

# CAREGIVER AGREEMENT

---

This **Caregiver Agreement** (this "Agreement") is entered into as as of the \_\_\_\_\_, 20\_\_\_\_, by and among/ between:

**Client(s):** \_\_\_\_\_, (collectively "**Client**") and

**Caregiver(s):** \_\_\_\_\_, (collectively, "**Caregiver**").

Each Client and Caregiver may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

**1. Services.** Caregiver agrees to provide care to \_\_\_\_\_ ("Recipient") at \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_, \_\_\_\_\_. The care and services provided under this Agreement (the "Services") will include, but shall not be limited to the following:

**Meals:**

- Cleaning dishes
- Preparing meals
- Shopping for groceries
- Other: \_\_\_\_\_

**Housekeeping:**

- Changing linens
- Cleaning bathrooms
- Cleaning kitchens
- Caring of gardens
- Laundering
- Taking out garbage and recycling
- Other: \_\_\_\_\_

**Healthcare:**

- Administering medications
- Driving Recipient to healthcare appointments
- Picking up prescriptions for Recipient
- Scheduling healthcare appointments
- Other: \_\_\_\_\_

**Financial Decisions:**

- Paying Recipient's bills
- Managing Recipient's bank book
- Other: \_\_\_\_\_



**Personal Care:**

- Assist with dressing
- Assist with walking
- Exercising with Recipient
- Monitoring Recipient for safety
- Reading mails
- Other: \_\_\_\_\_

\_\_\_\_\_

**2. Schedule.** [Optional] The Caregiver shall follow a weekly schedule outlined by the Client as follows: \_\_\_\_\_.

In case if the Client needs to change the schedule for a specific day the Client shall notify the Caregiver at least \_\_\_\_\_ days in advance. If the Client notifies the Caregiver later on a short notice, the Caregiver can accept or reject the proposed modification in schedule. In case if the Caregiver rejects the modification on late notice, the Client shall pay for the Services in accordance with the initially agreed schedule.

**3. Payment.** Inconsideration for Caregiver's performance of the Services, Client shall pay Caregiver: \_\_\_\_\_ (Check \_\_\_\_\_ one)

- A Periodic Fixed Wage.** Client shall pay Caregiver \$ \_\_\_\_\_ (Check one)  per hour  per week  per month  per year  other: \_\_\_\_\_. Caregiver will be paid: (Check one)
- Every week. Caregiver will be paid on \_\_\_\_\_ [Day of the week] of every week.
  - Every month. Caregiver will be paid on the \_\_\_\_\_ [Day of the month] of every month.
  - Twice a month. Caregiver will be paid on the \_\_\_\_\_ [Days of the month] of every \_\_\_\_\_ month.
  - Other: \_\_\_\_\_.

- A Set Fee.** Client shall pay Caregiver \$ \_\_\_\_\_: (Check one)
- After the Caregiver completes the services.
  - Within \_\_\_\_\_ days after receiving Caregiver's invoice. Caregiver will submit invoices for payment within \_\_\_\_\_ days after the completion of the Services.

Other. \_\_\_\_\_

**4. Expenses. (Check one)**

Caregiver will be reimbursed. Except as otherwise specified in this Agreement, Client shall reimburse Caregiver for all pre-approved, reasonable and necessary costs and expenses incurred in connection with the performance of the Services.

Caregiver will NOT be reimbursed. All costs and expenses incurred by Caregiver in connection with the performance of the Services shall be the sole responsibility of and paid by Caregiver.



**5. Caregiver Benefits.**

**(A) Paid Leave.** Employee shall be entitled to paid leave in the amount of \_\_\_\_\_ days per year.

**(B). Sick Leave.** (Check one)

- Employee shall be entitled to paid sick leave of up to \_\_\_\_\_ days per year.
- Employee shall NOT be entitled to paid sick leave.

**(C) Personal Leave.** (Check one)

- Employee shall be entitled to paid personal leave of up to \_\_\_\_\_ days per year.
- Employee shall NOT be entitled to paid personal leave.

**(D) Other.** (Enter any other benefits) • \_\_\_\_\_

**6. Term and Termination.** Caregiver's engagement with Client under this Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_\_.

Termination (Check one)

- After all of the Services are completed. The Parties agree and acknowledge that this Agreement and Caregiver's engagement with Client under this Agreement shall terminate upon the completion of the Services by Caregiver.
- After a fixed period of time. The Parties agree and acknowledge that this Agreement and Caregiver's engagement with Client under this Agreement shall terminate after (Check one)
  - \_\_\_\_\_ days
  - \_\_\_\_\_ months
  - other: \_\_\_\_\_.
- On a specific date. The Parties agree and acknowledge that this Agreement and Caregiver's engagement with Client under this Agreement shall terminate on \_\_\_\_\_, 20\_\_\_\_\_.
- At will. Caregiver acknowledges and agrees that the engagement with Client is at will, subject to being terminated at the discretion of Client at any time, (Check one)  without prior notice  upon \_\_\_\_\_ days prior written notice to Caregiver. In addition, this Agreement may be terminated by Caregiver upon \_\_\_\_\_ days prior written notice to Client.

At the time of termination, Caregiver agrees to return all Client property used in performance of the Services, including but not limited to computers, cell phones, keys, reports and other equipment and documents. Caregiver shall reimburse Client for any Client property lost or damaged in an amount equal to the market price of such property.

**7. Confidentiality.** (Check one).

- Caregiver will NOT be exposed to confidential information.
- Caregiver will be exposed to confidential information.

**a. Confidential and Proprietary Information.** In the course of performing the Services, Caregiver will be exposed to confidential and proprietary information of Client. Any and all unique information disclosed to the Caregiver will be deemed to be Confidential Information including without limitation any personal information of



Recipient, their health status, information about daily activities and documents, unless Client gives a clear permission to disclose such information in a specific case.

**b. Confidentiality Obligations.** Except as otherwise expressly permitted in this Agreement, Caregiver shall not disclose or use in any manner, directly or indirectly, any Confidential Information either during the term of this Agreement or at any time thereafter, except as required to perform the Services or with Client's prior written consent.

**c. Rights in Confidential Information.** All Confidential Information disclosed to Caregiver by Client (i) is and shall remain the sole and exclusive property of Client, and (ii) is disclosed or permitted to be acquired by Caregiver solely in reliance on Caregiver's agreement to maintain the Confidential Information in confidence and not to use or disclose the Confidential Information to any other person. Except as expressly provided herein, this Agreement does not confer any right, license, ownership or other interest in or title to the Confidential Information to Caregiver.

**d. Irreparable Harm.** Caregiver acknowledges that use or disclosure of any Confidential Information in a manner inconsistent with this Agreement will give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, Client shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of Confidential Information. Client shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to, damages, both direct and consequential. In any action brought by Client under this Section, Client shall be entitled to recover its attorney's fees and costs from Caregiver.

**8. Insurance.** (Check one)

For the term of this Agreement, Caregiver shall obtain and maintain a policy of insurance, with appropriate and adequate coverage and limits, to cover any claims for bodily injury, property damage or other losses which might arise out of any negligent act or omission committed by Caregiver, if any, in connection with the performance of the Services under this Agreement.

For the term of this Agreement, Caregiver is NOT required to obtain and maintain a policy of insurance for injuries or damages.

**9. Mutual Representations and Warranties.** Both Client and Caregiver represent and warrant that each Party has full power, authority and right to execute and deliver this Agreement, has full power and authority to perform its obligations under this Agreement, and has taken all necessary action to authorize the execution and delivery of this Agreement. No other consents are necessary to enter into or perform this Agreement.

**10. Caregiver Representation and Warranties.** Caregiver represents and warrants that it has all the necessary licenses, permits and registrations, if any, required to perform the Services under this Agreement in accordance with applicable federal, state and local laws, rules and regulations and that it will perform the Services according to the Client's guidelines and specifications and with the standard of care prevailing in the industry.



**11. Governing Law.** The terms of this Agreement and the rights of the Parties hereto shall be governed exclusively by the laws of the State of \_\_\_\_\_, without regarding its conflicts of law provisions.

**12. Disputes.** Any dispute arising from this Agreement shall be resolved through: (Check one)

Court litigation. Disputes shall be resolved in the courts of the State of \_\_\_\_\_.  
(Check if applicable)

If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.

Binding arbitration. Binding arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

Mediation.

Mediation, then binding arbitration. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

**13. Assignment.** The interests of Caregiver are personal to Caregiver and cannot be assigned, transferred or sold without the prior written consent of Client.

**14. Amendments.** No supplement, modification or amendment of this Agreement will be binding unless executed in writing by both of the Parties.

**15. Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

**IN WITNESS WHEREOF,** the Parties have executed this agreement as of the date first written above.

\_\_\_\_\_  
**Client Signature**

\_\_\_\_\_  
**Client Full Name**

\_\_\_\_\_  
**Caregiver Signature**

\_\_\_\_\_  
**Caregiver Full Name**

