

Employment Agreement



THIS PERSONAL CARE WORKER EMPLOYMENT AGREEMENT (Hereinafter “Agreement”) is made and entered into this 20 day of February, 2026 by and between **Colorado CareAssist Inc**, a Colorado Corporation, d.b.a. **Colorado CareAssist**, (hereinafter “CCA”) and _____, a resident of Colorado, a Personal Care Worker (hereinafter “PCW”).

RECITALS:

CCA and PCW desire to enter into an employment contract in which PCW will assist CCA in the care, supervision, feeding and dressing of persons of advanced age, physical disability, or mental deficiency who need supervision (hereinafter the “Client”). The purpose of this Agreement is to set forth the terms and conditions by which Colorado Care Assist will employ Personal Care Worker.

TERMS AND CONDITIONS OF EMPLOYMENT

1. **Employment.** Upon the terms and conditions set forth herein, CCA hereby employs Personal Care Worker on a 24-hour live-in or hourly basis.
2. **Duties of Personal Care Worker.** PCW agrees to assist Client and to perform the services listed in the job description as needed or requested by the Client.
3. **Compensation.** PCW will be paid \$ 15-23 per hour, or \$ 270 + per 24-hour period or day on PCW’s first assignment. Subsequent assignments may be offered PCW at different rates. CCA will pay *ONE AND A HALF* times the agreed upon live-in or hourly rate for the following holidays: New Year’s Day, Easter Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, and Christmas Day. Compensation will be paid every two weeks. A check or direct deposit will be prepared within four (4) working days after the end of the pay period. Since the contract is for “Days or Hours of Service Rendered”, any days off will not be paid. PCW will not be paid for vacation leave, sick leave or any other absences.
4. **Conflict of Interest Statement.** CCA is committed to following and enforcing its Conflict of Interest Policy. All members of its governing body, management and employees should avoid potential or perceived conflicts of interest. It is the responsibility of each employee to recognize and avoid any situation involving a business conflict of interest which could develop when they:
 - a. have personal interests that compete with their employment with this Agency;
 - b. have positions of authority in this Agency, which conflict with their interests in another agency/organization; and/or,
 - c. have conflicting responsibilities

Employees are expected to promptly disclose any known relationships or activities that may result in real or apparent conflicts of interest. This information is disclosed to your Supervisor and/or the Agency Manager, thereby allowing issues to be worked through before they develop into a problem. Through this action, an employee protects their own interest as well as those of the Agency. The PCW understands that failure to observe and abide by these obligations may result in disciplinary action which may include dismissal and/or contract termination. The PCW also understands that in some cases, failure to observe and abide by these obligations may result in criminal or other legal actions.

5. **Influenza Vaccine.** CCA recommends that the PCW receive an influenza vaccination in order to protect the PCW and the clients the PCW serves. The PCW understands that the strains of virus that cause influenza infection change almost every year, which is why a different influenza vaccine is recommended each year; that they cannot contract influenza disease from receiving the influenza vaccine; and the consequences of refusal by the PCW to be vaccinated could endanger their health and the health of those whom the PCW has contact with, including clients, co-workers, family and my community.
6. **Expense Reimbursement.** The Client shall reimburse any direct expenses incurred by the PCW on behalf of the Client in connection with his or her employment directly to the PCW or if other arrangements are made CCA will reimburse PCW and bill client for expenses incurred. This will ordinarily include such things as parking, tolls, groceries, bus fare, etc. If vehicle of the PCW is used for transportation of the Client or the Client’s benefit, the Client will reimburse PCW for that use at fifty-five cents (.55) per mile. PCW shall make arrangements directly with the Client prior to incurring any of the above referenced expenses.

Employment Agreement



7. **Term of Agreement.** The term of this Agreement is indefinite. Except as otherwise provided herein, this Agreement may be terminated by either party with or without cause upon ten (10) days prior written notice. This Agreement may be terminated by CCA without notice if in CCA's sole and absolute discretion CCA determines that good cause exists for termination. For purposes of this Agreement, "good cause" shall mean (a) PCW's intentional and material, habitual and continued breach of any of the significant terms and conditions of this agreement, or (b) fraud upon CCA, or (c) theft or embezzlement from CCA or the Client. PCW also acknowledges that due to the indefinite nature of this type of work, whenever Client no longer needs PCW's services for any reason, PCW may be laid off at any time.
8. **Time-Off.** Personal Care Worker will be given time off upon his or her request. PCW agrees to submit to CCA any request for time off at least five (5) days prior to the date. CCA will make every reasonable effort to grant time off. PCW agrees never to abandon the Client except in the case of extreme personal physical danger and will notify CCA and the Client's family. In the case of dire emergency, PCW will notify CCA, and will make every effort to remain with the Client until a replacement can be placed.
9. **Extraordinary Events.** Personal Care Worker will attempt to resolve any and all difficulties or extraordinary events that may arise. In the case a solution is not found, PCW will inform CCA and request assistance. PCW will inform CCA immediately if any of the following occurs:
 - a. The Client becomes abusive in any way to or endangers the health or safety of the PCW.
 - b. The Client requires sustaining care that does not permit the PCW to get adequate sleep for a period. "Adequate Sleep" means at least six (6) hours of sleep in any given 24 hour period, including uninterrupted and continuous period of at least four (4) hours minimum.
 - c. The Client needs full-time care from a licensed health care professional or needs to be institutionalized.
10. **Non-Solicitation.** Personal Care Worker specifically and unequivocally agrees not to engage in or accept the solicitation of direct employment by the Client or by any party financially responsible for any client under contract with CCA. PCW may also be subject to any other legal remedies and actions available to CCA.
11. **Non-Disparagement.** Both you and the Company agree not to disparage the other party, and the other party's attorneys, directors, managers, partners, employees, agents and affiliates, in any manner likely to be harmful to them or their business, business reputation or personal reputation; provided that both you and the Company may respond accurately and fully to any question, inquiry or request for information when required by legal process. The Company's obligations under this Section are limited to Company representatives with knowledge of this provision and the Company's Board of Directors as of the Effective Date. Notwithstanding the foregoing, nothing in this Agreement shall limit your right to voluntarily communicate with the Equal Employment Opportunity Commission, United States Department of Labor, the National Labor Relations Board, the Securities and Exchange Commission, other federal government agency or similar state or local agency or to discuss the terms and conditions of your employment with others to the extent expressly permitted by Section 7 of the National Labor Relations Act.
12. **Non-Disclosure.** All Confidential Information of a party shall remain the exclusive property of such party, and no right, title or interest in or to any of the Confidential Information or any material developed therefrom is transferred to the recipient party hereby or by its delivery to the recipient party hereunder.
13. **Entire Agreement.** This Agreement constitutes the entire agreement between Personal Care Worker and CCA and supersedes any prior oral or written agreements. There are no other representations, agreements, arrangements or understandings, oral or written, between Personal Attendant and CCA relating to this Agreement or its subject matter.
14. **Attorneys' Fees.** In the event of any litigation over this Agreement, the prevailing party shall be entitled to recover all costs and attorneys' fees.
15. **Severability.** In the event any provision of this Agreement is unenforceable, the remaining provisions shall not be affected and shall remain in full force and effect.

2/20/2026
16. **Enforcement of Provisions.** In the event CCA determines Personal Care Worker has abandoned Client, or has accepted direct employment by any Client, or by any party financially responsible for any Client under contract or previously under contract with CCA, CCA may retain any monies due PCW. Further, CCA in its sole discretion may impose financial penalties upon PCW.

2/20/2026

Employment Agreement



sufficient to cover any expenses and legal fees, including any lost business from any Client of CCA. For purposes of this Agreement, abandonment shall include but not be limited to PCW (a) leaving the Client unattended without express permission from Client, his or her responsible party and CCA; and (b) not returning to, or not arriving at an assignment on time or at all ("no show"). Abandonment is considered elder abuse and is reported to the Adult Protective Services Division of the County Social Services Agency for appropriate disciplinary action. This provision shall survive the termination of this Agreement.

This Agreement is executed on the date first written above in Colorado Springs, Colorado. Colorado CareAssist Inc, a Colorado Corporation Company d.b.a.: **Colorado CareAssist**.

	2/20/2026		2/20/2026
_____	_____	_____	_____
Personal Care Worker	Date	Agency Representative	Date