

CAREGIVER AGREEMENT

The parties to this agreement are: _____ & _____ who will be referred to in this document as "Client", who is to receive care and assistance, and _____ & _____ who will be referred to as "Caregiver", who will furnish care and assistance.

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

The Client is a person with impaired abilities and is a vulnerable person. The Client will depend on the Caregiver and the Caregiver will take special care to not take advantage of the Client and to not unnecessarily influence the Client's choices. The Caregiver will under no circumstances assist the Client to write checks unless authorized to do so in writing. The Caregiver will not influence the Client in any way whatsoever regarding the writing or changing of a will or other estate planning unless so authorized by the family member of record.

The Caregiver will assist the Client to have as much control over her home environment and life as possible, under the circumstances.

The Caregiver will be responsible for Services provided which may include any of the following:

Personal Services: Assistance with the activities of daily living such as bathing, dressing, feeding, and other activities which may be deemed necessary to maintain the Client's immediate environment and accompanying the Client on errands and appointments when necessary.

Personal Care: Assistance in carrying out physician's directions regarding care of the Client and assistance with mobility and transfers, record keeping and preventing the Client from wandering or otherwise harming themselves.

Household Services: Meal preparation according to an approved plan, shopping, errands, room cleaning and laundry.

The Caregiver will know the whereabouts and the physical condition of the Client at all times while on duty.

The Caregiver will make a written record of any accidents or other sudden events that bring harm or risk of harm to the Client and will report any such incidents to the family member of record. The Caregiver will make use of emergency contact procedures when necessary.

Driving

The Caregiver states that they have a valid Driver's License and agree to provide a copy of such license if transportation is part of this agreement.

The Caregiver will provide transportation for the Client in the Client's vehicle to appointments, errands, shopping, and for social purposes.

Caregiver will provide transportation for the Client in the 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. The Caregiver promises to notify the family member of record if insurance is terminated.

Work Schedule

Caregiver agrees to work according to a schedule and will not alter the schedule without at least 48 hours advance notice to family member of record. Caregiver will not revise this schedule without the consent of family member of record.

Household Expenses

If the Caregiver is provided with funds for household expenses, the Caregiver will keep detailed records on forms provided by family member of record. The Caregiver will only make purchases that are pre-approved by the family member of record.

Termination

This agreement may be terminated at will by the Caregiver with two (2) weeks advance written notice. This agreement may be terminated by the Client without cause and with no advance notice. If this occurs, the Caregiver will be entitled to two weeks severance pay at the rate of the average compensation over the past three months. If the Caregiver has violated the terms of this agreement or has been negligent or acted in a way that could have allowed harm to the client, the Caregiver will be entitled to no severance pay.

This agreement will be interpreted according to the laws of the State of New Jersey and will be construed or interpreted to give effect to the parties' intent in accordance with the terms of this agreement.

Legal Representation

The Caregiver acknowledges they were told that they were free to consult with a lawyer to review this agreement prior to signing it and had ample opportunity to do so. The Caregiver acknowledges that this is an arms-length transaction in which they were free to negotiate and did negotiate the terms of this agreement.

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.

Documentation & Accounting:

The Caregiver must provide a log of the following:

- 1) all expenses incurred; provide a ledger or bank statement
- 2) hours provided for care performed for the week
- 3) a itemized list of duties provided for the week
- 4) copy of the drivers license (if driving client)
- 5) ledger or bank statement

Compensation

The hours and the hourly, weekly or monthly compensation paid to the Caregiver are subject to change at any time as agreed between the Client and the Caregiver. The initial arrangement is as follows:

Hours/days 24/7 Care or as needed

Compensation \$ _____ per day plus any other expense that may be incurred for care.

Client:

Date

Client:

Date

Caregiver Name:

Date

Caregiver Name:

Date

