



IMPERIAL CAREGIVER, 1200 Morris Turnpike Ste 3005, Short Hills, NJ 07078

NON-COMPETE AGREEMENT

This Non-Compete Agreement (the "Agreement") is made this (Today's Date) X
Between X (EMPLOYEE NAME) and Imperial Caregivers LLC.
(DBA. *Imperial Caregivers.*), who hereby agree as follows:

1. The **EMPLOYEE** shall devote his/her full working time to the business of *Imperial Caregivers.* being excused only during standard vacation times and periods of temporary absence.
2. During employment with *Imperial Caregivers.* the **EMPLOYEE** may not, directly or indirectly, invest or engage in any business that is competitive with that of *Imperial Caregivers LLC.* nor will the **EMPLOYEE** accept employment or render services to a competitor as a director, officer, agent, employee, or consultant. Any exceptions to this Agreement must be with prior written consent.
3. The **EMPLOYEE** will serve *Imperial Caregivers.* in an exclusive capacity. Accordingly, as a condition of employment, the **EMPLOYEE** must agree that, in the event that his/her employment terminates for any reason, for a two year period, the employee will not, directly or indirectly, either for himself/herself or through any kind of ownership as a director, agent, employee, or consultant, for any other person, firm, or corporation, call on, solicit, take away, or cause the loss of clients of *Imperial Caregivers.* on whom the **EMPLOYEE** called or with whom he/she became acquainted during his/her employment immediately preceding the termination of employment. It is expressly agreed and understood that the remedy at law for breach of covenant is inadequate and that injunctive relief shall be available to prevent the breach thereof.
4. The **EMPLOYEE** shall not have any contact or any form of communication, neither directly nor indirectly, with any or all client(s) of Imperial Caregivers LLC DBA. Imperial Caregivers after their position or duties with the client(s) has been terminated.
5. All information related to the business of *Imperial Caregivers.* including but not limited to the identity of customers, and technical data relating to its services and production of its services shall be treated as confidential by the **EMPLOYEE** during and after termination or resignation of the **EMPLOYEE**. Except with prior written approval of *Imperial Caregivers.* the employee shall not disclose any such information at any time to any person except authorized personnel of *Imperial Caregivers.* in the event a breach or threatened breach by the **EMPLOYEE** of these provisions, *Imperial Caregivers.* shall, in addition to other remedies, be entitled to any injunction in restraining the **EMPLOYEE** from disclosing, in whole or in part, any such information or advertising concepts, or from rendering any services to any person, firm, or corporation to whom such information may be disclosed or is threatened to be disclosed.
6. All data, forms, manuals, and other records and written material prepared or compiled by **EMPLOYEE** or furnished to the **EMPLOYEE** while in the employ of *Imperial Caregivers.* shall be the sole and exclusive property of *Imperial Caregivers.*
7. This Agreement does not create any right to employment with *Imperial Caregivers.* and is in addition to other agreements that may have been signed by the **EMPLOYEE** and *Imperial Caregivers.* Except as specified herein, this Agreement does not limit any rights of **EMPLOYEE** or *Imperial Caregivers.* created by any other contracts or laws. I, (Employee Name) X, hereby accepts that **Imperial Caregivers LLC DBA. Imperial Caregivers reserves that right to sue any Employee at the US Courts for damages, loss of income and other charges permitted by law as well as all attorney fees or costs incurred due to any violation of our non-compete agreement and/or policies and procedure will be paid by Employee.**

Employee Signature: X Date: X

Imperial Caregivers. representative: XX

Title of Imperial Caregivers. representative: XX Date: _____



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WORK-MADE-FOR-HIRE AND PROPRIETARY INFORMATION AGREEMENT

This Work-Made-For Hire and Proprietary Information Agreement (the "Agreement") is made this (Today's Date) X between X (EMPLOYEE'S NAME) and *Imperial Caregivers*. who hereby agree as follows:

- All work performed in the course of employment with *Imperial Caregivers*. is exclusively for the benefit of *Imperial Caregivers*. and the product of such work shall be "work-made-for-hire." *Imperial Caregivers*. shall own all rights to such works and may make any use or nonuse of such works further payment or obligation to the **EMPLOYEE**.
- The compensation agreed upon between **EMPLOYEE** and *Imperial Caregivers*. is sole payment for all services provided by the **EMPLOYEE**. The **EMPLOYEE** is not entitled to the payment of royalties or other forms of compensation for the works developed in the course of employment.
- The **EMPLOYEE** acknowledges that he/she has been furnished or may be furnished or may otherwise have received or have had access to or will receive or have access to software, research, development inventions, computer processes, techniques, designs, programs and codes, or other technical information and data; the names, addresses, buying habits or practices of any of *Imperial Caregivers*'s business; compensation paid to other employee and independent contractors and other terms of their employment or contractual relationships; or any other confidential information of, about, or concerning the business of *Imperial Caregivers*. it's manner of operations, or other data of any kind, nature or description (the "Proprietary Information"). The **EMPLOYEE** agrees to preserve and protect the confidentiality of the Proprietary Information and all physical forms thereof, whether disclosed to the **EMPLOYEE** before this Agreement is signed or afterward. In addition, the **EMPLOYEE** shall not disclose or disseminate the Proprietary Information to any third party and shall not use the Proprietary Information for his/her own benefit or for the benefit of any third party without prior written approval of *Imperial Caregivers*'s Chief Executive Officer. The foregoing obligations shall not apply to any information which is publicly known. Within three days after *Imperial Caregivers*'s request, the **EMPLOYEE** shall return to *Imperial Caregivers*. all copies of Proprietary Information in tangible form.
- The **EMPLOYEE** hereby acknowledges and agrees that he/she will likely be exposed to significant amount of confidential information concerning Imperial Caregivers' business methods, operations and customers while employed under this Agreement, that such information might be retained by the **EMPLOYEE** in tangible form or simply retained in the **EMPLOYEE**'s memory, and that the protection of Imperial Caregivers' exclusive rights to such confidential information and trade secrets can best be ensured by means of a restriction on the **EMPLOYEE**'s activities after employment termination (whether voluntary or involuntary and with or without cause), he/she shall not solicit, divert or initiate any contact with (or attempt to solicit, divert or initiate any contact with) any customers, client, independent contractor or employee of *Imperial Caregivers*. for any commercial or business reason whatsoever.
- This agreement does not create any rights to employment with *Imperial Caregivers*. and is in addition to other agreements that may have been signed by the **EMPLOYEE** and *Imperial Caregivers*. Except specified herein, this agreement does not limit any rights of **EMPLOYEE** or *Imperial Caregivers*. created by any other contracts or laws.

Employee Signature: X Date: X

Imperial Caregivers representative: XX

Title of Imperial Caregivers representative: XX



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CLIENT'S RIGHTS AND RESPONSIBILITIES

A. PATIENT RIGHTS

As a client of the agency you have the right to the following:

- Be given a written notice about your rights and responsibilities for receiving home health services in advance of care provided to you or during the initial assessment visit before the initiation of treatment.
- Permit your family or guardian to exercise your rights when your Physician has determined that you are incapable.
- Be assured of your civil and religious liberties, be given appropriate and professional quality home health care services without discrimination against your race, creed, color, religion, sex, national origin, sexual preference, physical, mental, emotional impairment or age.
- Be given an initial assessment; participate in the planning, implementation and updating of your care plan to meet your unique healthcare needs.
- Voice grievances regarding treatment or care that is or that fails to be provided, without being subjected to discrimination or reprisal for doing so.
- Patients are encouraged to voice concerns by calling a Client Service Representative at (Your Agency Name and Phone number). All complaints are kept strictly confidential. Complaints are reviewed and responded to within 5 days by the agency.
- Be advised in writing of the availability and telephone number for the purpose of receiving complaints or questions regarding local healthcare agencies. Call: The Division of Consumer Affairs, 973-504-6200 or 800-242-5846, Division of Disability Services for PCS Services 609-631-4365 or 888-285-3036 and The Commission on Accreditation for Home care at 201-880-9135
- Receive timely response from the agency regarding your request for home health care services, and to receive the highest quality of care to maximize the quality of life; be treated with courtesy and respect by all who provide home health care services to you.
- Be free from physical and mental abuse; be given proper identification by name and title of everyone who provides home health care services to you.
- Be given the necessary information in advance about your care, so that you will be able to give informed consent for your treatment.
- Be given complete and current information concerning your diagnosis, treatment, alternatives, risks, and prognosis as required by your physician's legal duty to disclose, in terms and language you can reasonably understand.
- Be given written information concerning your rights to accept or refuse medical care and to formulate advanced directives.
- Be assured that your clinical records are maintained in a confidential manner. Release of information is only at the written request by client or authorized individual; receive considerate and respectful care in regard to self and property.
- Be given information regarding your anticipated transfer of your home health care services to another facility and/or termination of services to you.
- Be advised, before care is initiated, of charges and policies concerning payment including, to the extent possible, insurance coverage and other sources for payment.



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B. PATIENT RESPONSIBILITIES

- Remain under a licensed physician's care, when applicable, while receiving services.
- Give accurate and complete information about past illnesses, hospitalizations, allergies, insurance coverage and other issues pertaining to your receipt of services. You must also report any changes about the above to the agency staff. Contact the agency if you are hospitalized, cannot keep an appointment or have changes in address or phone number.
- Provide a copy of an advance directive, such as a living will or power of attorney if available.
- Provide requested insurance and financial information, and sign required consents and releases. Changes in insurance coverage should be brought to the attention of the agency to facilitate proper billing procedures.
- Assume financial responsibility for all services rendered either through third party payers or personal responsibility for services not covered by insurance. Accept the responsibility for any refusal of treatment.
- Abide by the agency policy, which restrict duties our staff may perform. Staff may not work for the agency clients privately on their time off.
- Participate in the development of and update of your home care plan with your family member or caregiver.
- Adhere to your developed/updated home care plan. Request further information concerning anything you do not understand.
- Cooperate with your physician and our staff by following instructions and by asking questions about directions and/or procedures you do not understand
- Provide a safe home environment in which your care can be given. It is expected that you will not take drugs which have not been prescribed by your attending physician, and that you will not complicate or endanger the healing process by consuming toxic substances during your home care admission.
- Treat the agency staff with respect and consideration. Voice complaints or concerns regarding staff or services to the supervisor and or the agency office.

I, Employee Name, X_____ hereby acknowledge that I have read and understand all information relating to Client's rights and responsibilities.

Employee Signature: X_____ Date: X_____