

## ***GENERAL CONTRACT FOR SERVICES***

This Contract for Services is made effective as of \_\_\_\_\_, by and between \_\_\_\_\_, and We Care Management, LLC.

1. DESCRIPTION OF SERVICES. Beginning on \_\_\_\_\_, We Care Management, LLC will provide to \_\_\_\_\_ the following services (collectively, the "Services"):

Initial and ongoing assessment with frequency determined by Aging Life Care Manager of We Care Management, LLC. Coordination and oversight of resources and services in response to the evaluation of client's need and from consultation with family members or responsible parties. Ongoing care management in the form of counseling, oversight of services and care, conferences and care plan meetings, assessments, referrals, written reports, phone calls, and emails. In order to perform care management services it may be necessary to obtain medical records from physicians, facilities, and hospitals. A medical release will be obtained from the client in these circumstances.

2. PAYMENT. Payment shall be made to We Care Management, LLC.

\_\_\_\_\_ agrees to pay We Care Management, LLC as follows:

Initial Assessments are billed at \$175 per hour plus travel time, billed at 10 minute increments. Ongoing Aging Life Care Manager services are billed at \$150 per hour plus travel time, billed at 10 minute increments. The Initial Assessment fee must be paid during the visit. All other services utilized will be billed and paid on a monthly basis, or at the completion of services if no ongoing services are needed.

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 1.5 percent per month, or the maximum percentage allowed under applicable Virginia laws, whichever is less.

The Client shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if the Client fails to pay for the Services when due, We Care Management, LLC has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

3. TERM. This Contract will terminate automatically upon completion by We Care Management, LLC of the Services required by this Contract.

4. CONFIDENTIALITY. We Care Management, LLC, and its employees, agents, or

representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of We Care Management, LLC, or divulge, disclose, or communicate in any manner, any information that is proprietary to the Client. We Care Management, LLC and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by the Client of these confidentiality obligations which allows We Care Management, LLC to disclose the Client's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

5. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

6. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

7. **ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

8. **SEVERABILITY.** If any provision of this Contract will be held to be invalid or

unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

9. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

10. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Virginia.

11. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

12. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

13. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

14. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

IN WITNESS WHEREOF, the parties here to have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

\_\_\_\_\_, and Amanda Babineau, LCSW for We Care Management, LLC, effective as of the date first above written.

Service Recipient:

By: \_\_\_\_\_

Client/Responsible Party

Date

Service Provider: We Care Management, LLC

By: \_\_\_\_\_

Amanda Babineau, LCSW, C-ASWCM

Date