

# CAREGIVER AGREEMENT

**I. The Parties.** This Caregiver Agreement (“Agreement”) made \_\_\_\_\_, 20\_\_\_\_ is by and between \_\_\_\_\_ [“Recipient”] and \_\_\_\_\_ [“Caregiver”].

**II. Term of Agreement.** This Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_ [“Effective Date”] and may be terminated by either party upon reasonable notice to the other party.

**III. Purpose.** The purpose of this Agreement is to set forth the terms and conditions under which Caregiver will assist Recipient with instrumental activities of daily living in order for Recipient to continue to live at home and prevent Recipient from moving to a residential or nursing care facility.

**IV. Employment Status:** The Caregiver shall be recognized as a: (check one)

- **W-9 Employee.** This entitles the Caregiver to certain State and Federal rights in addition to being bound to certain withholdings. Caregiver will complete Form I-9 (available at [www.uscis.gov/forms](http://www.uscis.gov/forms)) and provide the required documentation verifying employment eligibility within 3 days of hire. Recipient will withhold the required Social Security & Medicare taxes from the Caregiver’s pay, along with income taxes per the Caregiver’s instructions on Form W-4 and state withholding form (if applicable). Recipient will pay Social Security & Medicare taxes as well as federal and state unemployment insurance taxes. Recipient will provide Caregiver with Form W-2 by January 31st after the calendar year concludes. Recipient will report Caregiver’s earnings to the Social Security Administration so that employee receives the appropriate credits. See **Exhibit A** for full-list of Caregiver’s Benefits.

- **1099 Independent Contractor.** The Caregiver is acting in their own accord providing a service which recognizes the Caregiver as an Independent Contractor as defined under Federal and State law. Therefore, Caregiver shall bear all responsibility for the payment of Social Security and Medicare taxes as well as any other withholdings as required under Local, State, and Federal law. If the Caregiver decides at any time to obtain unemployment insurance they shall have the right to do so under their own accord.

**V. Compensation.** Recipient shall pay Caregiver \$\_\_\_\_\_  - Hourly  - Daily  - Weekly  - Annually.

- **Caretaker’s Commitment.** The Caretaker shall provide their services: (check one)

- For at least \_\_\_\_ hours per week.

- On an “as-needed” basis.

- **Room and Board.** Recipient shall: (check one)

- Provide room and board and pay for all related expenses

- Pay Caregiver \$\_\_\_\_\_ per month for room and board, which consists of a proportional share of their mortgage/rent, taxes, insurance, heat, electricity, water, sewer, and groceries.

- **Reimbursement.** Recipient shall reimburse Caregiver for all out of pocket expenses borne by Caregiver in connection with the services performed for the Recipient's benefit.

- **Vehicle.** Expenses shall include mileage at the rate of \$\_\_\_\_\_ per mile.

**VI. Schedule.** The Caregiver: (check one)

- **Shall not be bound to a schedule.**

- **Shall be bound to the following \*schedule:**

Monday: \_\_\_\_:\_\_\_\_  A.M.  P.M to \_\_\_\_:\_\_\_\_  A.M.  P.M

Tuesday: \_\_\_\_:\_\_\_\_  A.M.  P.M to \_\_\_\_:\_\_\_\_  A.M.  P.M

Wednesday: \_\_\_\_:\_\_\_\_  A.M.  P.M to \_\_\_\_:\_\_\_\_  A.M.  P.M

Thursday: \_\_\_\_:\_\_\_\_  A.M.  P.M to \_\_\_\_:\_\_\_\_  A.M.  P.M

Friday: \_\_\_\_:\_\_\_\_  A.M.  P.M to \_\_\_\_:\_\_\_\_  A.M.  P.M

Saturday: \_\_\_\_:\_\_\_\_  A.M.  P.M to \_\_\_\_:\_\_\_\_  A.M.  P.M

Sunday: \_\_\_\_:\_\_\_\_  A.M.  P.M to \_\_\_\_:\_\_\_\_  A.M.  P.M

\*Schedule may change from time-to-time depending on the schedule and routine of the Recipient.

**VII. Services to be Performed.** Caregiver agrees to provide care to Recipient at \_\_\_\_\_ with a mailing address of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_.

Services to be provided by Caregiver will include, but shall not necessarily be limited to:

- **Transportation and errands:**

- Driving Recipient to medical, dental, adult day care and other appointments and activities;

- Shopping for groceries and other items needed by Recipient, and filling/refilling prescriptions;

- Running other errands for Recipient including but not limited to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- **Meals:**

- Preparing \_\_\_\_ meals per day as well as daily snacks for Recipient.

- Purchasing or assisting to get groceries on behalf of the Recipient.

- Acting as a companion at restaurants with the Recipient.

- **Housework:**

- Cleaning Recipient's living area;

- Laundry and changing linens.

- **Financial:** (if selected, may require a durable power of attorney)

- Paying Recipient's bills, balancing Recipient's check book, making deposits, dealing with health insurance, and other paperwork.

- Payment of: \_\_\_\_\_

- **Administration of Medication:**

- Ensuring the Recipient is taking all medications as prescribed;

- Assisting the Recipient with living and exercising routines;

- **Assistance with Everyday Life:**

- Transferring the Recipient from bed, chair, and toilet; ambulation, bathing, hygiene/grooming; toileting; eating.

- Scheduling tasks, managing the Recipient's calendar, making appointments with health care services and managing everyday tasks (e.g. haircuts, dental, etc.)

- Monitoring the Recipient for safety, including responding to alarm system to control wandering/fall risk.

- Monitoring the Recipient's health and bringing health problems to attention of health care providers.

Hereinafter known as the "Services".

**VIII. Vehicle.** The Caregiver: (choose one)

- Shall be provided with a vehicle to perform the Services for the Caregiver.

- Shall not be provided with a vehicle. Caregiver shall be reimbursed by the Recipient in accordance with the Internal Revenue Services (IRS) reimbursement rate per mile driven. Therefore, the Caregiver shall be required to maintain a mileage log and submit to the Recipient at the end of the payment period.

**IX. Social Media.** Caregiver understand that no information about his/her location, plans for the day, pictures of the Recipient or family members, associates, or friends shall be shared on any social media network. Caregiver will be required to not inform strangers or third (3<sup>rd</sup>) parties where he or she shall be spending their time during the day unless the Recipient grants

consent. Recipient may only grant such consent if he or she is able to make conscious decisions on their behalf.

**X. Amendments.** This Agreement may be modified or amended under the condition that any such amendment is attached and authorized by the Parties.

**XI. 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, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

**XII. Governing Law.** This Agreement shall be governed under the laws in the State of \_\_\_\_\_.

**XIII. Entire Agreement.** This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Caregiver and Recipient.

**Caregiver's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Recipient's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

# 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

**Caregiver’s Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Recipient’s Signature** \_\_\_\_\_ **Date** \_\_\_\_\_