

SAMPLE CARE AGREEMENT

This agreement made this ____ day of _____, _____), by and between [*name of care recipient*] (hereafter referred to as "_____"), and, _____, The Respite Care Provider (hereafter referred to as "The Respite Care Provider").

1. **Purpose.** The purpose of this agreement is to set forth the terms and conditions under which The Respite Care Provider will provide assistance with day to day living for _____ in his/her home in exchange for reasonable compensation.

2. **Expected services by The Respite Care Provider.** The Respite Care Provider shall furnish _____ with the services and incidentals specified herein, provided that _____ remains in his/her house and performs his or her obligations under this contract. In consideration of the mutual promises contained herein, the parties intend to be legally bound, agree as follows:

3. **Nutrition.**
 - ✓ **Balanced meals-** The Respite Care Provider agrees to prepare three (3) nutritionally balanced meals per day when such assistance is requested. One such meal will be served in the morning, one at mid-day, and one in the evening for _____.
 - ✓ **Special Diet-** Special diets will be provided only upon the order of a licensed physician.
 - ✓ **Additional Duties-** The Respite Care Provider agrees to grocery shop for _____ with nutritious meals in mind. Following the preparation of meals, the The Respite Care Provider shall assist with feeding, if necessary, and cleaning the kitchen, which included washing dishes.

4. **Housekeeping.** _____ shall maintain the home in a clean and sanitary and orderly condition. The Respite Care Provider shall make available to _____ all supplies necessary for _____ to perform the usual housekeeping to maintain his or her accommodations. The Respite Care Provider shall perform all ordinary and heavy housekeeping, as outlined in detail above.

5. **Assistance outside the Home.** The Respite Care Provider shall run daily errands for _____. These may include but are not limited to picking up dry cleaning, grocery shopping, shopping for necessities, and, if applicable, maintaining ___'s car.

6. **Personal Care Needs.** The Respite Care Provider shall observe _____'s physical and mental states regularly, and shall make arrangements, as necessary, to meet health needs by arranging transportation to the physician of _____'s choice. The Respite Care Provider shall assist _____ in carrying out the instructions of physicians, including storing, distributing, and reminding _____ to take prescribed medications. The Respite Care Provider shall also provide _____ with personal assistance with bathing, dressing, toileting, hair care, shaving, eating, care of clothing, personal shopping and incidental services, as needed.

7. **Transportation.** The Respite Care Provider shall assist with transportation needs by arranging for public transportation or help with specially provided elderly transportation.

9. **Compensation.** _____ shall pay The Respite Care Provider

_____ Weekly

_____ Monthly

On each ___ of the week/month \$_____ per hour.

10. **Governing Law, Entirety of Agreement, and Severability.** This agreement is governed by the laws of the state of _____. It constitutes the entire agreement between the parties regarding its subject matter. If any provision in this contract is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

THIS IS A LEGALLY BINDING CONTRACT. EACH PARTY HAS READ THE ABOVE AGREEMENT BEFORE SIGNING IT. EACH PARTY UNDERSTANDS THE AGREEMENT THAT HE OR SHE IS MAKING.

We, _____ and The Respite Care Provider having read this agreement, agree to its terms and sign it as our free act on the ___ Day of _____, _____.

name

The Respite Care Provider

Witness

Signature

Address

Sample Care Agreement Disclaimer: This document is a sample and reference of what care agreements may or may not contain. RCAW does not guarantee the enforceability of said Sample Care Agreement. It is the applicant's responsibility to modify their care agreement to fit their situation. RCAW is not responsible for grievances between the applicant and the provider.