

Washington Home Care llc HOMECARE AGREEMENT

(HOURLY INDEPENDENT CONTRACTOR)

Client/Person in Care:		Date of Birth:			
Street Address (Where Services Performed):		City:	State:	Zip Code:	
Home Phone:	Cell Phone:	Client E-mail:			
Authorized Representative (if any):		Capacity: <input type="radio"/> Family Representative <input checked="" type="radio"/> Family Power of Attorney <input checked="" 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:			
Caregiver:		Caregiver SS# or TIN:			
Street Address:		City:	State:	Zip Code:	
Home Phone:	Cell Phone:	Caregiver E-mail:			

This Homecare Agreement (the "Agreement") is entered into on _____ by and between the above-referenced "Client" and the above-referenced "Caregiver". If a 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. Relationship Among the Parties.

- (a) Client has engaged WASHINGTON HOME CARE LLC ("Registry") to recruit independent contractor Caregivers that Client can engage to provide homecare services for Client.
- (b) Caregiver has engaged Registry to help find homecare "Assignments" where Caregiver will be an independent contractor of the Client.
- (c) Client has decided to engage Caregiver, and Caregiver hereby accepts such engagement.
- (d) Under no circumstances will any Caregiver be deemed to be an employee or agent of Registry. Registry will not be paying Caregiver for any services or supervising Caregiver, and will have no responsibility for any

governmental or regulatory filings regarding the services provided by Caregiver.

(e) Caregiver will have no authority to bind or act on behalf of Registry in any manner.

2. Services Provided, Non Medical Plan of Care & Caregiver Rules. Caregiver shall provide non-medical caregiving as an hourly caregiver and shall perform the services listed in the “Non Medical Plan of Care” between the Client and the Caregiver, and can be expected to be amended/updated/edited with mutual agreement between the Client and the Caregiver on an as needed basis. Such services shall be delivered in accordance with the agreed Caregiving Rules set forth on Exhibit “A” attached hereto.

3. Terms of Assignment. Client and Caregiver agree to the following terms for this Assignment:

(a) Caregiver’s Pay. Client shall pay to Caregiver:

(i) “Gross Pay” equal to the sum of:

(A) Caregiver’s “Base Pay Rate” of \$_____ per hour times the number of hours worked during the week (Monday to Sunday); plus

(B) _____ If initialed by Client, Caregiver shall receive additional “Holiday Pay” equal to 50% times the Base Pay Rate for services rendered on any of the following checked holidays: New Year’s Day Easter Memorial Day 4th of July Labor Day Thanksgiving Christmas _____.

(ii) Any reimbursable mileage or other expenses, as specified in Section 6 of this Agreement or on the approved weekly time sheet.

(b) Timesheet and Payment for Services. Client and Caregiver will complete a Timesheet at the end of each week containing the hours worked during the prior week and any approved mileage and other reimbursements, and, not later than each Monday, shall report the hours worked to Registry verbally, electronically or in writing. Not later than each Thursday, Client shall pay to Caregiver the prior week’s Gross Pay and reimbursements.

(c) Care Notes. If required by Client, Caregiver shall submit a completed Care Notes form setting forth the care provided to the Client during the prior week.

(d) Professional Liability Insurance. Caregiver shall carry Professional General Liability Insurance at all times while working for Client and shall provide proof thereof, if requested.

3. Schedule & Duration of Service. Caregiver shall provide services based on the following schedule, beginning at _____ on _____. If this is a temporary assignment, the services shall end on _____.

Schedule						Saturday		Total Hours
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	Mon day	Tues day	Wednes day	Thursda y	Frida y		Sunda y	
Work Times								

4. Caregiving Supplies. Surgical Masks, Disposable Gloves, Hand Sanitizer, Disposable Shoe Covers (if desired) that the Caregiver will use when providing services to Client shall be provided by Client.

5. Driving Request & Assumption of Risk. Client and Caregiver agree that if the Caregiver transports the Client, the caregiver will be restricted to using the Client's automobile, not the Caregiver's vehicle. The party owning the automobile being driven shall maintain in force, at all times that such vehicle is being used by Caregiver, Auto Liability Insurance coverage of at least \$100,000 Combined Single Limit, and shall provide a certificate or a copy of such insurance policy to the Caregiver, for the Caregiver's record.

(Client Initial) _____ (Caregiver Initial) _____

6. Termination of Services. Given the nature of this particular assignment, the Client or Caregiver must offer a two-week notice to all parties; Client, Caregiver, and the Registry if any wishes to terminate services. In the event of any such termination, Caregiver shall never leave the Client unattended, without the permission of Client or the Client's Authorized Representative, until the Client or Client's Authorized Representative have had a reasonable time to arrange for a replacement caregiver. In the event of a Client's death, Caregiver and Registry shall be notified immediately and the services of Caregiver shall terminate upon such notice, unless the Client's Authorized Representative requests additional services from the Caregiver.

7. Other Terms.

8. Non-Payment, Late Payment & Breach of Contract. Client agrees that if any amount due to Caregiver is not paid in full when due, Caregiver 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 Caregiver 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.

9. Modification of Agreement. This Agreement may be amended from time to time, but only by written agreement signed by Client (or Authorized Representative)

and Caregiver. A copy of any such modification shall be provided to the Registry when signed by the parties.

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

Client/Authorized Representative:	Signature:	Date
Caregiver:	Signature:	Date

Exhibit "A"

Caregiving Rules

1. Don't Leave Client Unattended. During normal work hours when the Client is sleeping or does not require assistance, either (initial one):

(a) _____ Caregiver is not allowed to leave the Client's premises; or

(b) _____ Caregiver shall be allowed to leave for breaks of up to _____ minutes (or such longer period approved by Client).

Upon completion of a Caregiver's shift, if another caregiver is scheduled to replace Caregiver, Caregiver agrees to wait until the replacement arrives before leaving. While on duty, absent permission from Client, Caregiver agrees never to leave the Client's premises with the Client unattended.

2. Maintenance and Use of Client's Residence. Caregiver shall maintain Client's surroundings neat, clean and safe from hazards. Caregiver will not enter rooms in the Client's residence that are not part of the common living space or Client's bedroom and bath, unless requested to do so.

3. Visitors & Pets At-Work. Caregiver agrees not to have any visitors or pets at the Client's residence without Client's approval.

4. Zero-Tolerance Policy for Violence & Abuse. Pursuant to Connecticut Law, there shall be zero tolerance for violence & abuse by Caregiver, including, but not limited to sexual abuse, in the performance of care. Threatening language and/or actions directed at Client, other caregivers or any party associated with Client will not be tolerated and will be handled swiftly and appropriately.

5. Medication Reminders. If requested, Caregiver shall provide medication reminders to Client, but Caregiver is not authorized to dispense or administer medications.

6. Phone Usage Policy. Caregiver is allowed to make phone calls during Caregiver's break time only. Caregiver agrees to utilize his or her own cell phone (unless specifically authorized to use Client's).
7. Smoking. Caregiver may, or may not, smoke in Client's residence.
8. Alcohol and Legal or Illegal Drug Use. Caregiver agrees not to use alcohol and/or illegal drugs at work or arrive at work under the influence of such substances. Caregiver agrees to immediately notify Client if Caregiver uses prescription medication that may cause drowsiness/dizziness, and if Caregiver has received any citations for being influenced by such substances when or when not working.
9. Arriving Late for Work. Caregiver is expected to arrive timely for each caregiving shift. In the event Caregiver is running late for a shift, Caregiver agrees to notify Client and/or Registry as far in advance as reasonably possible.
10. Coordination with Other Caregivers. Caregiver agrees to provide to any other Caregivers caring for Client any requested or relevant information regarding changes in Client's health and other care-related issues observed by the Caregiver during a shift.
11. Confidentiality & Non-Disclosure. Client's life, activities, finances and health-related information are confidential, and protected by HIPAA (Health Insurance Portability and Accountability Act). Caregiver agrees not to disclose any such information regarding Client to anyone. Caregiver will not photograph or post pictures of Client on social media, without Client's specific consent.
12. Caregiver Requests for Time-Off. Any request by Caregiver for unscheduled time off shall be submitted to Client and/or Registry at least 7 days in advance. If Client requests Registry to schedule a substitute Caregiver, but Registry is unable to find a substitute to cover the time-off requests, Caregiver agrees to remain on the assignment and reschedule their time-off, if possible.
13. Caregiver's Property. Any property or valuables of Caregiver shall be maintained and protected and be solely the responsibility of Caregiver. Client shall have no responsibility for Caregiver's property.
14. Emergency Procedures. In the event of a weather-related or other natural disaster or interruption to utilities or routes for travel, Caregiver will use best efforts to care for and protect Client. If appropriate, Caregiver will coordinate with Authorized Representative regarding steps to be taken. If necessary, Caregiver shall accompany Client to a shelter for the duration of any such event.

15. Return of Client's Property. At the end of an Assignment, Caregiver will immediately return to Client any of Client's property in Caregiver's possession, including, but not limited to, household keys, garage door openers, electronics or any equipment used to assist Client's mobility.
16. Other Rules discussed between Caregiver and Client