

ELDER CARE AGREEMENT

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This Elder Care Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[CAREGIVER LEGAL NAME], an individual residing at [CAREGIVER ADDRESS] (the "**Caregiver**"); and [CLIENT / EMPLOYER LEGAL NAME], [an individual / the family member or representative arranging care] residing at [CLIENT ADDRESS] (the "**Employer**"), acting on behalf of or together with [CARE RECIPIENT NAME], the individual receiving care (the "**Care Recipient**").

The Caregiver and the Employer are each a "**Party**" and together the "**Parties**."

Recitals. The Employer wishes to engage the Caregiver to provide non-medical personal care, companionship, and household support to the Care Recipient, and the Caregiver wishes to provide those services, on the terms below. This Agreement is intended to set clear expectations about duties, schedule, pay, and boundaries so that the Care Recipient receives safe, respectful, and consistent care. In consideration of the mutual promises below, the Parties agree as follows.

1. Engagement and Scope of Care

1.1 Engagement. The Employer engages the Caregiver to provide the personal care and support services described in this Section (the "**Care Services**") for the benefit of the Care Recipient at [CARE LOCATION / RESIDENCE ADDRESS] (the "**Residence**").

1.2 Personal care. Unless limited in writing, the Care Services may include assistance with bathing, grooming, dressing, toileting, mobility, transfers, and similar activities of daily living, performed within the Caregiver's training and comfort level.

1.3 Household and companionship support. The Care Services may also include light housekeeping, laundry, meal planning and preparation, medication reminders (not administration unless separately authorized and lawful), companionship, accompaniment to appointments, and [errands / transportation, if applicable].

1.4 Non-medical scope. The Caregiver is engaged to provide non-medical care only. The Caregiver will not perform skilled nursing, diagnose conditions, prescribe or administer medication, or perform any task that local law reserves to a licensed professional, unless the Caregiver holds the required license and the Parties agree in writing.

1.5 Care plan. The Parties will maintain a written care plan describing the Care Recipient's needs, routines, preferences, dietary restrictions, allergies, and emergency contacts. The care plan is incorporated by reference and may be updated by mutual agreement.

2. Schedule and Hours

2.1 Regular schedule. The Caregiver will provide Care Services on the following schedule: **[DAYS AND HOURS, e.g. Monday–Friday, 8:00 a.m.–4:00 p.m.]**, for approximately **[NUMBER]** hours per week.

2.2 Live-in or overnight care. **[If applicable: The Caregiver will reside at or remain overnight at the Residence on the following nights: [SPECIFY]. Sleep time, meal breaks, and on-call expectations are described in Schedule A and must comply with applicable wage-and-hour law.]**

2.3 Breaks and time off. The Caregiver is entitled to rest and meal breaks as required by applicable law. Requests for time off should be made at least **[NUMBER]** days in advance where reasonably possible.

2.4 Substitute care. If the Caregiver is unavailable due to illness or emergency, the Caregiver will notify the Employer as soon as possible so that substitute care can be arranged. The Caregiver may not delegate the Care Services to a third party without the Employer's prior approval.

2.5 Schedule changes. Either Party may propose a change to the schedule. Changes take effect only when agreed in writing (which may include email or text confirmation).

3. Compensation and Reimbursement

3.1 Pay rate. The Employer will pay the Caregiver at the rate of **[\$ AMOUNT]** per **[HOUR / DAY / WEEK]**.

3.2 Overtime. Where required by applicable federal, state, or local law, the Caregiver will be paid overtime for hours worked beyond the applicable threshold. The Parties will follow the overtime and minimum-wage rules that apply to domestic and home-care workers in **[STATE]**, which vary by jurisdiction.

3.3 Pay schedule. The Employer will pay the Caregiver **[WEEKLY / BIWEEKLY / MONTHLY]**, on **[PAY DAY]**, by **[CHECK / DIRECT DEPOSIT / OTHER]**.

3.4 Taxes and classification. The Parties intend that the Caregiver is **[an employee / an independent contractor]**. If the Caregiver is an employee, the Employer is responsible for withholding and remitting applicable employment taxes and providing any legally required wage statements and insurance. The classification of household workers is governed by law and may differ from the Parties' label; the Parties should confirm proper treatment with a tax advisor.

3.5 Reimbursable expenses. The Employer will reimburse the Caregiver for reasonable, pre-approved out-of-pocket expenses incurred for the Care Recipient (for example, groceries or supplies), upon presentation of receipts. Mileage for authorized driving will be reimbursed at **[RATE]** per mile.

3.6 No commingling of funds. The Caregiver will not commingle the Care Recipient's funds with the Caregiver's own. Any money provided for the Care Recipient's expenses will be tracked and accounted for with receipts.

4. Caregiver Conduct and Standards

4.1 Standard of care. The Caregiver will provide the Care Services with honesty, patience, dignity, and reasonable skill and care, and will treat the Care Recipient with respect and compassion.

4.2 Health and safety. The Caregiver will follow the care plan, maintain a safe environment, report hazards, and respond appropriately to emergencies, including calling **[EMERGENCY NUMBER]** and notifying the Employer.

4.3 Reporting changes. The Caregiver will promptly notify the Employer of any material change in the Care Recipient's physical or mental condition, any injury, fall, or medical event, and any concern about the Care Recipient's wellbeing.

4.4 Prohibited conduct. The Caregiver will not consume alcohol or be impaired while on duty, will not subject the Care Recipient to neglect or abuse, will not accept gifts, loans, or bequests from the Care Recipient beyond

ordinary wages, and will not make financial or legal decisions for the Care Recipient unless separately and lawfully authorized.

4.5 Background and references. The Caregiver represents that the information provided in any application, references, or background check authorization is true and complete.

5. Confidentiality and Privacy

5.1 Confidential information. The Caregiver will keep confidential all personal, medical, financial, and family information about the Care Recipient and the Employer learned in connection with the Care Services ("**Confidential Information**").

5.2 Use limitation. The Caregiver will use Confidential Information only to perform the Care Services and will not disclose it to anyone except as needed to provide care, as authorized by the Employer, or as required by law (including mandatory reporting obligations).

5.3 Survival. The confidentiality obligations in this Section survive the end of this Agreement.

6. Term and Termination

6.1 Term. This Agreement begins on the Effective Date and continues until terminated under this Section.

6.2 Termination for convenience. Either Party may terminate this Agreement for any reason on **[NUMBER, e.g. 14]** days' written notice.

6.3 Immediate termination. Either Party may terminate this Agreement immediately on written notice for serious cause, including abuse, neglect, theft, dishonesty, intoxication on duty, or a material breach of this Agreement, or if the Care Recipient requires a level of care beyond the agreed scope.

6.4 Effect of termination. On termination, the Employer will pay the Caregiver for all Care Services performed and approved expenses incurred through the effective date of termination. The Caregiver will return keys, equipment, funds, records, and other property of the Care Recipient or Employer.

6.5 Transition. Where reasonable, the Parties will cooperate to ensure a safe transition of care, including sharing the care plan and routines with any successor caregiver.

7. Liability, Insurance, and Indemnity

7.1 Insurance. The **[Employer / Caregiver]** will maintain **[homeowner's / liability / workers' compensation, as applicable and required by law]** insurance covering the engagement. The Parties should confirm what coverage local law requires for household and home-care workers.

7.2 Caregiver responsibility. The Caregiver is responsible for loss or damage caused by the Caregiver's gross negligence, willful misconduct, or dishonesty.

7.3 Indemnity by Employer. Except for matters caused by the Caregiver's gross negligence or willful misconduct, the Employer will indemnify the Caregiver against claims arising from conditions at the Residence or the Care Recipient's conduct that are outside the Caregiver's reasonable control.

7.4 Limitation. Neither Party is liable for indirect, incidental, special, or consequential damages, except for matters that cannot be limited under applicable law, including abuse, neglect, or willful misconduct.

8. General Provisions

8.1 Independent relationship documentation. The Parties will complete any forms and filings required by their chosen classification and applicable law.

8.2 Governing law and venue. This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the jurisdiction of the courts located in **[COUNTY, STATE]**.

8.3 Mandatory reporting. Nothing in this Agreement prevents either Party from making any report required by law, including reports of suspected abuse, neglect, or exploitation of a vulnerable adult.

8.4 Notices. Notices must be in writing and delivered to the addresses above (or as updated in writing) and are effective on receipt.

8.5 Entire agreement; amendment. This Agreement, together with the care plan and any schedules, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

8.6 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

8.7 Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CAREGIVER

EMPLOYER

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: N/A

Title: **[RELATIONSHIP TO CARE RECIPIENT]**

Date: _____

Date: _____

Acknowledged by Care Recipient (if able):

CARE RECIPIENT

Signature: _____

Printed name: **[NAME]**

Date: _____

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