

## Work Contract Between Service Provider and Service Seeker/Client

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



Service Seeker's Name (elderly person(s) receiving help):		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		
Client/Authorized Representative Contact information: Mailing address:		Contact phone #'s:	
Email:			
Emergency/Alternative contact:		Contact phone #'s:	
Service Provider's (formerly caregiver) Name:		Service Provider's SS/TIN #:	
Service Provider's mailing address:		Emergency contact (Name/phone/email)	
Service Provider's email:			

### ***Definition of Terms for responsible parties:***

**Client/Authorized Representative** – typically, the family or close friend to the elderly **individual**: the Person(s) authorized to approve and sign Homemaker Companion WHC LLC Agreement and acting on behalf of Service Seeker (the elderly person requiring assistance.) The Client is authorized by an official governing body, such as a Probate Court. Documentation of



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authorization is required, see boxes above. The Client is the person(s) who calls agencies to contract and begin service. They call on behalf of the elderly family member or friend who is in need of assistance.

**Service Seeker:** Typically, elderly Person(s) requiring assistance from homemaker companions (formerly called “caregivers”) which Washington Homemaker and Companion Registry, a division of Washington Homecare LLC will provide. (Note: Recent CT state law has disallowed the use of the term “care” and “caregiver” in contracts and advertisements for non-medical assistance. The terms Service Provider and Homemaker Companion in lieu of the former term “caregiver” is now in use.)

**Service Provider/Homemaker and Companion:** Person providing assistance for the Service Seeker (elderly person).

**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. (Note: The Client (family) or Authorized Representative may also act as the Payer.)

**Fee Terms:** The Client acknowledges that there will be invoices given to them 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 Client” and the above-referenced “Service Provider”. If a Service Seeker is legally, mentally or physically unable to execute this Agreement, the Client or 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 and/or Client has engaged Washington Homemaker and Companion Registry (Div. Washington Home Care LLC) (the “Registry”) to recruit independent contractor homemaker companions that Service Seeker and/or Client 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 and/or Client.
- (c) Service Seeker and/or Client 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

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supervising the Service Provider, and will have no responsibility for any governmental or regulatory filings regarding the services provided by the Service Provider.

- (e) Wage negotiations will be solely between Service Provider and Service Seeker. WHC will not have a role in these negotiations.
- (f) Service Provider will have no authority to bind or act on behalf of Registry in any manner.

2. **SERVICES PROVIDED, NON-MEDICAL “PLAN OF CARE” & SERVICE PROVIDER RULES.** Service Provider shall provide non-medical assistance and shall perform the services listed in the document commonly known as the “Non-Medical Plan of Care” and can be expected to be amended/updated with mutual agreed upon terms between 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/or Client and Service Provider agree to the following terms for this Assignment:

**(a) Service Provider’s Pay.** Service Seeker and/or Client shall pay to the Service Provider the rate negotiated between the two parties, as follows:

- (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) \_\_\_\_\_ Service Provider shall receive additional “Holiday pay” equal to 50% times the Base Pay Rate for services rendered on all of the following paid holidays, unless otherwise negotiated between Service Provider and Service Seeker and/or Client:

<b>Paid Holiday Schedule 2023</b>	
Monday, January 02, 2023	New Year's Day
Monday, January 16, 2023	Martin Luther King, JR Birthday
Monday, February 20, 2023	Washington's Birthday
Monday, May 29, 2023	Memorial Day
Monday, June 19, 2023	Juneteenth National Independence Day
Tuesday, July 04, 2023	Independence Day
Monday, September 04, 2023	Labor Day
Monday, October 09, 2023	Columbus Day
Friday, November 10, 2023	Veteran's Day
Thursday, November 23, 2023	Thanksgiving Day
Monday, December 25, 2023	Christmas Day

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*The following is the standard in home care (state guidelines):*

- a) When the holiday falls within the caregiver's mutually agreed upon weekly schedule, the caregiver is paid in full - regardless if a client chooses to reduce or cancel
- b) Holiday pay is a negotiation and be mutually agreed upon contractually to avoid upsets.
- c) If the caregiver themselves requests a holiday off, it will not be paid unless "paid holidays" and "paid vacations" are both negotiated contractually.
- (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 \_\_\_\_\_.

Note: The week begins at 12:00 AM (midnight on Sundays and ends on 11:59 PM Saturdays)  
The approximate time availability shall be as follows:

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 Client (elderly person) shall be provided by the Service Seeker.



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6. **DRIVING REQUEST & ASSUMPTION OF RISK.** Service Seeker and Service Provider agree that if the Service Provider transports the Client (elderly person), the Service Provider will be restricted to using the Client'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 his/her records.

Service Seeker/Client'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 and to the Registry if one wishes to terminate services. In the event of any such termination, the Service Provider shall never leave the Client 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 Client's demise, Service Provider and Registry shall be notified immediately and the service to the Client shall terminate upon such notice, unless the Authorized Representative requests additional services from the Service Provider. In addition, Service Provider will not be compensated with severance pay unless negotiated and approved by Service Seeker and/or Client. Details and terms for severance pay, if any, shall be in writing only, in section titled "Exhibit A" Item 18 "Other" in this document.
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 and/or Client's estate interest on any such delinquent amount at the rate of 18% per annum. Additionally, Service Seeker and Client 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/or Client and Service Provider. 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.
12. Services Checklist, please check all that apply:

Function	Independent	Needs Help	Dependent	N/A
Bathing				
Dressing				
Grooming				
Oral Care				
Toileting				
Transferring				
Walking				
Climbing Stairs				
Eating				
Shopping				
Cooking				
Managing Medications				
Phone usage				
Housework				
Laundry				
Driving				
Managing Finances				



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

### EXHIBIT “A”

#### RULES FOR THE SERVICE PROVIDER

**1. Negotiations on all terms to be the responsibility and solely between Service Provider and Service Seeker and/or Client.**

Negotiations for wages, time off, breaks, holidays, holiday extra pay, if any, visitors, if any are permitted, severance pay, if any is applicable, or any other and all items are to be negotiated between Service Provider and Service Seeker and/or Client. WHC LLC is not responsible for negotiations of terms between Service Provider and Service Seeker and/or Client.

**2. 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.



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3. **Maintenance and Use of Client's Residence.** Service Provider shall maintain Client's surroundings neat, clean and safe from hazards. Service Provider 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.
4. **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.
5. **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.
6. **Medication Reminders.** If requested, the Service Provider shall provide medication reminders to the Client; but Service Provider is not authorized to dispense or administer medications.
7. **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 Client's phone.)
8. **Smoking.** The Service Provider \_\_\_\_\_ may / \_\_\_\_\_ may not (check one please) smoke in Client's residence.
9. **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.
10. **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 the Client (and/or Authorized Representative in as far advance as possible.
11. **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.
12. **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





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post any images, photos of Service Seeker on social media, without Service Seeker's specific consent.

13. **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.
14. **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.
15. **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.
16. **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.
17. **Non-Disclosure policy.** See form online.
18. **Other rules discussed between Service Provider and Service Seeker:**