

DISCLAIMER NOTICE

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"CONSUMER FRAUD" www.ag.ny.gov/bureaus/consumer_frauds/tips/consumer_fraud.html

Also, contact the Internal Revenue Service (IRS) at 1-800-829-1040 and
NYS Department of Labor at 1-800-4-NYSDOL for information about wages and taxes.

**IF YOU HAVE NOT DONE SO ALREADY, WE STRONGLY ENCOURAGE YOU
TO CONTACT A NY CONNECTS/OFFICE FOR THE AGING CAREGIVER
COUNSELOR AT 585-343-1611 TO DISCUSS LONG TERM CARE OPTIONS
AND PLANNING FOR FUTURE NEEDS**

Sample Caregiver Contract

The content of this document is based on of a document developed by Suzanne Howle of the law firm Thompson and Howle in Seattle. **WARNING.** As with any form contract, or, for that matter, any legal information obtained on the internet, it is highly urged that you carefully review and assess this sample. Users are strongly urged to seek legal advice before making any legal arrangement using this sample.

1. The parties to this agreement are:

a. _____, who will be referred to in this document as "**Client**", who is to receive care and assistance.

"Client"'s address and telephone number are: _____

b. **Employer**, _____, acting in the name of "Client" in the following capacity: ☐ Self ☐ guardian ☐ attorney-in-fact ☐ _____.

Employer (if different from "Client") address and telephone number are: _____

c. **Employee**, _____, who will be referred to as "Caregiver".

"Caregiver"'s address and telephone number are: _____

2. The purpose of this agreement is to set out the terms of employment and to establish what assistance "Caregiver" will provide to "Client".

3. "Client" is a person with impaired abilities and is a vulnerable person. "Client" is dependant on "Caregiver" and is not able to deal with "Caregiver" on equal terms. "Caregiver" will take special care not to take advantage of "Client" and not to unnecessarily influence "Client's" choices. "Caregiver" will not negotiate terms of employment with "Client". "Caregiver" will immediately disclose to "Employer" all gifts from "Client", and will return any gifts that "Employer" decides are excessive. "Caregiver" will under no circumstances assist "Client" to write checks unless authorized to do so in writing by "Employer". "Caregiver" will not influence "Client" in any way whatsoever regarding the writing of a will or other estate planning.

4. "Caregiver" will assist "Client" to live at home and to have as much control over the home environment and life as possible, under the circumstances.

5. "Caregiver" will be responsible directly to "Employer" to direct and approve the actions of "Caregiver". Services provided may include any of the following:

Personal Services: Assistance with the activities of daily living such as bathing, dressing, feeding, and other activities detailed the **Caregiver's Notebook**.

Personal Care: Assistance carrying out physicians' directions regarding care of "Client", carrying out the **Care Plan**, assistance with mobility and transfers, record keeping, preventing "Client" from wandering or otherwise harming self.

Household Services: Meal preparation according to a plan approved by "Employer", shopping, errands, house cleaning, laundry.

Record Keeping: "Caregiver" will keep records as set out in **Caregiver's Notebook**.

"Caregiver" will accompany "Client" on errands and appointments as directed by "Employer".

"Caregiver" will know the whereabouts and the physical condition of "Client" at all times while on duty, and will keep "Employer" informed of any changes.

"Caregiver" will make a written record of any accidents or other sudden events that bring harm or risk of harm to "Client". "Caregiver" will make use of emergency contact procedures to speak with an "Employer" representative personally about any such incidents.

Other services as agreed between "Caregiver" and "Employer".

6. Driving. *[check if applicable]*

☐ "Caregiver" states that s/he has a valid _____ State Driver's License, and agrees to provide a copy of such license.

[Choose one]

☐ "Caregiver" will provide transportation for "Client" in "Client's" vehicle to appointments, errands, shopping, and for social purposes. "Employer" is responsible for maintaining appropriate insurance coverage.

☐ "Caregiver" will provide transportation for "Client" in "Caregiver's" vehicle to appointments, errands, shopping, and for social purposes. "Caregiver" agrees to provide proof of liability and uninsured motorist insurance with policy limits of at least: \$ 100,000.00 for bodily injury, \$300,000.00 per incident maximum, and \$50,000.00 property damage. "Caregiver" promises to notify "Employer" immediately if insurance is terminated. If use of the "Caregiver's" auto for work purposes is routine, "Caregiver" will notify "Caregiver's" auto insurance carrier,

7. Work Schedule. "Caregiver" agrees to work according to a schedule established by "Employer" in consultation with "Client", and will not alter the schedule without at least 48 hours advance notice to "Employer" (to allow "Employer" to approve the alteration or make other arrangements.) "Caregiver" will not revise this schedule without the consent of "Employer".

8. Household Expenses. If "Caregiver" is provided with funds for household expenses, "Caregiver" will keep detailed records on forms provided by "Employer". Caregiver will only make purchases that are approved by "Employer".

9. Probation Period. During the first three months of employment "Employer" may terminate this agreement at any time with or without notice and without severance pay.

10. Termination. This agreement may be terminated at will by either "Employer" or "Caregiver" caregiver with two (2) weeks advance written notice.

"Employer" may terminate employment without cause with no advance notice. If this occurs, "Caregiver" will be entitled to two weeks severance pay at the rate of the average compensation over the past three months.

"Employer" may terminate employment with no advance notice and no severance pay if "Caregiver" has violated the terms of this agreement, or has been negligent, or acted in a way that could have allowed harm to "Client".

11. This agreement will be interpreted according to the laws of the State of _____. In any proceeding in which this agreement is construed or interpreted against its drafter, that construction or interpretation will not apply, and this agreement will be construed or interpreted to give effect to the parties' intent in accordance with the terms of this agreement.

12. Legal Representation. "Caregiver" acknowledges that s/he was told that s/he was free to consult with a lawyer to review this agreement prior to signing it and had ample opportunity to do so. "Caregiver" acknowledges that this is an arms-length transaction in which she was free to negotiate and did negotiate the terms of this agreement.

13. Attorney's Fees. In the event of any breach of this agreement, the party responsible for the breach agrees to pay reasonable attorneys' fees and costs incurred by the other party in the enforcement of this agreement or suit for recovery of damages. The prevailing party in any suit instituted arising out of this agreement will be entitled to receive reasonable attorneys' fees and costs incurred in such suit.

14. Hours, Compensation. The hours and hourly compensation of caregiver are subject to change at any time as agreed between "Caregiver" and "Employer". The initial arrangement is as follows:

Hours/days _____

Compensation _____

Employer

Date

Caregiver

Date

Source of Agreement content retrieved September 19, 2008 from:

http://www.caregivers.utah.gov/sample_contract.htm

Disclaimer Updated March 20, 2010