Harp Cares

Compassionate care you can trust

(204) 915-8574 | bookings@harpcares.ca | www.harpcares.ca

Services available in English and Punjabi

CLIENT SERVICE AGREEMENT

This agreement is entered into between:

Agreement Start Date: _____ **Agreement Number (office use:)** _____

SERVICE PROVIDER
Harp Cares

Full Name: _____

Phone: _____

Email: _____

Address: _____

CLIENT (Primary Contact)

Full Name: _____

Phone: _____

Email: _____

Address: _____

Authorized Representative / Family Member (if client requires a substitute decision-maker):

Full Name: _____ **Relationship to Client:** _____

Phone (primary): _____ **Phone (alternate):** _____

Email: _____ **Authority (e.g. Power of Attorney, family member):** _____

Note: A completed Client Health & Intake Form (Schedule A) is required before services commence. By signing this agreement, the Client confirms that Schedule A has been completed accurately and that Harp Cares will rely on this information in delivering services.

1. SERVICES PROVIDED

Harp Cares provides **non-medical companion and support services** to assist clients with daily living and overall well-being. Services are tailored to each client's needs and may include:

- Companionship, wellness check-ins, and emotional support
- Appointment escort and accompaniment (medical, dental, personal)
- Post-hospital or post-procedure support and observation
- Assistance with errands (groceries, pharmacy pickup, etc.)
- Light household tasks and organization
- Transportation/accompaniment to appointments (mileage billed separately)
- Medication reminders — reminders only, no administration
- Observation and reporting of general well-being to a designated family contact

Services not listed above may be agreed upon in writing prior to commencement. Harp Cares reserves the right to decline any task outside the scope of non-medical companion care.

2. NON-MEDICAL DISCLAIMER

Harp Cares **does NOT provide medical or nursing services** of any kind.

The Service Provider:

- Is not acting as a licensed nurse, doctor, or any regulated health professional
- Will not administer medication, injections, or perform any medical procedures
- Will not provide medical advice, diagnosis, or treatment
- Will not physically lift, transfer, or reposition the client

Clients and/or their authorized representatives remain **fully responsible** for all medical care and health-related decisions. Clients requiring ongoing medical supervision are advised to engage a regulated home care or nursing service.

3. SCOPE OF SERVICES & BOUNDARIES

To protect both the client and the provider, the following boundaries apply to all visits:

- Harp Cares will not enter situations or environments deemed unsafe
- Physical assistance is limited to light tasks only — no personal care, bathing, toileting, or transfers
- The provider will not administer or handle any controlled substances
- The provider will not make financial decisions, access bank accounts, or handle significant sums of cash on behalf of the client
- Any changes to the agreed scope of services must be confirmed in writing prior to implementation

4. CONDITION CHANGES & SCOPE REVIEW

The Client's care needs may change over time. Both parties agree to the following:

- The Client and/or their authorized representative will promptly notify Harp Cares of any significant change in the client's health, mobility, cognitive status, or living situation
- If a client's needs escalate beyond the non-medical scope of companion care (e.g. requiring physical transfers, personal hygiene assistance, or medical monitoring), Harp Cares reserves the right to request a formal service review
- Following a review, services may be adjusted, continued with a revised scope, or terminated with appropriate notice if the needs exceed what Harp Cares is able to safely provide
- Any revised scope of service will be confirmed in a written amendment to this agreement signed by both parties

Important: Harp Cares is a sole provider. If a client's needs require a higher level of care, it is the responsibility of the family to arrange regulated home care or nursing services. Harp Cares can continue to provide companion support alongside other care providers where appropriate.

5. CLIENT RESPONSIBILITIES

The Client and/or their authorized representative agree to:

- Provide accurate and up-to-date health information via the Client Health & Intake Form (Schedule A) and update it when circumstances change
- Provide current emergency contact information and keep it updated
- Maintain a reasonably safe home environment for the provider's visits
- Arrange appropriate medical care through qualified professionals when needed
- Clearly communicate changes in condition, preferences, or care needs with reasonable notice
- Inform Harp Cares of any infectious illness or health risk prior to a scheduled visit
- Ensure that any pets are secured during visits if they may pose a risk to the provider

6. SOLE PROVIDER ACKNOWLEDGMENT

The Client and/or their authorized representative acknowledge and agree that:

- Harp Cares is operated by a single independent provider and **does not employ substitute or backup caregivers**
- In the event that Harp Cares is unable to attend a scheduled visit due to illness, emergency, or other unforeseen circumstances, the Client will be notified as soon as reasonably possible
- Harp Cares will make reasonable efforts to provide advance notice of any unavailability, but cannot guarantee coverage by another provider
- The Client accepts responsibility for having an independent contingency plan in place to ensure the client's safety and well-being if a visit is cancelled
- Harp Cares will not be held liable for any harm arising from a cancelled visit where reasonable notice was given or where circumstances were outside the provider's control

7. EMERGENCY SITUATIONS

In the event of a medical emergency or safety concern during a visit, Harp Cares will:

- Immediately contact emergency services (911)
- Notify the client's designated emergency contact
- Remain with the client until emergency services or a family member arrives, where safe to do so
- Document the incident and provide a written summary to the family within 24 hours

Harp Cares is not responsible for medical outcomes. The provider is not a trained emergency medical responder and will act in good faith within their non-medical scope.

8. DUTY TO REPORT — ABUSE & NEGLECT

Harp Cares takes the safety and dignity of all clients seriously. While working with vulnerable adults, the Service Provider may become aware of situations of concern.

In accordance with Manitoba legislation and general duty of care principles, Harp Cares reserves the right and may have an obligation to report to appropriate authorities if there are reasonable grounds to suspect:

- Physical, emotional, financial, or sexual abuse of the client
- Neglect or self-neglect that poses a serious risk to the client's health or safety
- Unsafe living conditions that constitute an immediate danger

Where possible and safe to do so, Harp Cares will inform the Client and/or their authorized representative before making any report. The Client acknowledges and consents to this reporting obligation as a condition of service.

9. COMMUNICABLE DISEASE & ILLNESS PROTOCOL

If the Client or household member is unwell:

- The Client or their representative must notify Harp Cares as soon as possible if the client has a communicable illness (e.g. influenza, COVID-19, gastroenteritis, or any active infection)
- Harp Cares reserves the right to postpone or decline a visit in these circumstances without penalty to either party

If the Service Provider is unwell:

- Harp Cares will notify the Client as early as possible if a visit must be cancelled due to illness
- As a sole provider, Harp Cares cannot guarantee substitute coverage — the Client is responsible for their own contingency arrangements (see Section 6)
- No fee will be charged to the Client for visits cancelled due to the provider's illness

10. CONFIDENTIALITY & PRIVACY

Harp Cares acknowledges that all personal information shared by the client and their family is strictly confidential. The Service Provider agrees to:

- Keep all personal, health, and household information strictly confidential
- Not disclose any client information to third parties without written consent, except where required by law or in a life-safety emergency
- Handle any client documentation or records with care and discretion

Social Media & Recording:

- Harp Cares will not photograph, record, or post any images or content involving the client or their home on social media or any public platform without explicit written consent
- The Client and/or their family members are asked to refrain from photographing, recording, or publicly sharing images or information about Harp Cares or its service provider without prior consent

This confidentiality obligation survives the termination of this agreement.

11. FEES & PAYMENT

Agreed Service Rate: $_____ / hour **Billing Frequency:**

Payment terms:

- Payment is due upon receipt of invoice unless a billing schedule has been agreed in writing
- Accepted methods: E-transfer (preferred), Cash, Cheque (by prior arrangement)
- Transportation charged at $0.60/km when provider vehicle is used; parking extra where applicable
- Same-day bookings subject to a +$15/hour surcharge
- After-hours and weekend visits (after 6 pm or on weekends) subject to a +$10/hour surcharge; statutory holidays +$20/hour
- Late payments may result in suspension of services after written notice
- A deposit equal to one (1) hour of service may be requested for first-time bookings

Rates are reviewed annually. Any rate change will be communicated in writing with a minimum of 30 days' notice. Existing clients will not be subject to a rate increase within the first 12 months of this agreement.

12. CANCELLATION POLICY

- A minimum of **24 hours' notice** is required for all cancellations or schedule changes
- Cancellations with less than 24 hours' notice will be charged **one (1) hour** of the applicable service rate
- No-shows (client not present at agreed time without prior notice) will be charged **two (2) hours** of the applicable service rate
- In the event of a client hospitalization, the cancellation fee is waived with same-day notice
- Harp Cares reserves the right to cancel a visit if the home environment poses a safety risk, with no fee charged to the client

13. LIMITATION OF LIABILITY

Harp Cares will provide all services with **reasonable care and professionalism**. However, Harp Cares is **not liable** for:

- Pre-existing medical conditions, health deterioration, or related outcomes
- Injuries, accidents, or incidents that occur outside the direct control of the provider
- Outcomes related to medical conditions or decisions made by the client, their family, or their medical team
- Loss or damage to personal property unless caused directly by provider negligence
- Actions or decisions made by the client that were not requested or directed by the provider
- Harm arising from a cancelled visit where reasonable notice was provided

The Client acknowledges that the total liability of Harp Cares for any claim shall not exceed the total fees paid for the specific visit(s) in question.

Property Damage Process:

In the event that property damage occurs during a visit, the following process applies:

- The Service Provider will report any damage to the Client or their representative verbally at the time of the visit and in writing within 24 hours
- Both parties will assess the damage and agree on a resolution in good faith before pursuing any formal claim
- Harp Cares will not be held liable for pre-existing damage or for items that were already in a fragile or deteriorated condition

14. ASSUMPTION OF RISK & CLIENT CONSENT

By signing this agreement, the Client and/or their authorized representative acknowledge that:

- They have read and understood the scope and limitations of Harp Cares' services
- They understand that Harp Cares does not provide regulated health or personal care services
- They voluntarily engage Harp Cares' services and assume responsibility for ensuring appropriate medical care is in place
- They consent to Harp Cares contacting the designated emergency contact and/or emergency services if required
- They acknowledge that Harp Cares is a sole provider with no backup coverage and have a contingency plan in place
- They acknowledge that information provided in Schedule A (Client Health & Intake Form) is accurate to the best of their knowledge

15. INDEPENDENT SERVICE PROVIDER

Harp Cares operates as an **independent service provider** and is not a registered home care agency, nursing service, or regulated health authority. This agreement does not create an employment relationship between the parties.

16. COMPLAINTS & DISPUTE RESOLUTION

Harp Cares is committed to resolving concerns promptly and professionally. The following process applies:

- **Step 1 — Direct Communication:** Either party may raise a concern directly with the other party verbally or in writing. Both parties agree to respond within 5 business days
- **Step 2 — Written Complaint:** If unresolved, the complainant may submit a written complaint to bookings@harpcares.ca. Harp Cares will respond in writing within 10 business days
- **Step 3 — Mediation:** If the matter remains unresolved, both parties agree to seek independent mediation before pursuing any legal action

This agreement shall be governed by the laws of the Province of Manitoba, Canada.

17. TERMINATION OF SERVICES

Either party may terminate this agreement by providing written notice:

- The Client may terminate at any time with **48 hours' written notice**
- Harp Cares may terminate services if the client's needs exceed the non-medical scope of care, if the environment poses a safety concern, or for non-payment
- Outstanding fees remain due upon termination regardless of which party initiates
- Termination of this agreement does not affect confidentiality obligations, which continue indefinitely

18. AGREEMENT DURATION & AMENDMENTS

- This agreement is effective from the start date noted on page 1 and remains in force until terminated by either party in accordance with Section 17
- This agreement **auto-renews annually** unless either party provides written notice of termination at least 30 days before the renewal date
- Any changes to the terms of this agreement must be made in writing and signed by both parties via a formal amendment — verbal changes are not binding
- Rate changes are governed by Section 11 and do not require a full agreement amendment — written notice to the Client is sufficient

19. PHOTO / MEDIA CONSENT

Does the client consent to photos or videos being taken during visits?

- ☐ Yes — I consent to use for both internal documentation and promotional purposes
- ☐ Yes — for internal documentation only (not to be shared publicly)
- ☐ No — I do not consent to any photography or recording

20. EMERGENCY CONTACT INFORMATION

Primary Emergency Contact:

Name: _____ **Relationship:** _____

Phone (primary): _____ **Phone (alternate):** _____

Client's Family Physician (if applicable):

Doctor's Name: _____ **Phone:** _____

Clinic / Hospital: _____ **Address:** _____

21. AGREEMENT & SIGNATURES

By signing below, both parties confirm they have read, understood, and agree to all terms outlined in this Client Service Agreement, including the attached Schedule A (Client Health & Intake Form).

CLIENT SIGNATURE		SERVICE PROVIDER SIGNATURE
Signature		**Signature**
Printed Name:		**Printed Name:**
Date:		**Date:**