

CAREGIVER AGREEMENT

Location: _____ Date: _____

Parties:

Employer (Client) Name: _____

Caregiver Name: _____

Address (Employer): _____

Address (Caregiver): _____

Phone/Email (Employer): _____

Phone/Email (Caregiver): _____

1. Engagement and Services:

Employer hereby engages Caregiver to provide personal care services, companionship, and other related services as mutually agreed upon. Caregiver agrees to provide these services in a professional, diligent, and competent manner consistent with industry standards.

2. Term of Agreement:

This Agreement shall commence upon mutual execution by the parties and shall continue until terminated by either party pursuant to the terms herein.

3. Duties of Caregiver:

Caregiver shall perform all duties with care and professionalism, including but not limited to: assistance with activities of daily living, medication reminders, light housekeeping, meal preparation, transportation to appointments, and any other services agreed upon by the parties.

4. Compensation:

Employer agrees to pay Caregiver at the rate agreed upon in writing for the hours worked. Payment shall be made on a ___ weekly/biweekly/monthly basis (choose one). Any overtime, if applicable, shall be compensated in accordance with applicable federal and state laws.

5. Work Schedule:

Caregiver's work schedule shall be as agreed upon by the parties. Any changes to the schedule must be communicated in advance and agreed upon by both parties.

6. Confidentiality:

Caregiver agrees to maintain confidentiality of all Employer's personal, medical, and financial information. This obligation shall survive the termination of this Agreement.

7. Termination:

Either party may terminate this Agreement at any time by providing written notice to the other party at least ___ days in advance. Employer may terminate immediately for cause, including neglect or abuse.

8. Independent Contractor Status:

Caregiver shall perform all services as an independent contractor and not as an employee of the Employer. Caregiver is responsible for all taxes, insurance, and benefits related to the services provided.

9. Insurance and Liability:

Caregiver shall maintain appropriate liability insurance coverage and agrees to indemnify and hold Employer harmless from any claims arising from Caregiver's actions or omissions while performing services.

10. Compliance with Laws:

Both parties shall comply with all applicable federal, state, and local laws, including but not limited to labor laws, healthcare regulations, and privacy statutes.

11. Dispute Resolution:

In the event of any dispute arising under this Agreement, the parties agree to first attempt resolution through mediation. If mediation fails, the dispute shall be resolved in the state or federal courts located in the jurisdiction of the Employer's residence.

12. Entire Agreement:

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, oral or written, relating to the subject matter herein. Any amendments must be in writing and signed by both parties.

13. Severability:

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

14. Notices:

All notices required under this Agreement shall be in writing and delivered by hand, certified mail, or nationally recognized overnight courier to the addresses set forth above or such other address as designated in writing.

15. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict-of-law principles.

EMPLOYER'S SIGNATURE

CAREGIVER'S SIGNATURE

Signature: _____

Signature: _____

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