

Home Healthcare Contract

This Home Healthcare Contract is entered between _____ (Client),
_____, Nebraska _____ and
SWAP INC HOME HEALTHCARE (the Service Provider),
505 CORNHUSKER RD STE 106 BELLEVUE, Nebraska 68005. The Client and the
Service Provider shall be collectively known herein as the Parties.

WHEREAS, the purpose of this Contract is to set out the terms of services to be provided to
_____ by Service Provider generally known as "Home Healthcare Services,"

IN Consideration of the mutual promises and other valuable consideration exchanged, the Parties
hereby agree and contract as follows:

1. AUTHORIZATION. The Client hereby grants the authority to the Service Provider to provide
Home Healthcare Services to _____ at _____'s home located at
_____, Nebraska _____

2. TERM. This grant of authorization to provide Home Healthcare Services shall begin on
_____, and shall remain effective for a period of ___ years. This Contract may
be terminated prior to this term by either party on giving a written notice of ___ days.

3. LICENSING. The Service Provider warrants that, Service Provider is licensed in the state of
Nebraska to provide the services mentioned in this Contract. Further, any employee or
representative of the Service Provider performing services under this Contract is licensed in the
state of Nebraska as a Certified Nursing Assistance and is current on all training and certifications.

4. DESCRIPTION OF SERVICES. The Service Provider shall provide a
CNA/CMA/Companion to attend the client home.

The Certified Caregiver provided by the Service Provider shall have the power to:

- Administer medications as follows:

Companion,
Home Healthcare
CNA/CMA Skills

Service Provider or its representative will assist _____ to live at home and to have
as much control over the home environment and life as possible.

Apart from performing above tasks the Service Provider shall do similar related tasks to be
mutually agreed upon by the parties.

5. CONTACT PERSONS. The Client's contact information is as follows:

Name: _____

Address: _____

Phone Number: _____

Relationship to Client _____

In an emergency situation, the Service Provider should immediately contact the following person:

Name: _____

Address: _____

Phone Number: _____

6. PAYMENT . The Client shall pay a weekly contract price to the Service Provider at an amount of \$_____.

The monthly fee constitutes payment for all services performed up to and including ___ hours per week.

If any additional service is done outside the working hours or on holidays, the Client shall pay \$_____ per hour to the Service Provider as additional payment. The amount of compensation to be paid to the Service Provider for the Services in this Contract shall be covered in whole or in part by with any remaining balance owed by the Client.

7. DETAILS OF INSURANCE COVERAGE

The details of the plan which covers the home healthcare in whole or in part are as described below:

8. CONFIDENTIALITY. Service Provider understands that any and all private information obtained about the Client, Client's family and it's family or relatives during the course of employment, including but not limited to medical, financial, legal, career and assets are strictly confidential and may not be disclosed to any third party for any reason. The obligations of the Service Provider under this clause survive termination of this Contract.

9. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. An occurrence of Force Majeure shall mean an occurrence beyond the control and without the fault or negligence of the party affected and which by exercise or reasonable diligence the said party is unable to prevent or provide against. Without limiting the generality of the foregoing, force majeure occurrences shall include: acts of foreign combatants, terrorist acts, military or other usurped political power or confiscation, nationalization, government sanction or embargo, labor disputes of third parties to this contract, or the prolonged failure of electricity or other vital utility service. Any party asserting Force Majeure as an excuse to performance shall have the burden of proving proximate cause, that

reasonable steps were taken to minimize the delay and damages caused by events when known, and that the other party was timely notified of the likelihood or actual occurrence which is claimed as grounds for a defense under this clause.

10. SEVERABILITY. In the event any provision of this Contract is deemed to be void, invalid or unenforceable, that provision shall be severed from the remainder of this Contract, so as not to cause the invalidity or unenforceability of the remainder of this Contract. All remaining provisions of this Contract shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

11. AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

12. 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.

13. ATTORNEY'S FEES. In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorneys' fees and costs incurred by the other party in the enforcement of this Contract or suit for recovery of damages. The prevailing party in any suit instituted arising out of this Contract will be entitled to receive reasonable attorneys' fees and costs incurred in such suit.

15. APPLICABLE LAW. This Contract shall be governed by the laws of the State of Nebraska.

16. SIGNATURES. This Contract shall be signed by client and by service provider below:

Client Signature: _____ Dated: _____

Service Provider: _____ Dated _____