



## Respite Services Agreement

### Definitions

CGHRS Respite services offer intermittent or regularly scheduled **temporary** non-medical care and supervision necessary to provide caregivers with relief from the stress of caring for a family member with a care need that exceeds the normal care for an adult. Non-medical care may include routine care for conditions that are not required to be performed by a licensed medical professional.

Respite services are designed to do all of the following:

1. Assist family members/care-givers in maintaining the client at home.
2. Provide appropriate care and supervision to ensure the client's safety in the absence of family members/caregivers.
3. Relieve family members/caregivers from the on-going responsibility of caring for the client.
4. Attend to the client's basic self-help needs and other activities of daily living including interaction, socialization, and continuation of usual daily routines within the home which would ordinarily be performed by the family members.

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 CGHRS will provide assistance with day to day living for \_\_\_\_\_ in his/her home in exchange for reasonable compensation.

2. **Expected services by CGHRS.** 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. **Assistance outside the Home.** The Respite Care Provider will accompany client to the Mall, Library and personal shopping if negotiated within contract. These may include but are not limited to.

4. **Personal Care Needs.** The Respite Care Provider shall observe client physical and mental states regularly. Provider shall assist with ensuring client comfort and safety. Provider will not lift nothing over 20lbs. Staff is not trained to transfer or lift clients from bed, floor, bathtub or chares for safety reasons. The provider will provide medication reminders but at no time administer medicine.

5. The Respite Care Provider shall also provide client with personal assistance with dressing, toileting, hair care, facial shaving, eating or meal prep, incidental services as needed.

6. **Transportation.** Family/Caregiver are responsible for client transportation needs by arranging for public transportation or help with specially provided elderly transportation.

7. **Companionship and Entertainment.** The caregiver shall provide companionship and support for client.

8. **Compensation.** \$\_\_\_\_\_ per hour. Services are a minimum of 2 hour and a deposit is required prior to start of services. Cancellation of services must be made within 48 hours; a \$35 cancellation fee will be charged and need to be paid before future services are rendered.

9. **Duty of reporting.** We owe a duty of care to report any form of abuse or otherwise as appropriate

10. Governing Law, Entirety of Agreement, and Severability. This agreement is governed by the laws of the state of Texas. 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 Cara's Geriatric Home Recreational Services having read this agreement, agree to its terms and sign it as our free act on the \_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Caregiver Signature

\_\_\_\_\_  
Client/Guardian Signature

\_\_\_\_\_  
CGHRS Representative Signature

\_\_\_\_\_  
Witness

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\*Additions/Addendums to the above agreement must be written below this line and initialed