

WASHINGTON HOME CARE LLC

INDEPENDENT CONTRACTOR MARKETING AGREEMENT

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| Caregiver: | | Caregiver SSN or TIN: | |
| Street Address: | | City: | State: Zip Code: |
| Home Phone: | Cell Phone: | Caregiver E-mail: | |

This Independent Contractor Marketing Agreement (the “Agreement”) is entered into on _____, by and between WASHINGTON HOME CARE LLC, 1 Kirby Road, Unit 7, Washington, CT 06793 (“Registry”), and the above-referenced “Caregiver”.

1. **Caregiver Positions Sought and Classification.** Caregiver requests that Registry market Caregiver’s services and help locate opportunities for Caregiver to perform caregiving duties and light housekeeping, as an independent contractor, directly for Clients of Registry (“Assignments”), in the following non-medical capacities:

- Companion Personal Care Attendant (PCA) Home Health Aide (HHA)
- Homemaker Certified Nursing Assistant (CNA) Hospice Worker
- Live-in Caregiver

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

- (a) Registry represents “Clients” that are looking for Caregivers that they can engage to provide homecare services.
- (b) If a Client referred by Registry elects to engage Caregiver, Caregiver will be working for Client as an independent contractor pursuant to a “Homecare Agreement” (see Section 5 below) between Client and Caregiver.
- (c) Under no circumstances will any Caregiver be deemed to be working for or be an employee or agent of the 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.
- (d) Caregivers will have no authority to bind or act on behalf of Registry in any manner.

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

- (a) Seek Assignments for Caregiver at pay rates and times, in the locations and under conditions requested by Caregiver.
- (b) Provide to any Client desiring to engage Caregiver, a form Homecare Agreement and a Plan of Care, which Client can negotiate with the Caregiver (see Section 5 below).
- (c) Registry shall have no right to commit Caregiver to an Assignment without Caregiver’s agreement, and Caregiver is free to accept or reject any Assignment without penalty.

4. **Caregiver Representations & Responsibilities.** Caregiver represents and agrees as follows:

- (a) Caregiver possesses the requisite skills, credentials and training to perform any Client Assignment that Caregiver accepts hereunder as an independent contractor, and understands that Registry will not provide any supervision of any kind or nature.
- (b) Caregiver shall submit to a thorough criminal background and reference check by Registry to verify Caregiver's history, qualifications, training and experience.
- (c) If Registry proposes an Assignment to Caregiver, and Caregiver is interested, Caregiver shall enter into discussions with the Client to attempt to reach agreement on pay rate, schedule and terms of engagement, and shall record those agreements by completing with Client a Homecare Agreement and Plan of Care.
- (d) If engaged by a Client, Caregiver shall provide the services specified in the agreed Plan of Care in a professional manner.
- (e) Caregiver is legally authorized to work as a caregiver in the United States.
- (f) The SSN or TIN provided by Caregiver is validly issued by the United States Government and belongs to Caregiver. Caregiver will complete, and provide the Taxpayer Identification Number on, IRS Form W-9, if requested by Client or Registry.
- (g) Caregiver shall carry Professional Liability Insurance during any Assignment hereunder and, if requested, shall provide evidence thereof to Client and Registry.

5. **Homecare Agreement between Client & Caregiver.** Caregiver shall be the sole decision maker as to the Base Pay Rate, schedule and terms that Caregiver will accept on any Assignment, and Caregiver shall negotiate these terms with Client. Whenever Caregiver reaches agreement with a Client on the terms of an Assignment, Client and Caregiver shall execute a Homecare Agreement and Plan of Care setting forth those terms.

6. **Payment for Services and Reporting Time Worked:**

- (a) Any Assignment proposed by Registry shall be subject to the Client agreeing to pay to Caregiver, not later than each Thursday, for services provided by Caregiver in the prior week, including:
 - (i) Caregiver's Gross Pay, defined as the sum of:
 - (A) The Base Pay Rate times the number of hours or days worked; plus
 - (B) An additional 50% of Base Pay Rate for any hours worked on holidays specified in the Homecare Agreement.
 - (ii) Any approved mileage and reimbursements.
- (b) Not later than each Monday, Caregiver will provide to the Registry, either electronically, verbally or in writing, the amount of services provided to the Client during the previous week.

7. **Non-Exclusive Agreement.** Nothing contained in this Agreement shall prevent Caregiver from soliciting caregiving assignments from any person or through any agency or registry, during or after the term of this Agreement.

8. **Termination of Agreement.** Caregiver or Registry can terminate this Agreement at any time by notice to the other. In such event, Registry shall cease seeking Assignments for Caregiver; however, in the event Caregiver is at that time on an Assignment, the terms of this Agreement applicable to that Assignment shall continue in full force and effect until the end of such Assignment.

9. **Taxes & Indemnification.**

- (a) Registry is not rendering legal, tax, or investment advice to, nor is Registry a fiduciary of, Caregiver. Registry shall not be responsible for Caregiver’s compliance with federal, state, or local statutes, regulations, or ordinances, including, but not limited to, business income or self-employment payroll taxes.
- (b) Caregiver hereby agrees to hold harmless and indemnify Registry to the fullest extent permitted by law, as such may be amended from time to time, for (i) payment or non-payment of Caregiver’s federal, state, or local taxes, or other withholdings, regarding Caregiver, and (ii) any claims arising from performance of this Agreement and any Homecare Agreement hereunder, including, but not limited to, Caregiver’s usage of Client’s or Caregiver’s automobile.

10. **Arbitration and Class Action Waiver.** Registry and Caregiver mutually agree to:

- (a) Resolve any legal disputes between them exclusively through final and binding arbitration and not by way of court or jury trial.
- (b) Waive their right to have any dispute or claim brought, heard or arbitrated as a class action and/or collective (“Class Action Waiver”).

BY SIGNING THIS AGREEMENT, REGISTRY AND CAREGIVER ARE GIVING UP THEIR RIGHTS TO A COURT OR JURY TRIAL AND AGREEING TO (1) ARBITRATE CLAIMS COVERED BY THIS AGREEMENT, AND (2) NOT PARTICIPATE IN ANY CLASS ACTION RELATED TO THIS AGREEMENT OR ANY HOMECARE AGREEMENT HEREUNDER.

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

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| WASHINGTON HOME CARE LLC | Signature: | Date ____/____/____ |
| Caregiver: | Signature: | Date ____/____/____ |