



## CLIENT AGREEMENT

**I. The Parties.** This Caregiver Agreement (“Agreement”) made \_\_\_\_\_, 20\_\_\_\_ is by and between \_\_\_\_\_ [“Recipient”] and Empathetic Care LLC [“Caregiver”].

**II. Term of Agreement.** This Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_ [“Effective Date”] and may be terminated by either party upon reasonable notice to the other party, but not less than one week.

**III. Purpose.** The purpose of this Agreement is to set forth the terms and conditions under which Caregiver will assist Recipient with instrumental activities of daily living.

**IV. Service Minimum and direct hire:**

Four-hour service minimum. It is unethical and against Empathetic Care llc’s policy for a client to directly hire an Empathetic Care employee or contractor. It is also forbidden for employees or contactors to solicit a client to hire them directly.

**V. Compensation.** Recipient shall pay Empathetic Care, LLC \$\_\_\_\_\_  - Hourly  - Daily  - Weekly  - Annually.

Invoices will be sent , weekly\_\_\_\_\_ bi weekly\_\_\_\_\_ monthly\_\_\_\_\_ before services and is due before service starts for that invoiced period. A separate invoice will be sent for any additional service hours, which is due when received. If the Recipient listed above is not the party financially responsible, the party named below acknowledges and accepts all the terms listed in this agreement. Furthermore, the below named party accepts financial responsibility for all invoices.

Name: \_\_\_\_\_ Relationship to Recipient: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

- **Caretaker’s Commitment.** The Caretaker shall provide their services: (check one)

- For at least \_\_\_\_\_ hours per week.

- On an “as-needed” basis.

- **Reimbursement.** Recipient shall reimburse Caregiver for all out of pocket expenses borne by Caregiver in connection with the services performed for the Recipient's benefit.

- **Vehicle.** Expenses shall include mileage at the rate of \$0.58 per mile,

**VI. Schedule.** The Caregiver: (check one)

- **Shall not be bound to a schedule.**

- **Shall be bound to the following \*schedule:**

Monday: \_\_\_\_:\_\_\_\_  A.M.  P.M to \_\_\_\_:\_\_\_\_  A.M.  P.M

Tuesday: \_\_\_\_:\_\_\_\_  A.M.  P.M to \_\_\_\_:\_\_\_\_  A.M.  P.M

Wednesday: \_\_\_\_:\_\_\_\_  A.M.  P.M to \_\_\_\_:\_\_\_\_  A.M.  P.M

Thursday: \_\_\_\_:\_\_\_\_  A.M.  P.M to \_\_\_\_:\_\_\_\_  A.M.  P.M

Friday: \_\_\_\_:\_\_\_\_  A.M.  P.M to \_\_\_\_:\_\_\_\_  A.M.  P.M

Saturday: \_\_\_\_:\_\_\_\_  A.M.  P.M to \_\_\_\_:\_\_\_\_  A.M.  P.M

Sunday: \_\_\_\_:\_\_\_\_  A.M.  P.M to \_\_\_\_:\_\_\_\_  A.M.  P.M

\*Schedule may change from time-to-time depending on the schedule and routine of the Recipient.

**VII. Services to be Performed.** Caregiver agrees to provide care to Recipient at \_\_\_\_\_ with a mailing address of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_.

Services to be provided by Caregiver will include, but shall not necessarily be limited to:

- **Transportation and errands:**

- Driving Recipient to medical, dental, adult day care and other appointments and activities;

- Shopping for groceries and other items needed by Recipient, and filling/refilling prescriptions;

- Running other errands for Recipient including but not limited to: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

- **Meals:**

- Preparing \_\_\_\_ meals per day as well as daily snacks for Recipient.

- Purchasing or assisting to get groceries on behalf of the Recipient.

- Acting as a companion at restaurants with the Recipient.

- **Housework:**

- Cleaning Recipient's living area;
- Laundry and changing linens.

- **Medication Reminders:**

- Ensuring the Recipient is taking all medications as prescribed;
- Assisting the Recipient with living and exercising routines;

- **Assistance with Everyday Life:**

- Transferring the Recipient from bed, chair, and toilet; ambulation, bathing, hygiene/grooming; toileting; eating.
- Scheduling tasks, managing the Recipient's calendar, making appointments with health care services and managing everyday tasks (e.g. haircuts, dental, etc.)
- Monitoring the Recipient for safety, including responding to alarm system to control wandering/fall risk.
- Monitoring the Recipient's general health objectively bringing concerns to attention of health care providers.
- ✓ Companionship, and social interactions. Keeping the client engaged is an essential service.

Hereinafter known as the "Services".

**VIII. Vehicle.** The Caregiver: (choose one)

- Shall be provided with a vehicle to perform the Services for the Caregiver.
- Shall not be provided with a vehicle. Caregiver shall be reimbursed by the Recipient in accordance with the Internal Revenue Services (IRS) reimbursement rate per mile driven. Therefore, the Caregiver shall be required to maintain a mileage log and submit to the Recipient at the end of the payment period.

**IX. Social Media.** Caregiver understand that no information about his/her location, plans for the day, pictures of the Recipient or family members, associates, or friends shall be shared on any social media network. Caregiver will be required to not inform strangers or third (3<sup>rd</sup>) parties where he or she shall be spending their time during the day unless the Recipient grants consent. Recipient may only grant such consent if he or she is able to make conscious decisions on their behalf.

**X. Amendments.** This Agreement may be modified or amended under the condition that any such amendment is attached and authorized by the Parties.

**XI. Severability.** This Agreement shall remain in effect under the circumstance a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or

unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

**XII. Governing Law.** This Agreement shall be governed under the laws in the State of New York.

**XIII. Entire Agreement.** This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Caregiver and Recipient.

\_\_\_\_\_  
Recipient Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Caregiver Signature

\_\_\_\_\_  
Date