

INFORMED CONSENT AND CUSTOMER AUTHORIZATION AGREEMENT - NY

THIS AGREEMENT is dated this 28 day of July, 20 14, by and between Vicki Simon ("Buying Customer") and Dignity Home Care, Inc., a Delaware corporation ("Dignity Home Care").

A. Consent for Services

I hereby consent to the health and medication evaluation by Dignity Home Care and acknowledge I have received and participated in the development of the Customer Service Plan and Plan of Treatment. I have received all information necessary for its implementation and its defined services and treatments, as authorized by my personal physician. I hereby consent to those services set forth in my Customer Service Plan. I further agree to follow Dignity Home Care policies and procedures.

B. Nature and Frequency of Services; Fees and Charges

I hereby agree to the fees and charges of the outlined services.

Home Health Aide \$24.00 fee per hour

Home Health Aide (live-in) \$250.00 fee per day

Registered Nurse \$100.00 fee per assessment

Type Of Service: HHA \$ 24.00 fee per hour (day)

Recognized Federal holidays (New Year's Day, Birth of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day) are billed per hour at double the hourly rate. In addition, Mother's Day, Father's Day, Good Friday, Easter Sunday, Christmas Eve Day and New Year's Eve Day are billed per hour at double the hourly rate.

C. Payment of Services and Refunds

BUYING CUSTOMER UNDERSTANDS AND AGREES that Buying Customer will be billed for Services monthly and that payment is due upon receipt of invoice. Buying Customer understands and agrees that Buying Customer will be billed for services selected, but not provided because Receiving Customer (as identified on the signature page of this Agreement) has either (1) missed the service due to his or her unavailability or refusal and Dignity Home Care has not been provided at least 24 hours prior notice in accordance with Dignity Home Care's policies. Any reduction or cancellation in services from Dignity Home Care or the undersigned requires 5 working days written notice prior to the reduction or cancellation. Buying Customer will pay a late payment fee of the greater of 1.5% of the outstanding balance due or \$10.00 per month when the entire current balance due is not paid by the current due date. Buying Customer will pay all costs and expenses, including reasonable attorneys' fees and court costs, incurred by Dignity Home Care in collecting amounts past due under this Agreement. Dignity Home Care may increase any of its fees and charges for services upon written notice to the Buying Customer prior to any change in fees.

D. Release of Information

Receiving Customer authorizes Dignity Home Care to release information required to render, provide, or arrange for the services selected under this Agreement and to receive payment for the provision of such services.

E. Term and Termination

Either party may terminate this Agreement upon five (5) calendar days prior written notice to the other party. If, in the good faith opinion of Dignity Home Care, the individual receiving Dignity Home Care Services or the environment in which services are provided becomes physically or mentally harassing, abusive, or dangerous for a Dignity Home Care employee or agent, then Dignity Home Care may terminate this Agreement immediately by giving written notice of such termination to the Buying Customer. Buying Customer will be liable for all fees and charges incurred up to and including the effective date of termination.

F. Liability and Release

Buying Customer acknowledges that Dignity Home Care is not an insurer of the person or property of any individual receiving Dignity Home Care Services under this Agreement. Buying Customer agrees that Dignity Home Care will not be liable to Buying Customer or any individual receiving Dignity Home Care Services for any personal injury or property damage (including, but not limited to, damage of personal property of Buying Customer or any individual receiving Dignity Home Care Services) suffered by Buying Customer or any individual receiving Dignity Home Care Services, unless caused by the negligence of Dignity Home Care or its employees or agents, or from the action of any Dignity Home Care employee or agent acting outside of the scope of such person's employment or agency.

G. Liquidated Damages

Buying Customer shall pay to Dignity Home Care, as liquidated damages, the sum of ten-thousand dollars (\$10,000.00) if either Buying Customer or Receiving Customer accepts services from or employs an employee or former employee of Dignity Home Care in any manner other than as an employee of Dignity Home Care within one (1) year following the last day that services were rendered by that employee or former employee for Buying Customer or Receiving Customer as an employee of Dignity Home Care. In addition, Buying Customer agrees to pay to Dignity Home Care the reasonable attorney's fees and costs incurred by Dignity Home Care to recover those liquidated damages.

H. Review of Documents

I have received a written copy, read and understand Dignity Home Care policies and forms including Customers Rights, Customer Complaint Form, Advanced Directives, Elder Abuse and Reaching Us After Hours.

I. Other

The rights and obligations of Dignity Home Care under this Agreement may be assigned to any person or entity upon notice to Buying Customer. Dignity Home Care may engage another person or entity to perform any or all of the services under this Agreement.

This Agreement will be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned have signed this agreement, or have caused this Agreement to be signed on its or their behalf, as of the date indicated above, to be effective on the Effective Date.

I certify that I have read the above, given consent, and agree to the terms with a full understanding of my rights.

Receiving Customer:



(Signature)

Vicki Simon

(Print Name)

(Date)

Buying Customer:



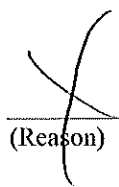
(Signature)

Claude Simon

(Print Name)

(Relationship)

If Receiving Customer Unable to Sign:



(Reason)

Stroke

Dignity Home Care, Inc.

(Signature)

(Title)

(Print Name)

(Date)

**Other Persons authorized to order/
Purchase products and services**

(Print Name)

(Print Name)



DEPOSIT AGREEMENT

This Deposit Agreement ("Agreement") is entered into as of July 28, 2014 by and between Dignity Home Care, Inc. ("Dignity") and VICKI SIMON ("Customer").

WHEREAS, the parties have entered into that certain Informed Consent and Customer Authorization Agreement (the "Services Agreement"), pursuant to which Dignity provides at-home assisted living and/or home care services to Customer or Customer's identified beneficiary;

WHEREAS, it is Dignity's practice to collect in advance an amount equal to one (1) week of services; and

WHEREAS, Customer agrees to pay such amount in accordance with, and subject to, this Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Simultaneously with the execution of this Agreement, Customer shall pay to Dignity an amount equal to one (1) week of services \$ 1680 to be provided by Dignity (the "Deposit").

2. Customer understands and agrees that Dignity shall not be required to segregate or otherwise separately identify the Deposit from any other monies held by Dignity. Customer further understands and agrees that Dignity shall not be required to provide an accounting to Customer regarding the Deposit.

3. Upon termination of the Services Agreement, Dignity shall apply the Deposit to the payment of the last invoice. If Customer pays in full the last invoice, Dignity shall return the Deposit to Customer, without interest, within thirty (30) days after the receipt of the payment in full.

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

DIGNITY HOME CARE

CUSTOMER

By: _____

Claude Simon X
Relationship: Son X

Print Name: _____

Title: _____