

AGREEMENT FOR CARE

In consideration of the mutual covenants contained herein, Mid-Shore Residential Care & Services, Inc. (hereinafter referred to as “Mid-Shore Residential”), will provide an employee to perform the services of _____

(Job Description Attached on Schedule “A”)

to _____
(hereinafter referred to as “client”).

For the Time Period of _____

At the Hourly Rate of _____

Weekday Rates:

7 a.m. – 3 p.m. _____
11 p.m. – 7 a.m. _____

3 p.m. – 11 p.m. _____
Other: _____

Weekend Rates

7 a.m. – 3 p.m. _____
11 p.m. – 7 a.m. _____

3 p.m. – 11 p.m. _____
Other: _____

A prepayment equal to one (1) week’s care or services is to be tendered to Mid-Shore Residential before services will commence.

The client will NOT pay employee directly for this service, but will pay Mid-Shore Residential each week after receiving its invoice.

Bills are payable on receipt. After fourteen (14) days, interest accrues at a rate of one and a half (1-1/2 %) percent per month, eighteen (18%) percent annually, plus all costs of collection, including attorney’s fees of twenty (20%) percent of the total amount due.

Any services provided by the same employee in excess of forty (40) hours per week, in excess of eight (8) hours in a twenty-four (24) hour day, or on holidays will be billed at a rate of x one and a half (1.5).

Live-in care givers are exempt from forty (40) hour per week rule.

Mid-Shore Residential Requires a four (4) hour minimum on all jobs, unless agreed otherwise in advance.

Client must sign time cards each week indicating whether the hours recorded are correct and the work performed in a satisfactory manner.

Location: The services rendered shall be performed at

(Address)

Term: This Agreement shall become effective on _____, 2____, and shall remain in effect until the First Anniversary from such effective date unless sooner terminated or extended pursuant hereto. This Agreement may be extended by written agreement of the parties for one or more additional terms. Either party shall have the right to terminate this Agreement, at any time with or without cause, on written notice to the other party giving seven (7) days notice before termination.

Medicine: If services are provided by an employee, other than an R.N., LPN/LVN, CMA, the employee shall NOT administer medications.

Claims: Mid-Shore Residential will not be responsible for any claims under its fidelity bond unless claims are made within fourteen (14) days after an occurrence.

Motor Vehicles: Client will not authorize Mid-Shore Residential Employees to operate any vehicle without first obtaining permission from an officer of Mid-Shore Residential.

Non-Employment: CLIENT AGREES NOT TO EMPLOY, EITHER DIRECTLY OR INDIRECTLY, ANY EMPLOYEE OF MID-SHORE RESIDENTIAL FOR A PERIOD OF ONE (1) YEAR FOLLOWING THE TERMINATION OF THIS AGREEMENT. In the event the client violates this Agreement not to employ, the client agrees to pay Mid-Shore Residential, ON DEMAND, the sum of THREE THOUSAND (\$3,000.00) DOLLARS LIQUIDATED DAMAGES, plus costs and reasonable attorney’s fees of Five Hundred (\$500.00) Dollars.

Mid-Shore Residential Obligations

- A. Assign, to the best of its ability, the proper personnel to accommodate the client.
- B. Screen all personnel before making referrals. Qualifications and competence will be determined.
- C. Maintain Employees files with:
 - 1. Application and skill assessment;
 - 2. Documentation of continuing education and special training;
 - 3. Three professional and three personal references;
 - 4. Verification of license and certificates;
 - 5. Health examination --- when the job requires;
 - 6. Job description; and
 - 7. Evaluation --- when the job position requires.
- D. Match employee skill and experience to client needs.
- E. Provide proof of orientation to client or facility upon request.
- F. Assume full employee wages and tax responsibility.
- G. Maintain workers compensation, liability insurance and FICA.
- H. Bill the client weekly for its services in accordance with the rates set forth herein. These rates remain in effect for the term of the Agreement, unless direct cost and minimum wages increase causing Mid-Shore Residential to make a rate adjustment. A thirty (30) day notice is given before any price increase.
- I. Mid-Shore Residential has a policy, which it strictly enforces for the protection of the client/facility. There must be two (2) employees that know each job description. Therefore, at the beginning of each job, we may rotate employees for the first week. This applies mainly to a long term care or for a long term contract.

Termination: The employee may be terminated at the absolute will of the employer, with or without cause.

Mid-Shore Residential is NOT in any manner an insurer or responsible party of the Health, Safety or Welfare of the client and expressly disclaims any and assumes no liability for the same in any capacity. The client, as a material inducement to Mid-Shore Residential to accept the client, hereby absolutely, unconditionally and irrevocably waives and releases all and any such liability or responsibility of Mid-Shore Residential for the acts or omissions of the employees.

Mid-Shore Residential Care & Services, Inc.
Cordova, MD

**“Let Us Help”
 In-Home Care Support Services
 (410) 820-1131**

THIS AGREEMENT is the entire Agreement between the parties hereto, there being no prior written or oral promises or representations not incorporated herein. This Agreement shall be binding upon and shall incur to the benefit of the parties hereto and their respective successors and assigns; PROVIDED HOWEVER, that this Agreement shall not be assignable by either party without the others written consent. Any amendment hereto shall be in writing and signed by both parties.

**MID-SHORE RESIDENTIAL CARE
 AND SERVICES, INC.**

Date: ____/____/____ BY: _____
 Joyce M. Blizzard, President

Date: ____/____/____ _____
 Client

Date: ____/____/____ _____
 Client

CREDIT HISTORY APPLICATION MUST BE COMPLETED BY EACH CLIENT.

Client: Please describe the type of job you are requesting the employee to do for you:

Client Automobile Release of Liability

CLIENT AUTOMOBILE/CLIENT AS A PASSENGER IN EMPLOYEE
AUTOMOBILE RELEASE OF LIABILITY.

I may ask the employee to drive my automobile as a part of the services I need.

I acknowledge that I have the primary responsibility for my automobile insurance. I agree to hold the agency employee from Mid-Shore Residential Care agency harmless in the event that there is an accident in which there is damage to my automobile or injury to its occupants, or in the event that I am (or a family member) injured while a passenger in the employee’s automobile.

Client or Responsible Party --- Date

Claims Representative

Insurance Company

Telephone Number

Policy Number & Expiration Date

Agency Representative

Coverage

A vehicle is not to be driven by the employee, without prior written authorization from the client to the agency. Agency’s insurance does not cover loss or damage caused by employees operating the client’s owned or leased vehicle. The client accepts full responsibility for any and all claims. If the agency employee drives his/her own vehicle or agency’s vehicle is used, the client will be billed 25¢ a mile, plus time.