National Alliance
for Care at Home

Private Duty Home Care Certification

National Alliance for Care at Home
PRIVATE DUTY

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This program was developed by private duty home care industry leaders and modeled after elements in the The Alliance Private Duty Home Care Accreditation program, and successful state certification programs in Massachusetts and California developed by The California Association for Health Services at Home and the Home Care Alliance of Massachusetts.

PRIVATE DUTY HOME CARE CERTIFICATION BACKGROUND

The nation's private duty home care nursing and personal care services community fulfills a unique and essential purpose in modern life. Private duty home care provides critical, quality, home-based care, and living support services for individuals young and old, helping them live full, independent, and connected lives in the comfort of wherever they call home.

The National Alliance for Care at Home (the Alliance) seeks to empower organizations to meet evolving needs and consistently deliver the highest quality of private duty and personal care services through leadership, education, advocacy, and innovation. We foster collaboration among our members, business partners, and affiliate associations to rise to meet this goal and to set the standard for excellence in practice today and for the future.

The Alliance is the largest and most well-respected professional trade association in the United States serving as the unified voice of home care and hospice. The Alliance represents the nation's 33,000 home care and hospice providers, along with the more than two million nurses, therapists, and aides they employ. These caregivers provide vital services to Americans who are aged, disabled, and ill. Some 12 million patients depend on home care and hospice providers, who depend on the Alliance for the best in advocacy, education, and information. The Alliance is a nonprofit organization that helps its members maintain the highest standards of care. Achieving Private Duty Home Care Certification through the Alliance establishes your agency as a committed and dedicated provider of quality private duty nursing and personal care services with the backing of a prestigious, leading, national association.

ABOUT THE ALLIANCE PRIVATE DUTY HOME CARE CERTIFICATION

The Alliance's Private Duty Home Care Certification is the only certification created by private duty leaders, exclusively for the private duty community. The certification offers providers the opportunity to demonstrate their commitment to quality and service delivery excellence through formal certification.

Private Duty Home Care Certification requires each agency location to conduct a comprehensive examination relating to nineteen (19) separate but interrelated aspects of business and operations. Agency locations are required to submit documentation and an attestation statement showing adherence to all Certification program standards in each category to be reviewed by dedicated private duty home care staff at the Alliance.

Formal Private Duty Home Care Certification is obtained through the National Alliance for Care at Home by agency locations meeting and demonstrating compliance with the following elements and standards of business operations and performance:

1. Written Privacy Policy
2. Service Agreement
3. Service Plan
4. Formal Complaint and Grievance Policies
5. Abuse Policies & Procedures
6. Due Diligence in Hiring Process & Procedures
7. Direct Employment and Payment of Staff
8. Initial and Routine Competency Training
9. Evidence of Infection Control Policy & Procedures
10. Quality and Performance Improvement
11. Client and Employee Experience Measurement
12. Supervision & Oversight
13. 24/7 Access and Availability
14. Emergency Preparedness Plan
15. Maintains General Protections and Liability Insurance
16. Conducts Business in a Manner Appropriate to Meet all Local, State, and Federal Required Standards
17. Governance and Organizational Performance
18. Responsible Fiscal Management
19. Licensure

**Only agency locations that meet all nineteen (19) standards will be granted Certification.*

BECOMING THE ALLIANCE PRIVATE DUTY HOME CARE CERTIFIED

To become certified, agency locations must present documents and an attestation statement to the National Alliance for Care at Home (the Alliance) showing they meet all minimum operating standards required across nineteen

(19) separate but interrelated domains. These documents are then carefully reviewed by staff for proof of compliance during a formal review process.

Application and documents are accepted virtually via email as PDF attachments with prior notification to **regulatory@allianceforcareathome.org** OR they may be mailed directly to the National Alliance for Care at Home office in Alexandria, VA:

National Association for Home Care & Hospice
1731 King Street
Alexandria, VA 22314
Attention: Private Duty Home Care Certification

All documentation submitted will be kept in strict confidence. Documents will be accessible only to the Alliance staff and only for the purpose of reviewing program requirements leading towards Private Duty Home Care Certification determination. Documents will be kept in secure locations for five years after submission for historical review if needed and then destroyed.

The Alliance Private Duty Home Care Certification is approved for one year and must be renewed on a rolling, annual basis. Previously certified agencies will be notified 60 days before their renewal date and offered the opportunity to submit documents for re-certification.

During the certification period, should an agency location change name, mailing address, or branch location, they must notify the Alliance within 30 days of change.

If an agency should change ownership during the certification period, the new owner or officer must notify the Alliance and must also submit a new program application, signed attestation statement, and supporting documentation within 30 days of change. Failure to comply will result in loss of certification status.

Empowering organizations to meet evolving needs and consistently deliver the highest quality of private duty nursing and personal care services through leadership, education, advocacy, and innovation.

In the event of a verifiable complaint against an already certified private duty home care agency location that demonstrates non-compliance with certification program standards, the Alliance has the right to revoke certification and ask for the immediate discontinuation of use of the certification logo. This request will be submitted in writing by the Alliance.

Agency locations may choose to withdraw from the Private Duty Home Care Certification program at any time and for any reason by submitting written notification to the Alliance who will respond to the request in writing within five business days.

The National Alliance for Care at Home (the Alliance) in collaboration with the Private Duty Home Care Advisory Board, reserves the right to update, or revise any and all aspects of the Private Duty Home Care Certification program at any time based on external variables or other factors.

PRIVATE DUTY HOME CARE CERTIFICATION BENEFITS

Through Private Duty Home Care Certification, agency locations demonstrate that they meet high standards of quality, safety, and credibility, practicing at the top of the industry.

A successfully certified agency:

- Demonstrates your commitment to quality and service delivery excellence in private duty home care.
- Provides a competitive edge to you and your private duty home care business demonstrating to stakeholders your commitment to practicing at a higher level and may positively enhance your ability to secure new business through referral source, contracts, or other means.
- Demonstrates that you hire and train quality, trustworthy caregivers with due diligence who receive appropriate training and skills assessments before providing care and services to clients and families.
- Enhances your ability to attract and retain the best talent within a highly competitive talent market.
- Receives use of the National Alliance for Care at Home Private Duty Home Care Certification logo within the outlined parameters of logo licensing agreement for the duration of Certification.
- Special designated listing on the Alliance's website and agency locator as a Private Duty Home Care Certified agency location for the duration of Certification.

FAQ'S

How does an agency location become Certified by the National Alliance for Care at Home?

Agency locations can apply for Private Duty Home Care Certification by submitting an application, attestation statement, and documentation to the National Alliance for Care at Home that demonstrates their compliance with all nineteen (19) business and operational standards. Each application is carefully reviewed by dedicated Alliance staff, with certification only granted after comprehensive review.

How was the Private Duty Home Care Certification Program developed?

The standards of certification were developed by private duty home care industry leaders. Many of these leaders serve on the Alliance Private Duty Home Care Advisory Board, Advocacy Council, and Alliance Board of Directors. In addition, the Private Duty Home Care Certification Program has been modeled after elements within the former the Alliance Private Duty Accreditation program, and successful state certification programs in Massachusetts and California developed by the California Association for Health Services at Home (CAHSAH) and the Home Care Alliance of Massachusetts (HCA).

How long does it take to become certified?

Once an agency location submits its application to the Alliance, along with all required documentation, an agency will receive determination within 30 days of submission.

If after formal review, it is determined the agency location has not met all nineteen (19) of the business and operations standards, the agency location will be notified and given 30 days to provide remedy or withdraw application for Certification.

As a private duty home care member at the Alliance, do I have to apply to become certified?

The Private Duty Certification program is voluntary. Whether or not you are an Alliance member, you are not required to participate or apply. However, we strongly encourage agency locations to strive towards meeting the nineteen standards of certification and pursue formal certification when they feel ready.

How can I find out if a private duty/ personal care services agency is Certified by the National Alliance for Care at Home?

A full list of Private Duty Certified agencies is available on the Alliance website and will be updated on a rolling, monthly basis. Agencies will be listed within our agency locator with special designation.

Who do I contact if I have questions?

All questions and concerns should be emailed to Kristen Wheeler, Executive Director of Home Care at **regulatory@allianceforcareathome.org**

Does this private duty home care certification program meet all of my state licensure obligations?

Not necessarily. While the Private Duty Home Care Certification program sets nineteen comprehensive and common standards for private duty home care agency locations,

state specific licensure rules, regulations, and obligations differ widely from state to state. We encourage you to contact your state licensure department for more details and further clarification.

I operate a private duty home care agency that has more than fifty locations across the United States, If I submit certification program standards for one of my locations and they are successfully certified, does this mean all of my locations can be considered certified?

No. If a private duty home care agency has more than one location, each agency location must submit an application and all supporting documentation to be reviewed. For example, if you have one location in Massachusetts and another in New Jersey, each location would need to submit their own application and materials and would be reviewed and certified separately.

What if I fall out of compliance on something? What should I do?

If your agency location is certified under the Private Duty Home Care Certification program, and you believe you have fallen out of compliance on any or all of the certification standards, please either choose to remedy the compliance issue OR please contact the Alliance. We are here to offer our guidance and support to you and your private duty home care agency. It is our goal and commitment to you, to help you return to full compliance.

What is the cost to apply to the program?

Private duty home care members of the Alliance in good standing may apply for Private Duty Home Care Certification complimentary. The program application fee is $750 for non-members. This fee must be paid at time of application. However, we highly encourage non-members to consider Alliance Private Duty Home Care membership. For more information, please contact **membership@allianceforcareathome.org.**

Providing critical, quality, home-based care, and support services for individuals, young and old, helping them live full, independent, and connected lives in the comfort of home.

CERTIFICATION ELEMENTS & STANDARDS

The following is a comprehensive list of required operational business standards needed for the Na- tional Alliance for Care at Home Private Duty Home Care Certification. Agency locations must demonstrate compliance with each area through documentation or attestation. After cer- tification, agencies are expected to maintain compliance in each of the standards to maintain good standing with certification.

CHECKLIST OF REQUIRED OPERATIONAL AND BUSINESS STANDARDS FOR CERTIFICATION

☐ **STANDARD ONE: Written Privacy Policy**

The agency location maintains a written privacy policy to safeguard information about their clients and employees.

DOCUMENTATION: Agency location or corporate privacy policies.

☐ **STANDARD TWO: Service Agreement**

The agency location must have an established service agreement for each client they are providing services for. The service agreement should include at a minimum, an explana- tion of the cost of services client rights and responsibilities, and informed consent.

DOCUMENTATION: Standard agency location service agreement, or policy *(please do not include your fees/rates on service agreement)*.

☐ **STANDARD THREE: Service Plan**

The agency location has evidence of a detailed and mutually agreed upon service plan for all cli- ents receiving care and services. This service plan is kept confidential, reviewed, and maintained on a regular basis.

DOCUMENTATION: Client service plan example.

☐ **STANDARD FOUR: Complaint/Grievance Policies and Procedures**

The agency location has evidence of policies and procedures to accept, investigate, and respond to complaints and/or grievances brought forth by either clients, employees, or others. Policy should include evidence of process for documentation, investigation, and follow-up for complaints and/ or grievances and timeline for resolution.

DOCUMENTATION: Complaint and/or grievance policy and procedures.

☐ **STANDARD FIVE: Abuse Policies and Procedures**

The agency location trains all staff in identifying and reporting suspected abuse and has a written policy statement available for review by employees or clients on request.

DOCUMENTATION: Evidence or attestation of staff training in identification and reporting of suspected abuse, neglect, or theft, AND agency location investigation policy for abuse.

☐ **STANDARD SIX: Due Diligence in Hiring Process and Procedures**

Agency location maintains and demonstrates a commitment to hiring qualified staff through prac- ticing due diligence in the policies and procedures in the hiring process ensuring caregivers and other staff are competent and trustworthy.

This may include but is not limited to human resource management that complies with all appli- cable laws and regulations and completion of in person interviews with caregiving staff *(may be conducted via telecommunication options)*.

DOCUMENTATION: Hiring policies and procedures for caregivers which includes back- ground checks and/or child abuse clearances *(if indicated)* and employment/references for all hires.

☐ **STANDARD SEVEN: Direct Employment and Payment of Staff**

Agency location has evidence of directly employing all private duty home care caregivers and maintains appropriate workers compensation coverage for its employees as well as has job de- scriptions available for each employee role.

Additionally, the agency location maintains a comprehensive payroll process which includes prompt, mutually agreed upon payment at established rates for all work per- formed. The agen- cy's payroll process must include reporting of employment wages to required federal and state governmental agencies, collection of state and federal with- holding, payroll taxes, and payment of these taxes and all other indicated state and federal payroll taxes submitting them to the appro- priate government agencies.

DOCUMENTATION: Declarations page of current workers compensation insurance policy *(including appropriate caregiver codes)*, current job descriptions by role, and signed private duty home care application attestation statement of compliance indicating payroll and payment requirements.

☐ **STANDARD EIGHT: Evidence of Initial and Routine Competency Training**

Agency location ensures that prior to case assignment, or delivery of care and services, employees who provide care and services have received training and show evidence of competency for all tasks to be performed for the client as per the mutually agreed upon service plan.

Evidence of all caregivers *(and other staff directly interacting with clients and families)*

having received ongoing training in at least the following areas (but not limited to), Confidentiality, Client Rights, and Infection Control.

DOCUMENTATION: Evidence of initial and/or ongoing or routine employee training, education, and verification of core competencies *(New hire checklist may suffice)*.

☐ **STANDARD NINE: Evidence of Infection Control Policy & Procedures**

Agency location has evidence of appropriate infection control policy and/or procedures to meet minimum OSHA standards and requirements.

DOCUMENTATION: Infection control policy or procedures.

☐ **STANDARD TEN: Quality and Performance Improvement**

Agency location has evidence of a formal quality and performance improvement program to assure all stakeholders that the agency works to continuously evaluate and improve if necessary, the quality of care and delivery of services.

DOCUMENTATION: Quality performance improvement plan or equivalent.

☐ **STANDARD ELEVEN: Client and Employee Experience Measurement**

Agency location has evidence of formal client and employee experience measurement demonstrat- ing commitment to quality care and service delivery excellence. Client experience measurement is mandatory for inclusion. Employee experience measurement is optional at this time.

DOCUMENTATION: Current contract with business vendor or copy of measurement instrument(s), or equivalent related to client experience measurement. Employee Experience Measurement is op- tional at this time.

☐ **STANDARD TWELVE: Supervision and Oversight**

TThe agency location conducts supervisory visits for all caregivers on a routine basis which ensures safe, effective, and appropriate care and services.

DOCUMENTATION: Policy for supervision of caregivers and submission of a supervisory visit form.

☐ **STANDARD THIRTEEN: 24/7 Access and Availability of Administrative Staff for After Hours Emergencies**

The agency location ensures that supervisors or care team members are accessible by telephone 24/7 in the event of an emergency. Both employees and clients should be given information about the after/hours or emergency policies and procedures.

DOCUMENTATION: Written emergency and after hours policies and procedures.

☐ **STANDARD FOURTEEN: Emergency Preparedness Plan**

There is evidence that an agency location has an established emergency preparedness plan.

DOCUMENTATION: Emergency preparedness plan, or equivalent.

☐ **STANDARD FIFTEEN: Maintains General Protections and Liability Insurance**

Agency locations maintain general protections and liability insurance as well as meet all state requirements for insurance operating as a private duty home care agency based on the types of care and services being contracted and delivered.

DOCUMENTATION: Declarations page of current insurance policies that cover but is not limited to caregivers, theft, damage, and remote locations including where care and services are being delivered. Your documentation should reflect that you are meeting all state requirements and include caregiver codes.

☐ **STANDARD SIXTEEN: Conducts Business in Compliance with All Appropriate Federal, State, Local Licensure Standards**

Assures stakeholders that the organization complies with the law and program regulations; and that the organization maintains a high level of integrity in all areas of operation according to local, state, and federal rules and regulations.

DOCUMENTATION: Signed private duty home care application attestation statement.

☐ **STANDARD SEVENTEEN: Governance and Organizational Performance**

Agency location is directed by a governing body, owner or operator who assumes full legal authority, oversight, and responsibility for the management of the agency location, quality, and performance.

DOCUMENTATION: Signed private duty home care application attestation statement.

☐ **STANDARD EIGHTEEN: Evidence of Responsible Organization Fiscal Management**

Agency location ensures that consumer, community, and payers are doing business with a fiscally responsible entity.

DOCUMENTATION: Signed private duty home care application attestation statement.

☐ **STANDARD NINTEEN: Licensure**

The agency verifies current licensure with required professional or state licensing boards.

DOCUMENTATION: Signed private duty home care application attestation statement.

APPLICATION FOR THE ALLIANCE PRIVATE DUTY HOME CARE CERTIFICATION AND ATTESTATION

AGENCY CORPORATE NAME

ADDRESS

CITY/STATE/ZIP

PHONE

EMAIL

ATTESTATION

By signing below, on behalf of the listed agency location, I hereby certify that, to the best of my knowledge, all information provided in this application and attached documentation is accurate. Based on my review of this application and knowledge of this agency location, this agency meets or exceeds all nineteen required standards, and the documentation provided in support of this application are true, correct, & complete. I further understand and acknowledge that the National Alliance for Care at Home (the Alliance) relies on the truthfulness of this attestation in granting certification, and that any falsification or inaccuracy in the information provided may be grounds for revocation. The Alliance does not independently verify the accuracy of this documentation or materials submitted with this application.

I agree that if for any reason my agency location ceases to be certified by the Private Duty Home Care Program, or certification is formally revoked by the Alliance, I will immediately cease use of the Private Duty Home Care Program Certification name and/or logo in any format.

NAME (OWNER/OPERATOR)

TITLE

EMAIL

SIGNATURE DATE

LOGO LICENSING AGREEMENT

This License Agreement ("Agreement") is made and entered into as of the date of their signatures below ("Effective Date") by and between the National Alliance for Care at Home (the Alliance) and _____, a private duty home care agency location ("Licensee").

1. Home Care Agency Accreditation Logo License.

The Alliance grants to Licensee a non-exclusive, nontransferable, limited use license (the "License") to use the Private Duty Home Care Certification Logo and the phrase "Private Duty Home Care Certified by the National Alliance for Care at Home" (collectively, the "Logo"), subject to the following terms and conditions, including confirmation the Licensee is a private duty home care agency that meets the Alliance's Standards for Private Duty Home Care Certification (as published by the Alliance).

2. Conditions of License.

The License is conditioned upon Licensee satisfying and continuing to satisfy the Private Duty Home Care Certification Standards established and published, from time to time, by the Alliance, in accordance with the certification Procedure. A camera ready digital copy of the Logo shall be made available to Licensee upon such certification and the execution and delivery of this Agreement.

3. Permitted Use of Logo.

The purpose of the Logo is to identify private duty home care agencies that meet the Private Duty Home Care Standards. Licensee shall use the Logo only for the purpose(s) of acknowledging Licensee's Certification as a private duty home care agency location. Licensee's use of the Logo shall at all times be expressly limited to use of the Logo in connection with Licensee's name on Licensee's website, stationery, print, audio, or video advertisements or brochures (collectively, the "Licensed Use").

The Licensed Use of the Logo shall at all times be subject to the following use restrictions and conditions:

A. Licensee shall not use the Logo in any way that would create the appearance that Licensee's communication is made by the Alliance or that the Alliance is endorsing or recommending Licensee's products or services;

B. Licensee's use of the Logo shall not identify Licensee as a partner or affiliate of the National Alliance for Care at Home or as in any kind of similar relationship other than as a member and Certified agency location;

C. Licensee shall make no representations that the National Alliance for Care at Home has endorsed or recommended the quality, merchantability, fitness for any purpose of Licensee's products or services, other than Licensee's satisfaction of the Private Duty Home Care Certification Standards;

D. The Logo shall not be altered in appearance in any way, except to enlarge or reduce it in size or convert to gray scale; and;

E. Use of the Logo shall immediately cease upon the termination of or any lapse in Private Duty Home Care Certification by the National Alliance for Care at Home.

4. Written Approval for Other Uses.

If Licensee desires to use the Logo other than for the Licensed Use, it must receive the approval of the National Alliance for Care at Home. To secure such approval, it must submit an exact replica of the electronic or printed material illustrating the proposed use of the Logo (the "Material") to the Alliance for written approval prior to any use thereof, which approval may be granted or withheld in the sole and absolute discretion of the Alliance. Notwithstanding the Alliance's right to review Materials, Licensee shall be solely responsible for the accuracy of information contained in such Materials.

5. Term.

This Agreement and the License granted to Licensee hereunder shall expire one (1) year after the date Licensee receives its Private Duty Home Care Certification; provided, however, that this Agreement and the License granted hereunder shall be extended if Licensee timely submits a new application for Certification along with the documentation required by the National Alliance for Care at Home and the Alliance renews Licensee's Private Duty Home Care Certification as a Private Duty Home Care Agency location, unless sooner terminated as provided herein.

6. Termination and Remedies.

Licensee's License to use the Logo will terminate upon expiration or earlier termination of this Agreement. The Alliance may terminate the License granted pursuant to this Agreement and the use of the Logo by Licensee at any time and without prior notice upon a breach of this Agreement or failure of Licensee to meet the Private Duty Certification Standards. This Agreement and the License granted hereunder shall terminate upon the expiration of the Private Duty Home Care Certification. The expiration or termination of this Agreement shall not relieve either party of any obligations pursuant to this National Alliance for Care at Home Private Duty Home Care Certification Logo License Agreement, which arose on or before the termination hereof. Upon the expiration or termination of this Agreement or the License granted hereunder, Licensee shall immediately cease and desist from using the Logo in any manner or form and cease holding itself out as a Private Duty Home Care Certified Agency location.

If Licensee fails to comply with the terms and conditions of this Agreement, the Alliance may require Licensee to:

- Distribute a printed retraction to all recipients of any Material found to not be in compliance with the Licensed Use permitted under this Agreement.
- Immediately destroy any and all printed and electronic materials that the National Alliance for Care at Home determines in its sole and absolute discretion to be in noncompliance with the terms and conditions of the License granted hereunder.

7. Ownership of Logo.

The parties hereto acknowledge that the Logo constitutes the property and trademark owned solely by the National Alliance for Care at Home and is the valuable and proprietary property of the National Alliance for Care at Home and that any breach of the terms of this Agreement shall be such that the Alliance cannot be adequately compensated by monetary damages. Thus, the parties agree that the National Alliance for Care at Home may pursue injunctive relief to restrain or stop any misuse or intended misuse of the Logo.

In addition, the Alliance may pursue any other remedies available to it at law or in equity in regard to any damages that it may sustain,

either actual or consequential, as a result of the unlicensed use or misuse of the Logo by Licensee or any of its third parties, contractors, agents, representatives and employees.

8. Relationship.

The relationship between the National Alliance for Care at Home and Licensee established by this Agreement is solely that of licensor and licensee. Neither party is in any way the legal representative or agent of the other. Nothing in this Agreement shall be construed as making a party a partner or joint venture with the other.

9. Assignment/Successors.

Licensee shall not assign, sell, sublicense or otherwise transfer the License, the Logo or any of its rights under this Agreement to another party, or any interest therein, without the Alliance's prior written consent.

10. Indemnification.

To the extent permitted by law, each party agrees to protect, indemnify, defend and hold harmless the other party and their respective owners, managers, partners, subsidiaries, affiliates and each of their respective employees, agents, and independent contractors against all third party claims, losses or damages to persons or property, governmental charges or fines, penalties and costs (including reasonable attorney's fees) (collectively, "Claims"), arising out of the negligence, gross negligence or willful misconduct of the other party in connection with the use or provision of each party's services and supports subject to this Agreement. Nothing contained herein shall require an indemnifying party to indemnify any indemnified party for that portion of any Claim arising out of the negligence, gross negligence or willful misconduct of the indemnified party. To the fullest extent permitted by law, the parties agree that a comparative negligence standard will apply to any Claims and each party will be responsible for paying for the portion of the total Claims attributable to its fault. In the event of a settlement of any Claim, expenses will be allocated proportionately based upon the amount paid by each party. This section shall not waive any statutory limitations of liability available to either party. This section shall survive any termination or expiration of this Contract.

11. Attorneys' Fees.

Licensee agrees to pay any and all attorney's fees incurred by the National Alliance for Care at Home including parties, contractors, agents, representatives and employees of Licensee in enforcement of and in relation to this Agreement. Should any litigation be commenced arising from or related to this Agreement, the prevailing party shall be entitled to recover from the losing party attorneys' fees and costs reasonably incurred, as determined by the court, in addition to all other applicable remedies and relief, including, but not limited to, such costs and attorneys' fees incurred by the prevailing party in any appellate review of any judgment, decree, or order, whether interim or final, as may become a part of such litigation and the enforcement of any judgment or decree or order.

12. Entire Agreement.

This Agreement sets forth the entire agreement between the parties relative to the License and supersedes all prior negotiations and agreements, written or oral, concerning or relating to the subject matter of this Agreement, and may not be modified except by a writing executed by both parties.

13. Waiver.

Any waiver of any terms and conditions hereof must be in writing, and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed

as a waiver of any other terms and conditions hereof or a continuing waiver of the terms or conditions waived.

14. Governing Law & Venue.

This Agreement shall be governed by and shall be construed and enforced in accordance with, the law of the State of Virginia, without regard to its law relating to the conflicts of laws. This Agreement shall be deemed to have been entered into in the State of Virginia regardless of whether Licensee performs services within or outside said State.

15. Counterparts.

This Agreement may be executed in counterparts, all of which taken together, shall constitute one and the same instrument. A facsimile signature shall have the same force and effect as an original signature.

16. Survival.

The rights and remedies of the National Alliance for Care at Home and the restrictions and limitations on the use of the Logo shall survive the expiration or termination of this Agreement.

National Alliance for Care at Home—Private Duty Home Care Certification

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below their signatures.

LICENSEE:

SIGNATURE DATE

NAME TITLE

COMPANY

ADDRESS CITY STATE ZIP

National Alliance for Care at Home (the Alliance) – Private Duty Home Care Certification

SIGNATURE DATE

NAME TITLE

National Alliance
for Care at Home