person or party against whom charged.

9. APPLICABLE LAW. This Agreement shall be subject to and governed by the laws of the State of New York.

10. INVALID PROVISION. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed as if such invalid or unenforceable provisions were omitted.

11. ARBITRATION. Except for a claim by ATC pertaining to Referral Fees due ATC, all other controversies or claims arising out of or relating to this Agreement shall be settled by arbitration in the State of New York, County of Delaware, in accordance with the rules of the American Arbitration Association, one Arbitrator, and shall be enforceable in any court having competent jurisdiction.

IN WITNESS WHEREOF, the parties have duly executed this Agreement this _____ day of _____, 201__.

CLIENT

**AROUND THE CLOCK IN-HOME
CARE REFERRALS, LLC**

Name:
Title:

By: _____
Name:
Title:

ATTACHMENT

Effective November 1, 2014, the Referral Fee is calculated as follows:

1. Referral Fee – the Referral Fee for routine, non-exigent referrals is Two Dollars (\$2.00) per hour worked by the Contractor.
2. Exigent Referral Fee – the Referral Fee for non-routine and exigent referrals (i.e., requests to ATC to refer a Contractor with less than 48 hours advance notice; to refer a short-term Contractor to provide coverage over a Holiday, etc.) is Three Dollars (\$3.00) per hour worked by the Contractor.