

HOMEMAKER COMPANION ARRANGEMENT AGREEMENT

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|--|-----------------|---|-----------|
| Person/Client seeking service: | DOB: | | |
| Residential Address: | City: | State: | Zip Code: |
| Home Phone: | Cell Phone: | | |
| Client's email: | | | |
| All signers capacities (list titles): | Cell Phone: | | |
| Payor's name(s): | Cell Phone: | | |
| Billing address: | City: | State: | Zip Code: |
| Diagnosing/Treating Physician (name/contact): | Ph: | Please submit copy of doctor's diagnosis | |
| Probate Court appointed (circle one): POA Conservator Other, list | Yes No | Please provide copy of Court Appointment | |
| Probate Court Judge; name/contact: | Ph: | | |

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|---|--|--|--|
| Probate appointed Attorney for Client: Pre-qualification documents from (financial institution): | | Ph: | Please provide copy of Court Appointment |
| Person authorized to provide pre-qualification documents at financial institution (name & title): | | Ph: | Please provide copy of Court Appointment |
| Required documents/deposit before signing: | | | |
| <ol style="list-style-type: none"> 1. Prequalification letter(s)/documents 2. Physician's diagnostic report 3. Probate Court authorizations, such as POA, Conservator, Legal Guardian, etc. 4. Non-refundable deposit, applied to account upon commencing service of Service Providers. | | Non-Refundable Deposit Amount: \$ _____ | |

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

Payor: Person(s) guaranteeing payment of Washington Homemaker and Companion WHC LLC a division of Washington Homecare LLC, monthly invoices and authorized to remit to WHC LLC. He/she will send the actual payments authorized by the Client.

Fee Terms: The Client acknowledges that there will be invoices payable from the Service Provider, usually due and payable weekly, and an invoice for “Registry fees” due and payable at the end of each month from WHC LLC.

Washington Homemaker and Companion WHC LLC, a division of Washington Homecare LLC: Referred to as WHC LLC

This Homemaker Companion Arrangement Agreement (the “Agreement”) is entered into on

_____, By and between **WASHINGTON HOMECARE AND COMPANION WHC LLC, Division of WASHINGTON HOME CARE LLC, PO BOX 1244,**

Date

1 KIRBY RD, UNIT 7, WASHINGTON, CT 06793 and the above-referenced Client. If Service seeker is legally, mentally or physically unable to execute this Agreement, the Client shall execute this Agreement on behalf of the Service seeker, thereby binding Service seeker and his/her estate to all obligations and agreements hereunder.

Services Provided by WHC LLC. Client is engaging WHC LLC to recruit independent “Service Providers” that Client can engage to provide non-medical assistance, companionship and light housekeeping (hereinafter referred to as “Assistance”) to assist Service seeker.

1. Relationship Among WHC LLC, Client and Service Provider.

- (a) WHC LLC has been contacted by various independent Service Providers to help them find positions in which they might provide homemaker and companion services.
- (b) If Client elects to engage a Service Provider referred by WHC LLC, Service Provider will be working directly for Client, on behalf of the Service seeker, pursuant to a “Homemaker Companion Agreement” (defined below) between Client and Service Provider. WHC LLC (1) will not be the employer of Service Provider, (2) will not be supervising Service Provider, (3) will not be the one paying Service Provider 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 Service Provider be deemed to be an employee or agent of the WHC LLC. Service Provider will have no authority to bind or act on behalf of WHC LLC in any manner.
- (d) Service Provider and WHC LLC shall be entitled to rely upon directions from and agreements of the Client on behalf of the Service seeker.
- (e) Under no circumstances will Service Provider be allowed or expected to provide names or contact information of other Service Providers (aka Companions or caregivers) for placement with Service Seeker/Client. If an outside Service Provider, or a person of any other title, is inadvertently referred by a Service Provider referred by WHC LLC, then Service Seeker and/or Client agrees to compensate WHC LLC as though the referred party were referred by WHC LLC directly; as though this new Service Provider had gone through WHC LLC as a Registry service. Service Seeker and/or Client agrees to provide all names of any parties that fall within this definition. This applies to short or long term Service Providers. Failure to abide by this is considered a breach of contract.

- 2. Worker Classification & Required Statutory Disclosure.** WHC LLC is aware that many individuals and families engage Service Providers as ‘independent contractors,’ and may file IRS Form 1099 to report the amounts paid. However, pursuant to Connecticut Statutes, WHC LLC is required to disclose to you that, depending on the relationship between Client and Service Provider, Client may legally be found to be the “employer” of Service

Provider. In that event, Client and his/her estate, 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 and filing requirements and recommendations for structuring this relationship to achieve the intended results for tax and regulatory purposes. Please check with the state Labor Department.

3. **Responsibilities of WHC LLC.** WHC LLC shall have the following responsibilities under the Agreement:
 - (a) Upon request by Client, recruit qualified independent contractor Service Providers to provide Homemaker Companion Service for the Service seeker.
 - (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 Service Provider qualifications, number of services required and methods of providing required care.
 - (d) Provide to the Client a form titled Homemaker Companion Agreement and a Plan of Service that Client can negotiate with the Service Provider. Client and Service Provider shall agree on the compensation to be earned by the Service Provider, general requirements of the Assignment, and WHC LLC can assist the Client in the completion of the documents.
 - (e) If requested by Client, the WHC LLC may recruit temporary and/or permanent replacement Service Providers as needed.

4. **Service Provider Requirements & Screening.** Client requires, and WHC LLC agrees, that any Service Provider recruited by WHC LLC must agree to:
 - (a) Provide the services specified in the agreed Plan of Service in a professional manner, as an independent contractor, without any supervision from WHC LLC;
 - (b) Be subjected to a thorough criminal background and reference check by WHC LLC; and
 - (c) Carry Professional Liability Insurance during the Assignment and provide proof thereof.
 - (d) Service Provider is required to negotiate directly with Service Seeker and/or Client/Authorized Representative the hourly/daily rates/wages, holidays, paid holidays, time off, severance pay, if any, visitors, if any are permissible, payment dates, invoicing and all other items contained within this document.

5. **Agreement between Authorized Representative & Service Provider.**
Whenever Client reaches an agreement with a Service Provider on the terms of an Assignment, *Client and Service Provider shall execute a Homemaker Companion Registry Agreement and a Plan of Service setting forth those terms.*

6. **Cost of Services to Service Seeker/his or her estate, approved by Client**
Client shall be required to pay the following for the prior services:
 - (a) ***To the Service Provider (the Homemaker Companion) every week 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 Assistance Agreement.
 - (ii) Any reimbursable mileage or other expenses, as specified in the Homecare Companion Agreement or the approved weekly timesheet.
 - (b) ***To WHC LLC, every month the sum of:***

- (i) “WHC LLC Fees” for its services hereunder, equal to:
- (A) An initial, non-refundable deposit in the sum of \$_____ to be credited toward the first month of WHC LLC Fees.
 - (B) For Hourly work: \$ 8.00 per hour times the number of hours worked by each Service Provider. This rate is subject to review and increase yearly.
 - (C) For short-term, one-time, services: Payment in full shall be rendered upon signing of this Agreement. Short-term service to start on:

and end on: Estimated total payment: \$_____

If the actual total comes to more or less than estimated here, then WHC LLC’s Billing Department will invoice for the balance due or credit the account the remaining credit balance due.

An invoice from WHC LLC’s Billing Department will be sent on a monthly basis, with payment due upon receipt of invoice.

7. **Invoicing Procedure.** Client acknowledges that he/she has obtained the necessary pre-qualification documents indicating fiduciary and financial ability to cover all costs involving care of the Service seeker, including Service Provider invoices and WHC LLC fee invoices. Invoices from WHC LLC are in addition to and separate from all invoices presented for payment by Service Providers. Client understands and acknowledges that they will be receiving separate invoices. Service Providers invoices are usually presented weekly, WHC LLC invoices for “Registry fees” are sent to Client monthly.

Initials: _____

- (A) Required: A pre-qualification letter signed by officer or staff of financial institution(s) or Client’s attorney or tax advisor, as proof of available funding and proof of ability to pay. Other forms of qualifying documents may be used in lieu of a letter upon the discretion of WHC LLC’s owner, Sara Guillemette. They may be copies of: Social Security deposits, tax returns, copy of pension funds, dividend statements or others.
- (B) Invoices will be sent to Client via online payment software, or by USPS mail and Client will appoint one person as Payer to be responsible for opening the online emailed invoice or hard copy USPS mailed invoice, review it and remit amount due to WHC LLC.
- (C) Client testifies that he/she does have an email address and that he/she will be the individual responsible for checking incoming emails and opening the email in order to pay it. Please specify the email address to be used for WHC LLC billing purposes:

_____ and the payer(s) of obligations for the Service seeker: _____.

e. Any changes in email addresses Guarantor agrees to notify WHC LLC Billing Department immediately upon change. The WHC LLC Billing Department email address:

ContactUs@assurancebookkeeping.us. Client agrees to call or email WHC LLC’s Billing Department if there is a question or a problem with an invoice sent by WHC LLC and to receive all calls from WHC LLC’s Billing Department regarding invoices or other pertinent information. WHC LLC Billing Department phone number: 203-940-0967.

8. **Short-Term Fill-In Service Providers.** In the event Client requests that WHC LLC find a short-term “Fill-In Service Provider”, WHC LLC will use its best efforts to locate an appropriate Fill-In Service Provider. A Fill-In Service Provider would be engaged by Client pursuant to this Agreement and such engagement would be subject to all terms of this Agreement. WHC LLC is authorized by Client to propose to a Fill-In Service Provider the Base Pay Rate and other terms contained in the Homemaker Companion Agreement

executed between Client and the Service Provider, plus any additional terms agreed between the Client and the Service Provider.

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 on behalf of the Service seeker. Whether or not Client receives timely payment of such claims from the insurer, Client shall be responsible for timely payments to both Service Provider and WHC LLC Registry fees in accordance with the terms of this Agreement, including during any elimination period before the policy begins to pay for services.
10. **Protection of WHC LLC's Contractual Rights.** In order to protect WHC LLC's investment in recruiting and placing Service Providers, 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 Homemaker Companion Agreement that Client enters into hereunder, Client shall not solicit the services of any Service Provider placed with Client by WHC LLC, nor accept any solicitation for service from any Service Provider placed by WHC LLC, other than through a placement covered by this Agreement with WHC LLC.
11. **Required Statutory Provisions.** Pursuant to Connecticut General Statutes Section 20-670, WHC LLC hereby includes the following provisions in this Agreement: (1) Client (if applicable) through and with assistance from Client has the right to review and request changes to Plan of Service (formerly called Plan of Care), (2) all Service Providers referred to Client are required to submit to a comprehensive background check, (3) upon the request of Client (if applicable) WHC LLC shall provide written notice that a comprehensive background check, as required pursuant to Section 20-678, was performed for all Service Providers providing services for such person, (4) WHC LLC's records are available for inspection or audit by the Department of Consumer Protection, (5) WHC LLC is not able to guarantee the extent to which the services provided to Service seeker 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 Service seeker's residence and shall bear all risk of loss, except for gross negligence of WHC LLC in placing a Service Provider with Client. Client shall indemnify and hold the WHC LLC harmless of any claims, except for gross negligence, arising from the performance by any Service Provider of the services set forth in any Homemaker Companion Agreement hereunder, including, but not limited to, Client-requested usage of his/her automobile by the Service Provider.
13. **Non-Payment, Late Payment & Breach of Agreement.** Client agrees that if any amount due to WHC LLC is not paid in full when due, WHC LLC 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 WHC LLC for all collection agency costs, which begin with a fee of \$250.00 and 30% of the amount to be collected, plus WHC LLC staff or Billing Department 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.
15. **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.

WASHINGTON HOME CARE LLC

Sara Guillemette - Owner

Date

SERVICE SEEKER or CLIENT/AUTHORIZED REPRESENTATIVE

 **Sign here**