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**Post Operative Private Care Agreement**

 **I. The Parties**. This PostOperative Private Care Agreement (“agreement”) is by and between\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Client (“recipient”) and Premier Recovery Care LLC (“post operative care provider”).

 **II. Term of Agreement.** This agreement shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“effective date”) and may be terminated by either party upon reasonable notice to the other party.

 **III. Purpose.** The purpose of this agreement is to set forth the terms and conditions under which the post operative care provider will assist \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the recipient with instrumental activities of post operative daily living in order for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the recipient to adhere to instructions given by their plastic/aesthetic/cosmetic, surgeon/doctor.

 **IV. Employment Status**: The post operative care provider shall be recognized as a 1099 independent contractor. The post operative care provider is acting in their own accord providing a service which recognizes the post operative care provider as an independent contractor as defined under federal and state law.

**V. Compensation**. Recipient shall pay the post operative care provider at the pre determined and invoiced rate. Any additional services requested shall be paid for at time of service.

**a.) Post Operative Care Provider**’s **Commitment**. The post operative care provider shall provide their services as pre arranged, mutually agreed on and described on the detailed invoice. Services shall be executed in a professional manner and in accordance with good industry practices. Best efforts will be used but no results are guaranteed.

**b.) Room and Board**. The recipient shall not be offering housing assistance to the post operative care provider, unless prior arrangements have been made.

 **c.) Reimbursement**. Recipient shall reimburse post operative care provider for all out of pocket expenses borne by caregiver in connection with the services performed for the recipient’s benefit, including but not limited to parking or valet charges, and prescription costs for medication pick up. If the post operative care provider is to drive their own vehicle, he or she shall be reimbursed for the amount listed with the Internal Revenue Service, .58 cents per mile.

**VI. Schedule**. The post operative care provider shall adhere to the pre determined schedule listed on the invoice at the start of this agreement. If there are any schedule changes, both parties must agree and the invoice is updated to reflect changes, and conditions are bound by this agreement. Schedules must be set and we cannot, “play it by ear” in order to provide adequate care. If a revised schedule is agreed upon and the client wants less time or care than originally discussed, the client forfeits any deposits or monies paid to secure requested date(s) of service.

**VII. Services to be Performed**. The post operative care provider agrees to provide care to recipient at Premier Recovery Care’s home (North Miami Beach or Doral locations) or suitable destination determined by the patient (hotel, private residence, or air bnb). Services to be provided by the post operative care provider will include, but shall not necessarily be limited to:

 **a.) Transportation** The post operative care provider shall provide transportation as described in the original invoice, any additional transportation or errands will be paid at the time of service.

 **b.) Meals**. The post operative care provider shall be required to provide meals on a daily basis in accordance with the meal arrangements outlined on the invoice. The post operative care provider shall be required to prepare 3 meals only in a recovery home setting. Private care clients have the option to purchase a meal plan, personal chef, or the post operative care provider can cook meals the client provides.

 **c.) Cleaning**. The post operative care provider shall perform the following cleaning services as part of their duties: light housekeeping and laundry,

 **d.) Financial**. The post operative care provider will not be asked to conduct financial activities on behalf of the recipient. All financial matters shall be handled by the recipient.

 **e.) Administration of Medication**. The post operative care provider is required to instruct and help the recipient take all prescribed medication and assist in their daily living and exercising routines as ordered by their plastic/aesthetic/cosmetic, surgeon/doctor.

 **f.) Assistance with Everyday Life**. The post operative care provider shall be responsible for transferring the patient to and from their bed, chair, toilet, or any other location as needed, scheduling tasks and making appointments, and keeping a careful monitor on all the patient's health levels.

**VIII. Vehicle**. The post operative care provider shall not be provided with a vehicle. The post operative care provider shall be reimbursed by the recipient in accordance with the Internal Revenue Service’s reimbursement rate .58 cents per mile driven. Therefore, the post operative care provider shall be required to maintain a mileage log and submit to the recipient upon request.

 **IX. Social Media.** Recipient understands that limited information about his/her location, plans for the day, video, and pictures of the recipient shall be shared on any social media network for marketing purposes. The post operative care provider will be required to not inform strangers or third (3rd) parties where he or she shall be spending their time unless the recipient grants consent. Recipient may only grant such consent if he or she is able to make conscious decisions on their behalf.

 **X. Amendments**. This agreement may be modified or amended under the condition that any such amendment is attached and authorized by the parties.

**XI. Severability**. This agreement shall remain in effect under the circumstance a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

 **XII. Governing Law**. This agreement shall be governed under the laws in the state of Georgia, Florida, and any other state or country, where services are rendered.

**XIII. Additional Terms and Conditions**.

**a.) Invoices.** Premier Recovery Care LLC will invoice recipient and full payment is due prior to start of services. Recipient agrees to pay invoice(s) by the due date(s) specified. Unpaid or overdue invoices may result in suspension or termination of services.

**b.) Payment method(s).** Payment will be made to Premier Recovery Care LLC via cash, or by any other payment method determined by the business.

**c.) No refunds.** The customer will be assumed to have accepted services unconditionally unless a claim that the service(s) are defective and is made within 15 minutes from the start of service.

**d.) Authority to sign.** Each party has the authority to enter into this contract and to perform all of its obligations under this contract.

**e.) Termination of contract.** The contract ends after services are rendered, unless one of the parties ends the contract before that time. If one of the parties chooses to end the contract prior to the prearranged date of service, the client forfeits any deposits or monies paid to secure requested date(s) of service.

**f.) Deposits.** Deposits are non refundable. In the event dates of service(s) need to be changed, your deposit allows you ONE free date change and to secure services for a future date (within 365 calendar days) if there availability for your desired service(s).

**g.) Abuse.** **All members of our staff are to be treated with courtesy and respect.** Premier Recovery Care LLC **has a Zero Tolerance Policy**. This means that aggressive or violent behavior, including but not limited to physical acts, verbal threats, verbal obscenities, or creating an environment where staff does not feel safe, will not be tolerated under any circumstances. Services will be terminated immediately, the client forfeits any deposits or monies paid to secure requested date(s) of service.

**h.) Outside or 3rd Parties.** Private post operative care has been pre arranged between the post operative care provider and the recipient, the post operative care provider will not be required to inform 3rd parties (anyone not listed in this agreement) of coordination of care, common practices, or disclose any information without the recipients’ consent. We expect 3rd parties to respect the **Hands off Approach;** they are expected to not interfere with care, be helpful, and be additional support. If at any time actions of a 3rd party creates an unsafe or hostile environment for the post operative care provider, a verbal warning may be given if the situation permits to remedy the situation. If the situation is deemed unsafe or becomes a hostile environment, this falls under Premier Recovery Care LLC’s **Zero Tolerance Policy.** Services will be terminated immediately, the client forfeits any deposits or monies paid to secure requested date(s) of service.

**i.) Covid-19 Exposures and Prevention Protocol.** Clients and their guests (if applicable) are asked to adhere to all Covid-19 preventative measures to slow the spread of Covid-19. We expect both clients and their guest (if applicable) to wear masks, stay at least 6 feet away from others who do not live in your house hold, avoid crowds (beaches, clubs, and etc), clean your hands often, either with soap and water for 20 seconds or a hand sanitizer that contains at least 60% alcohol, avoid close contact with people who are sick, over your cough or sneeze with a tissue, then throw the tissue in the trash, and monitor your health daily. For the safety of our clients and staff, we require that clients and their guests (if applicable) refrain from going to the beach, clubs, or crowded events and returning to the area where recovery care is being rendered. We require clients and their guests (if applicable) be Covid-19 free, not have had Covid-19 in the past 14 calendar days, and if requested, to submit to a rapid Covid-19 test. If the client and or guest(s) (if applicable) do not adhere to our Covid-19 exposure and prevention protocol, this falls under Premier Recovery Care LLC’s **Zero Tolerance Policy.** Services will be terminated immediately, the client forfeits any deposits or monies paid to secure requested date(s) of service.

**j.) Charge Backs.** Payment for services rendered is due in full prior to arrival, disputing charges with your financial institution(s) after receiving services is considered theft of service in the state of Florida and you will be prosecuted to the fullest extent of the law.

**XIV. Entire Agreement**. This agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this agreement supersedes any prior agreements, promises, conditions, or understandings between the caregiver and recipient.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Recipient Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Premier Recovery Care LLC Representative/Provider Signature