CAREGIVER AGREEMENT

I (the caregiver) accept the position of a home care aid to the care of ITN Health America.

The care Recipient is a client of ITN Health America _____ and is accepting the Assignment with the care Recipient,

I agree to comply with, And meet the following rules and requirements:

1. I will provide the Care Recipient with personal care (assistance with activities of daily living), housekeeping and companionship services to my best abilities.

2. I will follow instructions and specifications given to me by ITN Health America and by the care recipient or his/her family members, social worker, case manager, etc. I understand that the specifications may change as the Care Recipient's condition and situation changes.

3. I must report any significant changes occurring on the Assignment to ITN Health America and the Care Recipient's agents.

4. Specifically, if a) the Care Recipient suffers an injury and/or is admitted to a hospital, b) the Care Recipient passes away, c) I become ill and unable to provide the Care Recipient with my services.

5. I MAY NOT TERMINATE THE ASSIGNMENT AND LEAVE THE CARE RECIPIENT ALONE BEFORE ITN Health America or the Care Recipient's agents place a new caregiver. Violation of this clause automatically results in elderly abuse complaint filed against me with the authorities locally, and in the place of my permanent residence.

6. I MAY NOT SELL ASSIGNMENT, PROVIDE SUBSTITUTES FOR MY DAYS OFF, TEMPORARY REPLACEMENTS.

7. 2 days wages security deposit is non-refundable should the caregiver a) not show for start or cancel after all arrangements were made, b) lose the assignment at fault or c) quit the Assignment and leave the Care

Recipient prior to ITN Health America securing a replacement.

8. The Caregiver is reimbursed with room and board for the days on the assignment. After this period the Caregiver is reimbursed with room, board and daily salary $ before/after taxes, payable weekly or biweekly.

9. The Caregiver is required to work 12 days, and take two days off every other weekend. The Caregiver's first weekend off is on and every other weekend thereafter (subject to change).

10. A severance pay of 14 days salary is secured by ITN Health America. It is not breach pay to Caregiver by the Care Recipient or his/her agents, upon fulfillment of the assignment. If the Caregiver is terminated prematurely for a cause or terminates the assignment prematurely and does not receive the severance pay, the following applies:

  11. If the Caregiver is terminated prematurely for a cause, the Caregiver has lost the severance pay.

  12. If the Caregiver terminates the assignment prematurely at any time 70 days after the placement date, the Caregiver forfeits the severance pay.

  13. If the Caregiver terminates the Assignment prematurely within 70 days from the placement date, and is at no fault leading to the termination is not in breach of this Agreement and ITN Health America collected all of its dues connected with the Assignment from the Care Recipient or his/her agents, ITN Health America will issue a severance pay to the Caregiver calculated as follows:

  14. 14 days salary - number of days worked x daily salary/20% Failure to comply with any one of the rules and requirements stipulated in this agreement constitutes a breach of this Agreement.

Such breach of may result in premature termination of the assignment with the care recipient, loss of the severance pay, loss of future referrals and possible legal action against me. I agree to releases, discharge, indemnify, hold harmless the Care Recipient, family, agents, and their representatives as well as ITN Health America And their employees and agents from any loss, ability, damage or costs whatsoever arising out of or related to any loss, damage or injury (including death) to me arousing out of or in any way connected with participation in the activities of performing as a Caregiver. I have read and fully understand the contents of the entire Agreement and consider it valid and binding.

Placement Date:_____ Date:_____

_____ The Caregiver_____