

CAREGIVER AGREEMENT

This **Caregiver Agreement ("Agreement")** made _____, 20____ is by and between _____ ["Client"] and _____ ["Caregiver"] for the purpose of setting forth the terms and conditions of the caregiver services to be provided by Caregiver to Client.

I. Term: This Agreement is set to go into effect on _____, 20____ [the "Effective Date"] and may be terminated by either party with reasonable notice to the other party.

II. Employment Status: Caregiver's status is: (select one)

- Employee. (W-9)
- Independent Contractor. (1099)

III. Payment Terms. Client shall pay Caregiver \$_____ - Hourly - Daily - Weekly - Annually.

- **Job Function Commitment.** Caregiver agrees to provide the following services to Client: (select one)

- For a minimum of ____ hours per week.
- When needed.

- **Benefits to Caregiver:** client shall: (select one)

- Provide lodging and cover all associated costs.
- Provide Caregiver with room and board for \$_____ per month, which includes a proportionate share of their house or apartment rent, utilities, tax, insurance, and heating.

- **Expense Refund.** All out-of-pocket costs incurred by the caregiver in connection with the services rendered for the client's benefit must be covered by the client.

- **Vehicle.** Mileage costs at a rate of \$_____ per mile are considered expenses.

VI. Schedule and hours of work. The Caregiver: (select one)

- **Shall not be subject to a schedule.**
- **Shall be subject to a schedule.:**

- Monday _____:_____ AM PM _____:_____ AM PM
- Tuesday _____:_____ AM PM _____:_____ AM PM
- Wednesday _____:_____ AM PM _____:_____ AM PM

- Thursday _____:_____ AM PM _____:_____ AM PM
- Friday _____:_____ AM PM _____:_____ AM PM
- Saturday _____:_____ AM PM _____:_____ AM PM
- Sunday _____:_____ AM PM _____:_____ AM PM

*Due to the recipient's schedule and daily routine, the schedule may occasionally change.

V. Description of services: Caregiver agrees to provide the following services to Client at _____ whose mailing address is _____

Caregiver's services include, but are not limited to:

- **Homemaking/Housekeeping**

- Making _____ meals and _____ snacks each day for the Client.
- Keeping the Client's living space clean;
- Linen replacement and laundry.
- Assist with meal planning to meet Client's dietary needs

- **Transportation:**

- - Driving the client to appointments for health care, dentistry, adult day care, and other services;
- - Buying the client's necessary groceries and other items, as well as filling or renewing prescriptions;
- Executing other tasks for the recipient, such as but not limited to:

- **Money/financial matters:** (A durable power of attorney may be needed if the financial option is chosen.)

- Paying client's bills, balancing client's check book, making deposits, dealing with health insurance, and other paperwork.
- Payment of: _____

- **Medical care:**

- Ensuring that the client takes all prescribed medications on time;
- Provide assistance with living and exercising routines for the client;

- **Personal care/Daily activities**

- - Helping the client get in and out of bed, chairs, and the bathroom; ambulation; bathing; personal hygiene/grooming; using the restroom; and eating.

- - Scheduling tasks, keeping track of the client's calendar, scheduling visits to the doctor and other regular appointments, etc.

- - Keeping an eye on the client's safety, which includes responding to alarms to reduce the risk of wandering off and falling.

- **Companion care:**

- Acting as a companion at restaurants with the client.
- Acting as companion for park walks
- acting as exercise partner at the gym

Hereinafter known as the "Services".

VI. Health and Safety: The Caregiver agrees to comply with all applicable laws, rules, and regulations related to health and safety, and to take all reasonable steps necessary to ensure the health and safety of the Client. The Caregiver shall: (elect as applicable)

- Follow all emergency procedures and protocols in the event of an emergency, including contacting emergency services if necessary.
- Be trained and knowledgeable in basic first aid and CPR, and provide first aid as necessary.
- Report any health or safety concerns to the Client or their designated representative as soon as possible.
- Use caution and follow proper safety procedures when assisting the Client with any activities that may pose a health or safety risk, including but not limited to transfers, mobility assistance, and personal care.
- Maintain a clean and safe living environment for the Client, including regular cleaning and maintenance of equipment and supplies.
- Store and dispose of hazardous materials in a safe and appropriate manner.
- Not engage in any activities that may pose a risk to the health or safety of the Client or others.
- Comply with any special health and safety requirements or restrictions specified by the Client or their healthcare provider.

VII. Background and reference check: The Caregiver acknowledges that any false statements or omissions made by the Caregiver in the application process or during the background and reference check may result in immediate termination of employment.

VIII. Vehicle Access. The Caregiver shall: (select one)

- have access to a vehicle in order to perform the Caregiver's Services.

- not have access to a vehicle. The client shall pay the caregiver according to the Internal Revenue Service's (IRS) reimbursement rate for each mile driven. In order to

comply with this requirement, the Caregiver shall keep a mileage log and submit it to the Recipient at the conclusion of the payment cycle.

IX. Non-disclosure. The caregiver is aware that nothing concerning his or her whereabouts, daily schedule, or photos of the client or their relatives, friends, or associates may be posted on any social media platform. Caregiver shall not, unless the client gives consent, disclose to strangers or third parties where he or she shall be spending the day. Only if the client is capable of exercising free will on their behalf may they give such consent.

X. Compliance with Laws: Caregiver agrees to comply with all federal, state, and local laws and regulations applicable to the provision of caregiver services.

XI. Indemnification: Caregiver agrees to indemnify and hold harmless Client, Client's family, and their respective agents and employees from and against any and all claims, damages, or expenses arising from or in connection with Caregiver's performance of services under this agreement.

XII. Amendments. This agreement may be amended only by written agreement executed by both parties.

XIII. Severability. This Agreement shall remain in effect under the circumstance a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding, unless a court rules that any such provision or section is invalid or unenforceable.

XIV. Governing Law. The laws of the State of _____ shall apply to this Agreement.

XV. Entire Agreement. This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements between them..

Client Signature: _____ date _____

Client Name in Print: _____

Caregiver Signature: _____ date _____

Caregiver Name in Print: _____

EXHIBIT A

This Exhibit shall only be applicable if the Caregiver is considered a W-4 Employee under Section IV of this Agreement.

I. Benefits. The Caregiver shall be entitled to the following: (check applicable boxes)

- **Health Insurance.** Recipient shall provide: (check one)
 - Complete Health Insurance Coverage
 - \$_____ per month attributable to Health Insurance.
- **Retirement Benefits.** Recipient shall provide: (check applicable)
 - 401(k) Eligibility
 - IRA
 - Health Savings Account
- **Paid Time-Off.** Caregiver shall receive the following paid time-off: (check applicable)
 - Sick Leave - ____ days per year. Advance notice is requested for any appointments which may cause the Recipient undue hardship.
 - Vacation Time - ____ days per year. Caregiver must request to use vacation time at least 30 days in advance.
 - Holidays – The Recipient requires the Caregiver work on the following federal holidays EXCEPT: _____

II. Probationary Period. During the initial ____ days of employment [“Probationary Period”], the Recipient may terminate this Agreement at any time without notice and without severance pay. Furthermore, the Benefits listed in Section I of this Exhibit shall not become effective until after the Probationary Period.

III. Overtime Pay. With very few exceptions, senior caregivers are classified as “non-exempt” workers, which entitles them to be paid for every hour they work. Overtime (time-and-a-half) must be paid for each hour worked over 40 in a 7-day workweek.

Generally, live-in employees are exempt from overtime requirements, however, the states of CA, HI, MD, MA, MN, ME, NJ and NY have special overtime requirements for live-in employees. Your caregiver is considered a live-in employee if their primary residence is the home of the person they are caring for, or if they work 120 hours or more per week

Recipient Signature

Date

Caregiver Signature

Date