



Exclusive to the VETERANS HOME CARE Family

PROVIDER AGREEMENT

THIS PROVIDER AGREEMENT ("Agreement") is made and entered into as of _____ ("Effective Date") by and between _____ a _____ limited liability company ("Company"), _____, dba (if applicable), _____ a home care Provider, licensed and duly operating in the State of _____, with its principal place of business located at _____ ("Provider").

WHEREAS, Company owns and operates a care management business which coordinates, monitors, manages and/or provides financial assistance to elderly, low-income, war-time veterans and/or their spouses in immediate need of quality home care services ("Clients"); and,

WHEREAS, Provider owns and operates a licensed, insured and/or bonded home care agency which provides home care services, including, but not limited to, assistance with activities of daily living ("Services");

WHEREAS, Company and Provider desire to enter into this Agreement to provide Services in accordance with the terms herein;

AGREEMENT

For these reasons and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RESPONSIBILITIES OF PROVIDER

1.1. Services. Upon Company's request, Provider agrees to provide Company's Clients the Services described in EXHIBIT A, which is made a part of this Agreement.

1.2. Initial Client Visit/Client Needs Assessment. Provider shall schedule an initial visit with Client within five (5) calendar days of receipt of SOC (as defined below). Any delays in the initial visit should be communicated to Company as soon as reasonably possible. Company agrees to provide a Client Needs Assessment ("CNA"). From time to time, Company may request an updated CNA. Provider agrees to conduct, complete and return the updated CNA within fourteen (14) days of request.

1.3. Start of Care. Company shall send a Start of Care Notice ("SOC") to Provider in the form attached hereto as EXHIBIT B by fax or email. Provider agrees to designate a fax number and email for receipt of SOC. Provider agrees to assign a care giver appropriate to the Client listed on the SOC. Provider agrees to commence Services for designated Client within seven (7) calendar days following receipt of SOC. The service hours ("Service Hours") per Month represent the care requested and needed by the Client.

1.4. Service Hours per Month. The Company shall outline the number of Service Hours in the SOC for each designated client. Commencement of Services shall constitute Provider's acceptance of the Service Hours stated in the SOC. Provider will not be paid for any Service Hours provided in excess of that prescribed in the SOC, unless expressly agreed to in writing. Provider agrees to notify Company in writing immediately upon learning it is unable to provide the designated Service Hours. Service Hours are subject to change upon notice by Company in the form of a new SOC. The

changes shall be effective three (3) days upon receipt of a new SOC, unless otherwise indicated in SOC.

1.5. Quality of Care and Standards. Provider represents and warrants that all personnel providing Services pursuant to this Agreement are competent and appropriate to the Client's needs, including, but not limited to being, duly qualified, trained, certified and licensed (if required by law or any accrediting Provider or body). Provider further represents and warrants that it screens its employees and independent contractors by verifying employment history and completing criminal background checks. Provider covenants that its personnel (both employees and independent contractors) will perform all Services carefully, safely, skillfully and in a manner in compliance with all applicable professional and community standards, federal, state and local government laws and regulations. When requested by Company, Provider will provide information which enables Company to assess the professional standards and compliance of Provider with the hiring practices described above and the training, competency, accreditation and other pertinent information concerning Provider's Service personnel.

1.6. Conflict of Interest. Without first obtaining written consent of Company, Provider shall not hire nor discuss hiring family members of Company's Clients to provide services to Clients. Provider, including its agents and employees, shall not co-sign (in any capacity) any of Clients' contracts with Company.

1.7. Plan of Care. Provider shall regularly communicate, on a basis mutually agreeable to the parties, with Company regarding the care of Clients, changes, and response to actions as defined in each Client's plan of care created by Provider via the applicable CNA. Provider further agrees to complete and provide an updated CNA within fourteen (14) days of any observed changes to the client's needs or upon the request of Company. Provider further agrees to immediately notify Company upon learning of any change in Client's well-being that impacts their quality of life or care (e.g., hospitalization, significant change in Client's health, Client refusing care or expressing a change in needs, etc.). Provider further agrees to investigate and document any complaints by the Client and provide said information to Company within ten (10) days of the complaint.

1.8. Documentation of Services Provided. Provider shall keep accurate records of care delivered to Clients including dates and times of services provided. Provider will have Clients verify caregiver timesheets or utilize alternate third-party verification of dates and times of services. Provider shall forward such documentation in a manner acceptable to Company on a monthly basis.

2. UPDATES AND COMMUNICATION REGARDING CLIENT CARE

2.1 Duty to Provide Updates Regarding Changes in Client Care. Company and Provider agree to communicate any changes in Client's well-being or needs that impact Services, including, but not limited to:

- Hospitalization

- Transfer to assisted living, hospice or other long-term facility (greater than 7 days)
- Requests for changes in Services
- Client death
- Circumstances which disrupt or may interfere with Services

2.2. Client Care Updates. Updates in the form of brief description of change or concern shall be made as soon as reasonably possible (within 24 hours) after learning of event by notice as follows: **makingadifference@veteranshomecare.com**

2.3. Client Communication Remedies. In the event Provider fails to provide updates as required under this Section, Company reserves the right to (1) suspend payments due under Section 3 of this agreement; (2) recover any payments made to Provider for Services occurring after the date of any required update; and/or (3) exercise all other remedies provided in this Agreement.

3. PAYMENT

3.1. Responsibility for Payment. Company is responsible for paying Provider for those Services rendered to Clients by Provider regardless of the Clients' status with the Department of Veterans Affairs ("VA") and will pay Provider for Services until such time as Company provides written notice to Provider (to the address set forth in Section 8 of this Agreement) to terminate Services ("Termination of Care"). Company shall be responsible for all Services requested in writing and rendered through the date that notice is given.

3.2. Invoices. Provider will invoice Company at least once each calendar month at the rate agreed to by the parties. Each invoice shall show the time Provider spent providing Services and the related charges for Services for that calendar month period in the form and manner described in Exhibit D. Provider shall maintain timesheets or time records for all care provided to Company's Clients. Such records must be signed by Client or another authorized person on Client's behalf or otherwise independently verifiable with other systems. Provider shall provide documentation, including time sheets or time records, when requested by Company within fourteen (14) days.

3.3. Payment Exceptions. In its sole discretion, Company shall be under no obligation to make any payments for: (a) any incident of Service until all required and/or requested documentation has been provided; (b) any invoices submitted to Company more than 90 (ninety) days after the date of Service; (c) any invoices submitted to Company more than thirty (30) days after the date of death of a Client or Company's termination of Services for a Client; (d) any portion of an invoice in excess of the agreed rate; (e) failure to update as set forth in Section 2; and/or, (f) any incident of service for which back-up documentation is requested but not received within fourteen (14) days.

3.4. Rate Schedule. Company shall pay Provider for Services at the rates outlined in the Rate Schedule attached as EXHIBIT D. Unless otherwise agreed to in writing, Company will not pay commuting mileage, overtime or holiday pay. Provider is limited to billing the Client the agreed upon rate with Company. Provider may not charge Client any fee in excess of that approved rate in this Agreement.

3.5 Recoupment/Offset/Adjustment for Erroneous Payments. Company shall be entitled to recoup, offset and adjust an amount equal to any erroneous payments (including, but not limited to, any improper payment, duplicate payment, or overpayment) (“Erroneous Payments”) made by Company to Provider against any payments due and payable by Company to Provider with respect to any services under this Agreement. Provider shall voluntarily refund all Erroneous Payments regardless of the cause, including, but not limited to, payments for Claims where the Claim was miscoded, non-compliant with industry standards, or otherwise billed in error, whether or not the billing error was fraudulent, abusive or wasteful. Upon determination by Company that any Erroneous Payment is due from Provider, Provider must refund the amount to Company within sixty (60) days of when Company notifies Provider. If such reimbursement is not received by Company within the sixty (60) days following the date of such notice, Company shall be entitled to offset such Erroneous Payment against any payments due and payable by Company to Provider under any other agreement in place with Provider. In such event, Provider agrees that all future payments applied to satisfy Provider's repayment obligation shall be deemed to have been paid in full for all purposes. Should Provider disagree with any determination by Company that Provider has received an Erroneous Payment, Provider shall have the right to appeal such determination by Company, and such appeal shall not suspend Company's right to recoup the Erroneous Payment amount during the appeal process unless suspension of the right to recoup is otherwise mutually agreed upon by the parties. Company reserves the right to employ a third-party collection agency in the event of non-payment.

3.6. Payment Terms. Subject to exceptions described here, Company shall pay Provider's invoices on the later of: Forty-five (45) days after the first of the month following the last date of care included on invoice, or forty-five (45) days following the invoice date. Any invoices sent by Provider with inaccurate rates or hours that require adjustments prior to payment are excepted from standard payment terms and may require additional time for adjustments and payment by Company.

3.7. Accurate Billing. Company's obligation for payment to Provider is independent of any reimbursement received by Company from Clients or third-party payers. Provider (including its employees, contractors and agents) shall not seek compensation from any source (including Clients) other than Company for any Service it provides under this Agreement. The hourly rate will not be adjusted more frequently than annually. Provider agrees to indemnify Company and hold Company harmless for Provider's inaccurate billing or timekeeping that results in Company's improper billing or crediting of Clients.

3.8. Invoices/Remittances. All invoices shall be sent (or emailed) to the following address:

If to Company:

Payables01—MO, AR, IL, LA, MS, AL, TN, KY, IN, OH, WI, MN, IA, PA, ND, SD, WY, NE, CO, KS, NM, OK, ME, VT, NH, MA, RI, CT, NY, DE, MD, DC, WV, VA, NC, SC, GA
payables01@veteranshomecare.com

Payables02—FL, NJ
payables02@veteranshomecare.com

Payables03—CA, NV, WA, OR, ID, UT, AZ, AK, HI
payables03@veteranshomecare.com

Payables04—TX
payables04@veteranshomecare.com

If to Provider:

Email _____
Phone _____
Fax _____
Address _____

Initial _____

4. **TERM AND TERMINATION**

4.1. **Term and Termination.** This Agreement begins on the Effective Date and continues for an initial term of one (1) year. At the conclusion of each term, this Agreement shall automatically renew for successive one (1) year terms. Either party may terminate this Agreement at any time upon providing thirty (30) days' written notice to the other party.

4.2. **Termination of Services.** Company reserves the right to immediately cease Services in the event of (1) failure to provide updates as required by Section 2; (2) upon learning of any conduct by the Provider which falls below the standards of care outlined in paragraph 1.6; (3) upon Client's demand; or (4) upon any other breach of this Agreement. In the event of Client demand, Provider will be given a reasonable opportunity to address the Client's needs and retain their choice of Provider.

5. **CONFIDENTIALITY, NONDISCLOSURE AND RECORDS**

5.1. **Securing Confidential Information.** The Parties acknowledge that as a result (direct or indirect) of their relationship, they may learn of or develop confidential information of value to them, to the other Party. The Parties each acknowledge that such confidential information includes hourly rates charged to clients and hourly wages received by caregivers. Such Confidential Information may also include systems, procedures, business models, confidential reports, lists of clients, marketing plans, financial information and records, short and long-term planning document, as well as any and all information regarding the needs or demands of either Parties' clients and potential clients that is generally considered confidential information within industry standards (e.g., HIPAA protected information and other information which is confidential as a matter of law or legal regulation) ("Confidential Information").

As incentive to enter into this Agreement and to specifically provide a level of comfort, reliability, and honorable dealing, the Parties agree that neither will, at any time during or following the term of this Agreement, directly or indirectly, divulge or disclose, for any purpose whatsoever, any Confidential Information of the other which has been obtained by it or disclosed to it as a result of its relationship with the other or by other means and through any negligent, surreptitious or illegal means it engaged in and that it will not under any circumstances disclose the Confidential Information of the other Party without the prior written consent of the Party to which the Confidential Information belongs. The Parties agree that these confidentiality understandings are important and to be strictly enforced by each.

5.2. Client Information. The parties shall maintain medical records and Client information in accordance with applicable laws and medical standards, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), and all other federal, state and local confidentiality laws and regulations and each agrees that it shall maintain such records for a minimum of four (4) years after the last date of Services or as required by law, whichever is longer. Subject to applicable laws and regulations, the parties will allow the other reasonable access to records pertaining to Services provided under this Agreement, including, without limitation, materials and supplies, billing records, insurance information, written prescriptions, medication records and financial and historical data of Clients receiving Services. Notwithstanding any provision to the contrary, the parties hereto agree that all medical records maintained with respect to clients receiving Services hereunder are and shall remain confidential and shall not be released or disclosed to others absent properly executed authorizations, and then only in accordance with the law.

5.3. Record Retention. The parties shall retain and make available upon request, for a period of four (4) years after last furnishing Client Services, copies of this Agreement and the related records which are necessary to certify the nature and extent of the costs of Services provided hereunder when any governmental authority empowered to review or obtain such materials. If any obligations of either party are carried out under a subcontract with a related organization involving a value of ten thousand dollars (\$10,000.00) or more over a twelve (12) month period, such subcontract must contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any Service pursuant to said subcontract, the related organization will make available upon request of any governmental authority empowered to review or obtain such materials copies of said subcontract and the books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs.

6. NON-SOLICITATION AND NON-COMPETE

6.1. Non-Solicitation. Company agrees that during the term(s) of this Agreement and for a period of one (1) year following the termination of this Agreement for whatever reason, it will not (without the written consent of Provider) solicit for employment any person employed by Provider during the term(s) of this Agreement nor will it hire any individual employed by Provider during the term(s) of this Agreement. In addition, Company agrees that during the term(s) of this Agreement, it will not (without the written consent of Provider) solicit Provider's clients, who were clients of Provider and not Clients of Company, in connection with or for the purpose of furnishing home care.

6.2. Non-Compete. Provider agrees that other than Provider's clients that Provider serviced prior to this agreement, and other than pursuant to this Agreement or with the express written consent of Company, Provider will not provide or enter into any agreement to provide home care or assistance with Activities of Daily Living Services to any Client for whom Provider has provided Services under this Agreement, or whose need for Services became known to Provider through performance under this Agreement. Provider's Existing Clients. Provider may continue to service its existing clients the same number of hours it serviced Provider's Existing Clients each month prior to entering this agreement with Company. In the event any of Providers Existing Clients add additional hours because those clients are now working with Company to obtain home care pursuant to the VetAssist Program, the additional hours must be provided pursuant to this Agreement.

7. INSURANCE

7.1. Insurance. Provider shall maintain in full force and effect throughout the term(s) of this Agreement, at its expense, errors and omission liability insurance, professional liability or comparable insurance covering the Services-related activities to be performed and performed pursuant to this Agreement, with policy limits in the minimum amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate in addition to general liability coverage in the minimum amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate.

7.2. Additional Insured/Coverage Amounts. Provider shall cause Company to be listed as an additional insured on all policies. In addition, Provider agrees to ensure that any nurse, independent contractor or other personnel who provides services on its behalf pursuant to this Agreement is covered by professional liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate. Provider also shall maintain in full force and effect throughout the term of this Agreement, at its expense, workers' compensation insurance covering its caregivers. Provider will furnish Company evidence of all the foregoing insurance without additional request by Company. Provider will forward Renewals to Company within thirty days upon any changes and advise Company of any cancellations within three (3) business days. Company reserves the right to suspend Services and/or terminate this Agreement if Provider fails to procure and/or maintain insurance as set forth in this Agreement.

8. INDEMNIFICATION

8.1. Indemnification by Company. Company shall defend, indemnify and hold harmless Provider and each of its officers, directors, employees, agents and stockholders (the "Provider Parties"), from and against any and all claims, liabilities, losses, damages, and suits, including reasonable attorneys' fees ("Indemnified Amounts") incurred by the Provider Parties or any of them as a result of, arising out of, or relating to Company's breach of this Agreement or its negligent acts or omissions in performing its obligations under this Agreement.

8.2. Indemnification by Provider. Provider shall defend, indemnify and hold harmless Company and each of its officers, directors, employees, agents and stockholders (the "Company Parties"), from and against any and all Indemnified Amounts as described in section 8.1 above incurred by the Company Parties or any of them as a result of, arising out of, or relating to

Provider's breach of this Agreement or its negligent acts or omissions in performing its obligations under this Agreement.

8.3. Waiver of Subrogation by Provider. Notwithstanding anything to the contrary herein, to the extent permitted by law and without affecting the coverage provided by insurance required to be maintained hereunder, Provider agrees to waive any right to recover against the Company and Company's agents, officers, directors and employees on account of any and all claims it may have against the Company and Company's agents, officers, directors and employees with respect to the insurance actually maintained, or required to be maintained hereunder, and to the extent proceeds are realized from such insurance coverage that are applied to such claims. Each policy described in this Agreement shall contain a waiver of subrogation endorsement that provides that the waiver of any right to recovery shall not invalidate the policy in any way.

9. MISCELLANEOUS

9.1. Notices. Except as otherwise provided herein, any notice or communication made pursuant to the Agreement shall be in writing and effective when delivered whether by personal delivery, expedited private delivery service (e.g., Federal Express) with proof of delivery, by registered or certified mail, postage prepaid, with proof of delivery and addressed as follows, or to such other address or individual as the parties may designate in writing from time to time including by confirmed facsimile (FAX):

If to Company: Veterans Home Care LLC
Attention: Marcy Seeney

St. Louis, MO 63146
Email: mseeney@veteranshomecare.com
Phone 314-514-2444

If to Provider: _____

Email: _____
Fax Number: _____
Phone Number: _____
Address: _____

9.2. Compliance with Law. In performing their obligations under this Agreement, the parties agree to follow all applicable federal, state and local laws, rules and regulations and all applicable rules, regulations, standards and techniques of any appropriate or nationally recognized licensing, certifying or professional association relating to the services provided, including, without limitation, generally accepted quality improvement methods. The parties agree that compliance with the law shall not constitute a breach of this Agreement. The parties further agree to use their reasonable best efforts to negotiate and execute any amendments hereto that may be deemed necessary or appropriate to maintain compliance with any applicable laws, rules, regulations, orders or injunctions applicable to either party.

9.3. Independent Contractors. The parties shall at all times act and perform as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture relationship, or any other joint business between the parties.

9.4. Severability. If any part, term or provision of this Agreement is adjudged by any court of competent jurisdiction or any administrative Provider to be illegal or in conflict with any applicable law or regulation, the particular part, term or provision held to be invalid, if mutually agreed by the parties, may be deleted or amended to conform to the minimum requirements of such law or regulation. If the parties do not so mutually agree, such particular part, term or provision shall be ineffective to the extent of its invalidity. The invalidity of any part, term or provision shall not affect the validity or enforceability of the remaining provisions of this Agreement.

9.5. Headings. The paragraph headings set forth herein are for purposes of convenience only and shall have no bearing whatsoever on the actual content of this Agreement.

9.6. Entire Agreement. This Agreement and any Exhibits or Addendums constitute the entire contract between the parties on this matter. Any agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may not be modified, changed or waived orally except in a dated writing signed by the parties.

9.7. Assignment. Provider shall not assign this Agreement without the express written consent of the Company.

9.8. Governing Law. The Agreement will be governed by and construed in accordance with the internal laws of the State of Missouri. The parties agree that the place of contract is St. Louis County, Missouri. The parties agree that the Circuit Court of St. Louis County, Missouri, shall have exclusive jurisdiction over this Agreement and any claim or Dispute arising under it or connected with it. Further, the parties agree that they are subject to the personal jurisdiction of the State of Missouri and said Circuit Court and they and each of them expressly waive any right they may have or have had to removal or transfer of venue.

9.9. Dispute Resolution. Any controversy or claim related directly or indirectly to this Agreement (“Dispute”) will be resolved solely in accordance with the terms of this section. If the Dispute cannot be settled by good faith negotiation between the parties, the parties shall first attempt to settle the Dispute by mediation, administered by the American Arbitration Association under its Mediation Rules, or in the alternative by a mutually agreeable Mediator. A Party seeking to resolve a Dispute will forward a written demand for mediation to the other party.

9.10. Waiver of Breach. Failure of either party to enforce any of the terms of this Agreement shall not be construed as a waiver of rights thereunder preventing the subsequent enforcement of such provisions or the recovery of damages for breach thereof.

9.11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

COMPANY

PROVIDER

Sign Name: _____

Sign Name: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Home Care Services (Assistance with Activities of Daily Living)

- Cooking/light housekeeping
- Laundry
- Change of bed linens
- Grocery shopping/errands
- Companionship/social activities
- Bathing, dressing and grooming
- Transportation to medical appointments, supermarkets, pharmacy
- Assistance with walking and transfer from bed to wheelchair
- Status reporting to family
- Medication reminders
- Other help with activities of daily living

Skilled Nursing

- As agreed to in the applicable Start of Care (SOC) notice.

EXHIBIT B
Start of Care Notice (Sample)

314-514-2444 or 877-390-6377 FAX 800-640-7988			
START OF CARE NOTICE			
EFFECTIVE DATE: <u>1/0/1900</u>			
Agency: _____ -			
Phone: _____ -		Fax: _____ -	
<hr/>			
Client Information			
Name: _____ -	DOB: <u>1/0/1900</u>	M/F: <u>Female</u>	
Street: _____ -	Apt., etc.: <u>0</u>	County: <u>0</u>	
City: _____ -	State: _____ -	Zip: <u>00000</u>	Phone: _____ -
<hr/>			
Contact (other than Client): _____ - Relationship: _____ -			
Street: _____ -		Apt., etc.: <u>0</u>	
City: _____ -		State: _____ -	Zip: <u>00000</u>
Phone: _____ -		Email: _____ -	
<hr/>			
Medical Information			
Doctor Name: _____ -			
Doctor Phone: _____ -			
Primary Diagnosis: _____ -			
<hr/>			
Effective Date: <u>1/0/1900</u> ##### Home Care Hours per week Not to exceed #DIV/0! Hours per month			
Nurse Visits: <u>0</u> per week			
Visits to Include: Nail Care _____ - Vitals _____ - Med Set Up _____ - Skin Check _____ -			
Notes: _____ -			
<hr/>			
Signature: _____		Date: _____	
 NOTE: Do not begin or change care before the Effective Date stated on this Start of Care Notice. Invoices for service delivered other than as specified on this notice are subject to non-payment by VHC.			
PLEASE SIGN AND FAX BACK THIS START OF CARE NOTICE			

EXHIBIT C

Client Need Assessment (Sample)

VetAssist Client Application Needs Assessment

Home Care Agency: _____		Date: _____
<hr/>		
Client Name: _____	Address: _____	City: _____
Client Phone: _____	State: _____	Zip: _____
Emergency Contact: _____		
Emerg. Contact Phone: _____	Days: _____	Monthly Hours: _____
<hr/>		
Client DOB: _____	Client Age: _____	Gender: _____
<hr/>		
Housekeeping:	Bath:	Medications:
<input type="checkbox"/> Beds	<input type="checkbox"/> Tub	<input type="checkbox"/> Reminder
<input type="checkbox"/> Laundry	<input type="checkbox"/> Shower	<input type="checkbox"/> Needs Set Up
<input type="checkbox"/> Dishes	<input type="checkbox"/> Bed	<input type="checkbox"/> Does Own
<input type="checkbox"/> Bathrooms	<input type="checkbox"/> Independent	<input type="checkbox"/> Family Does
	<input type="checkbox"/> Dentures	<input type="checkbox"/> See Med List
	<input type="checkbox"/> Assist PRN _____	<input type="checkbox"/> Other: _____
Cognitive Ability:	Conditions:	Toileting:
<input type="checkbox"/> Alert	<input type="checkbox"/> Stroke	<input type="checkbox"/> Catheter
<input type="checkbox"/> Some Confusion	<input type="checkbox"/> Blind	<input type="checkbox"/> Bowel Program
<input type="checkbox"/> Dementia	<input type="checkbox"/> CHF	<input type="checkbox"/> Bed Pan
<input type="checkbox"/> Alzheimers	<input type="checkbox"/> Osteoporosis	<input type="checkbox"/> Depends Size: S M L
	<input type="checkbox"/> Oxygen	
	<input type="checkbox"/> Other: _____	
Ambulation/Transfers:	Transportation:	Nutrition:
<input type="checkbox"/> Standby Assist	<input type="checkbox"/> Appointments/Errands	<input type="checkbox"/> Diabetic
<input type="checkbox"/> Walker	<input type="checkbox"/> Need Driver	<input type="checkbox"/> Low Salt
<input type="checkbox"/> Wheel Chair	<input type="checkbox"/> Family Drives	<input type="checkbox"/> Tube/G Tube Feeding
<input type="checkbox"/> Ambulates - No Assist	<input type="checkbox"/> Drive Client's Vehicle	<input type="checkbox"/> Meal Prep B L D
<input type="checkbox"/> Cane	<input type="checkbox"/> Other: _____	
<input type="checkbox"/> Bed Bound		
<input type="checkbox"/> Slide Board	Entry:	Skin Care:
<input type="checkbox"/> Pivot	<input type="checkbox"/> Lock Box	<input type="checkbox"/> Dressing – change or check
<input type="checkbox"/> Gait Belt	<input type="checkbox"/> Office has Key	<input type="checkbox"/> Lotion: _____
<input type="checkbox"/> Hoyer Lift	<input type="checkbox"/> Client Will Open Door	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Independent	<input type="checkbox"/> Other: _____	
<input type="checkbox"/> Assistance Dressing		
Pets:	Shopping:	Exercise Programs:
_____	<input type="checkbox"/> Delivered	<input type="checkbox"/> Physical Therapy
_____	<input type="checkbox"/> Needs Assistance	<input type="checkbox"/> Walking
	<input type="checkbox"/> Family Does	<input type="checkbox"/> None
		<input type="checkbox"/> Other: _____
High Risk Factor:	Additional Remarks: _____	
<input type="checkbox"/> Smoker	_____	
<input type="checkbox"/> Obesity	_____	
<input type="checkbox"/> Alcohol	_____	
<input type="checkbox"/> Other (Drugs, etc.)	_____	

This form outlines your client's needs as of the above date, as interpreted by the client and/or family.

Packet 3/1/2019

EXHIBIT D
Rate Schedule

	Rate
Home Care Services (Per Hour)	
Nurse Visit	
Daycare (Per Day)	

Holiday Hours: Unless otherwise expressly agreed to in writing, holiday hours are paid at the same rate as conventional weekdays.

Nursing/Mileage Conversion – rates paid at amounts higher than the home care services rate must be converted to ensure the client receives the correct Service Hours per Month.

- ***Calculation for Nurse Visit: Nurse rate per hour divided by home care rate per hour = hours used/deducted for Service Hours per Month (same calculation applies to mileage)***
- ***Example: Nurse visit is billed at \$40.85 per hour; home care service is billed at \$17 per hour -***
\$40.85 is divided by \$17 for an adjusted total of 2.4 hours of home care (i.e., one hour of skilled nursing counts as 2.4 hours against the Service Hours per Month).
- ***Conversions must be detailed in the Invoice as outlined below***

Invoice Requirements

All invoices must contain the following information:

- **Agency Information:**
 - Agency Name (including name of individual responsible for remittances “Attention of” name)
 - Agency Address (for remittances, “Remit to” address)
- **Invoice Date and Number**
 - Each invoice shall be limited to one calendar month of services
 - Invoices that include hours for more than one calendar month shall not be paid until corrected
- **Client Information (If invoicing for more than one client, invoices shall separate the following information for each client):**
 - Client name
 - Total number of service hours provided for month
 - Hourly rate charged per the terms of this Agreement
 - Converted hours (if applicable)
 - Total dollar amount owed

Invoices may be submitted more than once a month. Payments, however, are subject to receiving all invoices for each month. Multiple invoices for a month will be held until month’s end for payment.

Rates and Invoice Requirements remain subject to all other terms of this Agreement.

Initial: _____



PROVIDER BILLING MEMO

We are pleased to be working with you to provide homecare services to our veterans and surviving spouses. We bring value to our relationship by simplifying the billing process for you. Prepare the invoice, email or fax to us, and receive payment!

Please provide the following information on the invoice, issued to Veterans Home Care:

Your Agency Name and “Remit To” Address; Invoice Date; Invoice Number

Client’s Name(s) (list hours separately for each client)

Number Of Hours Serviced for the Month for each client (only include hours for the specified month; they may be listed daily or weekly but should total the monthly hours serviced)

Hourly Dollar Rate (listed in your agreement); **Total Dollar Amount Owed.**

Do not include hours for more than one calendar month on the same invoice. If you provide nurse visits or reimburse for mileage, these must be deducted from the monthly agreed-upon hours of home care service.

For example, if a nurse visit is billed at \$40.85 per hour, **$(\$40.85 \div \$17 \text{ hourly rate}) = 2.4 \text{ hours of home care}$** . The monthly allotment for that client is reduced by 2.4 hours for the month, in order to not over-service the client.

Please email or fax invoices to 1-800-640-7988.

payables01@veteranshomecare.com (MO, AS, CS, WS)

payables02@veteranshomecare.com (NJ, FL)

payables03@veteranshomecare.com (CA, NV, PS)

payables04@veteranshomecare.com (TX)

In order to ensure that the client receives all the care they are entitled to, we are paid for the hours serviced, and you get paid for the hours you provide, we need to receive billings in a timely manner. If you bill more often than once a month, we will hold those invoices for that month and pay according to the agreement terms. Any billing received more than ninety (90) days after the date of service will be considered void and we cannot pay it. In the event of a client death or cancellation of service, any invoice received more than 30 days after services end cannot be considered for payment.

Holiday Hours: As stated in our contract with you, Veterans Home Care pays an agreed-upon hourly rate. VetAssist Clients are on a fixed monthly budget and cannot pay more than their standard monthly payment. Holiday hours are paid at the same rate as conventional weekdays; if you compensate care givers at a different holiday rate, we can adjust client schedules to avoid servicing on holidays.

Make-Up of Unused Service Hours: Every effort should be made to give the client all the hours per month they have available to them. We rely on you to communicate any situations requiring schedule changes – such as if you are unable to service because of a client’s hospitalization. If such a situation occurs, we will adjust schedules where necessary, and send a revised Start of Care notice, to ensure clients are given the correct number of hours of care each month.

By signing below, you understand and agree to these terms and the corresponding agreement terms.

Agency Legal Name: _____

Agency DBA Name: _____

Signature: _____

Date: _____

Title: _____