



**Aging with Grace™, LLC
Skilled Care Preferred Provider Agreement**

This agreement is entered into this ___ day of _____, 20__ by and between Aging with Grace™, LLC, 128 Loller Road, Suite 201, Hatboro, PA 19040, a Pennsylvania Limited Liability Company (“AWG”) and _____, (the “Preferred Provider”), with its principal office at _____, _____, _____. (Corporations use attached multiple location rosters for facilities or services included in this agreement.)

Aging with Grace™, LLC (“AWG”) has developed services to assist the elderly and their caregivers to obtain needed assistance through a comprehensive eldercare resource network of preferred providers offering services to the elderly. AWG Network preferred providers have agreed to grant discounts for services provided to the members of the AWG Network.

The Preferred Provider is in the business of

and desires to offer its services to some or all of the members of the AWG Network.

It is agreed as follows:

Terms and Conditions

Referral Service: AWG shall establish an internet and a telephone information service to direct AWG Members to services needed by eldercare members and their caregivers. All referrals shall be made on the basis of information provided to AWG by its Member or the Member’s caregiver. AWG shall not confirm, and shall not be responsible for the accuracy of the information provided to it by the AWG Member.

Preferred Provider: The Preferred Provider shall identify the location and contact information of each of its facilities to which AWG Network Members can be referred and shall update that information as needed to assure that that AWG Network’s database is current and accurate. The Preferred Provider shall be solely responsible for any and all information provided about its products and services through the AWG Network and shall take all reasonable action to assure that such information is both current and accurate.

The Preferred Provider shall review the information concerning all AWG Network members referred by AWG, shall verify and confirm the accuracy of this information and shall, as necessary, confirm the membership information with AWG. The Preferred Provider, and not AWG, shall be solely responsible for assuring that the services offered by the Preferred Provider are either necessary or appropriate, or legally available, to the AWG Member.

AWG Member Discount Exemption: Skilled Care Locations are exempt from participating in the member discount requirement of the AWG Preferred Provider Network. The AWG Member Discount is not applicable for any individual for whom payment will be received by the Preferred Provider from any Federal or State Program, including Medicare, Medicaid or a Medicaid-Waiver Program.

Notification: The Preferred Provider will inform AWG in writing of any change in ownership, license, survey results, status or corporate structure within 30 business days of the occurrence of such event or events in writing via a guaranteed, signature-required delivery service.

Mutual Indemnity: The Preferred Provider and AWG shall indemnify, defend, and hold each other harmless in connection with any legal action commenced by any AWG Network Member, his legally appointed conservator or guardian, or his heir, successor or assign, resulting from, arising out of, or with regard to the alleged actions and conduct of the Preferred Provider, its agents, employees, or servants. The Preferred Provider shall furthermore indemnify and hold AWG harmless regarding any adverse consequences borne by the Preferred Provider due to the Preferred Provider's association with said AWG Network Member. AWG shall indemnify the Preferred Provider in the same manner. The Preferred Provider understands that AWG's sole responsibility is to provide information to its AWG Members based upon the information provided to AWG by the Preferred Provider.

Termination: This agreement shall remain in full force and effect until either party notifies the other in writing at the address listed in this agreement. Termination of this agreement does not release the Preferred Provider's obligation to ensure discounts are provided to each AWG Network Member in accordance with this Agreement.

Disclosure: Both parties agree to keep in confidence all information contained in this contract. The Preferred Provider further agrees not to disclose any information contained in this contract to any person without written consent of AWG.

Privacy: The Health Insurance Portability and Accountability Act of 1996 (HIPAA) establishes specific standards to safeguard the medical information identified under the rules as Protected Health Information (PHI). AWG shall not disclose to the Preferred Provider, and the Preferred Provider agrees that it will not disclose to AWG, any PHI of any AWG Member to which it may gain access without the written Authorization, in a form acceptable to the AWG, directing that the PHI may be disclosed.

Compliance with Laws: Preferred Provider assumes all knowledge of applicable law and is responsible for compliance with any such laws; and will not in any way violate applicable state, federal, or international laws, regulations or other government requirements with respect to AWG's and "AWG Network Member" rights there under. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

Other Terms: If any provision of this Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. This Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a Preferred Provider.

The undersigned do hereby each hereby affirm that each is fully authorized to enter into this agreement on behalf of his or her respective organizations and that his or her action in signing this Agreement is, and is intended to be, binding upon his or her respective organizations, all effective as of the day and year first above written.

Preferred Provider Representative's Signature

Aging with Grace Representative's Signature

Title

Title

Print Name: _____

Print Name: _____

Date: _____

FAX COMPLETED DOCUMENTS TO 732-691-4499