

INDEPENDENT CONTRACTOR AGREEMENT

HEALTHCARE AIDE

This Employment Contract is made on the date of _____, 20____, between [name], hereafter referred to as [name], a disabled person residing at and owner of the property at [address], and _____, hereafter referred to as Healthcare Aide or You or Your, an independent contractor healthcare aide.

Agreement

Healthcare Aide agrees to perform the duties and responsibilities commensurate with the position of a *live-in healthcare aide* as set forth in the **Duties** addendum, and shall comply with the requirements described in the **House Rules** addendum.

Section 1: Contract Compensation and Payments

- Monetary Compensation: As compensation for services rendered, You shall be paid the amount of \$200.00 per month salary allowance and an additional stipend of \$200.00 per month for food, payable in installments monthly at the 1st day of the month.
- Partial Pay Periods: Pay periods where You work less than the full month (e.g, first pay period, last pay period, etc.), Your compensation will be amortized proportionally to the number of days worked and the number of days in that month.
- Other Compensation: [name] will also provide a separate apartment with a kitchenette, washer/dryer access, internet access, cable TV access, and the following utilities: water, sewer, electricity, and garbage collection
- Alternate Compensation Arrangements: Your request that a child or spouse be able to live with You in the apartment provided as part of Your standard compensation. In that circumstance an alternate compensation scheme will be defined, agreed upon, and documented in an attachment to this contract.
- Vacations: Paid vacations are not provided
- Reimbursement of Expenses: Upon presentation of an itemized accounting with supporting receipts and/or invoices, [name] shall reimburse You for all reasonable expenses incurred for his benefit with the following exceptions:
 - expenses associated with moving into or out of the apartment provided by him
 - expenses associated with telephone “hook-up” and/or maintenance
 - expenses associated with internet or TV costs that are in excess of the costs of those services he has provided himself.

Section 2: Taxes, Business License and Insurance

You are an independent contractor and not a “direct” employee of [name]. Your residence in an apartment at the home of [name] is a requirement of your employment.

All taxes, insurance, business licenses and costs of doing business shall be Your responsibility. [name] will not be responsible for payments to the IRS, City of _____, _____ County, State of _____, Department of Revenue, Employment Security, L&I or any other governmental entity that become due pursuant to the earnings of the Healthcare Aide.

Section 3: Drug Test

As a condition for continued employment, You agree to voluntarily submit to a drug test at any time requested by [name].

Section 4: Confidentiality

Any confidential and proprietary information to which You will have access during the course of this agreement constitutes a valuable, special and unique asset and shall remain the exclusive property of [name].

Without prior written approval by [name], You shall not at any time, whether before, during or after the course of this agreement:

- use or disclose to any person for any purpose other than for the benefit of [name], any confidential or proprietary information,
- permit any person to use, examine or make copies of any documents, files, data or other information which contain or are derived from confidential or proprietary information, whether prepared by You or otherwise coming into Your possession or control.

Section 5: Termination

Upon termination of this contract, You agree to:

- remove all of the Your personal property from the premises,
- return all of [name]'s personal property in Your possession, and
- vacate the apartment provided by [name] as a payment for Your services within _____ [] hours [] days.

Any personal property that You have left behind that is not removed within 30 days becomes the property of [name] and may be disposed of as he sees fit.

- Termination by Non-Renewal: Either party may terminate this contract by giving no less than 14 days' notice in writing to the other party.
- Termination by [name] For Cause: [name] may terminate this agreement upon giving written notice, if any of the following events occur:
 - an act or omission in bad faith by You which results in material detriment to [name];
 - Your conviction of a felony;
 - misappropriation or theft by You or Your visitors of [name]'s property;
 - willful misconduct by You involving dishonesty or unethical business practices;
 - a breach in confidentiality as specified in Section 4,
 - Your inability for whatever reason, to competently perform all the essential functions of this position;

- Your failure to comply with the House Rules;
- Your failure to rectify to the reasonable satisfaction of [name], any breach of this agreement after receiving notice of the nature and extent of the breach;
- abuse by of alcohol or drugs resulting in material damage to the reputation or personal interests of [name];
- refusal to submit to a drug test as described in Section 3.

You agree that upon “Termination by [name] For Cause” due to any of the aforementioned reasons will nullify Your and [name]’s previous agreement to vacate the apartment, and may result in Your immediate vacation of the apartment at [name]’s direction.

- Termination by Healthcare Aide For Cause. You may terminate this agreement upon giving written notice, if any of the following events occur:
 - refusal by [name] to pay You the agreed upon salary and/or food stipend at the;
 - refusal [name] to provide You the agreed upon apartment and utilities listed in Section 1;
 - _____
 - _____

Article 6: Binding Effect

This agreement is the entire agreement between the parties and supersedes all prior agreements, representations, negotiations and statements. This agreement shall not be modified except in writing as approved and signed by both parties.

Article 7: Legal Expense

If any action is required to enforce the provisions of this agreement, the prevailing party shall be entitled to recover any attorney’s fees, costs and expenses incurred therein.

Agreement: the parties hereby execute this contract on the date above mentioned.

Name: _____ Name: _____

Signed _____ Signed _____

Address: _____ Name: _____

_____ Signed _____

Phone: _____ Phone: _____

HEALTHCARE AIDE

DUTIES:

1. Preparing at least one (1) meal per day
2. Housecleaning, which typically includes sweeping, dusting, laundry, dish washing, cleaning and disinfecting of all bathroom fixtures, and mopping of all hard surfaced and/or tiled floors every other week
3. Cleaning and care of upstairs (e.g., the master bedroom, master bathroom and kitchen, etc.) as required at the finish of each day
4. Assisting [name] with bathing, dressing and all personal hygiene needs
5. Attending to all other miscellaneous healthcare needs as specified by [name] and commensurate with commonly defined self-directed healthcare aid
6. Accomplishing errands, as needed
7. Transporting [name] to and from work, appointments, social engagements as needed
8. _____
9. _____
10. _____
11. _____
12. _____

Note: the above list of duties should be considered as only a cursory summary of typical activities You are responsible for as a condition of employment and should not be considered the complete nor total list of possible activities [name] may request and require assistance to accomplish.

HOUSE RULES

To avoid any miscommunication or misunderstanding between us or between you and your fellow aide, I have established some simple principles and house rules.

- My vehicle is to be used only for my own transportation; it is not to be used at any other time for any other purpose without my specific permission. The vehicle employs a GPS tracking system to ensure its location at any time.
- Please do **not** smoke in the house, **only** outside.
- Please do not smoke in the van.
- Please, do not use my telephone to make long distance phone calls. If you do not have your own telephone service yet, you may **temporarily** use the house phone for **local calls only**, as long as it does not conflict with my use of it.
- If you are given permission to use some item of my property, please **do move it or remove it** from the upstairs or the location we agreed upon for it to be used without prior approval.
- Please, do not use my personal items without my knowledge and explicit permission; for example: computer, tools, Rx, aspirin, band-aides, clothes, shaver, etc.
- Do not make copies of the house keys, or my car keys.
- The house and apartment keys are for your use only; do not give them or the car keys to anyone else for any reason.
- There should be **no firearms or any other lethal weapon** upon the premises.
- **No illegal drugs** or substances are permitted on the premises by you or your guests.
- **No stolen or illegal items** or property are permitted on the premises.
- When using anything on the premises that doesn't belong to you; if you damage, break, or lose it, you are responsible for repairing or replacing it.
- Your guests and their actions are your responsibility. Consequently, you will be responsible for replacing or repairing any items that are broken, damaged or stolen by your visitors.
- Your apartment is meant for you to occupy only. No other permanent occupants are allowed.
- Overnight guests should be limited to once a week, except for special situations and only when discussed with me **prior** to their stay.
- The store room is not to be used for your private storage.
- Please do not use my kitchen and/or cooking items without my prior permission.
- Please do not take or eat my food without prior explicit permission and agreement to replace or repay the full value of each item consumed.
- When using my kitchen, it is your responsibility to clean up all food stuffs and dishes after every meal. Please, **do not leave dirty dishes out** in my kitchen over night or where someone else will have to clean up after you in order to use it.
- In general; the items upstairs are my private property. Please respect that fact and use them only with my prior explicit permission.

If you have any questions regarding any issue discussed above or any other issue not included in the above list, please feel free to discuss them with me.