

## CAREGIVER AGREEMENT

**Employer:**

Business Name: New Era Support Services, Inc.

**Employee:**

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

This agreement is valid only if the Employee is authorized to work in the United States and is cleared to provide direct care services by the Illinois Department of Public Health.

### 1. Duration of Agreement

The initial contract shall be for a period of 90 days from the date the Employee first assumes his/her duties and may be extended by written notice for additional time frames at the discretion of the Employer.

### 2. Job Description

The Employee agrees to carry out the tasks as outlined in the Caregiver Job Description.

### 3. Work Schedule

The Employee shall work the hours assigned by the Employer. The Employee shall receive 50% more than the regular wage for any hours worked over 40 hours in any five consecutive days with no employee working more than 12 continuous hours at any given time.

### 4. Wages and Deductions

The Employer agrees to pay the Employee, a wage of \$\_\_\_\_\_per hour. Wages shall be paid on the 1st for Hours worked from the 16th of the month through the end of the month; and the 16th for hours worked from the 1st of the month through the 15th. If the 1<sup>st</sup> or the 16<sup>th</sup> happens to be on a Sunday, paychecks will be available on Monday.

The Employer is responsible for withholding Income Tax, Social Security and Medicare taxes and Federal Unemployment Tax Act (FUTA). The Employer is responsible for depositing all taxes withheld on behalf of the Employee.

**5. Mileage and Expenses**

Commuting to points of service is the responsibility of the Employee. Prior approval by the Employer is required before incurring mileage and expenses. Requests for reimbursements must be documented on the appropriate form. Mileage is reimbursed at the prevailing rate established by IRS for the business use of a personal vehicle.

**6. Workers' Compensation**

The Employer shall register the Employee for Workers' Compensation insurance and make no deductions from Employee wages for the payment of premiums.

**7. Notice of Resignation**

The Employee agrees to provide least two weeks' advance notice when resigning his/her employment.

**8. Notice of Termination**

Employment is at will. The Employer may immediately terminate employment for cause or provide two weeks' notice when the Employee's service is no longer required.

**9. Standards of Conduct**

The Employer is committed to the highest standards of ethical and professional conduct. The Employee shall adhere to the Employer's policies and procedures relative to their job functions and shall comply with all legal and regulatory requirements.

**10. Direct Employment by Clients**

The Employee agrees to not solicit or independently accept work from any clients of the Employer during his/her employment and for a period of one year thereafter. The Employee is advised that Service Agreements with all Clients contain a similar restriction, which may be released at the discretion of the Employer.

**11. Applicable Legislation**

The Employer abides by all applicable Federal, State and local labor laws and regulations including requirements established by Illinois labor standards.

IN WITNESS WHEREOF the parties acknowledge that they have read, understand and accepted all the terms and conditions stipulated in the agreement.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Employer

\_\_\_\_\_  
Date