

<input type="checkbox"/> This is a <b>PARTIAL</b> Install <input type="checkbox"/> This is a <b>FOLLOW-UP</b> Install		Program Name	Program Phone Number	Installation Date
Program Code	Household Phone # ( )	Model Type	Unit #	Accessories
Salutation	Subscriber Last Name	First Name	Middle	Suffix
Preferred Name	Last Name Sounds Like	Language Need? <input type="checkbox"/> Spanish <input type="checkbox"/> Other	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Date Of Birth
<b>Household Information</b>			<b>Emergency Phone Numbers</b> (Do not list 911 or 800 #'s)	
Residential Street Address/Apt.#			CENTRAL DISPATCH ( )	
			POLICE ( )	
City	State	Zip Code	FIRE ( )	
Township/Municipality	County	AMBULANCE <input type="checkbox"/> Check if Private ALTERNATE AMBULANCE ( ) ( )		
<b>Household Hidden Key Location</b>		<b>Directions To Home</b> (Must Be Provided If PO Box Listed)		
		<b>Additional Services</b> <input type="checkbox"/> Healthcare Directives <input type="checkbox"/> Inactivity Alarm Service <b>Special Instructions</b> <input type="checkbox"/> State Funded <input type="checkbox"/> Lifeline Smoke Detector		
<b>Drug Allergies</b>	<b>Medical Conditions and/or Diseases</b>			<b>Household Warning</b>
<b>Responder One</b>		<b>Responder Two</b>		<b>Responder Three</b>
Name (First/Last)		Name (First/Last)		Name (First/Last)
Language Need? <input type="checkbox"/> Spanish <input type="checkbox"/> Other		Language Need? <input type="checkbox"/> Spanish <input type="checkbox"/> Other		Language Need? <input type="checkbox"/> Spanish <input type="checkbox"/> Other
Street Address		Street Address		Street Address
City, State, Zip Code		City, State, Zip Code		City, State, Zip Code
Family Relation <input type="checkbox"/> Have Key <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Notify <input type="checkbox"/> Reminder Contact		Family Relation <input type="checkbox"/> Have Key <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Notify <input type="checkbox"/> Reminder Contact		Family Relation <input type="checkbox"/> Have Key <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Notify <input type="checkbox"/> Reminder Contact
Phone <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell ( )		Phone <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell ( )		Phone <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell ( )
Phone <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell ( )		Phone <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell ( )		Phone <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell ( )
Phone <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell ( )		Phone <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell ( )		Phone <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell ( )

Program Code	Subscriber Last Name	First Name	Household Phone # ( )	Program Name
<b>Notify</b>		<b>Notify</b>		
Name (First/Last)	Family Relation <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Reminder Contact	Name (First/Last)	Family Relation <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Reminder Contact	
<b>Phone</b> <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell ( )	<b>Phone</b> <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell ( )	<b>Phone</b> <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell ( )	<b>Phone</b> <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell ( )	
<b>Primary Physician</b>		<b>Third Party Notify</b>		
Name (First/Last)		Name (First/Last)	Fax Number ( )	
Phone ( )		Name (First/Last)	Fax Number ( )	
<b>Preferred Hospital</b>		<b>Referral Source</b>		
Hospital Name		Name (First/Last)	Phone ( )	
City, State	Phone (REQUIRED) ( )	Organization/Agency Name	Position/Title	
<input type="checkbox"/> <b>Multiple Subscriber Household</b> <i>(You must complete a separate Care Plan Agreement for each Subscriber)</i>		Street Address	City, State, Zip Code	
Name of Additional Subscriber		Coupon Code	A	B
<b>Subscriber Notes</b>				
<b>Payer Information</b>				
First Name (If applicable organization name)		Last Name		Home Phone # ( )
Street Address				Work phone # ( )
City	State	Zip Code	Social Security Number	Medicaid Number
Monthly Fee(s)	One Time Fee(s)	Payment Frequency		Payment Method
Monitoring Service \$	Enrollment Fee \$	<input type="checkbox"/> Monthly		<input type="checkbox"/> Invoice
Inactivity Service \$	Shipping & Handling \$	<input type="checkbox"/> Quarterly		<input type="checkbox"/> Credit Card
		<input type="checkbox"/> Yearly		<input type="checkbox"/> Debit Card
Card Type <input type="checkbox"/> Visa <input type="checkbox"/> Master Card <input type="checkbox"/> American Express <input type="checkbox"/> Discover	Name (as it appears on Card)	Card Number	Expiration Date	
<b>For Program Use Only (Not to be Entered by Data Entry)</b>				
Signature Of Subscriber		Date	Signature Of Payer (If Different)	

## PHILIPS LIFELINE MONITORING SERVICES-CARE PLAN AGREEMENT

**1. PARTIES AND SERVICES:** The person named as Subscriber and the person named as Payer (which for purposes of these terms and conditions are collectively referred to as "Subscriber") hereby contract with Program, listed on the front of this Agreement for the Philips Lifeline Medical Alert Service (the "Service"). The obligations of Subscriber and Payer are joint and several, which means that both of you are equally responsible for the obligations of the Subscriber under this Agreement.

The Service includes Philips Lifeline Equipment and Monitoring. ("Equipment" means a Lifeline home communicator and Personal Help Button. It may also include a Smoke Detector or other authorized Lifeline accessories if such accessories have been installed in Subscriber's home. **YOU DO NOT HAVE A SMOKE DETECTOR UNLESS YOU HAVE GIVEN SPECIAL INSTRUCTIONS TO RECEIVE A LIFELINE SMOKE DETECTOR AND THAT SMOKE DETECTOR HAS BEEN INSTALLED**). Monitoring is provided through a Response Center. The Response Center may be operated by Program directly or by sub-contract with Philips Lifeline (The term "Program" includes Lifeline to the extent that it provides monitoring services for Program).

The Service includes receipt, analysis and response to alarm signals from Equipment. Upon receipt of a signal, Program will make reasonable effort to promptly contact Subscriber and if Program deems necessary in its reasonable judgment, notify Responders, in the order designated by Subscriber on the front of this Agreement, or Police, Fire or Ambulance (designated on the front of this Agreement). (Responders listed by Subscriber and Emergency numbers for Central Dispatch, Police, Fire or Ambulance identified by Subscriber are collectively referred to as "Responders").

Subscriber agrees that Program may rely absolutely on the statements of Subscriber, Responders, or any person who says that they are acting on behalf of a Responder or Subscriber, with respect to the location and condition of Subscriber.

Subscriber agrees that Program is not responsible for the promptness, sufficiency or adequacy of the action of any Responder or any third party acting for a Responder. Subscriber agrees that Program in no way represents or guarantees that Responders can be contacted, can or will respond, or that any response will be safe or effective. Subscriber agrees that the Responders have been designated by him or her and are not agents or other representatives of Program.

**2. TERM & TERMINATION:** This Agreement starts when Equipment is installed and it may be terminated by either party by sending the other party thirty (30) days prior written notice. Program may terminate this Agreement at any time for non-payment of fees or abuse of the service. Upon termination, Subscriber will return Equipment to Program. Upon termination, Subscriber may elect to 1) Mail Equipment to the Program at Subscriber's expense or 2) Pay the Program for either a) UPS pick-up or b) Removal by a Home Service Representative at the Program's current rates for such services at the time the Equipment is removed. If Subscriber fails to return Equipment within thirty (30) days following termination, then Subscriber agrees to pay Program in cash the fair market value of Equipment at the end of such thirty (30) day period.

**3. SUBSCRIBER DUTIES:** The Subscriber must:

- a. Provide and be responsible for suitable electrical and telephone service for installation and operation of Equipment.
- b. Select and give accurate information as to all Responders. Subscriber represents that personal Responders have agreed to act as Responders.
- c. Not alter or attempt repairs to Equipment.
- d. Not move Equipment without Program's prior written authorization.
- e. Allow access for Program representatives to inspect Equipment, for maintenance, or removing Equipment after termination.
- f. Not cause repeated or frequent inadvertent or any willful false alarms.
- g. Provide Responders with access to Subscriber's home.
- h. Promptly inform Program of any changes to the information provided in this Agreement. All changes are the sole responsibility of Subscriber and shall become effective at the time of delivery to Program.
- i. Test Equipment at least once a month with the Personal Help Button and otherwise follow recommended procedures established by Program.
- j. Pay any fine resulting from a false alarm, including an Inactivity Alarm.

**4. FEES:** Subscriber agrees to pay the Fees associated with this Agreement along with any applicable sales tax or for any additional services later agreed to by the parties. Fees are subject to change upon thirty (30) days' prior written notice to Subscriber. Payment is due upon receipt of invoice. Past due balances (over thirty (30) days past due) will be subject to a monthly finance service charge equal to eighteen (18%) percent per annum, or the maximum allowable by law. Program may terminate this Agreement for non-payment of fees and recover all payments due to Program. In the event that it shall become necessary for Program to institute legal proceedings to collect payments due under this Agreement then Subscriber agrees to pay Program's reasonable attorney's fees for such collection action except where prohibited by law. Subscriber agrees to pay for a full month of service for any month in which the Subscriber has Service.

**5. TELEPHONE LINES and RJ31X JACK:** If Subscriber has two or more telephones in his/her home using the same telephone number, and if one of these phones is in use or off the hook, the Equipment will not operate without a special connection, such as an RJ31X jack. If Subscriber would like this type of connection, it is the responsibility of Subscriber to have the telephone company install it.

**6. INTERRUPTION OF SERVICE:** Subscriber acknowledges that the Equipment sends its signals using electrical and telephone company lines which are wholly beyond the control of Program and **IN THE EVENT TELEPHONE SERVICE IS OUT OF ORDER OR DISCONNECTED, THE EQUIPMENT WILL NOT OPERATE**. Program does not assume any liability for interruption of the Service due to strikes, riots, sabotage, terrorist activities, floods, storms, earthquakes, fires, power failure, interruption of telephone service, acts of God, or any other cause beyond Program's control including, without limitation, the activities of Subscriber. **PROGRAM IS NOT REQUIRED TO SUPPLY THE SERVICE DURING THE CONTINUATION OF ANY INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE.**

Subscriber further acknowledges that using telephone service provided via the internet, broadband, VoIP, or any other **non-traditional telephone** service presents additional risks for non-transmission of signals from the Equipment and the Equipment may not operate as intended.

## PHILIPS LIFELINE MONITORING SERVICES-CARE PLAN AGREEMENT

**7. CONSENT TO DISTRIBUTION OF INFORMATION:** Subscriber is providing Program with certain medical information for the purpose of providing the Service. Subscriber agrees that Program, Referral Source, Responders and any other party named in this Agreement all may receive the information contained in this Agreement or otherwise provided by Subscriber to Program or concerning the Service. Subscriber further agrees that in the event that a Responder or other assistance is sent to Subscriber's home (an "Incident") Program may notify any or all of the parties listed in this section. Further, Subscriber releases Program from all liability, which may arise out of Program's disclosure of information in this Agreement or about any Incident to the parties listed in this section. Subscriber acknowledges that all communications between Subscriber and Response Center may be recorded and Subscriber consents to such recording.

By signing this agreement, Subscriber acknowledges that he/she has received a Notice of Privacy Practices as required under Standards for Privacy of Individually Identifiable Health Information; final Rule (45 CFR Parts 160 and 164). Subscriber consents to the use and disclosure of protected health and other information about them provided both on the Care Plan Agreement and created in the course of providing the service as follows: **Treatment:** Program uses and discloses protected health information to provide, coordinate, and manage Personal Emergency Response Services (PERS services). Program uses and discloses this information to third party health care providers and to other entities who need this information to ensure the provision of your PERS services. **Payment:** Your protected health information will be used as needed to obtain payment for your PERS or other related health care services. **Healthcare Operations:** Your protected health information may be used or disclosed as needed in order to support the business activities of Program or the hospital or healthcare providers who provide your Service or who referred you to the Service.

**8. FALSE ALARMS OR ABUSE OF SERVICE:** Subscriber agrees to reimburse Program for any fee assessed against Program as a result of false alarms originating from Subscriber's premises which Program considers to be excessive.

**9. FORCED ENTRY and INACTIVITY ALARMS:** Subscriber agrees that if ANY ALARM SIGNAL is received by Program and a Responder is sent to Subscriber's home and Subscriber cannot let Responder into the home and Responder does not have a key THE SUBSCRIBER AUTHORIZES RESPONDER TO BREAK INTO SUBSCRIBER'S HOME. SUBSCRIBER UNDERSTANDS THAT THIS MAY CAUSE DAMAGE TO THE HOME. SUBSCRIBER WAIVES ANY CLAIM AGAINST PROGRAM OR ANY RESPONDER, WHICH MAY ARISE AS A RESULT OF FORCED ENTRY INTO THE HOME. SUBSCRIBER SPECIFICALLY WAIVES ANY CLAIM FOR DAMAGE RESULTING FROM FORCED ENTRY AFTER AN INACTIVITY ALARM EVEN IF SUBSCRIBER IS SIMPLY NOT HOME.

**10. ATTORNEYS' FEES:** In the event that it shall become necessary for Program to institute legal proceedings against Subscriber to enforce any provision of this Agreement, Subscriber agrees to pay Program's reasonable attorneys' fees, except where prohibited by law.

**11. ASSIGNMENT:** This Agreement may not be assigned by Subscriber except with the prior written consent of Program.

**12. WARRANTIES AND DISCLAIMER:** Subscriber understands and agrees that Program is not an insurer and that insurance, if any, covering personal injury or other personal claims and property loss or damage on Subscriber's premises shall be obtained by Subscriber in such amounts and covering such perils as Subscriber may determine; that Program is being paid to provide a Service and that the amounts being charged by Program are not sufficient to guarantee that no loss will occur; that Program is not assuming responsibility for any losses which may occur even if due to Program's negligent performance or failure to perform any obligation under this Agreement. Subscriber assumes all risk of loss or damage to premises or the contents thereof, or personal injury.

**PROGRAM MAKES NO GUARANTEES OR WARRANTIES OF ANY KIND RELATING TO THE SERVICE AND EXPRESSLY DISCLAIMS ALL WARRANTIES WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE SERVICE AND THE EQUIPMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THIS AGREEMENT, THERE SHOULD ARISE ANY LIABILITY TO PROGRAM, PROGRAM'S MAXIMUM LIABILITY ARISING OUT OF THE PROVISION OF THE SERVICE, INCLUDING THE EQUIPMENT, OR ITS USE, WHETHER BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED ONE-HALF THE ANNUAL PAYMENTS RECEIVED BY PROGRAM FROM SUBSCRIBER UNDER THIS AGREEMENT. SINCE IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE DUE TO A FAILURE OF THE SERVICE, THIS SUM SHALL BE COMPLETE AND EXCLUSIVE AND SHALL BE PAID AND RECEIVED AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. IN NO EVENT SHALL PROGRAM BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

Subscriber has read and understands all of this Agreement, and Program's maximum liability in the event of any loss, damage or injury to or death of, Subscriber.

**Subscriber agrees to indemnify and hold harmless Program, its employees and agents from and against all third party claims, lawsuits and losses alleged to be caused by Program's performance, negligent performance or failure to perform its obligations under this Agreement.**

**13. ENTIRE AGREEMENT/MODIFICATION:** This Agreement shall constitute the entire Agreement between Subscriber and Program. No person installing, servicing or otherwise dealing with Equipment is or shall be authorized to act for or bind Program. This Agreement supersedes all prior representations, understandings or agreements between the parties. This Agreement may only be modified in writing signed by both parties. The parties agree that this Agreement will be governed by the laws of the Commonwealth of Massachusetts.

*All information contained in this Care Plan is considered private and confidential, and is intended solely for use by the Subscriber, Program and other authorized Philips Lifeline representatives as provided for in this Agreement. Lifeline is a registered trademark of Philips.*