



**SERVICES AGREEMENT**

This agreement is made between **ElderCare Resources, Inc.** ("ElderCare Resources") of 399 E. 10<sup>th</sup> Avenue, Eugene, Oregon and \_\_\_\_\_ ("Contractor", who agrees to be financially responsible for services) with respect to Client, \_\_\_\_\_, the recipient of services. ElderCare Resources will provide to Client the services set forth below under "Services Election."

Contractor will pay ElderCare Resources for the Services as set forth in the attached fee schedule. Contractor will reimburse ElderCare Resources for reasonable expenses, if any, incurred by ElderCare Resources in connection with the performance of the Services.

Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.

Each month, ElderCare Resources will send Contractor a detailed statement showing the services provided and a ledger showing all deposits and distributions from the Advance Deposit. A late payment charge is added to all delinquent accounts as follows: This charge is computed by using a periodic rate of one and one-half percent (1-1/2%) per month, for an annual percentage rate of eighteen percent (18%). There is a minimum charge of fifty cents (\$.50) for balances subject to this charge.

All information supplied to ElderCare Resources and all work performed on behalf of the Contractor or Client will be held to be confidential and private, and will not be disclosed to any party except as may be reasonably necessary to perform the management and assessment services provided herein, or as otherwise required by applicable law.

ElderCare Resources' aggregate monetary liability to Contractor or the Client for any reason and for any and all causes of action will not exceed the amount that Contractor has paid to ElderCare Resources for the Services during the 2-month period before the cause of action accrued. Contractor or Client may not commence any action against ElderCare Resources unless the action is commenced within one year after the cause of action accrues.

Either party may terminate this Agreement upon 30 days notice. In addition, it may be terminated immediately for cause. The termination of this Agreement, regardless of how it occurs, will not relieve a party of obligations that have accrued before the termination. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver.

If a dispute arises out of or relates to this Agreement or the breach thereof and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation administered by the Arbitration Service of Portland rules under its commercial mediation rules before resorting to arbitration, litigation or some other dispute resolution procedure. If any arbitration or litigation is instituted to interpret, enforce, or rescind this Agreement, the prevailing party on a claim will be entitled to recover, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses.

**Services Election**

The Contractor elects the following services on behalf of the Client (initial all that apply):

*Initials:*

- \_\_\_\_\_ 1. Assessment and Report, including home visit with client and family, followed by a written report regarding needs, resources, goals, and initial recommendations.
- \_\_\_\_\_ 2. Money Management Services, including:

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\_\_\_\_\_

