

## Friends of Family On-Boarding Documents

### CLIENT FAMILY CONFIDENTIALITY AGREEMENT AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the "Agreement") is made and entered into effective on

Between the family of

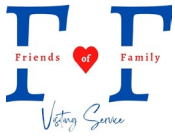
*First Name of Individual to Be Visited*

*Last Name of Individual to Be Visited*

And **Friends of Family Visiting Service** (the "Company")

The Client Family and the Company agree as follows:

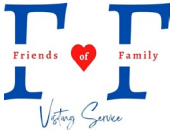
- 1) Acknowledgement of Private Family Information. The Company acknowledges that during his/her engagement with the Client Family, the Company will be exposed to the following secret and confidential items that constitute the Client Family's private family information ("Private Family Information"): family members' medical histories and medical conditions, the Client Family's financial information, Client Family relationships and family dynamics, family passwords, and other matters related to the Client Family. **The Company expressly acknowledges that if the Private Family Information should become known by any individuals outside the Client Family, such knowledge would result in substantial hardship, loss, damage, and injury to the Client Family.**
- 2) Nondisclosure of Private Family Information & Confidentiality. The Company agrees that the Company will not, during the term of the Company's engagement with the Client Family or any time thereafter, directly or indirectly disclose the Client Family's Private Family Information to any entity or any person who is not a member of the Client Family or an employee of Friends of Family Visiting Service. The Company hereby agrees that she/he:
  - a. shall not, directly or indirectly, disclose any Private Family Information in any way and
  - b. shall limit access to Private Family Information solely to those persons or entities to whom such disclosure is expressly permitted by this Agreement. Nothing herein is intended, nor shall it, grant Company any ownership rights to the Private Family Information and, to the extent that Company owns any right, title, and/or interest in or to such Private Family Information, then Company hereby irrevocably assigns and conveys such rights to the Client Family without the need for further remuneration from the Client Family to the Company. Under no circumstances shall the Company permit any disclosure of such Private Family Information to any person or entity to which disclosure is prohibited by this Agreement. The Company agrees to maintain the Private Family Information in the strictest trust and confidence. The company further agrees not to retain written or electronic Private Family Information.
- 3) Client Family's Remedies. **THE COMPANY AGREES THAT ALL OBLIGATIONS IMPOSED UPON THE COMPANY BY THIS AGREEMENT SHALL SURVIVE THE TERMINATION OF THE**



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**COMPANY'S ENGAGEMENT WITH THE CLIENT FAMILY.** If the Company breaches or threatens to breach any term or provision contained in this Agreement, the Company agrees that the Client Family will be entitled to seek and obtain temporary and/or permanent injunctive relief to enjoin the Company from violating the terms and provisions of this Agreement. The right of the Client Family to seek and obtain such relief will not be construed to prevent the Client Family from pursuing, either conjunctively or concurrently, any other legal or equitable remedies.

- 4) At Will Engagement. Nothing in this Agreement is intended to create any contract relating to the term of the Company's engagement with the Client Family. If the relationship between the Company and the Client Family is specified by a separate agreement, the terms of that agreement shall control the term of the Company's engagement. If no other written agreement specifies the term of the Company's engagement, the Company's engagement shall be deemed "at will."
- 5) Mutual Preparation. Each party has read the foregoing Agreement, fully understands the contents herein, has been or has had the opportunity to be independently advised as to its legal effect, and is under no duress or pressure of any sort to execute it. This Agreement reflects the mutual understanding of the parties with respect to all subject matter addressed herein and shall be construed accordingly.
- 6) Applicable Law. This Agreement shall be construed in accordance with the laws of the State of North Carolina.
- 7) Waiver. Any waiver by any party, expressed or implied, of a default or breach of any term of this Agreement shall not be deemed to be a waiver of any other default or breach. Failure of a party to declare or act upon any default will not constitute a waiver of such default.
- 8) Attorney's Fees. If the Company breaches this Agreement and the Client Family employs an attorney as a result of such breach, the Company agrees to pay to the Client Family all such reasonable attorney's fees, court costs, and expenses as the Client Family may incur.
- 9) Assignment. This Agreement is non-assignable and non-delegable.
- 10) Entire Agreement. This Agreement contains the complete and exclusive agreement of the Client Family and the Company concerning the Company's engagement, and all discussions, agreements, and statements are merged into this agreement. This Agreement may not be changed orally, but except where expressly provided herein, this Agreement may be changed only in writing and signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought. The recitals set forth above are true, correct, and contractual in nature and are hereby incorporated into this Agreement by this reference.
- 11) Indemnification. The Company shall indemnify, defend (with counsel acceptable to the Client Family), and hold the Client Family harmless from and against any and all losses, costs, damages, claims, liabilities, or expenses, including reasonable attorneys' fees and costs, in any way arising from or related to the failure of the Company to observe or perform any obligation under this Agreement.



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- 12) Company's Acknowledgment of Consideration. The Company hereby represents, warrants and covenants that in connection with his/her obligations set forth herein, he/she has received, is receiving and/or will be receiving adequate consideration.

**I HAVE READ, UNDERSTAND, AND AGREE TO ALL ASPECTS OF THIS AGREEMENT.**

### PARTICIPANT INFORMATION:

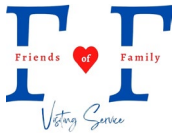
First Name of Individual to Be Visited

Last Name of Individual to Be Visited

Signature of Individual to Be Visited

Date

Reviewed:



## Friends of Family On-Boarding Documents

### AUTHORIZATION TO USE AND DISCLOSE HEALTH INFORMATION

#### ***Notice to Visited Family Member (Participant that will be visited):***

Completing this form will allow Friends of Family Visiting Services to:

- 1) Use your health information for a particular purpose, and
- 2) Share your health information with the individual or entity you identify on this form.
  - a. If you want to cancel this authorization form, send us a written request to revoke it using the email address at the bottom of this page.

Friends of Family Visiting Service cannot promise that the person or group you allow us to share your health information with will not share it with someone else.

***I permit Friends of Family Visiting Service to use my health information for the purpose identified or to share my health information with the person or group named below. The purpose of the authorization is:***

- 1) to allow Friends of Family to help me with my benefits and services***
- 2) to permit Friends of Family Visiting Service to share my health information with individuals listed within the family contacts***

#### PERSON OR GROUP TO RECEIVE INFORMATION

**Company:** Friends of Family Visiting Service

**Address:** 5000 Centre Green Way, Suite 500

**City, State, Zip:** Cary, NC, 29513

#### PARTICIPANT INFORMATION:

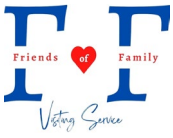
First Name of Individual to Be Visited

Last Name of Individual to Be Visited

Signature of Individual to Be Visited

Date

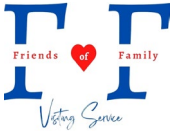
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### FRIENDS OF FAMILY VISITING SERVICE AGREEMENT

- 1) **Services Provided:** Friends of Family Visiting Service helps families who may need additional supports by way of a trusted agency partner. Our services do not replace or offer professional medical, accounting, legal or any additional professional services requiring a specific licensure. Our staff will make lay observations during our visitation sessions and will document such observations within the visitation notes provided to the family lead. Below are the descriptions of the services provided by Friends of Family Visiting Service.
  - a. **Relationship Subscription:** Monthly relationship maintenance service to develop rapport with the client through tele-visits and/or in-person visits. This 2-unit (15 min per unit) baseline service can be delivered in several combinations: a 2-unit tele-visit, a 2-unit in-person visit, or a 1-unit tele-visit and 1-unit in-person visit. To encourage the fidelity of the relationship-maintained structure, these units cannot be delivered within the same week. Relationship maintenance subscriptions expire on the last calendar day of the month and cannot be carried over to the next month. **Canceled relationship subscription** units must be rescheduled within three (3) calendar days prior to the close of the month.
  - b. **Ad-Hoc Visits:** Ad-hoc visits are an added value service that is delivered in conjunction to the monthly relationship subscription plan. These visits are provided in 15-minute unit increments and families can request up to eight (8) units (2 hours) per visit with a maximum of forty (40) units (10 hours) per week and two hundred (200) units (50 hours) per month. Ad-hoc visits must be scheduled at least five (5) calendar days in advance. Below are the descriptions of the various ad-hoc visiting Services provided.
    - i. **Medical and institutional ad-hoc visitations** can be provided within an institutional setting. For definition purposes, an institution is defined as an establishment that furnishes food, shelter and some treatment or services to four or more persons unrelated to a proprietor. This can include but is not limited to a hospital, behavioral health facility, rehabilitation facility, long-term nursing facility or an assisted living facility. These ad-hoc visitations will not offer any professional medical advice. Friends of Family Visiting Services staff will offer lay perspective observations and relationship-centered support during the medical/institutional visit.
    - ii. **Business transaction ad-hoc visitations** can be provided within a variety of settings. These ad-hoc visits do not offer legal or professional advice. Friends of Family Visiting Services staff will offer lay perspective observations and relationship-centered support during the business transaction visit.
    - iii. **Social ad-hoc visitations** can be provided in a variety of settings. These ad-hoc visits do not offer any professional services nor provide any domestic services on behalf of the visited family member. Friends of Family Visiting Services Staff will make lay perspective observations and relationship-centered support during the social visit.
  - c. **On-Call Ad-Hoc Visits** can be scheduled on the same day and delivered within a 3-hour window.



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- 2) **Fees and Payment:** Subscription payments are collected monthly on the 28<sup>th</sup> of each month by way of the approved payment listed within the system. All traditional ad-hoc and on-call ad-hoc visit payments are collected by way of the approved payment listed within the system. All traditional ad-hoc visits are immediately billed and payment will be processed the same day of booking. On-call ad-hoc visits are billed, and payment will be processed within two (2) calendar days **after** the delivery of services. Fees are subject to change with prior notice from the Provider.
- 3) **Termination:** Either party may terminate this Agreement with thirty (30) days written notice. Notification of termination must be delivered to the administrative team via email (cancelations@fofvisits.com) at Friends of Family Visiting Services. In the event of termination, Client shall be responsible for payment for services rendered up to the termination date.
- 4) **Liability:** Provider shall not be liable for any damages or injuries resulting from the actions of the Client or any third party while services are being provided. ***Client acknowledges that the provider is not a skilled professional*** and that Friends of Family Visiting Services are delivered from a lay perspective.
- 5) **Insurance:** Provider agrees to maintain appropriate liability insurance coverage for the duration of this Agreement.
- 6) **Governing Law:** This Agreement shall be governed by the laws of North Carolina. Any disputes arising out of or related to this Agreement shall be resolved through arbitration in accordance with the rules of the American Arbitration Association.
- 7) **Entire Agreement:** This Agreement constitutes the entire understanding between the parties concerning the subject matter herein and supersedes all prior agreements and understandings, whether oral or written.

### PARTICIPANT INFORMATION:

First Name of Individual to Be Visited

Last Name of Individual to Be Visited

Signature of Individual to Be Visited

Date

Reviewed: