



All Sufficient Home Care Services Inc.

Caring Culture... Excellent Care

3080 Ogden Ave. Suite # 307, Lisle IL, 60532

Tel: 708-613-5393; Fax: 815-552-9081

CAREGIVER AGREEMENT

- I. The Parties:** This Agreement is made on _____20____, by and between All Sufficient Home Care Services Inc., ("Recipient"), located at 3080 Ogden Ave. Lisle, IL 60532, and _____("Caregiver").
- II. Term of Agreement:** This Agreement shall commence on _____20____ ["Start Date"] and may be terminated by either party upon reasonable notice to the other party.
- III. Purpose:** The purpose of this Agreement is to set forth the terms and conditions under which the Caregiver will assist the Recipient with instrumental activities of daily living for the Recipient to continue to live at home and prevent the Recipient from moving to a residential or nursing care facility.
- IV. Employment Status:** The Caregiver shall be recognized as a:
- ☐ **W-9 Employee.** This entitles the Caregiver to certain State and Federal rights in addition to being bound to certain withholdings. Caregiver will complete Form-I9 employment eligibility within 3 days of hire. Recipient will withhold the required Social Security & Medicare taxes from the Caregiver's pay, along with income taxes per the Caregiver's instructions on Form W-4 and state withholding form (if applicable). The Recipient will pay Social Security & Medicare taxes as well as federal and state unemployment insurance taxes. The recipient will provide Caregiver with Form W-2 by January 31st after the calendar year concludes. The recipient will report the Caregiver's earnings to the Social Security Administration so that the employee receives the appropriate credits. See Exhibit A for the list of Caregiver's Benefits.
- ☐ **1099 Independent Contractor.** The Caregiver is acting in their own accord providing a service that recognizes the Caregiver as an Independent Contractor as defined under Federal and State law. Therefore, the Caregiver shall bear all responsibility for the payment of Social Security and Medicare Taxes as well as any other withholdings as required under Local, State, and Federal law. If the Caregiver decides at any time to obtain unemployment insurance, they shall have the right to do so under their own accord.



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V. Compensation: The Recipient shall pay the Caregiver \$____ ☐ Hourly ☐ Daily

VI. Schedule: The Caregiver (check one)

- Shall not be bound to a schedule.

- Shall be bound to the following *schedule:

Monday ____ : ____ ☐ A.M. ☐ P.M. to ____ : ____ ☐ A.M. ☐ P.M.

Tuesday ____ : ____ ☐ A.M. ☐ P.M. to ____ : ____ ☐ A.M. ☐ P.M.

Wednesday ____ : ____ ☐ A.M. ☐ P.M. to ____ : ____ ☐ A.M. ☐ P.M.

Thursday ____ : ____ ☐ A.M. ☐ P.M. to ____ : ____ ☐ A.M. ☐ P.M.

Friday ____ : ____ ☐ A.M. ☐ P.M. to ____ : ____ ☐ A.M. ☐ P.M.

Saturday ____ : ____ ☐ A.M. ☐ P.M. to ____ : ____ ☐ A.M. ☐ P.M.

Sunday ____ : ____ ☐ A.M. ☐ P.M. to ____ : ____ ☐ A.M. ☐ P.M.

*Schedule may change from time to time depending on the schedule and routine of the Recipient.

VII. Services to be performed. Services to be provided by Caregiver will include, but shall not necessarily be limited to:

- Transportation and errands:

- Driving clients to medical appointments, therapy, shopping for groceries and other items needed, refilling and picking up prescriptions, and necessary errands for client needs.

Meals:

- Preparing meals as well as daily snacks for clients.
- Purchasing or assisting to order take out or assist with groceries.
- Accompany the client to a restaurant if necessary.

- Medication Reminders:

- Assist client with medication reminding only when medications have been pre-selected by the client or family member and are stored in containers other than the prescription bottles, such as medication reminders.
- Medication reminders must be marked as to the day and time of dosage.
- Medication reminding includes inquiries as to whether medications were taken.



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-Housework:

- Cleaning the bathroom and kitchen area after each use, tidying up the living area, doing light laundry, and changing linens as requested.

- Assistance with ADL's:

- Transferring client from bed, chair, and toilet; ambulation, bathing, hygiene/grooming; toileting; eating.
- Scheduling tasks, managing client's calendars, assisting with making health care appointments, and managing everyday tasks.
- Monitoring the client for safety, including responding to alarm systems to control wandering/fall risks.
- Monitor the client's health and bring health problems to the attention of healthcare providers.

From now on known as the "Services".

VIII. Vehicle. The Caregiver: (choose one)

- - Shall be provided with a vehicle owned by the client to perform the Services the client needs.
- - Shall not be provided with a vehicle. Caregivers shall be reimbursed by the Recipient by the Internal Revenue Service (IRS) reimbursement rate per mile driven.

IX. Social Media. The Caregiver understands that no information about his/her location, plans for the day, or pictures of the client or family members, associates, or friends shall be shared on any social media network. Caregivers will be required to not inform strangers or third (3rd) parties. He or she shall be spending his or her time during the day unless the client grants consent. The client may only grant such consent if he or she can make conscious decisions on their behalf.

X. Amendments. This Agreement may be modified or amended under the condition that any such amendment is attached and authorized by Parties.

XI. Severability. This Agreement shall remain in effect under the circumstance that a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XII. Governing Law. This Agreement shall be governed under the laws in the State of Illinois.



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XIII. Entire Agreement. This agreement and any attachments or addendums represent the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Caregiver and All Sufficient Home Care Services Inc.

Recipient Signature

Date

Caregiver Signature

Date