



This Sample Caregiver Contract is designed for general informational purposes only. It is not intended to provide, and does not constitute legal or other professional advice by Poppins Payroll, LLC. You should consult with a lawyer if you intend to enter into a legal contract.

Caregiver Agreement

This Caregiver Agreement (this “Agreement”) is entered on _____, 20____ between _____ acting in the name of Client (identified below) in the following capacity: Self Guardian Attorney-in-fact _____ and _____ (the “Caregiver”) whereby the Caregiver agrees to provide care and assistance to _____ (“Client”) commencing on _____, 20____ in accordance with the terms and conditions set forth below:

1. Personal Information.

a. Employer Information.

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Numbers: _____

b. Caregiver’s Information.



C. Worksite Address.

Same as the Employer's address above.

Address: _____

City: _____ State: ____ Zip Code: _____

2. Work Hours and Location.

The Caregiver's work hours are as follows:

Monday: _____

Tuesday: _____

Wednesday: _____

Thursday: _____

Friday: _____

Saturday: _____

Sunday: _____

The Caregiver shall arrive promptly, and shall not depart early without specific consent from the Employer. The Caregiver and the Employer shall adapt to emergencies and unexpected changes to the schedule as they arise.

3. Compensation.

Salaried. The Caregiver shall receive a salary equal to \$_____ per _____. The salary is based on _____ hours of work per Pay Period at a rate of \$_____. Any hours in excess of _____ per week or _____ per day will be paid at the overtime rate of \$_____.

Hourly. The Caregiver shall be paid \$_____ per hour. Any hours in excess of _____ per week or _____ per day will be paid at the overtime rate of \$_____.

The Employer shall issue payment _____ (*weekly/bi-weekly/semi-monthly*) ("Pay Period"). All payroll shall be paid in arrears, which may be up to ten days after the end of the pay period.

All required employee-side taxes shall be withheld from the Caregiver's paycheck by the Employer per the law. The Employer shall pay all employer-side taxes as required by law.



4. The Caregiver's Duties.

The Caregiver shall devote the whole of Caregiver's time, attention and ability, while on duty, for the performance of Caregiver's duties hereunder, and shall follow all lawful instructions of the Employer. The Caregiver agrees to perform the following selected duties as a requirement of employment:

- Put the absolute safety of the Client first before all other responsibilities.
- Tend to basic needs of the Client, such as: _____

- Bathe the Client at least _____ times per week.
- Prepare the following meals for the Client: _____
Note that Client has the following dietary restrictions:

_____.
- Tiddy up after the Client.
- Perform the following cleaning: _____

- Participate and supervise the following activities with the Client: _____

- Administer medicine to Client as follows (this may be modified at any time by the Employer):

- Perform the following rehabilitative or therapeutic services: _____



- Use the Client's automobile to drive the Client to appointments, activities and events. Caregiver shall not drive an automobile with the Client without a valid driver's license.
- Use the Caregiver's automobile to drive the Client to appointments, activities and events; and keep the Caregiver's automobile in good repair (at the Caregiver's cost) and sanitary condition at all times when it is being used to transport the Client. Caregiver shall not drive an automobile with the Client without a valid driver's license
- Take the Client to the following appointments, activities and events: _____

- Do laundry for the Client as needed.
- Launder the bed linens of the Client at least once every _____.
- Grant access to home for service personnel (e.g. cable/telephone repairman, pest control, package delivery, housekeeping and maid services, etc.).
- Purchase groceries (at the expense of the Employer) for the Client.
- Keep a daily journal with a narrative of meals, medication, activities and other events such as _____

- Other duties: _____

5. Client Medical Issues.

Caregiver acknowledges that Client has the following health, cognitive and/or behavioral conditions:

Caregiver represents that Caregiver has sufficient training and abilities to provide the care and assistance described in this Agreement to someone with the conditions described above.



Client has the following doctors:

Name	Specialty	Phone
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Name	Specialty	Phone
------	-----------	-------

Name	Specialty	Phone
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Caregiver should reach out to Client's doctors if issues arise and Caregiver is unable to consult with Employer.

Caregiver should reach out to Client's doctors if _____

6. Emergency.

In the event of a medical or other emergency, Caregiver should immediately call 911. Caregiver should also notify Employer and _____.

7. Benefits.

a. Holidays. The Caregiver shall receive the following paid unpaid holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and _____. If any of the above holidays occur on a weekend, the Caregiver shall be given the official federal holiday that is observed.

b. Paid Time Off. The Caregiver shall be granted paid time off ("PTO") of ____ days (the "PTO Grant") per twelve months of service. PTO may be used for any reason, including vacation, illness, medical appointments, family care, and personal business. The Caregiver shall be eligible for PTO starting ____ days after the first day of work.

The Caregiver's PTO balance will build at a weekly rate of the PTO Grant divided by 52. The maximum PTO balance is equal to the PTO Grant. Once the Caregiver has reached the maximum PTO balance, the Caregiver will not build any additional PTO until the Caregiver's PTO balance falls below the maximum PTO Balance. In the event that the Caregiver's employment is terminated, either voluntarily or involuntarily, the Caregiver shall not have the right to payment for the amount of PTO balance the Caregiver had at the time of the Caregiver's termination (unless otherwise required by state law).



Note: Some states and municipalities require employers to give their employees PTO or sick leave. Check out the Poppins Payroll Resource Pages (<https://www.poppinspayroll.com/resources>) for more info on your state.

c. Notice. The Caregiver agrees to use best efforts to give the Employer sufficient advance notice before being absent due to illness. The Caregiver agrees to give the Employer at least _____ weeks' advance notice before taking vacation.

d. Insurance.

- The Caregiver understands that medical insurance is not provided by the Employer.
- The Employer shall provide the following health insurance benefits for the Caregiver:

- The Employer shall pay _____% of the Caregiver's automobile insurance (not including the deductible).
- The Employer shall provide Workers Compensation insurance. Note: This is required in some states. Check out the Poppins Payroll Resource Pages (<https://www.poppinspayroll.com/resources>) for more info on your state.

e. Automobile.

- The Caregiver shall be compensated for work related mileage at the federal reimbursement rate per mile.
- The Caregiver shall use an automobile provided by the Employer for work related use only work and personal use.
- _____

f. Meals and Food.

- The Caregiver shall have the option of preparing meals for Caregiver from food purchased by the Employer.
- The Caregiver shall provide for Caregiver's own meals.

g. Additional Benefits and Reimbursements.

- The Employer will reimburse the Caregiver for all pre-approved expenses incurred by the Caregiver while caring for the Client.
 - The Employer shall also provide and/or reimburse: _____
- _____



8. House Rules.

The Caregiver is is not allowed to have visitors. The Caregiver shall provide ____ hours advance notice of visitors.

- The Caregiver will provide the Employer with advance notice of any excursions in an automobile outside the home more than ____ blocks from the home more than ____ miles from the home.
- The Caregiver understands that smoking is not permitted. The Caregiver agrees never to smoke (and to not allow Caregiver's visitors to smoke) in the workplace or while providing childcare to the Client even on walks or outside activities.
- The Caregiver is not permitted to use, or be under the influence of, alcohol or illegal drugs while the Caregiver is on duty. The Caregiver shall not be under the influence of any substance, even if legal or by prescription, if it impairs Caregiver's ability to care for the Client.
- The Caregiver agrees to maintain valid credentials for providing care according to state law including but not limited to child CPR and First Aid. The Caregiver will provide proof of credentials at the request of the Employer.
- The Caregiver shall keep up on all recommended vaccinations and shall obtain annual influence vaccinations.
- Other house rules: _____

_____.

9. Term and Termination Of Employment.

The term of this Agreement shall continue until it is terminated by either party in accordance with the provisions hereof. The Caregiver is an at will employee and may choose to work for the Employer for as little or as long as the Caregiver desires. Likewise, the Employer may continue the Caregiver's employment for as little or as long as they wish. Both parties agree to provide _____ days advance notice of intent to terminate this Agreement (or pay in lieu of such notice), except when such termination is for cause. At time of termination, and prior to receipt of final paycheck, the Caregiver agrees to return all property of the Employer, including, but not limited to, house and car keys and remote entry devices.



The Employer may immediately terminate for cause and without any advance notice for the following:

- Allowing the safety of the Client to be compromised
- Inconsistent or non-performance of agreed upon job responsibilities
- Dishonesty or lying
- Stealing
- Misuse of the Client's automobile
- Breach of confidentiality clause
- Persistent tardiness of more than 15 minutes without valid reason
- Unapproved visitors
- Smoking during work hours
- Consumption of alcohol during work hours
- Illegal drug use
- Breach of any of the terms of this Agreement by the Caregiver
- Reasonable apprehension that the Caregiver will cause harm to the Client, the Employer or the property of either.

The Caregiver may immediately terminate for cause and without any advance notice for the following:

- Failure of the Employer to remit payment within ___ days of notice that payment was not received on the due date
- Failure of the Employer to provide a safe work environment
- Breach of any of the terms of this Agreement by the Employer



10. Confidentiality.

The Caregiver understands that any and all private information obtained about the Client and the Employer during the course of employment, including, but not limited to, medical, financial, legal, career and assets are strictly confidential and may not be disclosed to any third party for any reason. The obligations of the Caregiver under this clause shall survive termination of this Agreement.

11. Social Media Policy.

- The Caregiver understands that no information about Client or pictures of Client should be shared on any social media network.
- The Caregiver may post appropriate photographs of Client on social media.

12. Accuracy and Completeness of Information.

The Caregiver represents and warrants that the information contained in or provided in the course of Caregiver's application or interview for this position is accurate in all material respects, and that Caregiver did not omit any material information that was requested. Further, the Caregiver represents and warrants that Caregiver does not have a criminal record, that Caregiver is permitted to work in the United States. The Caregiver agrees to promptly notify the Employer in the event that Caregiver is convicted of a crime.

13. General Provisions.

a. Entire Agreement. This Agreement contains the entire understanding of the Caregiver and the Employer with respect to employment of the Caregiver and supersedes any and all prior understandings, written or oral. This Agreement may not be amended, waived, discharged or terminated orally, but only by an instrument in writing, specifically identified as an amendment to this Agreement, and signed by all parties. By entering into this Agreement, the Caregiver certifies and acknowledges that Caregiver has carefully read all of the provisions of this Agreement and that Caregiver voluntarily and knowingly enters into said Agreement.

b. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be deemed severable from the remainder of this Agreement, and the remaining provisions contained in this Agreement shall be construed to preserve to the maximum permissible extent the intent and purposes of this Agreement. Any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

c. Governing Law. This Agreement shall be construed under and in accordance with the laws of the state where the workplace is located.



IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered.

Employer:

Signature: _____

Printed Name: _____

Caregiver:

Signature: _____

Printed Name: _____

