Non Medical Home Care Services Agreement

This **Non-Medical Home Care Services Agreement** (“***Agreement***”) is entered into as of ("***Effective Date***") by and between the following parties:

Provider

Client

The services under this Agreement are provided for (“***Service Recipient***”). If Client signs on behalf of the Service Recipient, Client represents that they have authority to do so and will remain responsible for the obligations stated in this Agreement.

1. Purpose

Provider will arrange for or provide non-medical home care services to support the Service Recipient’s daily living, comfort, safety, and independence in the Service Recipient’s residence or another mutually agreed location.

This Agreement does not create a medical, nursing, therapeutic, diagnostic, or emergency care relationship.

2. Services

Provider will provide the following non-medical services as requested by Client and agreed by Provider:

- Companionship and social support
- Assistance with personal care, including bathing, dressing, grooming, toileting, and mobility support
- Meal planning, preparation, and light housekeeping
- Laundry and household organization
- Errands, grocery shopping, and transportation assistance
- Medication reminders, without administering medications unless permitted by applicable law and specifically agreed in writing
- Respite support for family caregivers
- Other non-medical services agreed in writing by the parties

3. Services Not Provided

Unless separately agreed in writing and lawfully permitted, Provider and its caregivers will not provide skilled nursing, medical treatment, physical therapy, medical diagnosis, medication administration, wound care, injections, or emergency medical services.

Provider's caregivers will not make financial, legal, medical, or personal decisions for the Service Recipient. Provider will not manage the Service Recipient's finances, access bank accounts, make purchases using the Service Recipient's funds, or handle valuables unless specifically authorized in writing by Client and accepted by Provider.

4. Service Schedule and Location

Services will begin on _____ and will be provided at _____ according to the following schedule:

_____

Client may request changes to the schedule by giving Provider at least _____ notice. Provider will make reasonable efforts to accommodate changes but cannot guarantee caregiver availability.

5. Care Plan and Client Instructions

Client will provide accurate and current information about the Service Recipient's needs, routines, mobility limitations, allergies, health conditions, emergency contacts, and relevant safety concerns.

Provider may prepare or use a written care plan based on information supplied by Client. Client must promptly notify Provider of any material change affecting the Service Recipient's care needs, household environment, schedule, or safety.

Provider may decline or modify services if the Service Recipient's needs exceed the non-medical services Provider can safely provide.

6. Fees and Payment

Client will pay Provider at the rate of _____ per hour, subject to any minimum shift requirement of _____. Additional charges may apply for transportation, mileage, holiday services, overnight services, supplies, or other agreed services.

Provider will issue invoices _____. Payment is due within _____ days after the invoice date. Overdue amounts may be subject to a late fee of _____, to the extent permitted by applicable law.

Client remains responsible for all charges incurred under this Agreement, including charges for services requested by an authorized representative.

7. Cancellations and Missed Visits

Client must provide at least _____ notice to cancel or reschedule a scheduled visit. Cancellations made with less notice may be charged at _____.

If a caregiver cannot safely enter the residence, the Service Recipient is unavailable, or services cannot be performed due to circumstances within Client's control, the visit may be treated as a late cancellation.

Provider may cancel or reschedule a visit because of unsafe conditions, severe weather, caregiver illness, or another circumstance beyond Provider's reasonable control. Provider will notify Client as soon as reasonably possible.

8. Client Responsibilities

Client will maintain a safe and reasonably clean service environment. Client will disclose known hazards, including aggressive animals, smoking, weapons, infectious conditions, unsafe stairs, poor lighting, and mobility risks.

Client will provide necessary household supplies, food, mobility equipment, and other items required for the agreed services. Client will not ask caregivers to perform unlawful, unsafe, abusive, or medically prohibited tasks.

Client will treat Provider's personnel with respect. Provider may remove a caregiver from a location where the caregiver experiences harassment, discrimination, threats, violence, or unsafe working conditions.

9. Emergencies

Provider's caregivers are not emergency responders. In an emergency, the caregiver may call emergency services, contact the designated emergency contact, and take reasonable steps to protect the Service Recipient until help arrives.

Client authorizes Provider to contact the following emergency contact:

Name:

Relationship:

Phone Number:

Client is responsible for providing current emergency instructions, medical information, and contact details.

10. Confidentiality and Privacy

Provider will protect Client's and the Service Recipient's personal information and will use it only as reasonably necessary to provide services, administer this Agreement, meet legal obligations, or respond to an emergency.

Client authorizes Provider to share relevant information with assigned caregivers and, where necessary, emergency responders or healthcare professionals. Provider will not disclose personal information except as permitted by this Agreement, required by law, or authorized by Client.

11. Caregivers

Provider may assign, replace, or reassign caregivers as reasonably necessary to meet service needs. Provider will make reasonable efforts to consider Client's preferences, but Provider retains responsibility for staffing decisions.

Nothing in this Agreement requires Provider to assign a particular caregiver on a permanent basis.

12. Termination

Either party may terminate this Agreement without cause by giving [Notice Period] written notice to the other party.

Provider may terminate services immediately if Client fails to pay amounts due, provides materially false information, creates or permits unsafe conditions, requests services outside Provider's authorized scope, or if continued service would place the Service Recipient, caregiver, or others at unreasonable risk.

Upon termination, Client must pay all outstanding charges for services provided through the termination date. Provisions concerning payment obligations, confidentiality, and dispute resolution will continue after termination as needed to give them effect.

13. Limitation of Responsibility

Provider is responsible only for the non-medical services expressly agreed in this Agreement. Provider is not responsible for changes in the Service Recipient's health, injuries or losses caused by undisclosed conditions or household hazards, actions of third parties, or events outside Provider's reasonable control.

Nothing in this Agreement limits responsibility that cannot lawfully be limited.

14. Independent Relationship

Provider and its personnel are independent service providers. This Agreement does not create an employment, partnership, joint venture, or agency relationship between Client and Provider.

15. Notices

Any notice under this Agreement must be delivered personally, sent by email, or sent by another written method that provides confirmation of delivery, to the addresses indicated in this Agreement.

16. Governing Law and Dispute Resolution

This Agreement is governed by the laws of _____, without regard to conflict-of-law rules. The parties will first attempt in good faith to resolve any dispute through direct discussion. If the dispute is not resolved, either party may pursue available legal remedies in the courts located in _____.

17. Entire Agreement and Amendments

This Agreement, together with any written care plan or signed service schedule, is the entire agreement between the parties regarding the services. It replaces prior discussions or understandings about the same subject.

Any amendment must be in writing and signed by both parties. If any provision is found unenforceable, the remaining provisions will remain in effect to the fullest extent permitted by law.

18. Acknowledgment

By signing below, Client confirms that they understand the services are non-medical, have had an opportunity to ask questions, and agree to the terms of this Agreement.

Signatures

Provider

Name

Date

Signature

Client

Name

Date

Signature

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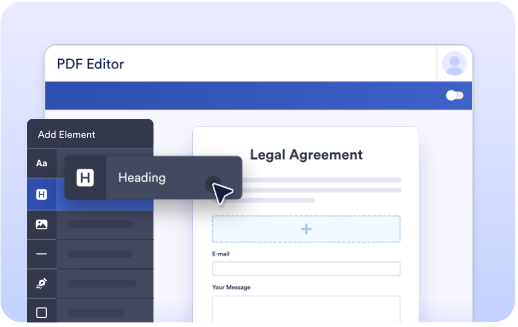

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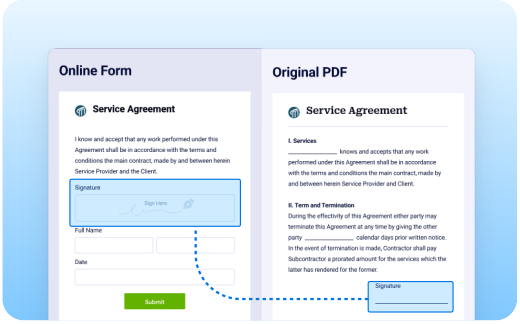

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