



THIS AGREEMENT is made 1st of April, 2020

This contract is effective:

Between

CROSSROADS FAMILY SERVICES
Of the City of Edmonton in the Province of Alberta

and

“Caretaker”

WHEREAS the contractor is providing CLIENT CARE

1. NATURE OF THIS AGREEMENT

- 1.1 The Care Provider shall provide client care services as assigned by CROSSROADS FAMILY SERVICES and shall be an independent contractor, and nothing herein contained shall be construed so as to create an Agency relationship, an employment relationship, a partnership or a joint venture between, CROSSROADS FAMILY SERVICES and the Care Provider.
- 1.2 The Care Provider is not an employee of CROSSROADS FAMILY SERVICES and shall not, by virtue of this Agreement, be entitled to any vacation pay, benefits or other privileges provided by, CROSSROADS FAMILY SERVICES to its employees.
- 1.3 CROSSROADS FAMILY SERVICES will not make any other contributions, deductions or withholdings on behalf of the Care Provider, which CROSSROADS FAMILY SERVICES would have to make on behalf of their employees. It is the responsibility of the Care Provider to ensure that the entire amount of any income received under this Agreement is included in annual income tax returns, if applicable. The Care Provider is responsible for any Workers' Compensation premiums that may be required.
- 1.2 The Care Provider shall indemnify and hold harmless CROSSROADS FAMILY SERVICES, its employees and agents from any and all losses, damages, costs, charges and expenses actually and reasonably incurred in respect of any civil, criminal or administrative action or proceeding to which CROSSROADS FAMILY SERVICES is made a party arising out of the Care Provider's obligations pursuant to this Agreement. The Care Provider's obligations pursuant to this clause continue beyond the termination of this Agreement.

2. RESPONSIBILITIES OF THE CARE PROVIDER

- 2.1 The Care Provider will be responsible for following all required guidelines as provided by the Agency, including completion and submission of all paperwork required as instructed by the Agency. The Care Provider's time for client care will not exceed the maximum number of hours as indicated by each individual support request agreement.
- 2.2 The Care Provider will report to their designated immediate supervisor, and be aware of the subsequent reporting chain, to whom the Care Provider may also report as required.
- 2.3 The Care Provider will be required to submit written documentation for each work assignment as determined by the Agency. Record of Service to be signed and submitted by the 5th of the month following service provision. Failure to submit will result in financial penalties as per Addendum B.

- 2.4 The Care Provider agrees to provide the Agency with a **clear Intervention Record Check (Children's Services) and Criminal Record Check (EPS or RCMP as applicable) not more than twelve (12) months old at time of hire.** Both will be renewed minimally every three years, unless otherwise requested by the Agency. The Care Provider agrees to provide the Agency with a **Driver's Abstract not more than three (3) months old at time of hire, and again on request.**
- 2.5 The Care Provider agrees to complete Orientation prior to working with clients, participate in any required training deemed necessary by the agency, and maintain required qualifications. The **hourly Care Provider will take part in a minimum of six (6) paid three-hour training and support sessions annually. Host Home Care Providers will carry out a training plan as set out by the supervisor.**
- 2.6 The Care Provider agrees to sign a **Declaration of Confidentiality** and maintain the confidentiality of both the persons served and the Agency.
- 2.7 The Care Provider agrees to abide by the policies and procedures of the Agency, as well as the Agency Code of Conduct, and adhere to the standards set out by the Canadian Accreditation Council of Human Services.
- 2.8 Conflict of Interest: If the Care Provider provides services for more than one agency, the Care Provider agrees to care for Crossroads clients separately; i.e. shifts with clients from another agency or program will not overlap with Crossroads shifts, unless concurrent provision of services is approved in writing by the Agency.
- 2.9 Non-Solicitation of Clients: The Care Provider agrees to provide services to assigned clients who have a Service Agreement with the Agency. During the term of this Agreement and for twelve (12) months following termination of this Agreement, the Care Provider will not, without prior written consent of the Agency, either directly or indirectly, solicit or attempt to solicit, competitive business from any current or past client or customer of the Agency. This includes any potential client of the Agency that was contacted, solicited or served by the Care Provider, or about which the Care Provider received confidential information while employed by the Agency.
- 2.10 At the discretion of the Agency, the Care Provider agrees to provide a **Vehicle Safety Inspection certificate if requested** at any time for any vehicle that may be used to transport persons served. The cost is not reimbursable.
- 2.11 **Medication administered by the Care Provider will be as per agreement between the Care Provider and each person served.** The Agency is not party to or liable in such an arrangement.

3. PAYMENT FOR SERVICES

- 3.1 In consideration of services provided by the Care Provider under this Agreement, the Agency agrees to pay the Care Provider a starting rate of \$16.00/hour for hourly client care services. The minimum shift duration shall be 3-hours. The rate for 24-hour client care is based on the assessed level of care for the client and will be presented at the time of contract, as per Crossroads Client Care Services Rate Scale.
- 3.2 Unless otherwise agreed between the parties, compensation will be based on completed Record of Service, and Care Provider shall be paid by the Agency once monthly, prior to the 15th day of the month following the month in which services are provided.
- 3.3 The Agency shall have no obligation to pay compensation to the Care Provider for a given pay period until the Care Provider has submitted the invoice and all required documentation, with original signatures as required.
- 3.4 Mileage to and from the location of client care provision is not paid to the Care Provider (unless the funding agency has approved funding for kilometer reimbursement).
- 3.5 Mileage provided by the Care Provider during client care provision (i.e. to take the client on outings) is not reimbursable. The Care Provider is not required by the agency to use their personal vehicle to provide transportation during client care provision. In cases where use of

the Care Provider's personal vehicle is agreed upon by the client/guardian and the Care Provider, the Agency is not party to or liable in such an arrangement.

4. TERMINATION

- 4.1 This Agreement may be terminated at any time by either party in writing with not less than a 15-day notice.
- 4.2 In the event that the Care Provider commits a fundamental breach of the terms of this Agreement or of the policies or standards set forth by the Agency, CROSSROADS FAMILY SERVICES will have the right to terminate this Agreement immediately with notice in writing
- 4.3 Care Providers will provide services to the assigned client at the scheduled time. Unexcused absences can result in termination.

5. GENERAL

- 5.1 All accounts, notices, requests, demands or other communications required or permitted to be given by one party to another under this Agreement must be given in writing and either delivered personally or sent by prepaid registered mail, and in the latter case will be deemed to have been given 3 days following the date upon which it was mailed. The addresses of the parties for this purpose will respectively be:

Crossroads Family Services
#201, 1207 – 91st St. S.W. Edmonton, Alberta, T6X 1E9
And
"Caretaker"

- 5.2 This Agreement can be amended in writing when agreed to by both parties. The amendment is binding.
- 5.3 This Agreement shall be subject to and construed in accordance with the laws of the Province of Alberta.

6. Execution of Agreement

IN WITNESS WHEREOF the Parties have executed this Agreement on the day and year above written:

Re:	_____	_____	_____
	Care Provider Signature	Care Provider (Print Name)	Date
Re:	_____	_____	_____
	Care Provider Signature	Care Provider (Print Name)	Date
Re:	_____	_____	_____
	Agency Designate Signature	Agency Designate (Print Name)	Date

		Agency Designate Position	

FORM TRACK: Supervisor: Original → Accounting Copy → Care Provider