

PersonalCNA.com LLC

CAREGIVER AGREEMENT

This Caregiver Agreement ("Agreement") is made this ___ day of _____, 202___ by and between _____ ["Recipient"] and PersonalCNA.com LLC ["Caregiver"].

1. Term & Termination of Agreement. This Agreement shall commence on _____, _____, 20____ "Effective Date" and may be terminated by either party upon 7 days written notice to the other party.

2. Purpose. The purpose of this Agreement is to set forth the terms and conditions under which Caregiver will assist Recipient with instrumental activities of daily living.

3. Location. Caregiver agrees to provide care to Recipient at their home with a mailing address of _____, City of _____, State of Florida.

4. Assigned CNA. The assigned CNA for providing services to Recipient will be Procisa Lawry.

5. Employment Status. The Caregiver shall be recognized as a 1099 Independent Contractor. The Caregiver is acting in their own accord providing a service which recognizes the Caregiver as an Independent Contractor as defined under Federal and State law. Therefore, Caregiver shall bear all responsibility for the payment of Social Security and Medicare taxes as well as any other withholdings as required under Local, State, and Federal law.

6. Compensation. Recipient shall pay Caregiver \$_____ per hour plus other fees such as vehicle mileage (paragraph 11) and any incurred trip fees (paragraph 7). Compensation is due weekly (by check or electronic card payment) at the end of the day on the last day worked of the week.

7. Minimum 4 Hour Care-Visit. Recipient shall receive a minimum of 4 billable hours of care per care-visit. If the Recipient requests Caregiver to work fewer than 4 hours per care-visit, then there shall be a \$20 trip fee in addition to the hourly rate. A minimum 2 hour charge plus a \$20 trip fee will be accessed on any visit of 2 hours or less.

8. Schedule. The schedule below may change from time-to-time depending on the schedule and routine of the Recipient. Changes to the schedule by either party shall be made one week prior to the care-visit being changed. Care-visits canceled by Recipient less than 24 hours prior to the visit shall be billable at 50% of the normal rate and charges.

The Caregiver: (check one)

- Shall not be bound to a schedule.
- Shall be bound to the following schedule.

Monday: ___:___ A.M. P.M to ___:___ A.M. P.M
Tuesday: ___:___ A.M. P.M to ___:___ A.M. P.M
Wednesday: ___:___ A.M. P.M to ___:___ A.M. P.M
Thursday: ___:___ A.M. P.M to ___:___ A.M. P.M
Friday: ___:___ A.M. P.M to ___:___ A.M. P.M
Saturday: ___:___ A.M. P.M to ___:___ A.M. P.M
Sunday: ___:___ A.M. P.M to ___:___ A.M. P.M

9. Services to be Performed. Services related to house cleaning such as cleaning floors, bathrooms, dishes, laundry etc shall be limited to the lesser of 2 hours maximum, or 50% of the time during the care-visit.

Services to be provided by Caregiver will include, but is not limited to:

- Monitoring the Recipient's health and vital signs.
- Monitoring the Recipient for safety.
- Ensuring the Recipient is taking all medications as prescribed.
- Assisting the Recipient with exercising routines.
- Transferring Recipient from bed, chair, and toilet (assistance only as physically possible).
- Personal hygiene, bathing, grooming, toileting, eating.
- Driving Recipient to medical, dental, adult day care and other appointments and activities.
- Shopping for groceries and other items.
- Running other errands for Recipient including but not limited to: _____

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- Filling/refilling prescriptions.
 - Preparing ___ meals per day as well as daily snacks for Recipient.
 - Acting as a companion at restaurants or other locations with the Recipient.
 - Scheduling tasks, managing the Recipient's calendar, making appointments with health care services and managing everyday tasks (e.g. haircuts, dental, etc.)
 - Paying Recipient's bills, balancing Recipient's check book, making deposits, dealing with health insurance, and other paperwork.
 - Laundry of up to 2 loads per care-visit.
 - Changing linens.
 - Dishwasher loading, washing and unloading.
 - Cleaning Recipient's living area (specify cleaning type, area and frequency):
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10. Disclosure To Other Parties, HIPAA Privacy. Recipient authorizes Caregiver to disclose information about their care-visits (which includes but is not limited to Recipient's behavior, mental state, home condition, personal hygiene, shopping and doctors visits) to the following people only:

11. Vehicle. (a) The Caregiver and Recipient agree: (choose one)

- Caregiver shall be provided with use of Recipient's vehicle to perform the services.
- Caregiver shall use their own vehicle to perform services.
- Caregiver shall use a combination of Caregiver's vehicle and Recipient's vehicle as dictated by circumstance or the then request of either party.

(b) Vehicle expenses shall include mileage at the rate of **\$0.585 per mile** when Caregiver is required to use their vehicle for transportation of Recipient or when driving to conduct requested errands. Caregiver shall be required to maintain a mileage log and submit to the Recipient at the end of the payment period if any miles were driven during the care-visit.

(c) Caregiver and Recipient are required to maintain proper vehicle insurance and agree to hold Caregiver harmless for any accident. Claims by Recipient against Caregiver related to any accident shall be limited to the amounts covered by insurance.

12. Power Of Attorney Disclosure.

The Recipient: (check one)

- Has not signed a Power Of Attorney in connection to their care as of the date of this agreement. Recipient agrees to notify Caregiver (and furnish a copy) if a Power Of Attorney is created in the future during the term of this agreement.
- Has signed a Power Of Attorney in connection to their care. A copy of the Power Of Attorney shall be included with this agreement.

13. Covid 19 Disclosure. The parties hereto agree to disclose to each other the vaccination status of Caregiver and Recipient on an ongoing basis. No care-visit shall be conducted by Caregiver if anyone in the Recipient's home (or Caregiver) has tested positive for Covid19 in the previous 14 days. All parties shall have the right to request a covid test by the other party if the party is exhibiting signs of Covid19. All parties agree to hold the other party harmless in the event a Covid19 infection was unknown (or otherwise should have been known but was not) at the time of a care-visit which may result in suffering, injury or loss of life.

14. Social Media. Caregiver understand that no information about Caregiver's location, plans for the day, pictures of the Recipient or family members, associates, or friends shall be shared on any social media network unless Recipient specifically agrees in writing to give a testimonial. Caregiver will be required to not inform strangers or 3rd parties where Recipient shall be

spending their time during the day unless the Recipient grants consent. Recipient may only grant such consent if he or she is able to make conscious decisions on their own behalf.

15. Amendments. This Agreement may be modified or amended under the condition that any such amendment is attached and authorized by the Parties.

16. Severability. This Agreement shall remain in effect under the circumstance a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

17. Governing Law. This Agreement shall be governed under the laws of the State of FLORIDA.

18. Binding Arbitration. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial (or other medical related) Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

19. Entire Agreement. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Caregiver and Recipient.

20. Binding Effect. This contract binds the parties, their successors and assigns, or their legal representatives, or their heirs, executors, and administrators.

Recipient Signature

Date

Caregiver Signature - Procisa Lawry CEO, PersonalCNA.com LLC

Date