



## PRIVATE HEALTH CONCIERGE AGREEMENT

*Please review this Agreement carefully. If you have any questions, concerns, or issues about the content of this Agreement, please contact us for clarification before signing it. We also recommend that you contact your own attorney to review this document before signing it.*

THIS AGREEMENT is made effective as of \_\_\_\_\_, between Helping Hands ConciergeRN, PLLC, a professional limited liability company organized and existing under the laws of the State of Minnesota and having an address at 6820 Rolling Hills Road, Corcoran MN, 55340 (“Agency”) and \_\_\_\_\_ (“Client”).

In consideration of the mutual covenants and condition herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agency and Client agree as follows:

- Services:** Agency is a private duty nursing agency and nursing concierge service. Agency provides direct nursing care and personal services that are administered by a licensed registered nurse (the “Nurse”). At the Client’s direction, the nursing and personal care services will be provided in the Client’s home or at other locations as chosen by the Client and approved by the Agency, in its reasonable discretion. This Agreement will outline the terms that govern the Agency’s services and the Client’s responsibilities.
- Obligation of Agency:** Private duty services will be provided by a registered nurse practicing in accordance with currently accepted methods of practice within the Minnesota Nurse Practice Act issued by the Minnesota Board of Nursing and will be registered with a current license in the State of Minnesota. The Nurse shall provide care to the Client shall be determined on a case-by-case basis and shall be agreed upon by both the Agency and Client. The Agency or the assigned Nurse will discuss the Client’s plan of care with the Client and answer Client questions. The Nurse will make every effort to provide the Client with exemplary care and suggest appropriate resources to facilitate the Client’s care. Agency Nurses shall maintain the Client’s confidentiality.
- Obligations of the Client:** The Client will provide accurate information to the Agency and Nurse to ensure appropriate health care is provided.
- Disclosure:** The Agency is not affiliated with the Client’s physician or the physician’s staff. The Agency is also not affiliated with any third-party service provider that may provide services which are arranged by the Agency pursuant to the transportation or concierge services required by the Client. The Agency does not make legal or medical decisions for the Client and shall not be liable for any consequences accruing as a result of the legal or medical decisions made by the Client, the Client’s legal representative or physician. Client hereby waives all claims against the Agency for any damages or consequences of said legal or medical decisions. In the event Client elects home care rather than care at a medical facility which is contrary to the medical advice of the Client’s treating physician, the Agency shall not be held responsible for any damages or the consequences of this decision. The Nurse has the right to refuse to perform specific treatment which does not fall within his or her scope of practice. However, the Nurse will make every effort to guide you to the appropriate services as needed by the Client. In addition, a Client whose condition is deemed unstable or requires urgent or emergency care will not be eligible for acceptance by the



Agency. The Agency has a right to refuse to provide services to a Client who is deemed unstable for private transportation or private nursing services.

5. **Mileage Reimbursement:** A mileage reimbursement fee of 58.5 cents per mile will be assessed for mileage incurred in excess of twenty-five (25) miles, for errands performed on behalf of Client, distance traveled from point of Agency to medical appointments on behalf of the Client and distance traveled from the surgical site to point of recovery and post-operative visits.
6. **Statement of Patient Privacy Rights:** You have the right to know why the Agency needs to ask you questions. Collected health information will be utilized to ensure you receive quality health care services. You have the right to have your personal care information kept confidential. The Agency will keep anything we learn about you confidential. This means only those who are legally authorized to know, or who have a medical need to know, will see your personal information upon your approval. All other information collected by the Agency, for purpose of improving care to you, will be disclosed anonymously. You have the right to refuse to answer questions asked by the Agency. We may need your help in collecting your health information. If you choose not to answer, we will fill in the information as best as we can. You do not have to answer every question to obtain services. You have the right to look at your personal health information collected by the Agency. We know how important it is that the information we collect about you is correct. If you think we made a mistake, ask us to correct it.
7. **Advanced Directive for Health Care:** Unless an advance directive is on file with the Agency, all efforts will be made by your Nurse to preserve your life in the unlikely event of an emergency or other medical complication. You understand that it is the policy of the Agency to respect individual choice and to avoid discrimination based on whether you have an advance directive, but without an advanced directive we will make all reasonable efforts to preserve your life. Please place your initials on the line indicating you fully understand the Agency's policy on Advanced Directives. \_\_\_\_\_
8. **Release of Information:** You hereby consent to and authorize the Agency to disclose and release information contained in your clinical record to the health care providers involved in your care if requested by your health care provider.
9. **Payment for Services:** Agency services are private pay only. We do not bill third-party payors and we do not accept Insurance. The Agency requires payment in full for all services requested upon the signing of this Agreement. *Payment may be made in cash, Credit Card, Venmo or PayPal. Concierge flat rate services and scheduled hourly services are both available and shall be paid in full upon receiving Agency invoice. **All accounts not paid in full within 30 days are subject to a 10% monthly finance charge.***

**CONCIERGE SERVICES PROVIDED**

<b>Clinical Coordination</b>	<b>\$75/Hour</b>
<b>Clinical Accompaniment</b>	<b>\$75/Hour</b>
<b>Nursing Services</b>	<b>\$90/Hour 4 hour minimum</b>

*Rates are quoted on a case-by-case basis. We will bill and collect monies before services are rendered in some cases.*



10. **Reimbursement of Expenses:** In addition to Agency's hourly rate, Client will reimburse Agency for any items purchased on behalf of and at the request of Client. All necessary expenses including parking incurred by Agency will be reimbursed.
11. **Cancellation Policy:** The Agency must be notified of a service cancellation at least twenty-four (24) hours prior to the scheduled time of service to be issued a refund of payment. If a Client cancels Agency's services within twenty-four (24) hours of the scheduled time of service, the Agency will refund the Client fifty (50) percent of Client's payment. If the medical professional providing the medical procedure and/or surgery cancels the Client shall receive a full refund. If the Client discontinues the services of the Agency after the Agency has commenced services, Client shall be responsible for the payment of all hours identified in this Agreement since these times were specifically scheduled and held for Client. **Severe Weather:** In severe weather, Agency may determine it is not safe for the Agency/Nurse to travel and may need to cancel. Agency will notify Client and reschedule services.
12. **Limitation of Liability:** Under no circumstances shall the Agency be liable or responsible for any services provided by third parties. The Client shall indemnify, defend, and hold harmless the Agency and its successors, officers, members, agents and employees from any and all actions, causes of action, claims, demands, cost, liabilities, expenses, and damages (including attorney's fees and disbursements) arising out of, or in connection with, any services provided by any third-party service provider that provides services which are arranged by the Agency pursuant under the terms of this Agreement. The Agency shall not be liable for any consequences accruing as a result of the legal or medical decisions made by the Client, the Client's legal representative, or physician. The Client hereby waives all claims against the Agency, its members, agents, and employees for any damages or consequences of said medical or legal decisions in the event the Client elects home care rather than care at a medical facility or surgical center which is contrary to the medical advice of the Client's treating physician, the Agency shall not be liable for any damages or the consequences of this decision. Additionally, the Client is solely responsible for taking their own prescription medication and waives any claim against the Agency for adverse consequences to the Client resulting from taking the prescribed medication.
13. **Arbitration.** The parties agree that any dispute or controversy arising out of this Agreement shall be settled by arbitration to be held in Minnesota in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the Parties. Judgment may be entered on the arbitrator's decision in any court having authority with the State of Minnesota. The Parties shall each pay one-half of the costs and expenses of such arbitration, and each of the Parties shall separately pay attorney fees and expenses.
14. **Entire Agreement:** This Agreement contains a complete agreement between the parties and shall supersede and revoke all other prior agreements, whether written or oral. The parties stipulate that neither of them has made any representations except as specifically set forth in this Agreement, and each of the parties acknowledges that they have relied on his/her own judgment in entering into this agreement. Any amendment to this Agreement shall be valid only if it is in writing and executed by both parties.



15. **Disclaimer:** Agency is a professional, private patient advocacy business. The Services that the Agency provides are NOT payable/reimbursable by Client's health insurance company.

**Client acknowledges that Agency is NOT providing Client with medical advice, legal advice, or professional advice of any kind. Client should seek medical advice from one or more duly licensed physicians before making any decision related to medical care. Client should seek legal advice from one or more duly licensed attorneys before making any decision related to legal matters. Agency provides general information, logistical support, guidance, and emotional support, but does NOT provide legal advice, medical advice or professional advice of any kind. Client acknowledges that any decision must be made by Client and/or Client's representatives and NOT by the Agency. Client agrees to hold the Agency harmless from any decision or action that Client makes in connection with or as a result of any information Client receives from Agency, Agency's website or any other Agency promotional materials.**

Client is freely and voluntarily signing this Agreement of their own free will.

The parties hereto have executed this Agreement as of the date indicated below.

Dated: \_\_\_\_\_

Client: \_\_\_\_\_ Date: \_\_\_\_\_

Helping Hands ConciergeRN, PLLC

\_\_\_\_\_  
By Jennifer Cornelius, its President/CEO