

**WASHINGTON HOME CARE LLC**

**HEMOCARE ARRANGEMENT AGREEMENT**

Client/Person in Care:		Date of Birth:			
Street Address:		City:		State:	Zip Code:
Home Phone:	Cell Phone:	Client E-mail:			
Authorized Representative (if any):		Capacity: <input type="radio"/> Family Representative <input type="radio"/> Family Power of Attorney <input type="radio"/> Unrelated Power of Attorney <input type="radio"/> Court Appointed Representative			
Street Address:		City:		State:	Zip Code:
Home/Work Phone:	Cell Phone:	Authorized Representative E-mail:			

This Homecare Arrangement Agreement (the "Agreement") is entered into \_\_\_\_\_, by and between **WASHINGTON HOME CARE LLC, PO BOX 1244, 1 KIRBY RD. UNIT 7, WASHINGTON, CT 06793** ("Registry"), and the above-referenced "Client". If Client is legally, mentally or physically unable to execute this Agreement, the Authorized Representative shall execute this Agreement on behalf of Client, thereby binding Client to all obligations and agreements hereunder. Additionally, if the Authorized Representative is signing as a Family Representative or Family Power of Attorney, such Authorized Representative shall have individual and joint liability with Client for all obligations and agreements hereunder.

1. **Services Provided by Registry.** Client, or Authorized Representative on behalf of Client, is engaging Registry to recruit independent "Caregivers" that Client can engage to provide non-medical caregiving, companionship and light housekeeping.

2. **Relationship Among Registry, Client and Caregiver.**

- (a) Registry has been engaged by various independent Caregivers to help them find homecare "Assignments" working for persons in care or their family.
- (b) If Client elects to engage a Caregiver referred by Registry, Caregiver will be working directly for Client pursuant to a "Homecare Agreement" (defined below) between Client and Caregiver. Registry (1) will not be the employer of Caregiver, (2) will not be supervising Caregiver, (3) will not be the one paying Caregiver for services, and (4) will have no responsibility for any governmental or regulatory filings in connection with the services provided.
- (c) Under no circumstances will any Caregiver be deemed to be an employee or agent of the Registry. Caregiver will have no authority to bind or act on behalf of Registry in any manner.
- (d) If there is an Authorized Representative specified above, Caregiver and Registry shall be entitled to rely upon directions from and agreements of the Authorized Representative on behalf of the Client and the Client's family.

3. **Worker Classification & Required Statutory Disclosure.** Registry is aware that many individuals and families engage caregivers as 'independent contractors', and may file IRS Form 1099 to report the amounts paid. However, pursuant to Connecticut Statutes, Registry is required to disclose to you that, depending on the relationship between Client and Caregiver, Client may legally be found to be the "employer" of Caregiver. In that event, Client may be held responsible for the payment of federal and state taxes, Social Security, overtime and minimum wage, unemployment, workers' compensation insurance payments and any other applicable payment required under state or federal law. Please consult your tax advisor regarding your tax and filing requirements and recommendations for structuring this relationship to achieve the intended results for tax and regulatory purposes.

4. **Responsibilities of Registry.** Registry shall have the following responsibilities under this Agreement:

- (a) Upon request by Client, recruit qualified independent contractor Caregivers to provide homecare for the Client.
- (b) Obtain and/or perform criminal background and reference checks on such recruits to verify their history, qualifications, training and experience.
- (c) Consult with the Client regarding appropriate Caregiver qualifications, amount of services required and methods of providing required care.
- (d) Provide to the Client a form Homecare Agreement and a Plan of Care that Client can negotiate with the Caregiver. Client and Caregiver shall agree on the price, hours and conditions of the Assignment, and Registry can assist the Client in the completion of the documents.
- (e) If requested by Client, maintain on behalf of the Client a schedule of when the Caregiver(s) will be working (but Registry cannot compel a Caregiver to take an Assignment or shift).
- (f) If requested by Client, recruit temporary and/or permanent replacement Caregivers as needed.

5. **Caregiver Requirements & Screening.** Client requires, and Registry agrees, that any Caregiver recruited by Registry must agree to:

- (a) Provide the services specified in the agreed Plan of Care in a professional manner, as an independent contractor, without any supervision from Registry;
- (b) Be subjected to a thorough criminal background and reference check by Registry; and
- (c) Carry Professional Liability Insurance during the Assignment and provide proof thereof.

6. **Homecare Agreement between Client & Caregiver.** Whenever Client reaches agreement with a Caregiver on the terms of an Assignment, *Client and Caregiver shall execute a Homecare Agreement and a Plan of Care setting forth those terms.*

7. **Cost of Services to Client.** Every week, Client shall be required to pay the following for the prior week's services:

- (a) To the Caregiver, the sum of:
  - (i) “Gross Pay”, defined as the sum of:
    - (A) Base Pay Rate times the number of hours or days worked; plus
    - (B) Any Holiday Pay as defined in the Homecare Agreement.
  - (ii) Any reimbursable mileage or other expenses, as specified in the Homecare Agreement or the approved weekly timesheet.
- (b) To the Registry:
  - (i) A “Registry Fee” for its services hereunder, equal to:
    - (A) For Hourly work: \$4.00 per hour times the number of hours worked.
    - (B) For Live-in work: \$40.00 per day times the number of days worked.

**8. Short-Term Fill-in Caregivers.** In the event Client requests that Registry find a short-term “Fill-in Caregiver”, Registry will use its best efforts to locate an appropriate Fill-in Caregiver. A Fill-in Caregiver would be engaged by Client pursuant to this Agreement and such engagement would be subject to all terms of this Agreement. Registry is authorized by Client to propose to a Fill-in Caregiver the Base Pay Rate and other terms contained in the Homecare Agreement executed between Client and the primary Caregiver, plus any additional terms agreed between the Client and the Fill-in Caregiver.

**9. Long Term Care Insurance.** If Client has a Long-Term Care insurance policy, all Long-Term Care Insurance proceeds should be paid to Client. Whether or not Client receives timely payment of such claims from the insurer, Client shall be responsible for timely payments to Caregiver and Registry in accordance with the terms of this Agreement, including during any elimination period before the policy begins to pay for services.

**10. Protection of Registry’s Contractual Rights.** In order to protect Registry’s investment in recruiting and placing Caregivers, Client agrees that during the term of this Agreement, and for a period of twelve (12) months following the termination, for any reason, of this Agreement and the final Homecare Agreement that Client enters into hereunder, *Client shall not solicit the services of any Caregiver placed with Client by Registry, nor accept any solicitation for service from any Caregiver placed by Registry, other than through a placement covered by this Agreement with Registry.*

**11. Required Statutory Provisions.** Pursuant to CT Gen. Statutes Section 20-679, Registry hereby includes the following provisions in this Agreement: (1) Client has the right to review and request changes to Plan of Care, (2) all Caregivers proposed to Client are required to submit to a comprehensive background check, (3) upon the request of Client or Authorized Representative, Registry shall provide written notice that a comprehensive background check, as required pursuant to Section 20-678, was performed for all Caregivers performing services for such person, (4) Registry’s records are available for inspection or audit by the Department of Consumer Protection, (5) Registry is not able to guarantee the extent to which the services provided to Client will be covered under Medicare or any insurance plan, and (6) this Agreement may be cancelled at any time by Client.

**12. Indemnification.** Client shall be responsible for the safekeeping of any valuables in Client's residence and shall bear all risk of loss, except for gross negligence of Registry in placing a Caregiver with Client. Client shall indemnify and hold the Registry harmless of any claims, except for gross negligence, arising from the performance by any Caregiver of the services set forth in any Homecare Agreement hereunder, including, but not limited to, Client-requested usage of his/her automobile by the Caregiver.

**13. Non-Payment, Late Payment & Breach of Agreement.** Client agrees that if any amount due to Registry is not paid in full when due, Registry shall be entitled to charge Client interest on any such delinquent amount at the rate of 18% per annum. Additionally, Client shall be liable to Registry for all collection costs, legal fees and court costs incurred to enforce the terms of this Agreement and collect any such delinquent amount, whether or not a lawsuit is initiated.

**14. Execution.** By execution of this Agreement, the parties hereto represent that they have read and understand all of the provisions of this Agreement, and that they freely and voluntarily agree to be bound by each and every one of them.

WASHINGTON HOME CARE LLC

CLIENT (OR AUTHORIZED REPRESENTATIVE)

By: \_\_\_\_\_  
Sara Guillemette

\_\_\_\_\_  
(name) \_\_\_\_\_  
(title, if any) \_\_\_\_\_