



INDIVIDUALIZED HOME CARE SERVICE PLAN AGREEMENT

This Individualized Home Care Service Plan Agreement (“Agreement”) is made and entered into effective as of the Effective Date identified on the attached Individualized Home Care Service Plan Agreement Information and Signature Page (“Information and Signature Page”), by and between Revo Health, LLC (“Revo Health, LLC”, “We”, “Us” and “Our”), 4200 Dahlberg Drive, Suite 300, Golden Valley, MN 55422, and the individual identified as the “client” on the Information and Signature Page (“You” or “Your”).

This Agreement governs Your receipt of home care services from Us, beginning on the Effective Date. If the Effective Date is any date other than the first day of a calendar month, the first month’s service fee will be prorated accordingly.

PARTIES

1. **You** desire to become a client of Revo Health, LLC, and to pay and perform all obligations under this Agreement. The person(s) listed as Legal Representative(s) on the Information and Signature Page, if any, has legal authority to act on Your behalf (including by signing this and related documents on Your behalf), and has provided Us with documentation of that authority, a copy of which is attached to the Information and Signature Page. The person(s) listed as Other Client Representative(s) on the Information and Signature Page, if any, is a person other than Your Legal Representative who you have designated to make decisions about Your care on Your behalf. Within this Agreement, Your Legal Representative(s) and Other Client Representative shall be referred to collectively as “Your Legal Representative” and shall be included in the terms “You” or “Your,” as applicable.
2. **Revo Health, LLC** is owned and operated by **Revo Health**. We are licensed by the Minnesota Department of Health as a Comprehensive Home Care agency and are not Medicare certified.

THE PARTIES AGREE AS FOLLOWS:

3. **TERM.** This Agreement commences on the Effective Date and will continue until terminated as set forth in this Agreement.
4. **SERVICES.** The services that You may receive from Us are described in the following attachments, each of which are incorporated herein:
 - a. Attachment A (Occupancy Core Services and Home Care Core Services) includes a list of the occupancy core services and home care core services that are available, as needed, to all Our clients. The services listed in this Attachment A are subject to change from time to time. Any changes to the services listed in Attachment A will be provided to you for your review and signature, which shall indicate your receipt and



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agreement to the changes. (Payment for services is included in the bundle cost of some surgical procedures.)

- b. Attachment B (Individualized Service Plan) is a written service plan that, under Minnesota law, We must provide to You and include in Your record. We will review and modify Your Individualized Service Plan if Your condition requires new or different services and as required by applicable law, and will notify you of any significant changes to this Plan. (Payment for services is included in the bundle cost of some surgical procedures.)
- c. Attachment C (Revo Health, LLC Prospective Resident Information) provides information about limits to the services provided by Us. It also includes additional information about Revo Health, LLC Home Care, including its mailing address, phone number, administrator in charge, and billing procedure for services rendered.

5. EMERGENCY PLAN AND POLICY.

- a. If You collapse, are found unresponsive or are otherwise experience a life-threatening medical emergency, We will call emergency services at 911 unless You have a written physician's order directing Us not to contact 911.
- b. If you have provided a valid Health Care Directive to Us, we will follow the provided Health Care Directive.
- c. You will provide and update, as needed, the name and contact information for the person(s) You wish to have notified in an emergency involving You or if there is a significant change in Your condition You will identify the person(s) who has authority to sign for You in an emergency on _____ on Attachment B. You will be financially responsible for all fees charged by providers of services other than Us, including but not limited to emergency responders who may be summoned to assist You in an emergency situation.

6. **DISCONTINUATION OF SERVICES.** We reserve the right to discontinue some or all of Our home care services at any time upon such advance notice as may be required by law. If We discontinue a home care service(s), You must make any necessary arrangements, including with other service providers, to receive any services. You may need to continue meeting Our requirements. If You are unable to meet these requirements, You must promptly find an alternate housing and home care provider. To assist you with this process, We will (i) provide You with a list of other home care providers in the area if You are in need of home care services; (ii) participate in a coordinated transfer of Your care to Your chosen service provider.

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7. **CHANGES IN HOME CARE SERVICES AND FEES.** We may change the home care services that We offer to You and related fees, including but not limited to those services listed in Attachment A, by giving you reasonable, advance written notice to You.
8. **TERMINATION OF AGREEMENT.** This Agreement may be terminated as follows:
- a. By written mutual consent at any time.
 - b. By You, for any or no reason, by giving Us written or verbal notice of termination at any time. The effective date of any such termination may be immediately or a future date specified by You.
 - c. By Us, for any or no reason, by giving You at least ten (10) days' written notice of termination. This written notice shall include the name and contact information of a Revo Health, LLC Home Care Administrator with whom you may discuss the termination notice, and the reason for termination. The effective date of any such a termination shall be the date specified in the written notice.
 - d. By Us, immediately and without prior notice to You, if:
 - i. You engage in conduct that significantly alters the terms of the service plan;
 - ii. You or others create an abusive or unsafe work environment for the person providing services to You; or
 - iii. An emergency or a significant change in Your condition has resulted in service needs that exceed the current service plan and that cannot be safely met by Us.

Upon termination of this Agreement for any reason, You are responsible for making arrangements for your health and wellbeing, which may require Your retention of another home care agency or other service provider(s).

9. **YOUR RESPONSIBILITIES.** Throughout the term of this Agreement, You agree to do the following:
- a. Provide Us with complete and current copies of any documentation establishing or impacting a legal relationship with a third party relevant to this Agreement, such as guardianship, conservatorship, durable power of attorney, trustee, living will, health care agent, health care power of attorney, health care or other advance directive, and like documents.

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- b. Provide Us with complete and current information about any legal proceedings relating to the authority of third parties to act on your behalf or to make decisions on your behalf, including but not limited to any guardianship or conservatorship proceedings.
- c. Provide Us with updated information and verifications, as may be requested by Us from time to time, that reasonably relate to your continued receipt of Our services.
- d. Promptly notify Us of any changes to your financial circumstances or insurance coverage which may impact the payment for the services that We provide to You, including but not limited to the reduction of your private financial resources to an amount equal to six months' service cost, changes in your eligibility for public financial assistance, and changes impacting any person or entity paying us directly or reimbursing You for services You receive from Us.
- e. Provide complete and accurate information to Us about Your illnesses, hospitalizations, medications, and other matters pertinent to Your health, and promptly report any changes in Your medical condition, pain status, treatment, medications or related matters.
- f. Cooperate with Us in the provision of the services requested by You, subject to your rights as a recipient of home care services.
- g. Comply with all policies, rules and procedures adopted by Us that relate to Our provision of home care services and that are provided to You or Your Legal Representative in writing.
- h. Demonstrate respect for others, including other clients, visitors and Revo Health, LLC staff members.
- i. Comply with all terms of this Agreement.

10. CONSENT TO TREATMENT. You acknowledge and agree with the following statements:

- a. You have discussed Your condition and the recommended treatments and services with Your physician(s) and Our staff. You have been informed of the purpose, goals, and possible effects of the recommended home care services; the possible consequences, if any, of refusing home care services; and alternative ways of caring for or treating Your condition.

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- b. You have been advised of the availability of alternative options. You understand that You may freely choose the care and services that will be provided to You, and that You will participate in decisions impacting Your care. You further understand that, if Your care needs cannot be fully met by Us or you no longer wish to receive services from Us, You may choose an alternate care provider.
- c. You may review the physician-ordered plan of care that guides the services provided by Us and have the right to refuse any offered care or service.
- d. We do not and cannot guarantee or otherwise promise that the services offered or provided by Us will improve Your condition.

11. MISCELLANEOUS PROVISIONS.

- a. **Entire Agreement and Amendments:** This Agreement, any written and executed addenda or attachments, policies, rules, regulations and procedures established and/or modified by Us from time to time of which You and/or Your Responsible Party have notice, will constitute the entire agreement between Us and You as to the subject matter of this Agreement. This Agreement may be amended only by written agreement between Us and You. No oral agreements have been entered into between Us and You. This Agreement is binding upon the successors, agents, heirs, attorneys, personal representatives, guardians, conservators, administrators and assigns of each Party.
- b. **Severability and No Waiver:** Any provision of this Agreement found to be invalid under applicable law will be severable, and the remainder of this Agreement will remain in effect. Our failure to insist upon the strict performance of any of the terms of this Agreement does not constitute or may not be construed as a waiver or relinquishment of Our right thereafter to enforce any of the terms of this Agreement.
- c. **Assignment:** This agreement is personal between You and Us, and You may not transfer or assign any interest in this Agreement without Our prior written approval. This Agreement may be assigned by Us at any time without prior notice to You and without Your approval. We will provide You with notice of any such assignment.
- d. **Governing Law.** This Agreement shall be governed and construed under the laws of the State of Minnesota.



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- e. **Bodily Fluids:** You understand a health care worker may be exposed to Your bodily fluid(s) when providing services to You. If such an exposure occurs, You authorize Revo Health, LLC and its agents or employees to obtain a blood sample from You and to have this blood sample tested for HIV and/or Hepatitis B virus at no additional charge to You. You acknowledge and agree that these tests will become part of Your personal medical record and that Revo Health, LLC will report all positive test results to the MN State Board of Health, in accordance with applicable law.

**END OF DOCUMENT
SIGNATURES FOUND ON THE INFORMATION AND SIGNATURE PAGE**