



(417) 234-8494

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 mo-care.com

CARING COMPANIONS IN-HOME SENIOR CARE · SERVICE AGREEMENT

Client Care Agreement

Please review this agreement carefully, as it sets forth the understanding between you ("Client") and Troutman Enterprises, LLC DBA Caring Companions ("Agency") regarding the services you have requested, and we will provide for you. If you have any questions, concerns or issues about the content of this Agreement please contact us for clarification before signing it. The purpose of this service plan is to establish an agreement between the client, or client's representative, and the home care provider regarding services to be provided.

This agreement is made this _____ day of _____, 20____ ("Effective Date") by and between Caring Companions and the Client named below, on the terms and conditions set out below.

CLIENT

Client's name _____ Spouse _____
 Address _____ City _____ Zip _____
 Phone number _____

PERSON WITH AUTHORITY TO SIGN ON MY BEHALF IN CASE OF EMERGENCY (POA) · WRITE N/A IF NOT APPLICABLE

Name _____ Relationship _____
 Cell phone _____ Email _____

If signing on behalf of the Client: I certify I have legal authority to sign for the Client.

 Initials

Emergency contacts and permissions. The people Caring Companions may contact in an emergency, and what each of them may see and receive about my care, are listed on **Exhibit I, Contacts & Permissions**, which I sign separately and can update at any time.

1 Services Requested

We will provide the non-medical services ("Services") requested and agreed upon. Clients whose care is authorized by the VA also sign the separate VA Community Care Addendum, and clients receiving Medicare GUIDE respite also sign the separate Medicare GUIDE Respite Addendum. The preferred day, time and duration of services will be mutually agreed upon by you and/or your representative and the agency.

2 Billing, Rates & Payment Responsibilities

Clients are responsible for all charges associated with their care. Caring Companions uses a tiered pricing structure based on the Client's assessed level of care. The following policies apply:

1. Hourly rate based on level of care

Based on the Client's assessment and identified care needs, the Client is assigned to the following level of care:

LEVEL OF CARE ASSIGNED

☐ Wellness Care ☐ Personal Care ☐ Advanced Care

Hourly rate \$ _____

The Client acknowledges that Caring Companions determines level of care based on the initial assessment, ongoing observations, and any changes in condition. Levels and rates may change if care needs increase or decrease, with written notice provided to the Client/Responsible Party.

2. Minimum hours per visit

All visits require a minimum of four (4) hours per shift, except app visits as described below. Scheduled care also requires a minimum of eight (8) hours per week; app visits have no weekly minimum. Shifts under four hours may be approved at the Agency's discretion. Any approved shift under the minimum will be billed a rate increase of \$5.00 per hour for each hour below four hours. If the Client sends a caregiver home before the end of a scheduled visit, the visit is billed at the four-hour minimum.

3. Couple care / two-client care rate

When services are provided to more than one individual in the same household:

A. Standard household support for a couple. If the caregiver is providing shared household tasks (e.g., cooking, cleaning, errands), the standard hourly rate applies.

B. Enhanced couple care rate. If both individuals require personal care, dementia care, full ADL assistance, or hands-on supervision, services will be billed at 1.5 × the applicable hourly rate.

4. Billing procedures

Clients will be billed weekly for services provided during the prior week. The billing cycle runs Monday through Sunday. The Client/Responsible Party agrees to:

- Complete the Credit Card Authorization Form, and
- Check the box authorizing the Agency to "use the above credit card for all future invoices, until further notice."

This ensures the Client's account remains current so that services can continue uninterrupted. Billing amounts are based on the clock-in and clock-out times recorded by the caregiver through the Agency's timekeeping system. Rates for couples requiring personal care for both individuals are billed at 1.5× the hourly rate as noted above.

5. Acknowledgment of rate sheet (Exhibit A)

☐ The Client/Responsible Party acknowledges receipt of the Caring Companions Rate Sheet (Exhibit A), which lists all current hourly rates and fees.

6. Overtime

We are required by law to pay our employees time-and-a-half if they work more than 40 hours per week. To accommodate the rates you have been quoted, we will manage your care in such a way that the employee does

not work more than 40 hours in any Monday through Sunday week. If you would like a given caregiver to be assigned to work when it means they will be accruing overtime pay (and they are willing to work the overtime), you will be charged time-and-a-half.

7. Holidays

Designated holidays are New Year's Day, Juneteenth, Easter Sunday, Memorial Day, July Fourth, Labor Day, Thanksgiving and Christmas Day.

8. Cancellations

Cancellations may be made up to 24 hours in advance of a scheduled visit without charge. Cancellations with less than 24 hours' notice are billed at two (2) hours. In the event that a caregiver fails to arrive at the care recipient's home, we will make every effort to find a replacement as quickly as possible. If a replacement is not found or if the caregiver alters the predetermined weekly schedule in some way, we will adjust the amount that you are billed accordingly.

9. The Caring Companions Booking App

The Client may use the Caring Companions Booking App to request Wellness Care (Level 1) visits of two (2) hours or more, any day between 7am and 6pm, with no weekly minimum.

- **Billing.** App visits are billed at the Client's regular hourly rate on the weekly invoice. The short-visit rate increase does not apply to app visits.
- **Monthly app fee.** The app is free in any month with at least one visit. A month with no visits is billed \$15.00 on the next invoice. The month the app is turned on is always free. Clients with a regular schedule in their Care Plan have visits every month and are not billed this fee.
- **Cancelling.** App visits may be cancelled in the app at no charge with at least 24 hours' notice. Cancellations with less than 24 hours' notice are billed at two (2) hours.
- **Who may book.** The Client and the contacts marked "Can book in the app" on Exhibit I may request visits. Visits they book are billed to the Client.
- **A request, not a scheduled visit.** A visit requested in the app depends on which caregivers are available at that time, and the Agency cannot guarantee that every request will be filled. Care the Client depends on should be part of the regular schedule in the Care Plan.
- **Turning it off.** The Client may ask the office to turn the app off at any time. The monthly fee stops starting the next month.

Initials 1 of 6: rates, billing, cancellations and the app

3 Scope of Services

Caring Companions provides non-medical in-home support such as personal care, companionship, homemaking, meal prep, errands, safety supervision, and other tasks permitted under Missouri law. The Agency does not provide medical or nursing care.

Prohibited services (full list in Exhibit B)

Caregivers may not:

- Administer medications
- Wound care / injections
- Catheter or ostomy care
- Banking, bill-paying, managing money
- Heavy cleaning or yardwork
- Unsafe lifting

- Managing oxygen settings
- Handling the client's controlled medications

Any request for prohibited services may result in modification or termination of care.

4 Client Safety & Conduct Expectations

The Client/Responsible Party agrees to provide a safe work environment, including:

- No harassment, threats, or inappropriate behavior
- No smoking during caregiver visits
- Securing pets when needed
- Disclosing weapons and ensuring firearms are safely stored
- Maintaining clean, sanitary conditions
- Providing a safe walking path and home environment

Failure to maintain a safe environment may result in immediate suspension of services.

5 Safe Environment & Infection Control Supplies

Client/Responsible Party must provide necessary infection control supplies:

- Disposable gloves
- Antibacterial soap
- Paper towels
- Alcohol-based sanitizer
- Basic cleaning supplies

If unavailable, the Agency may provide supplies and invoice the primary payer.

6 Home Access Requirements

To ensure caregivers can safely and reliably provide scheduled services, the Client/Responsible Party must select and maintain a dependable method for the Agency to access the home. Please choose one or more access options below and provide the necessary information.

☐ **1. Client/Responsible Party will open the door.** The Client/Responsible Party will be present at each scheduled visit and will open the door for the caregiver. No alternative access is requested.

☐ **2. Lockbox access.** A key will be placed in a secure lockbox on the property, and the Agency will be provided with the lockbox location and code.

Lockbox location _____ Lockbox code _____

☐ **3. Garage door access code.** The Agency will be provided with the garage access code.

Garage code _____

☐ **4. Other access option.**

Describe _____

Client responsibility

The Client/Responsible Party agrees to:

- Provide a safe and reliable method for home access.
- Update the Agency immediately if access instructions change or become unavailable.
- Ensure keys, lockboxes, and codes remain functional and accessible.

- Understand that caregivers cannot force entry, climb fences, enter unsecured windows, or use unsafe access points.

Missed visit due to lack of access

If a caregiver is unable to enter the home at the scheduled time due to unavailable or incorrect access information, the visit may be billed according to the Agency's Cancellation and No-Show Policy, including minimum shift charges.

Safety disclaimer

Caring Companions will maintain all access information securely and will share access instructions only with caregivers assigned to the Client. The Agency is not responsible for lost or damaged keys, malfunctioning lockboxes, or changes in access that were not communicated to the Agency.

7 Emergency & Contingency Plan

Unexpected events (weather, illness, disasters) may interrupt services. Agency will make every effort to notify and resume care. Client agrees to maintain emergency supplies and designate backup support. (Full details appear in Exhibit D.)

Initials 2 of 6: services, safety, home access and the emergency plan (Exhibits B and D)

8 Transportation Policy

Transportation services are available to Clients as described below. For VA clients, see the VA Community Care Addendum.

1. Transportation

For Clients requesting transportation:

- Transportation must be outlined in the Client's Care Plan.
- Caregivers may transport clients only when the Agency has approved transportation for that specific client.
- The Client assumes full responsibility for insurance, liability, and damages related to use of the Client's vehicle.

2. Caregiver use of personal vehicle

If the caregiver uses their own vehicle for the Client, whether running errands or driving the Client, mileage will be billed at \$0.69 per mile.

3. Parking & access

The Client must provide a safe, legal parking space. If parking meters or paid parking apply, the caregiver must be given time or funds to cover the required fees.

4. Use of my car

My requested services may require a Caring Companions employee to drive my vehicle. I agree that I have responsibility for my car and my car insurance. In the event there is an accident I agree to hold Caring Companions harmless.

☐

Accept

☐

Decline

Initials 3 of 6: transportation and use of my car

VEHICLE INSURANCE · COMPLETE IF "ACCEPT" ABOVE (CLIENT VEHICLE USED BY THE SERVICE PROVIDER)

All information will be required regarding the vehicle if it plans to be driven by the service provider.

Car make & model _____ Year _____

Insurance _____ Expiration date _____

Driver's license _____ Expiration date _____

Spare key location _____

9 Client Responsibility for Outings, Activities & Expenses

The Client/Responsible Party is financially responsible for all costs associated with errands, outings, transportation, or activities requested by the Client. Caregivers are not permitted to pay out-of-pocket for the Client. The Client must pay for or reimburse the caregiver for:

- Activity fees, admissions, or tickets
- Meals, snacks, or beverages during outings
- Parking fees, tolls, or meter charges
- Supplies purchased to complete requested tasks
- Any other expenses incurred while assisting the Client outside the home

Reimbursable costs will be submitted by the caregiver and included on the Client's regular invoice. Caregivers are not required or permitted to advance or front money for the Client under any circumstances.

10 Light Housekeeping

Caring Companions provides light housekeeping tasks directly related to the Client's personal care and safety. Caregivers are not permitted to perform deep cleaning, heavy household labor, or cleaning tasks outside the Client's used areas. A full description of permitted and prohibited housekeeping tasks is included in Exhibit B, Light Housekeeping & Prohibited Tasks Guide.

11 Medication Administration

Caring Companions' caregivers are not licensed to administer medications and may provide medication reminders only, in accordance with Missouri law. Caregivers may not administer medications, pre-fill medication boxes, give injections, or handle medications beyond prompting. Any medication assistance beyond reminders must be completed by a licensed nurse.

12 Electronic Visit Verification (EVV)

To comply with state and federal requirements, Caring Companions uses an Electronic Visit Verification ("EVV") system to record the start and end time of each visit, the location of service delivery, and tasks performed. The Client/Responsible Party understands and agrees to the following:

- Caregivers must clock in and out using the Agency's EVV system at the beginning and end of each visit.
- Billing is based solely on EVV-verified time, not verbal reporting, memory-based times, or handwritten logs.
- Clients/Responsible Parties may not request or encourage caregivers to: clock in early or clock out late; report time not actually worked; skip EVV requirements; or record hours while the caregiver is not present.

- If a caregiver cannot clock in due to a technical issue, the Client/Responsible Party must confirm the caregiver's presence at the start and end of the visit when the caregiver asks the client to sign their EVV Correction form and/or when contacted by the Agency.
- Any falsification of time, or requests to falsify time, may result in: immediate suspension or termination of services; removal of the assigned caregiver; mandatory reporting to the payer or law enforcement (when applicable).
- Clients may not direct caregivers to perform off-the-clock tasks or tasks outside the authorized service plan.
- The Client agrees to allow caregivers to use a phone for EVV purposes inside the home.

13 Photograph Consent

Caring Companions may take and use photographs or video images of me only for the purposes I check below. "Share with my family" means photos sent privately to people I have authorized in my Family Circle and kept in my client record. "Marketing" means use in promotional materials, print publications, websites and social media. I understand that:

- This authorization is entirely voluntary.
- I may revoke this consent at any time by providing written notice to the Agency.
- Revocation will not apply to materials already produced or distributed prior to the Agency's receipt of my written request.
- I will not receive compensation for the use of my image or likeness.
- My care will not be impacted by granting or denying this authorization.

☐ Share with my family ☐ Marketing ☐ No photos

14 Authorization for Payment

I authorize release of all records required to act on this request. I request that payment of authorized benefits from Insurance, Self Pay, or other responsible payer sources be made in my behalf to Caring Companions. I understand that I am responsible for all amounts not paid by my insurance. If I am a private pay client, I agree to pay for all services rendered by the agency.

15 Complaints and Concerns

Caring Companions encourages open communication and wants all concerns addressed promptly. Clients, Responsible Parties, and family members may report complaints directly to the Agency at any time. If you ever have a concern related to safety, rights, professionalism, or the quality of services, please contact our office immediately so we may resolve the issue quickly.

In addition, you have the right to report suspected abuse, neglect, or exploitation to the State of Missouri at any time: **Adult Abuse & Neglect Hotline (24/7): 1-800-392-0210**. This hotline is operated by the Missouri Department of Health and Senior Services. Calling the hotline does not affect your eligibility for services.

16 Private/Direct Hiring Restriction

The Client agrees not to hire, employ, contract with, or engage any Caring Companions caregiver outside the Agency for a period of two (2) years after services end. If this restriction is violated, the Client agrees to pay a

\$5,000 Direct Hire Fee per caregiver. A full explanation of this policy is included in Exhibit H, Non-Solicitation & Direct Hire Addendum.

17 Insurance

We will maintain worker's compensation insurance coverage for any and all referred caregivers, and they will be bonded. In good faith, you agree to maintain homeowner's insurance, medical insurance and/or other coverage as may be necessary to provide protection for the care recipient.

18 Permission to Communicate

I understand Caring Companions will communicate about my health care needs, via email, text or voicemail. I understand these methods are not a secure form of communication. I give consent for Caring Companions to communicate about my health care needs.

☐ Accept ☐ Decline

19 HIPAA

We honor all rights of patient privacy and HIPAA Guidelines. Caring Companions will share my health care information only with the contacts on Exhibit I, Contacts & Permissions, for whom I checked "Yes" under "Health info (HIPAA)", and as described in Release of Information below. A contact marked "Yes" under "Makes medical decisions" may make health care decisions for me when I cannot. I may change these choices at any time in writing.

Initials 4 of 6: privacy and communication choices (photos, permission to communicate, HIPAA)

20 Release of Information & Care Plan Agreement

Release of information. I hereby authorize your agency to release to or receive from hospitals, physicians, insurance agencies, or other agencies involved in my care all medical records and information pertinent to my care. I hereby give permission for the review of my medical record by the agency's accrediting and/or other regulatory bodies.

Authorization to obtain and release information. By signing this Agreement, I consent to admission with Caring Companions and authorize the Agency to obtain and release any information necessary to coordinate, provide, supervise, or bill for my care. This includes communication with physicians, case managers, hospitals, payor sources, and other professionals directly involved in my services. I acknowledge and agree to the following:

- **Care Plan development.** My care is based on an individualized Care Plan developed by the Agency according to my needs, goals, preferences, and applicable program requirements. I have participated in creating this Care Plan and understand the services being recommended.
- **Care Plan changes.** I understand that my Care Plan may change if my care needs change, if safety or health concerns arise, or if payor requirements (insurance, VA or private pay) limit or modify authorized tasks. I will be notified of any changes to my Care Plan.
- **Care coordination & supervision.** Caring Companions will supervise and oversee the services provided to me, including ongoing monitoring, staff support, and quality assurance activities.
- **Right to refuse services.** I understand that I may refuse any service or task at any time. I also understand that refusing services may impact my safety or eligibility for certain programs, and the Agency may need to update or reduce services accordingly.

- **Information sharing.** I authorize the Agency to share relevant care information with my designated representatives, payor sources (LTC Insurance, VA), authorized case managers, and others involved in my care, solely for purposes of treatment, service coordination, billing, and compliance.

21 Termination

The Client may end services at any time. If the Client knows of a change ahead of time, the Agency asks for two (2) calendar weeks' notice so it can plan for its caregivers, and understands that many times there is no notice. The Agency may terminate this agreement upon two (2) calendar weeks' written notice to the Client. If either party terminates this Agreement, all fees due at time of termination will be due and payable by you immediately. We will immediately refund any prepaid fees. Exceptions to the Agency's two weeks' notice would include:

- When care needs undergo a change, which necessitates transfer to a higher level of care.
- When there is documented non-compliance of the Care Plan or Service Agreement (including non-payment of justified charges).
- When the activities or circumstances in the home jeopardize the welfare and safety of the caregiver.

22 Governing Law

The laws of the State of Missouri govern this agreement.

23 Responsibilities

Agency's responsibilities. Caring Companions' responsibilities, and the Client's rights, are described in the Caring Companions Client Handbook (Revised October 2026), given to every Client and incorporated into this Agreement ("Your rights" section).

Client's responsibilities. Your responsibilities are described in the "Your responsibilities" section of the Caring Companions Client Handbook (Revised October 2026).

SIGNATURES

Acknowledgment & Agreement

By signing below, I acknowledge that I have received, read, understand, and agree to the full contents of this Client Service Agreement and all Exhibits attached hereto, including Exhibits A through I. I understand and agree that:

- All Exhibits are hereby incorporated into this Agreement as if fully stated within the body of the contract.
- I am bound by the policies, responsibilities, rates, limitations, and conditions described in both the Agreement and the Exhibits.
- I have had the opportunity to ask questions and receive clarification regarding this Agreement and all Exhibits prior to signing.
- Failure to comply with the terms of this Agreement or its Exhibits may result in modification or termination of services.
- Caring Companions may revise or update Exhibits with written notice, and the most current version will apply to ongoing services.

EXHIBITS INCORPORATED INTO THIS AGREEMENT

- Exhibit A: Rate Sheet
- Exhibit B: Light Housekeeping & Prohibited Tasks Guide
- Exhibit C: Client Rights & Responsibilities
- Exhibit D: Emergency & Contingency Plan
- Exhibit E: HIPAA & Confidentiality Notice
- Exhibit F: Infectious Disease Waiver
- Exhibit G: Credit Card & ACH Authorization Form
- Exhibit H: Non-Solicitation & Direct Hire Addendum
- Exhibit I: Contacts & Permissions

These Exhibits are an integral part of the Agreement and must be reviewed, understood, and accepted by the Client/Responsible Party prior to receiving services.

I confirm that I have received Exhibits A through I.

Initials 5 of 6: I received the Client Handbook (Exhibits C and E) and agree to the Infectious Disease Waiver (Exhibit F)

CLIENT OR RESPONSIBLE PARTY

Printed name _____

Signature _____

Date _____

CARING COMPANIONS ADMINISTRATOR

Printed name _____

Signature _____

Date _____

EXHIBIT A

Rate Sheet

Caring Companions Rate Sheet. Rates are based on the Client's assessed level of care, scheduling needs, and service type.

1. Hourly rates by level of care

LEVEL OF CARE ASSIGNED	RATE
☐ Wellness Care	\$_____ per hour
☐ Personal Care	\$_____ per hour
☐ Advanced Care	\$_____ per hour

2. Additional fees & rate adjustments

FEE	WHEN IT APPLIES	AMOUNT
Short-shift fee	Shifts under 4 hours may be approved at the Agency's discretion	\$5.00 per hour increase
Couple care rate	Two clients requiring personal care	1.5 × the applicable hourly rate
Holiday rate	New Year's Day, Juneteenth, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas Day	1.5× the hourly rate
Mileage	When the caregiver uses their own vehicle	\$0.69 per mile

3. Rate change notification

Rates are subject to review and may be adjusted. Clients will receive a minimum of four (4) weeks' written notice of rate adjustments, except when care needs increase significantly and require immediate change.

4. Acknowledgment

I acknowledge that I have received and reviewed Exhibit A, Rate Sheet, and understand the rates, fees, and billing structure associated with services.

EXHIBIT B

Light Housekeeping & Prohibited Tasks Guide

Caring Companions provides non-medical in-home support. To protect Clients, caregivers, and the Agency, all tasks must remain within the approved scope of care for every client, including any program rules that apply to their care.

1. Light housekeeping tasks allowed

Caregivers may perform light housekeeping that directly supports the Client's daily living and safety. Tasks must be limited to areas the Client regularly uses, such as the bedroom, bathroom, kitchen, and living room. Permitted tasks include:

- Tidying and straightening Client-used areas
- Washing dishes after meal preparation
- Wiping countertops, tables, and spills
- Light sweeping or vacuuming in Client-used areas
- Emptying small household trash cans
- Light bathroom tidying (wiping spills, rinsing tub/shower after Client use)
- Laundry for the Client only (washing, drying, folding Client clothing, linens, towels)
- Changing Client bedding
- Cleaning up after simple meal preparation
- General surface-level cleaning that directly relates to Client's care
- Cleaning kitchen surfaces used during meal preparation

2. Tasks caregivers are NOT permitted to perform

Deep cleaning or heavy household work

- Scrubbing floors
- Washing walls, ceilings, doors, or baseboards
- Cleaning behind/under heavy furniture
- Moving furniture or appliances
- Cleaning ovens, refrigerators, or freezers
- Carpet shampooing or stain removal
- Window washing
- Cleaning garages, attics, basements, porches

Medical or skilled care tasks

- Administering medications
- Pre-filling or organizing pillboxes
- Wound care, catheter care, ostomy care, tube feeding
- Oxygen tank management (reminders allowed, but no adjusting flow rates)
- Blood sugar testing or insulin administration
- Any health care task requiring a licensed nurse

Transportation restrictions

- Transporting VA Community Care Network (CCN) clients (see the VA Community Care Addendum)
- Using the caregiver's vehicle without Agency approval
- Driving anyone other than the Client

Tasks for other household members

- Laundry for other people
- Cleaning areas not used by the Client
- Cooking for the entire household
- Errands for family members
- Household chores unrelated to the Client's care

Unsafe or high-risk household tasks

- Climbing ladders, stools, or chairs
- Using harsh chemicals (bleach, oven cleaner, ammonia)
- Lifting heavy items
- Yard work or exterior cleaning
- Shoveling snow or salting sidewalks
- Cleaning mold, biohazards, or excessive pet waste
- Entering hoarding or unsafe cluttered environments

Financial or legal tasks

- Managing money or bank accounts
- Paying bills or handling credit/debit cards
- Accepting gifts, tips or money
- Witnessing legal documents
- Having access to financial documents

3. Safety requirements

Client agrees to maintain a safe environment that allows caregivers to work safely. Caregivers may not:

- Enter hazardous areas (e.g., cluttered or hoarded spaces)
- Work without proper PPE when required
- Be exposed to aggressive pets
- Be in the home during active smoking
- Enter homes without functioning utilities (electricity, heat, water)
- Remain in environments with active infestations (insects, rodents)

Caregivers may discontinue tasks or visits if safety is compromised.

4. Reason to hire professional cleaning services

Deep cleaning, whole-house cleaning, or tasks beyond the caregiver scope should be performed by a licensed cleaning company. Caring Companions can provide referrals upon request.

5. Client acknowledgment

I understand the light housekeeping tasks that caregivers are allowed to perform, as well as the tasks they are prohibited from performing. I agree to follow these guidelines and understand that caregivers may decline tasks outside their permitted scope.

EXHIBIT C

Client Rights & Responsibilities

One version for everyone. Client rights and responsibilities are set out in the "Your rights" and "Your responsibilities" sections of the Caring Companions Client Handbook (Revised October 2026), which is given to every Client and incorporated into this Agreement as Exhibit C. Keeping them in one place means the Client always has the same rules the Agency follows.

Acknowledgment

I acknowledge that I have received the Caring Companions Client Handbook (Revised October 2026) and reviewed its "Your rights" and "Your responsibilities" sections, which are Exhibit C. I understand these rights and responsibilities and agree to follow them as a condition of receiving services.

EXHIBIT E

HIPAA & Confidentiality Notice

Notice of Privacy Practices. The Agency's Notice of Privacy Practices is the "Your privacy" section of the Caring Companions Client Handbook (Revised October 2026), incorporated into this Agreement as Exhibit E. It explains what information we collect, how it may be used and shared, the Client's privacy rights, and how to report a privacy concern to the Agency's Privacy Officer at (417) 234-8494 or samantha@mo-care.com, or to the U.S. Department of Health and Human Services, Office for Civil Rights, at 1-800-368-1019.

Client acknowledgment

I acknowledge that I have received the Caring Companions Client Handbook (Revised October 2026) and reviewed its "Your privacy" section (Notice of Privacy Practices), which is Exhibit E. I understand how my information may be used, shared, and protected.

EXHIBIT D

Emergency & Contingency Plan

This Exhibit outlines Caring Companions' procedures and the Client's responsibilities in the event of emergencies, disasters, service interruptions, or situations that temporarily prevent caregivers from providing scheduled services. This section applies to all Caring Companions clients.

1. Purpose of emergency & contingency plan

Caring Companions is committed to maintaining safe and continuous care whenever possible. However, certain emergencies or conditions may temporarily interrupt services. The purpose of this plan is to ensure Clients understand:

- When services may be delayed or suspended
- What actions the Agency will take
- What responsibilities the Client/Responsible Party has
- What backup support must be in place

2. Conditions that may interrupt services

The Agency may be unable to provide scheduled services due to situations including, but not limited to:

- Severe weather (ice, snow, storms, flooding)
- Road closures or unsafe travel conditions
- Natural disasters (tornado, fire, earthquake)
- Utility outages (electricity, heat, water)
- Public health emergencies
- Government-imposed restrictions
- Caregiver illness, injury, or emergency
- Hazardous home conditions
- Inability to access the Client's home
- Client hospitalization, rehab stay, or temporary relocation

3. Agency responsibilities

If scheduled services cannot be provided, Caring Companions will:

- Notify the Client or Responsible Party as soon as reasonably possible.
- Attempt to reschedule services when conditions allow.
- Notify the Client's Emergency Contact when appropriate.
- Avoid sending caregivers into unsafe or hazardous conditions.
- Resume services as soon as it is safe and staffing allows.

4. Client/Responsible Party responsibilities

During emergencies or service interruptions, the Client/Responsible Party agrees to:

- Assume responsibility for the Client's care until services resume.
- Maintain emergency supplies (food, water, medications, incontinence supplies, etc.).
- Call 911 if a medical or safety emergency occurs.
- Notify the Agency of any changes in home safety, utilities, or access.
- Ensure home conditions remain safe for caregivers.
- Inform the Agency immediately if the Client is hospitalized or admitted to a facility.

5. Backup caregiver / responsible party (required)

Every Client must name a Backup Caregiver/Responsible Party who can provide temporary support when Agency staff cannot reach the home.

BACKUP CAREGIVER / RESPONSIBLE PARTY (REQUIRED)

Full name _____ Relationship to client _____
Primary phone _____ Secondary phone _____

By listing this person, the Client confirms the individual has agreed to serve in this role.

6. Limitations of services during emergencies

The Client understands and agrees that:

- The Agency cannot guarantee uninterrupted service during emergencies.
- Caregivers will not be dispatched if doing so places the Client or caregiver at risk.
- Services may be delayed or canceled without notice if safety conditions deteriorate.
- Staffing availability may be limited during widespread emergencies.

7. Continuity of care after interruptions

When conditions improve:

- The Agency will attempt to reinstate the Client's regular schedule.
- The Agency cannot guarantee the same caregiver(s) will be available.
- Services will resume as soon as staffing and safety allow.

8. Acknowledgment

I acknowledge that I have received, reviewed, and understand Exhibit D, Emergency & Contingency Plan, and agree to follow these guidelines.

EXHIBIT F

Infectious Disease Waiver of Liability

Caring Companions follows industry-standard infection control procedures to reduce risk; however, no provider can guarantee prevention of exposure to infectious diseases. This Exhibit describes the risks, expectations, and liability protections related to receiving in-home care services.

1. Acknowledgment of infectious disease risk

The Client and/or Responsible Party understands:

- In-home care requires close physical proximity between caregivers and clients.
- Infectious diseases, including COVID-19, influenza, RSV, MRSA, and other communicable illnesses, may be transmitted despite precautions.
- Caregivers may unknowingly be exposed to or carry infectious illnesses even when asymptomatic.
- Receiving in-home care always carries inherent risk of exposure that cannot be fully eliminated.

The Client acknowledges and accepts these risks as a condition of receiving services.

2. Client/Responsible Party safety obligations

The Client/Responsible Party agrees to:

- Notify the Agency immediately of any suspected or confirmed illness in the household.
- Inform the Agency of exposure to contagious illnesses (COVID-19, influenza, RSV, gastrointestinal viruses, etc.).
- Allow caregivers to follow Agency infection control practices, which may include the use of gloves, masks, sanitizer, or other PPE.
- Provide required basic infection-control supplies (gloves, soap, paper towels, sanitizer) unless arrangements are made for the Agency to supply them.
- Maintain a safe and sanitary environment for caregivers.

Failure to disclose illness or exposure may result in temporary service suspension for the safety of caregivers and other clients.

3. Agency responsibilities

Caring Companions agrees to:

- Follow current CDC and Missouri Department of Health guidelines.
- Screen caregivers for symptoms prior to shifts when appropriate.
- Provide training on infection control and universal precautions.
- Supply PPE when necessary or as required by state programs.
- Communicate openly about any known exposure involving an assigned caregiver.

4. Release of liability

To the fullest extent permitted by law, the Client/Responsible Party hereby releases, waives, and forever discharges Caring Companions, its owners, directors, employees, caregivers, and agents ("Releasees") from any and all claims, liabilities, losses, damages, or expenses (including illness, injury, hospitalization, or death) arising out of or related to:

- Exposure to infectious or communicable diseases
- Transmission of illness between caregivers, clients, family members, or visitors
- Providing or receiving in-home services during outbreaks or public health events

This waiver applies regardless of whether exposure occurs before, during, or after scheduled care services.

5. Indemnification

The Client/Responsible Party agrees to indemnify, defend, and hold harmless the Releasees from any claims, losses, or expenses (including attorney's fees) arising from:

- Illness or infectious disease exposure in the Client's home
- Claims made by household members, visitors, or third parties
- Failure to follow infection control guidance
- Failure to disclose illness or exposure to the Agency

6. Scope and enforcement

This waiver:

- Applies to all services provided by Caring Companions
- Is binding on the Client/Responsible Party and their heirs, beneficiaries, executors, and assigns
- Will be interpreted according to the laws of the State of Missouri
- Remains in effect for the duration of services

If any portion is determined unenforceable, the remaining sections will continue in full effect.

7. Acknowledgment

By signing this Agreement, I acknowledge that I have read, understood, and agree to the terms of Exhibit F, Infectious Disease Waiver of Liability. I accept the risks associated with receiving in-home care and release Caring Companions from liability related to infectious disease exposure.

EXHIBIT G

Credit Card & ACH (Bank) Authorization Form

Purpose of authorization. To ensure timely payment and uninterrupted services, Caring Companions requires all Clients to keep an active payment method on file. Weekly payments will be processed for services provided during the prior billing cycle. Please complete all fields below. This authorization will automatically cancel when services are discontinued. This authorization will remain in effect until cancelled.

CREDIT CARD INFORMATION

Credit cards only: a 3% admin fee applies to each credit card transaction. Debit card and bank (ACH) payments have no fee.

☐ MasterCard ☐ Visa ☐ Discover ☐ Amex ☐ Other

Cardholder name (as shown on card) _____ Cardholder phone _____

Card number _____

Expiration (mm/yy) _____ Authorization code _____ Billing ZIP code _____

Email for weekly invoices _____

☐ I wish to use the above credit card for all future invoices, until further notice.

ACH INFORMATION (BANK ACCOUNT)

Account type: ☐ Checking ☐ Savings ☐ Other

Account holder name _____ Account holder phone _____

Account number _____ Routing number _____

Account holder ZIP code _____ Email for weekly invoices _____

☐ I authorize Caring Companions to withdraw weekly invoice amounts from the bank account listed above until further notice.

ACCOUNT HOLDER

Printed name _____ Date _____

Signature _____

EXHIBIT H

Non-Solicitation & Direct Hire Addendum

This Exhibit outlines the Client's agreement not to directly hire, contract, or solicit Caring Companions employees outside of the Agency's services. This protects continuity of care, maintains proper insurance coverage, and ensures compliance with federal and state employment laws.

1. Purpose of this addendum

Caring Companions invests substantial resources into recruiting, training, background screening, supervising, and retaining its caregivers. This Addendum ensures that caregivers provided by the Agency are not hired, solicited, or contracted privately by Clients or their families outside of Caring Companions.

2. Non-solicitation requirement

The Client agrees not to directly hire, solicit, or engage any caregiver, employee, or contractor introduced, referred, or assigned by Caring Companions, during services and for a period of two (2) years following the last date services were provided by the Agency. This includes any attempt to:

- Hire the caregiver directly
- Offer or request private employment
- Encourage the caregiver to resign from the Agency
- Engage the caregiver "off the books," privately, or through another party
- Reduce or eliminate Agency involvement while retaining the caregiver privately

3. Prohibited conduct

The Client agrees NOT to:

- Pay a caregiver directly for any services
- Offer private work or accept offers of private work
- Engage a caregiver for tasks or hours not scheduled through the Agency
- Provide gifts, payments, or benefits in exchange for private services
- Use the caregiver for work in another household, business, or location
- Employ the caregiver through a friend, relative, or third party

ANY arrangement outside of Caring Companions is strictly prohibited.

4. Liquidated damages fee (required if Client violates this agreement)

If the Client hires or attempts to hire any Agency caregiver in violation of this Addendum, the Client agrees to pay the Agency: **\$5,000.00 per affected caregiver**. This fee is:

- A reasonable estimate of damages
- Enforceable under Missouri contract law
- Necessary to cover recruitment, onboarding, training, and workforce losses
- Due immediately upon hiring or engagement of the caregiver outside the Agency

This fee applies even if:

- The Client no longer receives services
- The caregiver no longer works for the Agency
- The arrangement is temporary, part-time, or "only helping out"
- The Client claims they did not know the rule

5. Exceptions (if Client wishes to hire the caregiver legally)

If a Client desires to employ a caregiver directly, the Client must:

- Submit a written request to Caring Companions, AND
- Receive written approval from an Agency Administrator, AND
- Pay the \$5,000.00 release fee before the caregiver may begin working privately.

This process is required to ensure:

- Compliance with IRS household employer laws
- Worker's compensation coverage
- Fair labor standards
- Protection for both the Client and the caregiver

Without completing this process, ALL direct-hire arrangements are considered unauthorized.

6. Term of agreement

This Non-Solicitation Addendum remains in effect:

- During all services
- While the Client has a current or pending relationship with the Agency
- For two (2) years after the last date the caregiver provided services under Caring Companions

7. Acknowledgment

By signing the Service Agreement, the Client acknowledges and agrees to this Non-Solicitation & Direct Hire Addendum (Exhibit H), and understands that violation will result in the fee described above.

Initials 6 of 6: non-solicitation and the \$5,000 direct hire fee

EXHIBIT I

Contacts & Permissions

This form is part of my Caring Companions Service Agreement. It lists the people I have designated to be contacted by Caring Companions in case of emergency, and what each person may see and receive about my care. I can update it at any time by signing a new form, which replaces any earlier Contacts & Permissions form.

Client's name _____ Date of birth _____

1. PRIMARY CONTACT

Name _____ Relationship _____

Home phone _____ Cell phone _____ Email _____

Address _____ City _____ State _____ Zip _____

PERMISSIONS

Health info (HIPAA) ☐ Yes ☐ No

Makes medical decisions ☐ Yes ☐ No

Power of attorney ☐ Health ☐ Financial ☐ None

Can book in the app ☐ Yes ☐ No

WHAT THEY RECEIVE

Texts ☐ Running late ☐ Caregiver change

AxisCare access ☐ Care notes ☐ Invoices

Emails ☐ Weekly calendar ☐ Care plans ☐ Office messages ☐ Invoices

2. CONTACT 2 (OPTIONAL)

Name _____ Relationship _____

Home phone _____ Cell phone _____ Email _____

Address _____ City _____ State _____ Zip _____

PERMISSIONS

Health info (HIPAA) ☐ Yes ☐ No

Makes medical decisions ☐ Yes ☐ No

Power of attorney ☐ Health ☐ Financial ☐ None

Can book in the app ☐ Yes ☐ No

WHAT THEY RECEIVE

Texts ☐ Running late ☐ Caregiver change

AxisCare access ☐ Care notes ☐ Invoices

Emails ☐ Weekly calendar ☐ Care plans ☐ Office messages ☐ Invoices

3. CONTACT 3 (OPTIONAL)

Name _____ Relationship _____
 Home phone _____ Cell phone _____ Email _____
 Address _____ City _____ State _____ Zip _____

PERMISSIONS

Health info (HIPAA) ☐ Yes ☐ No

Makes medical decisions ☐ Yes ☐ No

Power of attorney ☐ Health ☐ Financial ☐ None

Can book in the app ☐ Yes ☐ No

WHAT THEY RECEIVE

Texts ☐ Running late ☐ Caregiver change

AxisCare access ☐ Care notes ☐ Invoices

Emails ☐ Weekly calendar ☐ Care plans ☐ Office messages ☐ Invoices

4. CONTACT 4 (OPTIONAL)

Name _____ Relationship _____
 Home phone _____ Cell phone _____ Email _____
 Address _____ City _____ State _____ Zip _____

PERMISSIONS

Health info (HIPAA) ☐ Yes ☐ No

Makes medical decisions ☐ Yes ☐ No

Power of attorney ☐ Health ☐ Financial ☐ None

Can book in the app ☐ Yes ☐ No

WHAT THEY RECEIVE

Texts ☐ Running late ☐ Caregiver change

AxisCare access ☐ Care notes ☐ Invoices

Emails ☐ Weekly calendar ☐ Care plans ☐ Office messages ☐ Invoices

AxisCare access: Checking "Care notes" or "Invoices" under AxisCare access gives that person their own sign-in to AxisCare, our care and billing system, to see only what is checked. Only contacts I check on this form get access, and I can change it any time by calling the office.

Booking App: Contacts marked "Yes" under "Can book in the app" may request visits for me, billed to me.

Text messages: By checking "Running late" or "Caregiver change" under Texts for a contact on this form, I agree that Caring Companions may text that person about my care, such as a caregiver running late or a change in which caregiver is coming. Message frequency varies. Msg & data rates may apply. Reply STOP to opt out at any time, or call (417) 234-8494. Texts are only sent to contacts I have authorized to receive information about my care.

CLIENT OR RESPONSIBLE PARTY

Printed name _____ Date _____

Signature _____

OFFICE USE Entered in AxisCare by _____ Date _____ Hub updated _____