

PREVENTIVE CARE CONSULTING SERVICES AGREEMENT

THIS PREVENTIVE CARE CONSULTING SERVICES AGREEMENT ("Agreement") is made this _____ day of _____, 2020, by and between _____, an adult individual whose address is _____ ("Client"), and **Queen's Concierge Care, LLC**, a Pennsylvania limited liability company, with a registered address of 1310 Sandstone Drive, McDonald, Pennsylvania 15057 ("Consultant").

BACKGROUND

Client desires to engage Consultant to perform certain preventive care consulting services for Client and Consultant desires to perform such services on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the premises hereof and of the mutual promises and agreements contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Engagement, Scope of Services, and Retainer Fee; Term.

1.1 Client hereby engages Consultant, by and through one or more individuals employed and/or authorized by Consultant, to perform the duties set forth in this Agreement. Client shall have complete discretion as to which duties Client wishes for Consultant to perform on Client's behalf, as well as which duties Client wishes Consultant to continue to perform on Client's behalf during the term of this Agreement. As such and in consideration thereof, Client agrees to pay Consultant an initial registration fee ("Retainer Fee") of \$_____.00, the sum of which is in addition to the schedule of fees and other expenses outlined in Section 3.1. Client agrees that the Retainer Fee is totally nonrefundable. Payment of the Retainer Fee entitles Client, during the term of this Agreement, unfettered access to Consultant and to Consultant's preventive care consulting services ("Services"), subject to the terms of this Agreement.

Client further agrees, however, that payment of the Retainer Fee and acceptance of this Agreement **DOES NOT** entitle Client to performance of the duties herein contained "on demand." In that regard, performance of the Services provided for in this Agreement, by Consultant, shall be **AT ALL TIMES** in the sole discretion of Consultant as to the time, place, and manner of performance of any and all Services of Consultant. Client **EXPRESSLY ACKNOWLEDGES** that the Services rendered under this Agreement are not intended to be a substitute for emergency medical care, and, as such, if Client believes that he or she is in need of emergency medical care or treatment, Client should always seek care from their local hospital and/or call 911 for emergency medical services.

1.2. The term of this Agreement shall commence on the date hereof and shall continue month-to-month, terminable upon thirty (30) days written notice, for _____ months. This Agreement may be extended on a month-to-month basis, upon the mutual written agreement of the parties hereto.

2. Representations, Warranties, Covenants, and Agreements of Consultant.

2.1. Consultant will use its knowledge and best efforts, in Consultant's sole discretion, to provide preventive care to Client through health education and Consultant's Services.

2.2. Consultant will use its knowledge and best efforts, in Consultant's sole discretion, to provide support, peace of mind, privacy, and convenience to Client through health education and Consultant's Services.

2.3. Consultant will use its knowledge and best efforts, in Consultant's sole discretion, to assist Client by traveling to and/or providing transportation to Client's appointments with medical care providers, taking notes at Client's appointments with medical care providers, traveling to pick up medication for Client from the pharmacy, monitor and assist with Client's prescribed medications, and coordinating and scheduling Client's appointments with medical care providers. For all prescribed medications, Consultant will assist Client concerning the medication to be taken and the supervision thereof **ONLY IN ACCORDANCE** with the written instructions outlined by Client's medical care provider.

2.4. If Client has retained Consultant for the purposes of providing prenatal and postnatal support and education, then Consultant will use its knowledge and best efforts, in Consultant's sole discretion, to assist Client by providing the following prenatal and postpartum services, which are in addition to the Services otherwise provided for in this Agreement, that include, but are not limited to, the following:

- **Prenatal Services:**

- Health education about medical encounters and medical reconciliation;
- Weight and blood pressure checks;
- Meals and grocery pick up; and
- Preparation for and presence, in person, for the purposes of providing support, during delivery.

- **Postpartum Services:**

- Meal arrangement after discharge from Hospital;
- Health education about child care and associated discomforts after delivery (i.e. – how to feed, bath, and diaper the baby, as well as care for umbilical cords and circumcisions);
- Resources, referrals, and mental health education;
- Weight checks and HT and HC measurements;
- Health education about the growth and developmental milestones of the child;
- Health education about safe sleep environments and types of contraceptives; and
- Breast Feeding Support, which includes, but is not limited to, health education about breast feeding (i.e. – tracking feeding during the first few days after delivery) and observation of breast feeding sessions with health education about latching and other breast feeding issues.

2.5. Consultant will use its knowledge and best efforts, in Consultant's sole discretion, to provide Client with such other services as Client may reasonably request, which pertain to health education and Consultant's Services and/or which may be performed, in Consultant's sole discretion, by Consultant to assist Client in managing their healthcare, except such services that are expressly prohibited by this Agreement.

2.6. Consultant and/or its members, officers, employees, agents, representatives, successors, and assigns **DO NOT AND WILL NOT, UNDER ANY CIRCUMSTANCES, PROVIDE MEDICAL CARE** to Client, including, but not limited to, the following services:

- Injections or administration of narcotics and/or other medicines;
- Treatment of wounds and/or other skin services;
- Bandage changing and/or replacement;
- Intravenous therapy ("IV") treatment and/or administration; and
- **ANY OTHER SERVICES THAT, IN THE SOLE DISCRETION OF CONSULTANT, CONSTITUTES MEDICAL AND/OR NURSING CARE.**

2.7. Consultant hereby represents and warrants to Client that:

- (a) Consultant has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and
- (b) the execution of this Agreement, by its representative whose signature is set forth at the end hereof, has been duly authorized by all necessary corporate action.

3. Fees, Representations, Warranties, Covenants, and Agreements of Client.

3.1. In addition to and not including the Retainer Fee, Client agrees to pay Consultant according to the following schedule of fees (“Consulting Fee”), as well as to pay Consultant for any and all out of pocket expenses that Consultant shall incur on behalf of or at the direction of Client (“Advanced Expenses”), including, but not limited to, mileage, parking, groceries, and medication costs/fees:

- (a) Hourly Rate (Weekdays): \$_____.00, per hour;
- (b) Hourly Rate (Weekends): \$_____.00, per hour; and
- (b) Holiday Rate (See below): \$_____.00, per hour.

The rates set forth above, in the schedule of fees, are quoted on a case by case basis and, as such, are subject to change during the term of this Agreement, in Consultant’s sole discretion, upon seven (7) days’ prior written notice to Client.

The Holiday Rate is time and a half, based upon the Weekday and Weekend rates outlined above, as applicable, for the following Holidays:

- New Year’s Day
- Martin Luther King Day
- Presidents’ Day
- Easter
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year’s Eve

Client agrees to pay Consultant the above-mentioned Consulting Fee for services rendered, as well as any and all Advanced Expenses, on or by the due date indicated in the invoice from Consultant, which shall be billed at regular intervals of no longer than a monthly basis, but may be billed in shorter intervals such as weekly or bi-weekly, in Consultant’s sole discretion. If account is not settled by receipt of check or other funds from Client within seven (7) business days following the due date indicated in the invoice from Consultant, then Client agrees to pay Consultant and additional sum (“Late Fee”) of \$_____.00. In the event of nonpayment of either the Consulting Fee, Advanced Expenses, or any applicable Late Fee, Client agrees to pay all costs of collection, including court costs and attorneys’ fees, incurred by Consultant as a result thereof.

3.2. Client agrees to provide complete, accurate, and up-to-date information to Consultant of Client's health and healthcare related information. By agreeing to the terms and conditions of this Agreement, Client hereby represents that he or she will provide a complete and accurate account of Client's medical history and conditions, including any and all medications pertaining thereto, reasonably necessary for Consultant to provide the services herein contained.

3.3. IN CONSIDERATION OF CLIENT'S ENGAGEMENT OF CONSULTANT'S SERVICES, CLIENT ACCEPTS ALL RISK TO THEIR HEALTH, INCLUDING INJURY OR DEATH, AND CLIENT HEREBY RELEASES CONSULTANT, ITS MEMBERS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, ON CLIENT'S BEHALF AND ON BEHALF OF CLIENT'S PERSONAL REPRESENTATIVES, ESTATE, HEIRS, NEXT OF KIN, AND ASSIGNS, FROM ANY AND ALL COSTS, CLAIMS, CAUSES OF ACTION, AND DAMAGES ARISING FROM ANY AND ALL ILLNESS OR INJURY TO CLIENT'S PERSON, INCLUDING CLIENT'S DEATH, THAT MAY RESULT FROM OR OCCUR AS A RESULT OF CLIENT'S ENGAGEMENT OF CONSULTANT'S SERVICES DESCRIBED HEREIN, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE. CLIENT UNDERSTANDS THAT ANY HEALTHCARE DECISIONS AND ACTIONS CLIENT MAY MAKE WHILE UTILIZING CONSULTANT'S SERVICES ARE UNDERTAKEN OF CLIENT'S OWN FREE WILL. CLIENT ACKNOWLEDGES THAT CLIENT HAS READ THE ABOVE RELEASE AND WAIVER OF LIABILITY AND FULLY UNDERSTANDS ITS CONTENTS AND VOLUNTARILY AGREES TO THE TERMS AND CONDITIONS STATED THEREIN.

CLIENT ACKNOWLEDGES THAT CLIENT HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTOOD IT TO BE A FULL AND FINAL RELEASE OF ALL COSTS, CLAIMS, CAUSES OF ACTION, AND DAMAGES, OF ANY KIND, ARISING FROM OR IN CONNECTION WITH CONSULTANT'S SERVICES UNDER THIS AGREEMENT.

3.4. CLIENT AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CONSULTANT, ITS MEMBERS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL CLAIMS, INCLUDING, BUT NOT LIMITED TO, ALL LOSSES, LIABILITIES, COSTS, DEFICIENCIES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) ARISING AS A RESULT OF OR IN CONNECTION WITH ANY MISREPRESENTATION, BREACH OF WARRANTY, OR NON-FULFILLMENT OF ANY OBLIGATION OF CONSULTANT, ITS MEMBERS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS UNDER THIS AGREEMENT, AS WELL AS FROM ANY AND ALL CLAIMS ARISING AS A RESULT OF OR IN CONNECTION WITH ANY NEGLIGENT ACT(S) AND/OR WILLFUL MISCONDUCT OF CONSULTANT, ITS MEMBERS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS UNDER THIS AGREEMENT, WHETHER SUCH CLAIMS ARE MADE BY CLIENT OR THIRD PARTIES.

3.5. Client hereby represents and warrants to Consultant that:

- (a) Client has the right to enter into this Agreement, to grant the rights granted herein, and to perform fully all of Client's obligations in this Agreement.

4. Miscellaneous.

4.1. Waiver. The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by either party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such

right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law: (a) no claim or right arising out of this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right, unless in writing signed by the other party, (b) no waiver that may be given by a party will be applicable, except in the specific instance for which it is given, and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action, without notice or demand as provided in this Agreement.

4.2. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors, assigns, heirs, and legal representatives, including any entity with which the parties may merge or consolidate or to which all or substantially all of their assets may be transferred.

4.3. **Notices.** Whenever, under the terms of this Agreement, written notice is required or permitted to be given by any party to any other party, such notice shall be in writing and shall be deemed to have been sufficiently given if personally delivered, delivered by overnight courier service, such as Federal Express, or deposited in the United States Mail in a properly stamped envelope, certified, or registered mail, return-receipt-requested, addressed to the party to whom it is to be given at the address hereinafter set forth. Either party hereto may change its address by written notice in accordance with this Section.

If to Consultant:

Queen's Concierge Care, LLC
Attn: Queen Rose
1310 Sandstone Drive
McDonald, Pennsylvania 15057
Email: queenrose60@hotmail.com
Fax:

With a copy (which shall not constitute as notice) to:

Peacock Keller, LLP
Attn: Blake J. Birchmeier, Esq.
95 W. Beau Street, Suite 600
Washington, PA 15301
Email: bbirchmeier@peacockkeller.com
Fax: 724-222-3318

If to Client:

Name of Client
Address Line 1
Address Line 2
Email:
Fax:

4.4. Entire Agreement; Amendments. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may not be amended orally, but only by an agreement in writing signed by the parties hereto.

4.5. Remedies. Nothing in this Agreement shall be construed as prohibiting Consultant from pursuing any available remedy available to Consultant for Client breaching this Agreement.

4.6. Arbitration. Any dispute, controversy, or claim arising out of or related to this Agreement or any breach or termination of this Agreement shall be submitted to and decided by binding arbitration. Arbitration shall be administered exclusively by the office of the American Arbitration Association (“AAA”) and shall be conducted consistent with the rules, regulations, and requirements of AAA’s Commercial Arbitration Rules and Mediation Procedures (the “AAA Rules”), then in effect, as well as any requirements imposed by Pennsylvania law. Arbitration shall be conducted in or within 50 miles of Washington, Pennsylvania, and any arbitral award determination shall be final and binding upon the Parties hereto. Arbitration shall proceed only on an individual basis. The Parties waive the right to assert, participate in, or receive money or any other relief from any class, collective, or representative proceeding. Each party shall only submit their own individual claims against the other and will not seek to represent the interests of any other person. Notwithstanding anything to the contrary in the AAA Rules, no arbitrator shall have jurisdiction or authority to compel any class or collective claim, to consolidate different arbitration proceedings, or to join any other party to the arbitration between the Parties.

4.7. Governing Law, Jurisdiction, and Venue. This Agreement and all related documents, including all schedules referenced herein and/or attached hereto and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by and construed and enforced in accordance with the internal Laws of the Commonwealth of Pennsylvania, without reference to its conflict of law provisions. Except as otherwise provided herein, each Party irrevocably and unconditionally: (a) consents to submit to the exclusive jurisdiction of the United States District Court for the Western District of Pennsylvania or, if such court does not have jurisdiction, the Court of Common Pleas of Washington County, Pennsylvania, and the appellate courts having jurisdiction of appeals in such courts for any action, dispute, suit, or proceeding arising out of or relating to this Agreement (and each party irrevocably and unconditionally agrees not to commence any such action, dispute, suit, or proceeding except in such courts), (b) waives any objection to the laying of venue of any such action, dispute, suit, or proceeding in any such courts, and (c) waives and agrees not to plead or claim that any such action, dispute, suit, or proceeding brought in any such court has been brought in an inconvenient forum. Each Party hereby irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or related to this Agreement.

4.8. Section Headings; Construction. The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to “Section” or “Sections” refer to the corresponding Section or Sections of this Agreement unless otherwise specified. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word “including” does not limit the preceding words or terms.

4.9. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

4.10. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

4.11. Assignment. This Agreement may be assigned by the parties hereto only upon notice to and the written consent of the other party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the date first above written, intending to be legally bound hereby.

CLIENT

CONSULTANT

Queen's Concierge Care, LLC,
a Pennsylvania limited liability company

Name of Client

By: _____
Name: Queen Rose
Title: Manager