
LEGAL ENGAGEMENT OF CAREGIVERS

**PREPARED BY:
STREAMSOWERS & KOHN
BARRISTERS & SOLICITORS
16D AKIN OLUGBADE STREET
VICTORIA ISLAND
LAGOS
TEL: (234+1) 2712276, 2713846, 4611820**

FAX: (234+1) 2712277

www.sskohn.com

THIS CONTRACT is entered into thisday of2022 (“effective date”) by and between DOXA EMPOWERMENT FOUNDATION (“Agency”) having its primary address at25 Omobolaji Olaniran Street, Isashi by Maryola college, Isashi, Lagos

AND

.....(“Caregiver”) having its primary address at

The Agency and Caregiver are individually referred to as Party and jointly referred to as Parties.

RECITAL

1. The Agency offers home care and care giving services to its clients.
2. The Caregiver is competent to offer home care and care giving services and is desirous of being engaged by the Agency.
3. The Agency and Caregiver now enter into this Contract for the provision of homecare and care giving services (“Services”) to clients of the Agency, on the terms and conditions set out below.

DEFINITIONS

Client’s home shall at all times refer to the address as communicated by the Agency to the Caregiver.

Scope shall refer to the Services communicated by the Agency to the Caregiver in respect of a particular client.

COMMENCEMENT

The commencement date shall be the date of execution of this Agreement.

DURATION

This Agreement shall be for an initial period of twelve months and shall be renewable on such terms and conditions as Parties shall agree from time to time.

COVENANTS

AGENCY COVENANTS

The Agency covenants as follows:

- a) To properly train the Caregiver before sending the Caregiver out to a client’s home including CPR trainings, homecare trainings and such other trainings as the Agency deems fit from time to time.

- b) To specify acceptable medical institutions where the Caregiver shall undergo full health screening including Tuberculosis test, Hepatitis, HIV, COVID, mental health and such other test as the Agency may recommend from time to time.
- c)The caregivershall bear the costs of health screening in item (b) above.
- d) To perform background checks on the Caregiver including verification of identity and confirmation of guarantors at its cost.

CAREGIVER COVENANTS

The Caregiver fully understanding that the client may be of any age or sex, and may be disabled covenants as follows:

- a) To provide all details required by the Agency for background checks.
- b) To provide proof of all medical and home care competencies from recognized practitioners as required by the Agency.
- c) To submit to all the training programs of the Agency.
- d) To work with any client as assigned by the Agency and to carry out duties professionally and diligently.
- e) To report within 48 hours of resumption of duties any circumstances which might make it impracticable to be assigned to a particular client including matters relating to religion or other sensitive matters.
- f) To be willing to live in the client’s house full time or work the required number of hours daily as a live out care giver; and to abide by the Scope of duties as indicated by the Agency.
- g) To not leave the client stranded but promptly notify the Agency if there are circumstances requiring the Caregiver to put in extra hours.
- h) To promptly notify the Agency of any complains the client may have.
- i) To not negotiate work hours with the client without the written approval of the Agency.
- j) To report all incidents to the Agency and never engage in verbal or physical abuse of any client under any circumstances.

REMUNERATION

- a) In consideration for the Services, the Agency shall pay the Caregiver the sum ofmonthly subject to statutory deductions.
- b) For live out Caregivers, the remuneration shall be deemed to accrue daily and shall be pro-rated to the number of days actually worked in a month and shall be deemed to cover all associated expenses. The Caregiver shall neither demand transport costs from the Agency nor the Clients.
- c) Where the Caregiver is live out and reports late to work for up to three days in any month, the Caregiver shall forfeit a half day’s pay, provided that such lateness does not exceed 30 minutes. Late arrival in excess of 30 minutes but less than 60 minutes for three days shall lead to a forfeiture of a full day’s pay.
- d) Late arrival in excess of 60 minutes for three days or a habitual lateness for any length of time shall be a ground for the termination of this contract.

TERMINATION

- a) Either party may terminate this Agreement in writing upon reasonable notice being given. The Agency reserves the right to terminate the Agreement if the Caregiver does not perform the duties in accordance with the training received or in line with the terms of this Contract.
- b) The following shall be grounds for the termination of this contract:
 - i. Habitual lateness to work;
 - ii. Negligence;
 - iii. Fighting on the Client’s premises;
 - iv. Verbally or physically abusing a Client;
 - v. Stealing from a Client;
 - vi. Fraudulently obtaining gains from the Client; and
 - vii. Carrying out procedures on the Client contrary to the trainings received by the Agency.
- c) The termination of this Contract by the Agency for matters that constitute offences under the law shall not preclude the Agency from pursuing prosecution of such matters under the law.

REPRESENTATIONS

Each Party represents to the other that it has the necessary authority to validly accept and perform the obligations required under the terms of this Agreement.

CONFIDENTIALITY

Parties shall ensure that they hold confidential all personal and medical information of any nature or kind concerning the Client or any other person, acquired in their course of rendering services and shall use such confidential information solely for the purposes of this Contract.

Caregivers shall write reports of any known indirect, incidental or consequential losses or damages incurred or suffered by the Client including but not limited to death, accidents or other unfortunate incidents. Reports submitted to the Agency shall not be considered a breach of confidentiality.

Communications between the Agency and Guarantors provided by the Caregiver relating to the necessary performance of the Services shall not be deemed a breach of confidentiality.

EXCLUSION OF LIABILITY

The Agency shall not offer medical services and shall not be liable for any indirect, incidental or consequential losses or damages occasioned by the Caregiver working outside the Scope as agreed between the Agency and the Client. The Caregiver acting outside the designated Scope of duties shall be personally liable. Such losses shall include but not be limited to death, accidents, or other forms of unfortunate incidents.

The Caregiver shall be liable for damage to Client's property where such property was handled outside the Scope of designated duties.

NOTICES

Except during emergencies, the Caregiver shall endeavour to notify the Agency of client related matters in person. Otherwise, all notices shall be by telephone call or messages.

WAIVER

Failure of any party to insist upon strict performance of any provision of this Agreement or the failure of any party to exercise any right or remedy to which it is entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this Agreement. All waivers shall be in writing.

GOVERNING LAW & DISPUTE RESOLUTION

This Agreement shall be governed by and interpreted in accordance with the laws of the Federal Republic of Nigeria. The Parties shall use their best endeavour to settle any dispute or difference of opinion between them, arising from or in connection with this Agreement amicably through mutual discussion. Parties reserve the right to institute legal proceedings for damages with respect of breaches to this Agreement where amicable settlement fails.

This Agreement was executed by the Parties the Day Month and Year above written.

SIGNED FOR DOXA EMPOWERMENT FOUNDATION

.....

SIGNED BY CAREGIVER

I accept the terms of this Agreement.

Signed: -----

Name: -----

Address: -----

Telephone: -----

Date: -----

SIGNED BY GUARANTOR

Signed: -----

Name: -----

Address: -----

Telephone: -----

Occupation: -----

Date: -----