



CAREGIVER'S CONTRACT

First Name: _____ MI: ____ Last Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Mobile Phone: _____ SSN: _____

Birth Date: _____ Certificate #: _____

State: _____ Date Issued: ____ / ____ / ____ Driver's License: _____

State issued: _____

This Caregiver's Contract ("Contract") is by and between 4 NURSES AT WORK, LLC, a Connecticut limited liability company, with a principal office at 9 Michael Street, Norwalk, CT 06854 (the "Company") and the employee whose name appears above and whose signature appears below (the "Caregiver")

1. Scope of Services.

The Company is in the business of providing patient care services to the elderly, infirm and convalescent ("Clients"). To that end, the Company enters into patient services agreements ("PSAs") with the Clients or family members of Clients. The Company will provide the Caregiver with a summary of the Caregiver's scope of services when the Company places the Caregiver with a Client. The Caregiver agrees that he or she will follow the Company's requirements in providing services to Clients, including, without limitation, maintaining regular communication with the manager designated by the Company.

2. Compensation.

The Company shall pay the Caregiver at the Company's current hourly or daily rates. Rates of compensation vary depending upon the scope of services for each Client placement. The Company will disclose the rate(s) of compensation for each Client placement at the time that the Company directs the Caregiver to perform services for the Client. The Company reserves the

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right to change its hourly and daily rates from time to time upon written notice to the Caregiver. 3. Indemnification. The Company shall not be responsible in any way for actions taken by the Caregiver that are outside the scope of his or her services. The Caregiver shall indemnify, defend and hold harmless the Company from any and all losses, costs, claims damages and the like, including, without limitation reasonable attorneys' fees, arising in any way out of the actions of the Caregiver that are outside the scope of his or her services.

4. Non-Solicitation.

Non-Acceptance; Restricted Period; Liquidated Damages. The Caregiver agrees to work with the Company's Clients only through referral and placement by the Company, where services begin and end at the direction of the Company. The Caregiver shall not solicit any Client or any family member of a Client to breach the Client's PSA and the Caregiver shall not accept employment directly by a Client or a Client's family member as a provider of domestic care services for a Client. If, for any reason, the Caregiver stops providing services to a Client, the Caregiver agrees that the Caregiver will not perform domestic care services for the Client for a period of one (5) years from the date the Caregiver last provided domestic care services to the Client (the "Restricted Period"). If the Caregiver performs domestic care services for a Client during the Restricted Period, the Caregiver agrees that the Company is entitled to Two Thousand Five Hundred Dollars (\$2,500) as liquidated damages for breaching the non-solicitation and non-acceptance covenant. The Caregiver and the Company agree that the actual damages that the Company will suffer as a result of the Caregiver's breach of the non-solicitation and non-acceptance covenant may be difficult to determine and that the payment of Two Thousand Five Hundred Dollars (\$2,500) constitutes fair compensation to the Company and not a penalty under any circumstances. Caregiver acknowledges that the restrictions contained in this Paragraph are fair, reasonable, and necessary for the protection of the legitimate business interests of the Company and that the Company will suffer irreparable harm in the event of any breach by the Caregiver. In addition to liquidated damages, the Caregiver therefore consents to the entry of a restraining order, preliminary injunction or other preliminary, provisional or permanent court order to enforce the Caregiver's non-solicitation and non-acceptance covenant and expressly waives any security that might otherwise be required in connection with such relief. If the Caregiver breaches the non-solicitation and non-acceptance covenant, the Restricted Period shall be extended for the period of time that the Caregiver remains in breach.

5. No Conflicting Agreement.

The Caregiver represents that the Caregiver is not bound by the terms of any employment or consulting agreement that prohibits the Caregiver from performing domestic care services for the Company, including, without limitation, any noncompetition or non-solicitation covenant with a domestic care services agency. The Caregiver acknowledges that the Company has not requested that the Caregiver refer any patient or patients to the Company as a condition of the Caregiver’s employment and that the Company has advised the Caregiver that, as a matter of Company policy, the Company does not accept referrals of patients where acceptance would violate the terms of a patient services agreement with another domestic care services agency.

6. Employee At Will.

The Caregiver’s employment may be terminated by either the Caregiver or the Company at any time, for any reason, upon delivery of written notice. The Company specifically reserves the right to terminate the Caregiver’s employment with or without cause. The Company makes no promise or guarantee regarding the number or hours, type of work, location of Client placements, and duration of Client placements or conditions in Clients’ residences.

7. Background Investigation.

The Caregiver acknowledges and understands that the Company may undertake a background investigation, including the Caregiver’s criminal records. The Caregiver agrees to sign all applications and consent forms required for a background investigation.

8. Amendment.

This Contract may be amended only by written agreement signed by both the Caregiver and an authorized representative of the Company.

9. Governing Law.

This Contract shall be governed by the laws of the State of Connecticut.

Employee’s Signature: _____ **Date:** _____

4 NURSES AT WORK, LLC

Signature _____ **Date:** _____

Name _____ **Title:** _____

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