

Terms of Service Policy

Effective Date: 4/05/2025

This Terms of Service Policy governs the terms under which Class Home Care, LLC provides supportive care services to its clients. By engaging with Class Home Care, LLC and using our services, you agree to abide by the terms and conditions outlined below.

Please read this Agreement carefully before accessing or using any of our services.

1. Introduction

Class Home Care, LLC is a Wisconsin-based supportive care organization that provides personalized services, including assistance with daily living, personal care, and other related support services. The following Terms of Service govern your use of the Services provided by Class Home Care, LLC.

2. Eligibility

To use our services, you must meet the following criteria:

- You must be at least 18 years old or be the legal guardian of a minor or individual under care.
- You must reside in the state of Wisconsin.
- You must have the legal capacity to enter into this Agreement.

By agreeing to these Terms of Service, you represent and warrant that you meet these eligibility requirements.

3. Services Provided

Class Home Care, LLC offers various services, including but not limited to:

- Personal care assistance (e.g., bathing, grooming, and dressing)
- Companion care (e.g., social interaction and companionship)
- Medication reminders
- Light housekeeping and laundry assistance
- Transportation to appointments and errands
- Meal preparation and feeding assistance.

The specific Services provided will be agreed upon between Class Home Care, LLC and the Client or the Client's legal representative during the intake process.

4. Client Responsibilities

Clients or their legal representatives are responsible for:

- Providing accurate information about the Client's needs, and preferences.
- Informing Class Home Care, LLC of any changes in the Client's condition or health status.
- Cooperating with Class Home Care LLC and its staff to ensure that the services are provided effectively.
- Ensuring a safe environment for caregivers to perform their duties.

5. Payment and Billing

- **Fees:** Fees for the Services will be outlined in the Service Agreement, which will be signed by both parties. Charges may vary based on the type and frequency of services provided.
- **Billing:** Clients will receive invoices based on the Services rendered. Payments are due within the time frame specified in the Service Agreement.
- **Insurance:** Clients are encouraged to check with their insurance provider to determine if supportive care services are covered under their plan. Class Home Care, LLC does not directly bill insurance providers, but we may assist in the process if requested.

Failure to pay for Services in a timely manner may result in a suspension of services until the outstanding balance is paid.

6. Privacy and Confidentiality

Class Home Care, LLC is committed to protecting the privacy and confidentiality of our Clients' personal information. We comply with all applicable privacy laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Client information will not be disclosed to third parties without the Client's written consent, except as necessary to perform our services or as required by law.

7. Service Termination

Either party may terminate the service agreement at any time, with or without cause, by providing written notice to the other party. If termination is initiated by the Client, the Client will be responsible for payment for any services rendered up to the date of termination.

Class Home Care, LLC reserves the right to terminate services immediately if:

- The Client or their representatives engage in abusive or disruptive behavior toward our staff.
- The Client's needs exceed the scope of services provided or the safety of our staff is at risk.
- The Client fails to pay for services as outlined in the Service Agreement.

8. Limitation of Liability

Class Home Care, LLC will take reasonable steps to provide services safely and effectively. However, we are not responsible for any injuries, losses, or damages that may occur as a result of

the Client's failure to follow care instructions or failure to inform us of any changes in their health status.

Class Home Care, LLC shall not be held liable for:

- Any damages caused by third parties, including healthcare providers or insurance companies.
- Loss or damage to property not caused by our caregivers.
- Any medical complications or injuries unrelated to our Services.

9. Indemnification

You agree to indemnify, defend, and hold harmless Class Home Care, LLC, its employees, agents, and affiliates from any and all claims, liabilities, losses, damages, and expenses arising from your use of our Services or from any breach of this Agreement.

10. Dispute Resolution

Any dispute, claim, or controversy arising out of or in connection with this Agreement, including its interpretation, performance, or breach, shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association (AAA).

The arbitration will take place in Wisconsin, and the award rendered by the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction.

11. Changes to Terms of Service

Class Home Care, LLC reserves the right to modify or amend these Terms of Service at any time. Any such changes will be communicated to you via email or other appropriate means. Continued use of our Services after any changes will constitute your acceptance of the updated Terms of Service.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to its conflict of law principles.

13. Miscellaneous

- **Severability:** If any provision of these Terms of Service is deemed invalid or unenforceable, the remainder of the Agreement will remain in full force and effect.
 - **Entire Agreement:** This Agreement constitutes the entire agreement between you and Class Home Care, LLC regarding the Services and supersedes all prior agreements or understandings.
 - **Assignment:** You may not assign or transfer this Agreement or any of your rights or obligations without the prior written consent of Class Home Care, LLC.
-

Contact Information

If you have any questions or concerns regarding these Terms of Service, please contact us at:

Class Home Care, LLC
1320 Mendota St., Suite 111
Madison, WI 53714

Email: contactus@classhomecare.net
Phone: 608.361.8917

By accessing or using our Services, you acknowledge that you have read, understood, and agreed to these Terms of Service.