

Personal Care Agreement

This **Personal Care Agreement** ("**Agreement**") is made and entered into as of _____,
by and between:

Care Recipient

Caregiver

Terms and Conditions

1. Purpose of the Agreement

The purpose of this Agreement is to set forth the terms and conditions under which the Caregiver agrees to provide personal care, companionship, and assistance to the Care Recipient, who is Disabled or aging and requires support in daily activities. The Parties intend for this Agreement to formalize their arrangement and clarify the scope of care, compensation, and mutual expectations.

2. Nature of the Relationship

This Agreement establishes a personal care and service relationship between the Caregiver and the Care Recipient. The Caregiver is not an independent contractor or employee of a business entity but is providing care on a personal basis. The Caregiver is not an agent of the Care Recipient and shall not have authority to make decisions or enter into contracts on behalf of the Care Recipient unless specifically authorized in writing.

3. Scope of Services

The Caregiver agrees to provide personal care, household assistance, and companionship services to the Care Recipient in accordance with the terms of this Agreement. The duties of the Caregiver are outlined below and may be modified or expanded by mutual written consent of both Parties.

I. Personal Care Services

The Caregiver shall assist the Care Recipient with all aspects of personal hygiene and daily self-care activities. This includes helping with bathing, grooming, dressing, and maintaining personal cleanliness. The Caregiver shall also assist the Care Recipient with toileting, incontinence care, and mobility support, including transfers between bed, chair, and wheelchair as needed. In addition, the Caregiver shall monitor the Care Recipient's physical condition, note any changes in health status, and promptly report such observations to the Care Recipient or designated family member.

II. Household and Daily Living Assistance

The Caregiver shall provide assistance with household tasks necessary to maintain a safe and comfortable living environment. This includes performing light housekeeping duties, managing laundry, and ensuring that the Care Recipient's living spaces are kept tidy and sanitary. The Caregiver shall also assist with meal planning and preparation in accordance with the Care Recipient's dietary needs and preferences. If required, the Caregiver shall provide help with feeding. Furthermore, the Caregiver shall undertake errands such as grocery shopping, collecting prescriptions, and attending to other essential household needs, as directed by the Care Recipient.

III. Companionship and Emotional Support

The Caregiver shall provide companionship and emotional support to the Care Recipient, fostering a respectful and caring relationship. This includes engaging in conversation, recreational activities, and other forms of social interaction to promote the Care Recipient's mental and emotional well-being. The Caregiver shall accompany the Care Recipient to social, recreational, and medical appointments when requested or reasonably required, ensuring safety and comfort throughout such activities.

IV. Health-Related Support

The Caregiver shall assist the Care Recipient with health-related activities as directed by a licensed healthcare professional. This may include aiding in prescribed physical exercises, mobility routines, and other rehabilitative or therapeutic practices recommended by medical personnel. The Caregiver may provide medication reminders and assist with organizing medications as prescribed, but shall not administer medications or perform any medical procedure unless qualified and authorized to do so under applicable laws and regulations.

The Parties agree that the specific duties of the Caregiver may be adjusted over time to reflect the changing needs of the Care Recipient. Any modification to the scope of services shall be made in writing and signed by both Parties to become effective.

4. Schedule and Work Hours of Work

The Caregiver shall provide services on the following schedule:

Days of the Week:

Hours of Work:

Total Expected Hours per Week:

Adjustments to the schedule may be made by mutual agreement. In emergencies or unforeseen circumstances, the Caregiver agrees to make reasonable efforts to provide additional care or arrange for a temporary substitute if necessary.

5. Compensation and Payment Terms

The Caregiver shall be compensated as follows:

Hourly Rate:

Payment Frequency:

Payment Method:

All payments made under this Agreement are to be reported as income by the Caregiver in compliance with applicable tax laws. If the Care Recipient wishes to compensate the Caregiver with non-monetary benefits (e.g., room and board), the value of such benefits shall be documented and agreed upon in writing.

6. Reimbursement of Expenses

The Care Recipient shall reimburse the Caregiver for any reasonable, pre-approved out-of-pocket expenses incurred while performing the Services, including transportation costs, supplies, or other necessary expenditures. All such expenses must be supported by receipts and approved in writing by the Care Recipient or their authorized representative.

7. Term of Agreement

This Agreement shall commence on _____ and continue until terminated by either Party, subject to the Termination provisions in this Agreement. The Parties may renew provisions of this Agreement upon mutual written consent.

8. Duties and Responsibilities of the Caregiver

The Caregiver agrees to perform all assigned services with diligence, compassion, and professionalism. The Caregiver shall provide the agreed-upon assistance in accordance with the Care Recipient's needs and preferences, exercising reasonable care and attention at all times. In the course of providing care, the Caregiver shall respect the dignity, privacy, and autonomy of the Care Recipient, recognizing their right to make personal decisions regarding their daily activities and care routines.

The Caregiver shall comply with all applicable health, hygiene, and safety standards, ensuring that the environment in which services are provided remains clean, organized, and conducive to the Care Recipient's comfort and well-being. The Caregiver shall maintain accurate records of the hours worked, services performed, and any incidents or observations relevant to the Care Recipient's condition. The Caregiver is also responsible for promptly reporting any significant changes in the Care Recipient's health, behavior, or overall condition to the Care Recipient, their family members, or authorized representatives, as appropriate.

In fulfilling their responsibilities, the Caregiver agrees not to engage in activities outside the scope of this Agreement, such as financial decision-making, legal representation, or medical procedures that require professional licensure, unless explicitly authorized in writing. The Caregiver shall also promptly inform the Care Recipient of any inability to perform their duties due to illness, emergency, or other unavoidable circumstances and, where possible, assist in arranging temporary substitute care to prevent disruption of services.

9. Duties and Responsibilities of the Care Recipient

The Care Recipient shall treat the Caregiver with respect and consideration at all times, acknowledging the Caregiver's role and responsibilities under this Agreement. The Care Recipient agrees to cooperate fully with the Caregiver to ensure that the services can be performed safely, effectively, and in a manner that promotes mutual respect and understanding.

The Care Recipient shall communicate clearly and honestly regarding their expectations, preferences, and any changes in health, mobility, or care requirements. The Care Recipient agrees to provide the Caregiver with all relevant medical information, including details of current medications, allergies, physical limitations, and treatment plans, to enable the Caregiver to perform their duties responsibly and effectively.

10. Confidentiality

The Caregiver shall maintain strict confidentiality regarding the Care Recipient's personal, medical, and financial information. No information shall be disclosed to third parties without the written consent of the Care Recipient, except as required by law or in case of medical emergency. This obligation shall survive termination of the Agreement.

Additionally, the Caregiver shall perform their duties without discrimination or bias, regardless of the Care Recipient's age, disability, race, religion, gender, or personal beliefs.

11. Workspace Safety and Environment

The Care Recipient shall ensure that the premises where services are performed are reasonably safe. The Caregiver shall use proper care to avoid accidents and report unsafe conditions immediately. Both Parties agree to cooperate in maintaining a safe and respectful environment free from abuse, harassment, or neglect.

12. Emergencies and Health-Related Incidents

In case of an emergency involving the Care Recipient, the Caregiver shall contact emergency services (911 or local equivalent). The Caregiver shall also notify designated family members or emergency contacts. The Caregiver shall provide first aid or comfort measures as appropriate until professional help arrives. The Care Recipient authorizes the Caregiver to share relevant health information with emergency personnel to ensure appropriate medical response.

13. Termination

This Agreement may be terminated by mutual agreement at any time upon written consent of both Parties. Either Party may terminate the Agreement with or without cause upon providing _____ days written notice to the other Party. If either Party materially breaches the terms of this Agreement, including but not limited to nonpayment, neglect, misconduct, or confidentiality breach, the other Party may terminate the Agreement immediately for cause. In such a case, no notification is required to the other Party.

Upon death of the Care Recipient or permanent admission to a long-term care facility, this Agreement shall be deemed as automatically terminated. Upon termination, the Caregiver shall be entitled to compensation for all services rendered and approved expenses incurred up to the effective date of termination.

14. Legal and Tax Considerations

The Parties acknowledge that Payments made under this Agreement may have tax implications and the Caregiver is responsible for declaring income to tax authorities. If required by local laws, employment or social security contributions may apply. Each Party is advised to seek independent legal or tax counsel before signing this Agreement.

15. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ . Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the courts located in _____ .

16. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the subject matter herein and supersedes all prior oral or written agreements. Any amendment or modification must be in writing and signed by both Parties.

17. Notices

All notices required or permitted under this Agreement shall be in writing and delivered personally, by certified mail, or by email to the addresses listed in the first page of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Personal Care Agreement as of the date first written above.

Care Recipient

Name

Date

Signature

Caregiver

Name

Date

Signature



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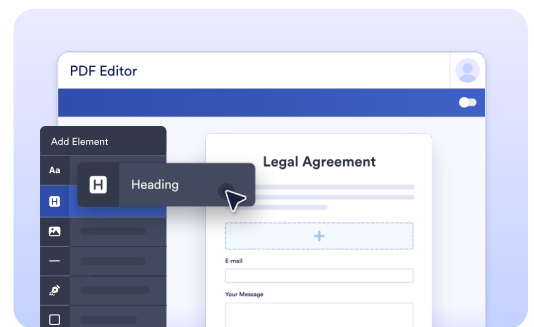
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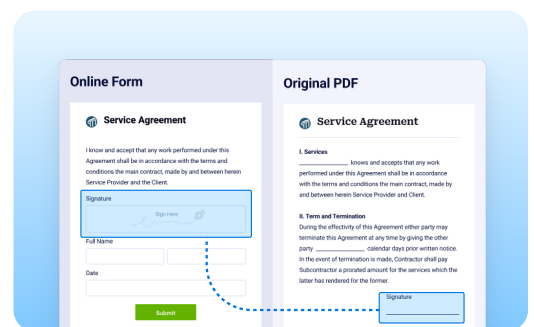
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