



a Claire Ades, Inc. Company  
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## AGENCY CAREGIVER AGREEMENT

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Gentle Care Agency, hereinafter referred to as "the Agency" provides self-employed skilled, experienced caregivers to perform non-medical homemaker services.

Caregivers are self-employed and are paid directly by the patient, the patient's family or legal guardian, hereinafter referred to as "the Client". Caregivers shall submit their hours by invoice left for the Client each week on a predetermined day, in a predetermined location, prearranged between the Caregiver and the Client. The Caregiver rate of pay is set by the Agency based on current industry standard for the level of care requested by the Client. The caregiver is responsible for the payment of their own income taxes regardless of whether a tax document is issued by the Client or not.

All duties and procedures requested by the Client shall be explained to the Caregiver based on the information that the Client provides to the Agency prior to the Caregiver accepting any assignment. The Caregiver shall report all Client requests for changes in hours or rates to the Agency. Any changes in scheduled hours shall be reported to the Agency the same day the change and/or request occurs.

The Caregiver shall not use any property or equipment belonging to the Client, unless such use is specified in the scope of duties described by the Client. The Caregiver shall conduct their services professionally, reliably and courteously. The Caregiver shall not eat the Client's food unless working in the capacity of a Live-in Caregiver. The Caregiver shall not use a cell phone for personal matters while on duty. If a personal emergency arises, the Caregiver shall request the Client's permission to contact and consult the Agency regarding any urgent matter. The Caregiver shall at no time use the Client's phone or belongings for Caregiver's personal use.

**The Caregiver shall not refer another person to the Patient for replacement of the Caregiver's own assignment or for any other assignment without prior authorization from the Agency. The Caregiver shall not work any hours privately without the Agency's knowledge. In the event the Caregiver works privately or refers another caregiver to work privately without the Agency's knowledge, the Caregiver shall be liable for all actual loss of profit and the action may result in termination of the Agency Caregiver relationship. The Caregiver shall not bring any family members, friends, caregivers, any other person or animal on duty at any time whatsoever. The Caregiver shall not accept any gift (i.e., cash, furniture, jewelry, automobile) from the Client without prior approval by the Agency and written consent by the Client and/or the Client's legal guardian.**

Caregiver accepts and assumes all responsibility and liability for their own negligence and/or willful misconduct and holds harmless the Agency for any such negligence and/or willful misconduct on part of the Caregiver and understands that any such action may be prosecuted to the full extent of the law.

### Caregiver

*By signing below, the Caregiver agrees and accepts the terms and conditions of this Agreement and acknowledges that it has received a copy of this signed Agreement for his or her records.*

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Caregiver Name (Please Print)

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Caregiver Signature

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Date