

CAREGIVER CONTRACT

This Caregiver Contract ("Agreement") is entered into on the _____ day of _____, 20_____, by and between:

I. PARTIES

This Agreement is made by and between: The Employer(s): Street Address:

City: _____ **State:** _____ **Zip Code:** _____

Phone: _____

Email: _____

(hereinafter referred to as "Employer")

AND

The Caregiver: _____

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone: _____

Email: _____

(hereinafter referred to as "Caregiver")

II. RECITALS

WHEREAS, Employer desires to engage Caregiver to provide non-medical care and assistance services to the individual(s) specified below (the "Client(s)"); and

WHEREAS, Caregiver is qualified and willing to provide such services under the terms and conditions set forth in this Agreement.

III. CLIENT(S) TO RECEIVE CARE

The Caregiver shall provide services to the following individual(s) (the "Client(s)");

Client Name(s): Relationship to Employer: _____

IV. TERM OF AGREEMENT

This Agreement shall commence on the _____ day of _____, 20_____, and shall continue on an at-will basis until terminated by either party in accordance with Section VII of this Agreement.

V. SCOPE OF SERVICES

The Caregiver agrees to provide the following non-medical care and assistance services to the Client(s) (collectively, the "Services"):

a. Personal Care:

- Bathing and showering assistance
- Dressing and grooming assistance
- Toileting and incontinence care
- Mobility assistance (e.g., transfers, walking, wheelchair assistance)
- Medication reminders (Caregiver shall not administer medication)
- Feeding assistance
- Other personal care services: _____

b. Household Support:

- Light housekeeping (e.g., tidying, laundry, dishwashing)
- Meal preparation and feeding
- Grocery shopping and errands
- Pet care (e.g., feeding, walking)
- Other household support services: _____

c. Companionship and Supervision:

- Social interaction and companionship
- Reading, games, and activities
- Supervision for safety and well-being
- Accompanying to appointments/outings
- Other companionship services: _____

d. Transportation:

- Driving Client(s) to appointments/errands
- Using Caregiver's vehicle (reimbursement for mileage as per Section VI.c)
- Using Client's/Employer's vehicle
- Other transportation services: _____

e. **Reporting:** Caregiver shall report any significant changes in the Client's condition, emergencies, or concerns to the Employer promptly.

f. **Additional Services:** Any additional services not listed above must be mutually agreed upon in writing by both Employer and Caregiver.

VI. COMPENSATION

a. **Hourly Rate:** The Employer agrees to pay the Caregiver a rate of \$ _____ per hour for all Services rendered.

b. **Payment Schedule:** Payment shall be made weekly / bi-weekly / monthly (check one) on the _____ day of the week/month for services rendered during the preceding pay period.

c. **Overtime:** For hours worked in excess of forty (40) hours in a workweek, the Caregiver shall be compensated at one and one-half (1.5) times the regular hourly rate, in accordance with the Fair Labor Standards Act (FLSA).

d. **Reimbursement for Expenses:** The Employer shall reimburse the Caregiver for pre-approved, reasonable, and necessary out-of-pocket expenses incurred directly in the performance of the Services (e.g., groceries purchased for Client(s), mileage for Client-related transportation at the IRS standard mileage rate). Caregiver must provide receipts for all expenses. Mileage reimbursement shall be at the rate of \$ _____ per mile.

e. **Taxes:** Caregiver acknowledges that Employer will withhold applicable federal, state, and local taxes from Caregiver's wages and will issue appropriate tax forms (e.g., Form W-2) as required by law.

VII. SCHEDULE OF SERVICES

The Caregiver's regular schedule of services shall be: Days of the week: _____

Hours per day: _____

Total hours per week: _____

Any changes to this schedule must be mutually agreed upon in advance by both parties.

VIII. CAREGIVER RESPONSIBILITIES

- a. **Professional Conduct:** Caregiver shall perform all Services in a professional, compassionate, and diligent manner, respecting the privacy and dignity of the Client(s).
- b. **Safety:** Caregiver shall prioritize the safety and well-being of the Client(s) and maintain a safe environment.
- c. **Confidentiality:** Caregiver shall maintain strict confidentiality regarding all information pertaining to the Client(s) and Employer, including medical conditions, personal affairs, and financial matters. This obligation shall survive the termination of this Agreement.
- d. **Compliance:** Caregiver shall comply with all applicable laws, regulations, and Employer's reasonable instructions related to the provision of Services.
- e. **Reporting:** Caregiver shall immediately report any accidents, incidents, or significant changes in the Client's condition to the Employer.

IX. EMPLOYER RESPONSIBILITIES

- a. **Safe Environment:** Employer shall provide a safe and healthy working environment for the Caregiver.
- b. **Clear Instructions:** Employer shall provide clear and reasonable instructions regarding the care of the Client(s) and the performance of Services.
- c. **Timely Payment:** Employer shall make timely payments to the Caregiver as outlined in Section VI.
- d. **Cooperation:** Employer shall cooperate with the Caregiver and provide necessary information to facilitate the effective provision of Services.

X. TERMINATION

- a. **Notice:** Either party may terminate this Agreement at any time by providing _____ (_____) days' written notice to the other party.
- b. **Immediate Termination:** Notwithstanding the foregoing, Employer may terminate this Agreement immediately without notice for serious misconduct, gross negligence, or breach of confidentiality by the Caregiver.
- c. **Final Payment:** Upon termination, Employer shall pay Caregiver all earned but unpaid compensation and reimbursed expenses up to the date of termination.

XI. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of

_____, without regard to its conflict of laws principles.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether oral or written.

XIII. AMENDMENT

This Agreement may not be amended or modified except by a written instrument signed by both Employer and Caregiver.

XIV. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

XV. WAIVER

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right to enforce it thereafter.

XVI. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed effectively given: (a) upon personal delivery; (b) upon the first business day after sending by recognized overnight courier service; or (c) three (3) business days after mailing by certified or registered mail, return receipt requested, postage prepaid, to the addresses first set forth above, or to such other address as either party may designate by written notice to the other.

XVII. HEADINGS

The headings used in this Agreement are for convenience only and shall not affect the interpretation of the provisions herein.

XVIII. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and permitted assigns.

XIX. DISPUTE RESOLUTION

Any dispute arising out of or relating to this Agreement shall first be addressed through good faith negotiations between the parties. If the dispute cannot be resolved through negotiation, the parties agree to consider mediation before pursuing litigation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

EMPLOYER(S)

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

CAREGIVER

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____