



# Home Care Services Agreement

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This **Home Care Services Agreement** ("**Agreement**") is entered into on \_\_\_\_\_, by and between:

**Employer**

**Employee**

The Employer and the Employee are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

## Terms and Conditions

### 1. Purpose of the Agreement

The purpose of this Agreement is to set forth the terms and conditions under which the Employee shall provide home care and personal support services to the Care Recipient, as defined below, and to establish the rights and responsibilities of both Parties.

### 2. Care Recipient Information

**Name:**

**Date of Birth:**

**Address (if different from Employer):**

**Relationship to Employer:**

The Employee acknowledges that services under this Agreement are to be rendered primarily for the benefit and care of the Care Recipient.

### **3. Position and Responsibilities**

The Employee is engaged as a Home Care Provider or Personal Care Assistant. The Employee agrees to perform the following duties in a responsible, compassionate, and professional manner, including but not limited to:

#### **Personal Care Duties**

- Assisting with bathing, grooming, dressing, toileting, and mobility.
- Supporting the Care Recipient with feeding and personal hygiene.
- Monitoring health indicators (temperature, blood pressure, etc.) if instructed.
- Administering or reminding medication according to prescribed instructions.

#### **Household and Domestic Duties**

- Preparing nutritious meals and snacks based on dietary needs.
- Performing light housekeeping related to the Care Recipient's area (laundry, dishes, cleaning).
- Maintaining the cleanliness and organization of living spaces used by the Care Recipient.

#### **Companionship and Emotional Support**

- Providing company, conversation, and encouragement.
- Assisting with recreational, social, or mental stimulation activities.
- Accompanying the Care Recipient to appointments, errands, or social outings as required.

#### **Compliance and Professional Conduct**

- Following all instructions provided by the Employer or healthcare professionals.
- Maintaining confidentiality regarding the Care Recipient and household matters.
- Acting in a courteous, respectful, and trustworthy manner at all times.

**Other** *(Please specify)*

### **4. Work Schedule and Hours**

The Employee shall work \_\_\_\_\_ hours per week, during \_\_\_\_\_  
to \_\_\_\_\_, between \_\_\_\_\_ - \_\_\_\_\_.

Work performed beyond the agreed schedule must be pre-approved by the Employer and shall be compensated at the applicable overtime rate. The Employee shall be entitled to a daily break, consistent with labor laws. The schedule may be adjusted occasionally to accommodate the Care Recipient's needs, medical appointments, or emergencies, provided reasonable notice is given whenever possible.

## **5. Compensation**

The Employer shall pay the Employee a wage of \_\_\_\_\_ per \_\_\_\_\_, payable \_\_\_\_\_ by cash or bank transfer.

Compensation covers all standard duties. Any additional or specialized service beyond the scope of this Agreement shall be discussed and compensated separately. Work beyond regular working hours per week will be paid in accordance with applicable labor laws.

## **6. Confidentiality and Privacy**

The Employee shall treat all information about the Care Recipient, the Employer, and the household as strictly confidential. This includes medical, financial, and personal data, and extends to verbal, written, and digital information. The Employee shall not share photos, videos, or information about the Care Recipient on social media or with third parties. This obligation continues indefinitely after the termination of employment.

## **7. Schedule Changes and Emergencies**

In the event of illness, accident, or an emergency preventing attendance, the Employee shall inform the Employer as soon as possible.

In the event of an emergency involving the Care Recipient, the Employee shall take immediate and reasonable action to ensure safety, including calling emergency services if necessary, and notifying the Employer. Both Parties agree to cooperate in arranging temporary coverage or schedule adjustments when required.

## **8. Equipment and Supplies**

The Employer shall provide necessary supplies and tools required for caregiving duties. The Employee shall use such items responsibly and report any damage or shortage promptly. Personal use of the Employer's property, facilities, or funds is prohibited unless expressly authorized.

## **9. Conduct, Ethics and House Rules**

The Employee shall treat the Care Recipient, Employer, and household members with courtesy and respect. The Employee shall refrain from smoking, consuming alcohol, or using illicit substances while on duty. The Employee shall also refrain from engaging in theft, dishonesty, or inappropriate behavior and inviting unauthorized persons into the workplace. The Employee shall comply with all reasonable house rules, including dress code, communication protocols, and privacy policies set by the Employer.

## **10. Term and Termination of Agreement**

This Agreement shall commence on \_\_\_\_\_ and continue indefinitely, unless terminated in accordance with this Agreement. This Agreement may be renewed or extended upon mutual written consent.

Either Party may terminate this Agreement by providing \_\_\_\_\_ days written notice. Immediate termination by the Employer may occur for:

- Gross misconduct, neglect, or abuse,
- Breach of confidentiality or dishonesty,
- Repeated absenteeism or failure to perform duties,
- Violation of laws or house rules.

If the Employer fails to pay wages or maintain lawful conditions or the Care Recipient's condition or environment poses an unreasonable safety risk, the Employee may resign with reasonable notice.

Upon termination, the Employer shall pay all outstanding wages and accrued benefits. All property, keys, or materials belonging to the Employer shall be returned immediately upon termination.

## **13. Dispute Resolution**

Any dispute or disagreement arising from this Agreement shall first be resolved amicably through good-faith discussion. If unresolved, the matter shall be referred to mediation or arbitration in \_\_\_\_\_ under applicable labor or civil procedures. Either Party retains the right to pursue remedies in court as provided by law if mediation fails.

## 14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_, and subject to the exclusive jurisdiction of its courts or tribunals.

## 15. General Provisions

- **Entire Agreement.** This document represents the complete understanding between the Parties and supersedes prior discussions.
- **Amendments.** Any modification must be in writing and signed by both Parties.
- **Severability.** If any clause is found invalid, the remainder shall remain in effect.
- **Non-Waiver.** Failure to enforce any provision does not constitute a waiver of rights.
- **Assignment.** Neither Party may assign or transfer their rights without written consent.
- **Notices.** All official notices shall be delivered in writing to the addresses provided above.

Both Parties confirm that they have read, understood, and voluntarily agreed to all terms of this Agreement. The Employee acknowledges that they have had the opportunity to seek independent advice before signing.

**Employer**

**Name**

**Date**

**Signature**

\_\_\_\_\_

**Employee**

**Name**

**Date**

**Signature**

\_\_\_\_\_

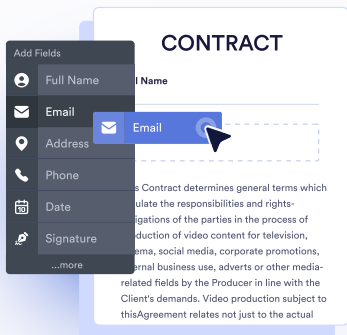


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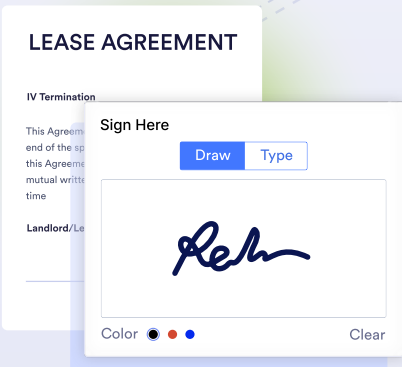
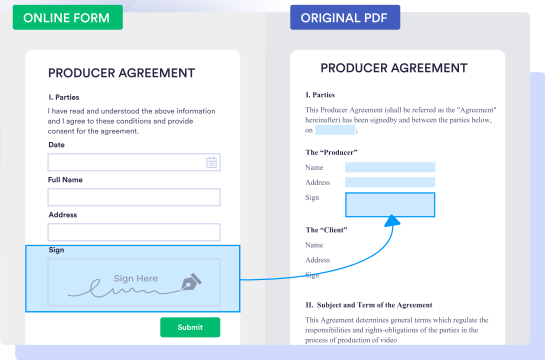
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