

Winsted Home Care Service
P.O. Box 685
Winsted, CT 06098
Tel. (860) 379-3259 Fax. (860) 738-9633
Serving Northwest Connecticut Since 1980

INDEPENDENT CONTRACTOR APPLICATION PACKAGE

IDENTIFICATION:

Name: _____ SSN: _____

Address: _____ EIN: _____

City/State: _____ Zip: _____

Cell Phone: _____ Home Phone: _____

Email Address: _____

Are you under the age of 18? YES / NO

Are you a US citizen? YES / NO If no, US entry date: _____

Circle Position Applying For: Homemaker Caregiver / Companion / Live-In Homemaker Caregiver

Do you speak any other language? _____

Circle when are you available: Mornings / Days / Evenings / Overnight / Weekends

Have you been previously trained as a: CNA / HHA / PCA / Other _____

Do you hold a technical or professional license? YES NO

If yes, explain: _____ State Issued: _____ Lic #: _____

Do you have Professional Liability Insurance? YES NO Policy# _____

EDUCATION:

<u>Name/Location</u>	<u>Dates To/From</u>	<u>Years Comp</u>	<u>Graduated?</u>	<u>Degree</u>
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High School _____

Nursing School _____

College _____

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EXPERIENCE:

List all significant full and part time positions, including you present position. Give your present position first then list the prior, etc. Attach resume or extra sheet if needed.

Are you currently employed? YES / NO If yes, may we contact current employer? YES / NO

1.
EMPLOYER _____ PHONE _____
ADDRESS _____
SUPERVISOR _____ YOUR TITLE _____
DATE STARTED _____ DATE ENDED _____
PART TIME _____ FULL TIME _____

2.
EMPLOYER _____ PHONE _____
ADDRESS _____
SUPERVISOR _____ YOUR TITLE _____
DATE STARTED _____ DATE ENDED _____
PART TIME _____ FULL TIME _____

3.
EMPLOYER _____ PHONE _____
ADDRESS _____
SUPERVISOR _____ YOUR TITLE _____
DATE STARTED _____ DATE ENDED _____
PART TIME _____ FULL TIME _____

PERSONAL REFERENCE:

Name: _____ Phone: _____
Address: _____ Years Known: _____
Title / Occupation: _____

PROVISION OF INDEPENDENT CONTRACTOR APPLICATION:

I hereby agree to abide by and observe all the policies and rules of Winsted Home Care Service which are made a part of the terms for referral with the Registry for which this application is made. I further agree that any false information or statements made during this application process shall be cause for summary rejection and registration with Winsted Home Care Service.

Signature: _____

Please print your name: _____ Date: _____

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INDEPENDENT BUSINESS CONTRACTOR AGREEMENT

This Agreement is entered into on this _____ day of _____, 20____ between Winsted Home Care service (WHCS) and _____ of _____ here after called (the Contractor) to provide professional services to the clients of Winsted Home Care Service, a home care registry licensed in the State of Connecticut. The Contractor fully and completely understands that they are utilizing the registry as a source for referrals of clients contracted with WHCS.

1. **Independent Contractor:** WHCS engages the Contractor to perform the services as set forth in this Independent Business Contractor Agreement and as otherwise requested by WHCS and the Contractor voluntarily enters into this Independent Business Contractor Agreement.
2. **Duties:** The Contractor's responsibilities are set forth in the client or patient Plan of Care (POC) which may be amended in writing or verbally from time to time and this Agreement or as otherwise directed by the client or patient or their representative acting on behalf of the client or patient.
3. **Term:** This Agreement is in force when signed even if actual services are not provided until a later date. The Contractor begins providing services on the date any client referral is made and for as long as our client or patient requires services or until such time the services are terminated by failure to uphold the terms of this Agreement or there is a change in the client or patient POC which affects the ongoing performance of said services as deemed by the client or patient.
4. **Payment:** This is the sole responsibility of the client or patient; WHCS has no obligation to pay you for your services regardless if the client or patient fails to pay the Contractor. The Contractor is responsible for their own profit and / or loss.
5. **Expenses:** During the term of this Agreement, the Contractor may bill the client or patient for supplies and / or materials used while performing services under the POC for the client or patient, when approved in advance, with the client or patient and at no time will be reimbursed by WHCS for those supplies used in the care of the client or patient.
6. **Written / Oral Reports:** The Contractor as part of the services provided, and not as an additional cost, may be asked to provide client or patient care documentation and / or reports requested by WHCS, or the client or patient as needed in order for WHCS or the client or patient to be paid or reimbursed by a third-party payer.
7. **Confidentiality:** The Contractor acknowledges that during the engagement the Contractor will have access to and become acquainted with various medical, financial and personal information about the client or patient and WHCS. The Contractor agrees not to disclose any confidential information directly or indirectly, or use it in any manner (including for competition purposes), either during the term of this

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Agreement or at any time thereafter, except as required by law. This provision is a material term of the Agreement. Breach of it is grounds for the immediate termination of this Agreement without prior notice or consideration, forfeiture of any payment due to the Contractor by the client or patient and recovery of any damages suffered by WHCS.

8. **Working Directly for the Client or Patient:** The Contractor shall devote as much of the Contractor's productive time, energy and abilities to the performance of his / her duties hereunder as is necessary to perform the required duties in an efficient and professional manner. However, nothing in this Agreement in any way prohibits the Contractor from offering the Contractor's services to others or working for an employer, except for the present or former (defined as obtaining services from WHCS within the past 6 months) client or patient of WHCS. If the Contractor performs any work or services to the present or former (as defined herein) client or patient outside of this Agreement it will result in immediate termination and forfeiture of any money due to the Contractor, plus damages which may be imposed upon by WHCS. This prohibition will remain in effect for 6 months after this Agreement ends or the client or patient terminates its Agreement with WHCS, regardless of the reason for termination.
9. **Termination of Membership:** WHCS or the Contractor may terminate with 14 days' prior notice this Agreement any time by providing written notice to the other and client or patient. This Agreement will immediately terminate without prior notice if 1.) the Contractor is any way unprofessional or acts inappropriately when providing services including any suspension of license, if applicable; 2.) the Contractor is arrested or convicted of any crime including, pleading guilty, pleading no contest, or has an arrest nulled; 3.) the Contractor takes a loan, monetary gift or gift from a client or patient; 4.) fails or refuses to comply with the written or oral directives of WHCS (especially the POC); or 5.) is guilty of misconduct in connection with performance hereunder; or breaches any provision of this Agreement. This is a material term of this Agreement. If the Contractor is terminated under this section, the Contractor will have no right to any payment due and may be liable to WNSC for any damages suffered.
10. **Independent Contractor:** This Agreement or any of the policies, oral, written, explicit or implied or acts of WHCS shall not render the Contractor an employee, partner, agent of WHCS for any purpose. As an independent business contractor, WHCS shall not be responsible for any federal or state withholding. The Contractor shall have no claim against WHCS for sick time, vacation time, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment compensation insurance benefits or employee benefits of any kind.
11. **Income Tax Responsibility:** The Independent Contractor is responsible for paying applicable federal and state taxes on the income received from the client or patient who is the direct employer of the Contractor. The Contractor is therefore responsible for maintaining accurate copies of invoices, tax records and for completing tax forms which may be requested by clients or patients for the purpose of tax filing preparation.
12. **Motor Vehicle and Professional Liability Insurance:** The Contractor must have, if needed, a valid driver's license and current automobile insurance policy if any driving is involved, including to or from

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the client or patient. The Contractor is responsible for obtaining and maintaining personal Professional Liability Insurance coverage.

13. **Choice of Law:** The laws of the State of Connecticut shall govern this Agreement.
14. **Assignment:** The Contractor shall not assign any of its obligations or responsibilities to any relievers without the prior written consent of WHCS who under normal conditions will provide the Contractor with a reliever, if applicable. It is WHCS and the Contractor's responsibility to ensure the reliever is trained on specifics of the Contractor's assignment prior to the Contractor taking time off.
15. **Modification or Amendment:** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the Contractor and WHCS.
16. **Entire Understanding:** This Agreement constitute the entire understanding and agreement of the Contractor and WHCS, and any and all prior agreements, understandings, and representations whether verbal or written are superseded by this Agreement and are no longer valid or in effect.

WINSTED HOME CARE SERVICE, LLC:

Darlene Eid-Grant

INDEPENDENT CONTRACTOR:

(Please print and sign name.)

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PROFESSIONAL REFERENCE AND RELEASE OF INFORMATION

To: Company or Individual Name: _____
Address/City/State/Zip: _____
Phone and/or Fax: _____

Please be advised that the following candidate, _____, has applied with our registry as a Homemaker caregiver/ Companion or Live-in Homemaker Caregiver. We greatly appreciate your feedback regarding this candidate's employment and performance while working with you. All information will be held in strict confidence. A self-addressed, stamped envelope is enclosed for your convenience. Faxed replies may be sent to the number at the top of the page. Thank you in advance your assistance.

Sincerely,

Winsted Home Care Service, Human Resources

Length of time you have known candidate: _____
Capacity in which you have known candidate: _____
Average Hours Worked Per Week: _____ Days _____ Nights _____
Reason for termination: _____
Hourly Wage Last Earned: _____
Was sufficient notice given? _____ Would you re-employ? _____

PLEASE CHECK APPROPRIATE BOXES	SUPERIOR	GOOD	FAIR	POOR	N/A
Quality of Work Performed					
Attitude and Personality					
Physical and Mental Health					
Appearance and Appropriate Attire					
Dependability and Flexibility					
Attendance and Punctuality					
Ability to Work with Staff / Others					

Referral Signature and Title if Appropriate: _____ **Date:** _____

I authorize, without reservation, any party, including but not limited to any individuals, prior employers or current employers to furnish any or all of the above listed information. My authorization releases the above-named individual, company or party from any and all liability for damages arising from the investigation and disclosure of the requested information in order to successfully complete a background investigation.

Candidate Signature: _____ **Candidate Printed Name:** _____

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Dependability and Flexibility					
Attendance and Punctuality					
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INSTRUCTIONS FOR INDEPENDENT BUSINESS CONTRACTOR CREDENTIALS

As outlined in the attached Independent Contractor Agreement, all Caregiver Contractors are required to obtain and maintain Professional Liability Insurance. In addition, to further support your status as an independent business contractor, we will need to have at least ONE or more of the following items from the numbered list below:

MUST HAVE: Professional Liability Insurance Policy

The least expensive policy we found is through CMF Group. You can apply right online. The website walks you right through the process and if you chose the lowest coverage (\$300,000 / \$100,000) the annual cost is \$57.00. It takes less than 5 minutes to apply, and they email you the policy directly. You will need a credit card for the purchase. If you do not have an email address, use _____ and we will send you a copy as well as retain for our files. The website is www.cmfgroup.com You can also call customer service direct to purchase at 1.800.221.4904

MUST HAVE ONE OR MORE OF THE FOLLOWING:

1. A sheet of letterhead or stationery with your name or business name on it, and/or

This can be produced in MS Word similar to the letterhead above with your name, address, phone number, email address, title e.g CNA etc. Once done you can print and send along with the agreement.

2. A business card with your name or business name on it, and/or

Again, business cards can be produced in MS Word using a template and printed on blank business card stock purchased at an office supply store. Or go to www.vistaprint.com for free business cards.

3. A bulletin or published advertisement for services provided by you, and/or

This could be a flyer you may have posted on a community bulletin board, or advertisement on a website or in a newspaper at any time in the past.

4. A copy of a business bill or business invoice with your name or business name on it, and/or

Again, this could be a business bill or your own invoice you have used in the past as long as it has your name, address, phone, etc. on it.

5. An EIN also known as a Federal Tax Identification Number.

The Internet EIN application is free and the preferred method for IRS customers to apply for and obtain an EIN. Once the application is completed, the information is validated during the online session, and an EIN is issued immediately. (Note: Should you chose to do this you will need to report the EIN on a new W-9 form which we have included here for that purpose.) The website is <https://www.irs.gov/businesses/small-businesses-selfemployed/how-to-apply-for-an-ein> Also note that on this web page you can apply by fax, phone and mail but the quickest method is to apply online.

INDEPENDENT CONTRACTOR GUIDELINES

For Both Hourly and Live-in Caregivers

The following important points have been prepared to assist you whether you are a new caregiver or have years of experience. We sometimes can overlook the simple and common-sense things that can make a world of difference to our clients. I encourage you to read this information. If you have questions, contact the office. Success depends on all of us working as a team to serve our clients to the best of our ability.

1. The office staff is responsible for providing you all the logistical details of your client location and any specific care needs or family dynamics you will need to go on your case. This will include the name and contact information of the client's payer.
2. Each client you are referred to will have a Plan of Care developed by the client as part of the Client Agreement with the Registry or completed separately directly with you. Be certain to inquire with our office staff regarding the status of the POC.
3. The work week ends on Sunday. It is your responsibility to understand how your client prefers to receive your time slips and the timing for which payments will be made to you. It is suggested that you provide your client with a self-addressed and stamped envelope each week.
4. It is critical that you email, fax, text, drop off or mail a copy of your weekly time slip to the office promptly each week so our staff can verify and record the shifts you have worked. Failure to do this results in your clients being billed incorrectly for your agency hours and this reflects poorly on both you and the registry. Please clock in and out at your client's house.
5. It is your responsibility to know your schedule each week. Make sure you are clear. If you have any questions, contact the office for clarification. You will be able to see your schedule online and available shifts.
6. Any late arrivals or requests for time off due to vacation, sickness, emergencies, etc. must be called into the office number (860) 379-3259, after clearing with client. This phone is manned 24/7 and while you may get voice mail, your call will be returned as soon as possible.
7. Live-in and 24-hourly cases must be manned at all times unless the client has given you prior approval to be away. However, this should be minimal and rare. 24-hour cases must be manned at all times regardless if the replacement aide is late or a no show. If this occurs, contact the office.

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8. All medications are to be prefilled by the family, care facility staff or visiting nurse before reminding the client to take them. Any questions should be called into our office for clarification.
9. Each of your clients should have a logbook to chart information about the client i.e., bowels, skin, diet, appetite etc. It is your responsibility to chart these activities and any other concerns about the client, their safety and status. It is important to give report to any aide that follows your shift. If your client is confused, never leave them alone. Please inform family of all changes in your client's activities.
10. Use your time effectively. The client is most important. Always use soft tones with the client and family. Be respectful, you are a guest in their home. When time allows ensure client rooms are kept up and neat, laundry done and put away. Ask yourself is this area clean and comfortable for the client and family.
11. Your client should be kept clean, safe, with excellent skin care. If your client is bed bound, be certain to turn your client regularly to prevent breakdown. The bed should be kept dry and sheet changed frequently especially if your client is incontinent.
12. Please make sure that your client's needs i.e., bathing, meal prep, etc. are met before you start your own preparations for the day. They should never have to wait for you in the morning for they are the reason you are there.
13. Check and see if the client would like to share meals with you as it can be very lonely for both of you to eat alone. If the client has a special meal request and you are not sure, call us and we can help with directions.
14. Always leave kitchen, bathroom and living area clear of clutter. Counters and sinks should be clear and tidy counters by wiping them down after each meal. Leave no dish in the sink. Please remove trash on a daily basis to prevent odors.
15. If the client uses a commode during the night, put it away clean during the day. Make sure the bed is made and the bathroom is neat and tidy each morning.
16. Bed linen should be changed at a minimum of one time a week at the very least. If the client is incontinent, it could be a daily item to change the linens. Laundry should be washed, dry and put away regularly.
17. You are a guest in your client's home, and you should always be mindful to speak to your client in a soft tone, great respect and a smile goes a long way. Please never assume your client feels a particular way. It is always best to ask first. Never argue with your client. If you have questions or concerns, call our office. We are here to help.
18. Each day you should plan ahead with the client on meals and ask them how they like their food cooked. Not everyone eats the same way, and it is important that food is prepped accordingly.

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19. Look at the rooms and be sure they are presentable for visitors. If they are not, make adjustments.
20. When assisting your client with transfers, let the client know what you are doing. Never tug on the client with turns. A good explanation will allow your client to help with their own transfer.
21. Remember to always look professional and clean in the home. You are representing the agency and yourself. Word of mouth is the best advertising and will keep you working in the long run.
22. Make sure you have enough gas and or your ride is set up for the case. Never ask the client or family for a pay advance for any reason including gas.
23. Look your best on each case. Wear your uniform and look professional with tidy hair. You represent Winsted Home Care and your presence and professionalism reflect on us all.
24. Never accept gifts of money or items from your clients as this could be taken out of context and compromise your case.
25. Always call the office with any changes that occur with your client or the schedule. We can always be reached at (860) 379-3259. If you leave a message, your call will be returned as soon as possible.
26. If you have any concerns or issues about the client, case or family, these need to be brought directly to Darlene to be addressed. Contact the office.
27. If working in a care facility you are there to free up the assisted living staff. If you have problems or concerns while there, again contact the office.
28. Cell phone use should be kept to a minimum while you are with your clients.