



SAMPLE SENIOR CARE CONTRACT

Dear _____,

Thank you for providing this much-needed care! The following contract is to make sure we are all on the same page about responsibilities, vacation days, taxes, payments and schedules. The attached "Senior Care Rules" and "Daily Schedule" offer a little more information about how our family works and how we are hoping you can assist our loved one. While the below contract is very black and white, the addendum will be an agile document and we know things might change.

This contract, executed on _____, between _____ and _____, has the following terms of employment:

1. START DATE

Employee will start employment on _____ and continue until either party elects to terminate the relationship.

2. WORKSITE ADDRESS

Work will be performed at _____.

3. WORK SCHEDULE

The following represents a typical schedule*. Employer will limit fluctuations as much as possible and provide as much notice as possible.

- Sat. Begin: _____ am/pm End: _____ am/pm Resume: _____ End: _____ Daily Hours _____
- Sun. Begin: _____ am/pm End: _____ am/pm Resume: _____ End: _____ Daily Hours _____
- Mon. Begin: _____ am/pm End: _____ am/pm Resume: _____ End: _____ Daily Hours _____
- Tue. Begin: _____ am/pm End: _____ am/pm Resume: _____ End: _____ Daily Hours _____
- Wed. Begin: _____ am/pm End: _____ am/pm Resume: _____ End: _____ Daily Hours _____
- Thur. Begin: _____ am/pm End: _____ am/pm Resume: _____ End: _____ Daily Hours _____
- Fri. Begin: _____ am/pm End: _____ am/pm Resume: _____ End: _____ Daily Hours _____

* If the employee is required to be at the worksite for 24 consecutive hours or more, federal law allows an employer to exclude up to 8 hrs of sleep time if employer provides adequate sleeping arrangements, employee is able to sleep uninterrupted by work tasks for at least 5 consecutive hours and the employee accepts the arrangement. Employers in California are NOT allowed to exclude sleep time.

Based on the above schedule, employee _____ accepts does not accept a sleep time exclusion.

4. JOB RESPONSIBILITIES

Here are some of the things you will be responsible for during this job:

Social Pursuits

- Going on walks or sitting outside
- Reading out loud
- Playing card or board games
- General companionship and conversation

Bedroom

- Help with getting in and out of bed
- Change bed sheets
- Straighten room

Personal Care

- Assist with transfers from chairs, bath, etc.
- Assist with bathing
- Assist with toileting
- Assist with dressing
- Assist with walking
- Assist with exercises
- Assist with personal grooming
- Observe and record any health or behavior changes

Meals and Nutrition

- Plan ___ meals and ___ snacks a day
- Prepare and serve food
- Assist with feeding
- Clean, dry and put away dishes
- Wipe counters and stove
- Grocery shopping

General Duties

- Clean bathtub, toilet and sink
- Empty trash cans and take out garbage
- Sort recycling items
- Care for pets
- Wash, dry, fold and put away laundry
- Vacuum carpets and sweep floors
- General dusting & cleaning of home surfaces
- Secure home when leaving
- Water plants and/or maintain garden
- Shovel and/or de-ice steps

Health Care

These services should be provided by a licensed therapist or nurse. It is advised to see a current license and make a copy.

- Speech therapy
- Wound care or bandaging
- Rehabilitative or therapeutic physical
- Occupational therapy
- Medication prompting

Providing Transportation*

- Employee will be provided a vehicle
- Beauty or personal care
- Social visits to family and friends
- Medical and dental appointments
- Arranging for alternative transportation
- Faith-based events

* If a vehicle is not provided, any miles driven while on the clock using the employee’s car will be reimbursed and the IRS Mileage Reimbursement Rate of 56 cents per mile. This covers the cost of gasoline, as well as general wear and tear on the vehicle. Employee will maintain and mileage log and submit to employer for reimbursement at the end of the pay period.

Additional timelines and instructions are attached in the Senior Care Rules and Daily Schedule

5. NOTES ABOUT THE PERSON RECEIVING CARE

The person you will care for, _____, can cannot be left alone and has been diagnosed with _____. This can cause these changes in his/her behavior: _____

Please include any essential information about dementia, Alzheimer’s, food allergies, chronic pain, or other conditions.

6. COMPENSATION

Regular rate of pay = \$ _____ per hour
+ Overtime rate of pay = \$ _____ per hour (for more than 40 hours in a week)
Total compensation = \$ _____ per week

Wages will be paid at worksite address Weekly (Every Friday)
 Bi-Weekly (Every Other Friday or 26 times per year)

Method of Payment: _____

Please reference the Labor Law Rules addendum for additional notes on overtime and any exemptions

Tax-Advantaged Benefits

In addition to the wages stated above, employer will contribute to the following employee expenses. These amounts are considered non-taxable compensation (up to the limits noted below), meaning neither employer nor employee will pay any taxes on this portion of the compensation.

- Health Insurance at \$ _____ per month (up to total amount of premium)
- Public Transportation at \$ _____ per month (up to \$270*/month)
- Parking at \$ _____ per month (up to \$270^/month)
- College Tuition at \$ _____ per month (up to \$5,250 per year)
- Cell Phone service at \$ _____ per month (up to total amount of bill)

*Families in Massachusetts are capped at \$145/month for this benefit.

^ Families in Massachusetts are capped at \$275/month for this benefit.

7. TAX WITHHOLDING/REPORTING

Employee will complete Form I-9 (available at www.uscis.gov/forms) and provide the required documentation verifying employment eligibility within 3 days of hire. Employer will withhold the required Social Security & Medicare taxes from the employee's pay, along with income taxes per the employee's instructions on Form W-4 and state withholding form (if applicable).

Employer will pay Social Security & Medicare taxes as well as federal and state unemployment insurance taxes. Employer will provide employee with Form W-2 by January 31st after the calendar year concludes. Employer will report employee's earnings to the Social Security Administration so that employee receives the appropriate credits.

For help with the payroll and tax process, please call HomePay at (888) 273-3356.

8. PAID TIME OFF

Employee will receive the following paid time off:

- Sick Leave: _____ hours per year. Advanced notice is requested for any appointments which may cause the employee to miss work.
- Vacation: _____ hours per year. Employee will request to use vacation time at least ___ week(s) in advance. (Please see Senior Care Rules for how approval of vacation will be determined).

Paid Time Off Notes: Families are not required by federal law to provide paid time off. However, there are several cities/counties/states that mandate paid sick leave and/or vacation. Please call 888-273-3356 for details.

9. HOLIDAYS

Employer will provide the following **PAID** Holidays:

- | | |
|---|---|
| <input type="checkbox"/> New Year's Day | <input type="checkbox"/> Martin Luther King, Jr.'s Birthday |
| <input type="checkbox"/> President's Day | <input type="checkbox"/> Memorial Day |
| <input type="checkbox"/> July 4 th | <input type="checkbox"/> Labor Day |
| <input type="checkbox"/> Thanksgiving Day | <input type="checkbox"/> Christmas Day |
| <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |

Employer will also provide the following **UNPAID** holidays (check any that apply):

- | | |
|---|---|
| <input type="checkbox"/> New Year's Day | <input type="checkbox"/> Martin Luther King, Jr.'s Birthday |
| <input type="checkbox"/> President's Day | <input type="checkbox"/> Memorial Day |
| <input type="checkbox"/> July 4 th | <input type="checkbox"/> Labor Day |
| <input type="checkbox"/> Thanksgiving Day | <input type="checkbox"/> Christmas Day |
| <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |

Holiday Pay Note: Families are not required by law to provide paid holidays.

10. GROUNDS FOR TERMINATION

Employer may terminate employee for any legally permissible reason including, without limitation:

- Allowing the safety of the senior to be compromised
- Inconsistent or non-performance of agreed-upon job responsibilities
- Concerning issues in background check
- Dishonesty
- Stealing
- Misuse of family automobile
- Breach of confidentiality clause
- Persistent absenteeism or tardiness
- Allowing unapproved guests to enter the home
- Smoking or consumption of alcohol while on duty
- Use of an illegal drug
- Overuse of cell phone or computer while on duty
- Negotiating terms of employment with the senior directly
- Failing to disclose any additional monies or gifts given to caregiver by senior
- _____
- _____

11. SOCIAL MEDIA POLICY

Employee understands that no information about his/her location, plans for the day or pictures of family members should be shared on any social media network. Employee will also not tell strangers to the family (i.e. caregiver’s friends) where he/she is spending the day, unless the family has authorized.

12. RAISES & REVIEWS

Upon the first 90 days, employee will have an initial review with the family to check in and gauge how the relationship is going. Afterwards, employee will receive a formal review _____.

At this time, employee will be eligible for a raise based on the following factors:

- _____
- _____
- _____
- _____

Raise and review notes: Employers are not required to give caregivers raises, but it is common practice. Check the Bureau of Labor Statistics website for the Consumer Price Index (www.bls.gov/cpi) to see the rate of inflation as a starting point.

Employer hereby agrees to be fully bound by the terms of this contract.

Employer Signature: _____

Printed Name: _____

Employer Address: _____

Employer Telephone Number: _____

Employer Email: _____

Date: _____

Employee hereby agrees to be fully bound by the terms of this contract.

Employee Signature: _____

Printed Name: _____

Employee Address: _____

Employee Telephone Number: _____

Employee Email: _____

Date: _____

LABOR LAW NOTES

Overtime

With very few exceptions, senior caregivers are classified as “non-exempt” workers, which entitles them to be paid for every hour they work. Overtime (time-and-a-half) must be paid for each hour worked over 40 in a 7-day workweek.

Generally, live-in employees are exempt from overtime requirements, however, the states of CA, HI, MD, MA, MN, ME, NJ, NV, NY and OR have special overtime requirements for live-in employees. Your caregiver is considered a live-in employee if their primary residence is the home of the person they are caring for, or if they work 120 hours or more per week.

The state of California also has a daily overtime requirement if the caregiver works more than 9 hours in a day. Call HomePay at (888) 273-3356 for details.

Companion Worker Designation

The Department of Labor allows employers to be exempt from minimum wage and overtime if they hire a companion caregiver. It’s a very narrowly defined worker whose primary role is to provide “fellowship and protection.” This means the caregiver’s duties are usually restricted to reading, taking walks, playing games, etc.

If the caregiver spends more than 20% of his/her time on Activities of Daily Living, such as cleaning the house, assisting with meals, transferring, etc., they would not fit the definition. It’s also important to note that, even if the worker qualifies as a companion, some states will not allow families to take the overtime exemption. Please call HomePay if you believe you are hiring a companion and we’ll be happy to explain these rules further.

SENIOR CARE RULES

This is a document that both Employer and Employee will work with and develop together. The goal is to fill out this document at the start of the working relationship, but update it as the senior's needs develop and change -- and the trust grows deeper between family members and caregiver.

Date: _____

Family Philosophy:

Describe yourselves and how you want your parent or loved one to be cared for. Explain what is important to you (i.e., caring and compassionate treatment, retaining mom or dad's dignity, monitoring medications carefully, etc.). How independent is your loved one? Will s/he have a large say in day-to-day needs or does s/he need direction? Describe how much involvement you will have and how much managing you will want to do of your loved one's daily schedule.

Family History:

Share a little bit about your family and the history of your loved one (Were they married for 50 years? What was their career or their favorite hobby?), so the caregiver gets to know them.

Specific Diagnoses:

Does your loved one have a medical diagnosis like diabetes, congestive heart failure or dementia? Let your caregiver know the specifics and history here.

Attention:

Can your loved one be left alone? Some seniors have certain illnesses that require supervision at all times. If this is the case, be very clear with your caregiver about this. What steps should your caregiver take if another caregiver or family member is late to relieve him or her of their duties?

Medication Monitoring:

Will the caregiver need to prompt your loved one to take medication at designated times? What happens if your loved one refuses to take the medication? See the Daily Schedule for Senior Caregivers for proper medication schedules and dosages.

Physical or Cognitive Impairments:

Let your caregiver know of any physical or cognitive impairment your loved one has. How is their hearing? Do they need eye glasses? Does arthritis make getting out of bed difficult? Will your loved one know how to follow the caregiver's instructions without help? If your loved one gets confused or anxious, let your caregiver know and share common triggers and best practices for calming them down.

Typical Reactions to Receiving Care:

If your loved one is very independent, make sure your caregiver knows when and how to approach with offers of help. Do they reject assistance with one activity, but accept it with another? Do you have any tips to offer?

Handling Behavioral Issues:

This is typically a necessary area to cover if your loved one has Alzheimer's or another form of dementia. As mentioned above, you'll want to let your caregiver know what kinds of situations can trigger difficult behaviors (such as aggression or another emotional state) in your loved one. Triggering situations can be time of day, certain activities, the caregiver's emotional state and much more.

Additional Care:

What doctors is your loved one currently seeing or what types of additional care or therapies (such as physical therapy) are in progress or anticipated? Do the providers come to the house or will the caregiver need to bring your loved one to appointments?

In-Home Entertainment Options:

Does your loved one have a favorite television show? Does he or she like to read, be read to, listen to specific music, play cards, do puzzles, listen to the radio or do crafts? Do they have regular visitors in the home?

Visitors:

Does your loved one have regular visitors in the home? Who is allowed/not allowed? Are there any restrictions on how long your loved one can have visitors?

Sleep Preferences:

Talk about your loved one's typical sleep patterns and needs. Explain any particular rituals or habits they like to follow. Do they need a nap after lunch or following a doctor's appointment? Should the room be dark? Do they want the temperature warm or cool?

Communication:

Would you like to hear from the caregiver throughout the day or get overall daily or weekly updates? What particulars do you want to know about immediately? What can wait? Do you want a phone call, text or email? Do you want a written record of the day? How would you like to discuss concerns that arise? Is the caregiver allowed to discuss your loved one's care with other relatives? Which ones?

In an Emergency:

What do you want your caregiver to do in an emergency? After calling emergency services, who else should be notified? List names and numbers here.

Name: _____	Phone Number: _____

SAMPLE DAILY SCHEDULE:

12:00am _____
1:00am _____
2:00am _____
3:00am _____
4:00am _____
5:00am _____
6:00am _____
7:00am _____
8:00am _____
9:00am _____
10:00am _____
11:00am _____
12:00pm _____
1:00pm _____
2:00pm _____
3:00pm _____
4:00pm _____
5:00pm _____
6:00pm _____
7:00pm _____
8:00pm _____
9:00pm _____
10:00pm _____
11:00pm _____

Medication Prompting

Medication: _____
Dose: _____
Scheduled times to take: _____
Prescribing doctor: _____
Additional notes: _____

Medication: _____
Dose: _____
Scheduled times to take: _____
Prescribing doctor: _____
Additional notes: _____

Medication: _____
Dose: _____
Scheduled times to take: _____
Prescribing doctor: _____
Additional notes: _____

Medication: _____
Dose: _____
Scheduled times to take: _____
Prescribing doctor: _____
Additional notes: _____

Employer has completed these rules to the best of their ability and agrees to the terms.

Employer Signature: _____

Printed Name: _____

Date: _____

Employee hereby agrees to be fully bound by the terms of these rules.

Employee Signature: _____

Printed Name: _____

Date: _____

* This document and the information in it is presented to be used solely as an example and general guide and is not intended as legal advice. By using this document, the user hereby agrees to release and hold harmless Care.com and Breedlove & Associates, LLC from any liability arising under or relating to this "Sample Senior Care Contract" document, whether arising in contract, equity, tort or otherwise.