

# Homemaker Companion Service Provider Work Agreement

***A Homemaker Companion Registry referral from:***  
 Washington Home Care LLC  
 dba Washington Homemaker & Companion Registry  
 Sara Guillemette – Founder/Owner



Service Seeker's Name:		Date of birth:	
Street address (where services will be rendered):		City	State /Zip
Service Seeker Cell Phone:		Home phone	
Authorized Representative name	Capacity: Example POA, Conservator, guardian		
Authorized Representative Contact information: Mailing address:		Contact phone #'s:	
Email:			
Emergency/Alternative contact:		Contact phone #'s:	
Service Provider's Name:		Service Provider's SS/TIN #:	
Service Provider's mailing address:		Emergency contact (Name/phone/email)	
Service Provider's email:			

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## Definition of Terms for responsible parties:

**Client/Authorized Representative** – the Person(s) authorized to approve and sign Homemaker Companion WHC LLC Agreement and acting on behalf of Service seeker. The Client is authorized by an official governing body, such as a Probate Court. Documentation of authorization is required, see boxes above.

**Service seeker:** Person(s) requiring assistance from candidates which Washington Homemaker and Companion Registry, a division of Washington Homecare LLC will provide.

**Service provider/Homemaker and Companion:** Person providing homemaker and companion assistance for the Service seeker, formerly referred to as the “caregiver”, now also known as the “**Homemaker/Companion**”, referred to in this Agreement as the Service provider per state of Connecticut statutes.

**Payer:** Person(s) guaranteeing payment of Service provider’s invoices and authorized to remit to Service provider. The payer will make payments to Service provider upon receipt of a timesheet/invoice provided by Service provider.

**Fee Terms:** The Client acknowledges that there will be invoices payable from the Service provider, usually due and payable weekly. (There will also be an invoice due and payable at the end of the month from Washington Home Care LLC, which is separate and in addition to the Service provider’s invoices for “Registry fees”.)

This Homemaker Companion Service Provider Work Agreement (the “Agreement”) is entered into on (date) \_\_\_\_\_, by and between the above-referenced “Service seeker” and the above-referenced “Service provider”. If a Service seeker is legally, mentally or physically unable to execute this Agreement, the Authorized Representative shall execute this Agreement on behalf of the Service seeker, thereby binding the Service seeker 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 Service seeker for all obligations and agreements hereunder.

### 1. RELATIONSHIP AMONG THE PARTIES.

- (a) Service seeker has engaged Washington Homemaker and Companion Registry (Div. Washington Home Care LLC) (the “Registry”) to recruit independent contractor homemaker companions that Service seeker can engage to provide homemaker companion services for the Service seeker.
- (b) Service provider has engaged Registry to help find homemaker companion “Assignments” where the Service provider will be an independent contractor of the Service seeker.
- (c) Service seeker has decided to engage Service provider, and Service provider hereby accepts such engagement.
- (d) Under no circumstances will any Service Provider be deemed to be an employee or agent of the Registry. Registry will not be paying Service provider for any services or supervising the Service provider, and will have no responsibility for any governmental or regulatory filings regarding the services provided by the Service provider.
- (e) Service provider will have no authority to bind or act on behalf of Registry in any manner.

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2. **SERVICES PROVIDED, NON-MEDICAL “PLAN OF CARE” (Service) & SERVICE PROVIDER RULES.** Service provider shall provide non-medical assistance and shall perform the services listed in the “non-Medical Plan of Care” or “Plan of Service” between the Service seeker and can be expected to be amended/updated with mutual agreed upon terms between the Service seeker and the Service provider, the Service seeker and the Service Provider on an as-needed basis. Such services shall be delivered in accordance with the agreed Service provider rules set forth on Exhibit “A” attached hereto.

3. **TERMS OF ASSIGNMENT.** Service seeker and Service provider agree to the following terms for this Assignment:

**(a) Service provider’s Pay.** Service seeker shall pay to the Service provider:

(i) “Gross Pay” equal to the sum of:

(A) Service provider’s Base Pay Rate of \$\_\_\_\_\_ per hour times the number of hours worked during the week (Monday through Sunday); plus

(B) \_\_\_\_\_ If initialed by the Service seeker, the Service provider shall receive additional “Holiday “ay” 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	4 <sup>th</sup> of July
Labor Day	Thanksgiving Day
Christmas Day	Other...

(ii) Any reimbursable mileage or other expenses, as specified in Sections 4 and 5 of this Agreement or on the approved weekly timesheet/invoice provided to Service seeker.

**(b) Timesheet/Invoice and Payment for Services.** Service seeker will complete a Timesheet/Invoice at the end of each week listing the days/dates and 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 the Registry verbally, electronically or in writing. No later than each Thursday, Service seeker shall pay to Service provider the prior week’s Gross Pay and reimbursements.

**(c) Service Notes.** If required by Service seeker, the Service provider shall submit a completed Services Notes form, setting forth the assistance, chores and tasks provided to Service seeker during the prior week.

**(d) Professional Liability Insurance.** Service provider shall carry Professional General Liability Insurance at all times while working for Service seeker and shall provide proof thereof, if requested.

4. **TIME AVAILABILITY AND DURATION OF SERVICE.** Service provider shall begin to provide services based on his/her following schedule, start date will be \_\_\_\_\_. If this is a temporary assignment, the service shall end on this date \_\_\_\_\_. The approximate time availability shall be approximately as follows:

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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday

5. **SUPPLIES.** Surgical masks, disposable gloves, hand sanitizer, disposable shoe covers (if desired) that the Service provider will use when providing services to the Service seeker shall be provided by the Service seeker.
  
6. **DRIVING REQUEST & ASSUMPTION OF RISK.** Service seeker and Service provider agree that if the Service provider transports the Service seeker, the Service provider will be restricted to using the Service seeker’s vehicle, and not the Service provider’s vehicle. The party owning the automobile being driven shall maintain in force, at all time that such vehicle is being used by Service provide, Auto Liability Insurance coverage of at least \$100,000.00 Combined Single Limit, and shall provide a certificate or a copy of such insurance policy to the Service provider, for the Service provider’s records.

Service seeker’s initials \_\_\_\_\_

7. **TERMINATION OF SERVICES.** Given the nature of this particular assignment, the Service seeker and /or the Service provider must offer a two-week notice to all parties; Service seeker, and the Registry if one wishes to terminate services. In the event of any such termination, the Service Provider shall never leave the Service seeker unattended, without the permission of the Service seeker or the Authorized Representative, until the Service seeker or Authorized Representative have had a reasonable time to arrange for a replacement Service provider. In the event of the Service seeker’s death, Service provider and Registry shall be notified immediately and the service to the Service provider shall terminate upon such notice, unless the Authorized Representative requests additional services from the Service provider.
  
8. **NON-PAYMENT, LATE PAYMENT & BREACH OF CONTRACT.** Service seeker agrees that if any amount due to Service provider is not paid in full when due, Service provider shall be entitled to charge Service seeker interest on any such delinquent amount at the rate of 18% per annum. Additionally, Service seeker shall be liable to Service provider 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 both Service seeker and Service provider (or Authorized Representative). A copy of any such modification shall be provided to the Registry when signed by the parties.
  
10. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.



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11. **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.

Service Seeker/Authorized Representative print:	Service Seeker/Authorized Representative signature:	Date
Service provider print:	Service provider signature	Date

Intentionally left blank

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## EXHIBIT "A"

### SERVICE PROVIDER RULES

1. **Do not leave Service seeker unattended.** During normal hours when the Service seeker is sleeping or does not require assistance, either (choose and initial one, please):
  - (a) \_\_\_\_\_ Service provider is not allowed to leave the Service seeker's premise; or
  - (b) \_\_\_\_\_ Service provider shall be allowed to leave for breaks of up to \_\_\_\_\_ minutes (or such longer period approved by Service seeker.)

Upon completion of Service provider's work assignment, if another Service provider is schedule to replace Service provider, the Service provider agrees to wait until the replacement arrives before leaving.

2. **Maintenance and Use of Client's Residence.** Service provider shall maintain Service seeker's surroundings neat, clean and safe from hazards. Service provider will not enter rooms in the Service seeker's residence that are not part of the common living space or Service seeker's bedroom and bath, unless requested to do so.
3. **Visitors & Pets At Work.** Service provider agrees not to have any visitors or pets at the Service seeker's residence without Service seeker's approval.
4. **Zero-Tolerance Policy for Violence & Abuse.** Pursuant to Connecticut Law, there shall be zero tolerance for violence and abuse by the Service provider, including, but not limited to sexual abuse, in the performance of services. Threatening language and/or actions directed at Service seeker, other Service providers or any party associated with the Service seeker will not be tolerated and will be handled swiftly and appropriately.
5. **Medication Reminders.** If requested, the Service provider shall provide medication reminders to the Service seeker; but Service provider is not authorized to dispense or administer medications.
6. **Phone Usage Policy.** Service provider is allowed to make phone calls during his/her break time only. Service provider agrees to utilize his or her own cell phone (unless specifically authorized to use Service seeker's.)
7. **Smoking.** The Service provider \_\_\_\_\_ may \_\_\_\_\_ may not (check one please) smoke in Service seeker's residence.
8. **Alcohol and Legal or Illegal Drug Use.** Service provider agrees not to use alcohol and/or illegal drugs at work or arrive at work under the influence of such substances. Service provider agrees to immediately notify Service seeker he/she has received any citations for being influenced by such substances when working and/or when not working.



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9. **Arriving Late for Work.** Service provider is expected to arrive in a timely fashion for each assignment. In the event that the Service provider is running late, the Service provider agrees to notify the Service seeker and/or Authorized Representative in as far advance as possible.
10. **Coordination with other Service providers.** Service provider agrees to provide to any to other Service providers servicing the Service seeker any relevant information regarding changes in Service seeker's health and other service-related issues observed during the prior time period.
11. **Confidentiality & Non-Disclosure.** The Service seeker's life, activities, finances and health-related information are confidential, and protected by HIPPA (Health Insurance Portability and Accountability Act). Service provider agrees not to disclose any such information regarding Service seeker to anyone. Service provider will not photograph or post any images, photos of Service seeker on social media, without Service seeker's specific consent.
12. **Service provider Requests for Time-Off.** Any request by Service provider for unscheduled time off shall be submitted to Service seeker and Registry at least 7 days in advance. If Service seeker requests Registry to schedule a substitute Service provider, but Registry is unable to find a substitute to cover the time-off requests, the Service provider agrees to remain on the assignment and reschedule their time-off, if possible.
13. **Service provider's Property.** Any property or valuables of Service provider shall be maintained and protected and be solely the responsibility of the Service provider. Service seeker and/or Authorized Representative agrees to allow Service provider to have access to remove all of his/her property from the Service seeker's residence. However, Service provider shall have no responsibility for the Service provider's property.
14. **Emergency Procedures.** In the event of a weather-related or other natural disaster or interruption to utilities or route for travel, the Service provider will use best efforts to assist and protect Service seeker. If appropriate, Service provider will coordinate with Authorized Representative, regarding steps to be taken. If necessary, the Service provider shall accompany Service seeker to a shelter for the duration of any such event.
15. **Return of Service Seeker's Property.** At the end of an Assignment, the Service provider will immediately return to Service seeker any of the Service seeker's property in the Service provider's possession, including, but not limited to, household keys, garage door openers, electronics or any equipment used to assist Service seeker's mobility.
16. Non-Disclosure policy.
17. **Other Rules discussed between Service provider and Service seeker.**