



Guide:
Elder Caregiver Employment Agreement

Many families that hire a senior caregiver to care for a loved one want to document the arrangement so that all parties - the senior caregiver, the supervising family member, other family members and the senior receiving the care - all understand the terms and scope of the employment agreement. This is a best practice at all times! Here's what you need to consider:

1. Basic Personal Information

The name, address and Social Security Number of the caregiver (you need this for payroll tax reporting later) and the name and address of the employer. The employer will be the financially responsible party, either the senior receiving the care if his/her funds are used, or the responsible relative if they are funding the care.

2. Schedule

The days and hours the caregiver is scheduled to work.

3. Hourly Rate Defined

Household employees are "non-exempt" under the Fair Labor Standards Act (FLSA), which means they are paid an hourly rate, not a 'salary', and most are protected under minimum wage and overtime laws. There is a limited exemption [for companionship care](#) for the elderly and infirm. [HomeWork Solutions' Hourly Rate Calculator](#) will translate a desired weekly pay rate into FLSA compliant hourly rate terms.

4. Payroll Tax Agreement

You must at a minimum report and pay to the Internal Revenue Service the Social Security and Medicare taxes (FICA taxes). You will either deduct the caregiver's portion from their pay or agree to pay it in addition to their hourly pay. Make sure you are clear in the agreement on how you are handling this. You may choose to deduct income taxes, or state that the caregiver will pay their own income taxes.

5. Paid Time Off Agreement

Paid time off, to include vacation time, sick time, and what holidays are paid. In most areas this is not legally required but it is commonly expected, especially with full time caregivers. Be sure to consider your policy for notice of planned and unplanned absences and an inclement weather policy.

6. Specific Duties and Responsibilities

Most senior care workers are hired to help with a combination of companionship, homemaker and personal care services. The services your family wants and needs to help your loved one continue living independently at home are unique to you. Do not assume that the senior care worker you hired knows what you want, and equally important what you do NOT want. Personal care services in particular can be touchy. The more intimate the service, the more unwilling your loved one may be to accept this help from the senior caregiver, at least initially.

"I could do this myself but HomeWork Solutions is so easy to work with. Dealing with seniors every day, I know the assurance that required paperwork is completed accurately, reliably and on time for senior care is invaluable"
- Stacy C., Attorney, Washington D.C.

"Please renew my annual service. I did find a new nanny, Mary Poppins to be exact ;-), and I will be needing your services again. Thanks for a great service!"
- Janine M., Mother, Cary, NC

7. Confidentiality and Termination Agreement

The senior caregiver may become privy to personal health, relationship and financial information in the course of her employment. You want to make sure that what is learned in your home stays there! A termination agreement, including notice or pay in lieu of notice agreement should be documented. These jobs often end unexpectedly when a health crisis forces hard decisions. It is common to provide a few weeks of severance pay to a privately employed senior caregiver who has provided good care to your loved one.

8. Expense Reimbursement and Petty Cash

Families typically reimburse mileage if the caregiver uses their personal vehicle to drive the senior to appointments or shopping, or reimbursement for incidentals such as groceries. If grocery shopping is a routine responsibility of the caregiver, you should provide a petty cash fund or a debit card linked to an account with limited funding just for this purpose so the caregiver is not required to use personal funds and wait on reimbursement. You can and should require detailed receipts and documentation.

9. Your House Rules

House rules may include household security, approved use of household property such as wifi or computers, social media policy (you may wish to restrict the caregiver from posting photos or details about whom they work for or where). Is the senior caregiver welcome to share meals with your loved one? Are there 'off limits' items? You may require a daily log or medication log if appropriate.

10. Prohibitions

Consider smoking, alcohol, visits from caregiver family members or friends, off limits areas in the home, abusive language or behavior, theft, not calling ahead if unavailable, eating your food, parts of the house that are off limits, etc.

11. Emergency Procedures

In an emergency, who is the caregiver to contact, how and in what order? This information should also be posted prominently in the household – perhaps on the side of the refrigerator or inside a pantry door – and kept up to date.

12. Return of Family Property

A return of family property agreement - this may be household keys, remote door openers, or a walker or wheel chair the caregiver keeps in the trunk of their car.

Details matter - don't be afraid of including too much. Both the caregiver and the employer should sign the agreement, and make a minimum of two copies, one for the caregiver and one for the employer. Additional copies may be wise if you want the agreement to be clear to other family members.

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