

PERSONAL SERVICES AGREEMENT
(Hourly)

This Agreement is entered into by and between _____ ("CARE RECIPIENT") and _____ ("CARE PROVIDER"). This Agreement sets forth the terms under which CARE PROVIDER will provide personal assistance to CARE RECIPIENT.

1. DUTIES OF CARE PROVIDER. CARE PROVIDER will provide care-giving services for CARE RECIPIENT at CARE RECIPIENT's residence or other facility where CARE RECIPIENT is living.

1.1 CARE RECIPIENT contracts to receive and CARE PROVIDER agrees to provide the following services on an "as needed" basis:

- (1) Attend to needs of CARE RECIPIENT, including preparation of nutritious, appropriate meals and snacks; house cleaning; laundry;
- (2) Assist CARE RECIPIENT with grooming, bathing, dressing, laundry, and personal shopping, as needed;
- (3) Purchase, with funds made available by CARE RECIPIENT, or assist CARE RECIPIENT in purchasing clothing, toiletries, and other personal items for CARE RECIPIENT as needed, taking into account CARE RECIPIENT's ability to pay for such items;
- (4) Purchase, with funds made available by CARE RECIPIENT, or assist care recipient in purchasing hobby, entertainment or other goods for CARE RECIPIENT's use and enjoyment, as needed, taking into account CARE RECIPIENT's ability to pay for such items;
- (5) Monitor CARE RECIPIENT's physical and mental condition and nutritional needs on a regular basis in cooperation with health care providers, including attendance at care plan meetings;
- (6) Arrange for transportation to health care providers and to the physician of CARE RECIPIENT's choice. CARE PROVIDER will also arrange for assessment, services and treatment by appropriate health care providers, including but not limited to, physicians, nurses, nursing home services, physical therapists, and mental health specialists as needed for CARE RECIPIENT;
- (7) Assist CARE RECIPIENT in carrying out the instructions and directives of

CARE RECIPIENT's health care providers;

- (8) Arrange for social services by social service personnel as needed by CARE RECIPIENT;
- (9) Even if additional services are not needed, visit at least weekly with CARE RECIPIENT and encourage social interaction;
- (10) Arrange for outings and walks in keeping with CARE RECIPIENT's lifestyle, if reasonable and feasible for CARE RECIPIENT;
- (11) Interact with and/or assist any agent of CARE RECIPIENT in interacting with health professionals, long-term care facility administrators, social service personnel, insurance companies, and government workers in order to safeguard CARE RECIPIENT's rights, benefits, or other resources as needed.

1.2 The privacy of CARE RECIPIENT shall be preserved and respected as to visitors, telephone conversations and personal mail. Family members shall be permitted to visit CARE RECIPIENT.

2. **DURATION.** The services indicated above shall be provided to CARE RECIPIENT by CARE PROVIDER until either terminates this Agreement on thirty (30) days notice to the other party.

3. **COMPENSATION.** CARE RECIPIENT agrees to pay, and CARE PROVIDER agrees to accept, in payment for the aforesaid services to be rendered by CARE PROVIDER, the compensation set forth below, which compensation the parties stipulate and agree to be fair and reasonable and commensurate with the quality and extent of the services and their fair market value.

3.1 The parties stipulate and agree that the CARE PROVIDER shall receive \$12 per hour.

3.2 The parties agree and stipulate that CARE PROVIDER shall furnish the services to CARE RECIPIENT on an "as needed" basis. Therefore, the parties understand that the hours expended in performance of said services will fluctuate according to CARE RECIPIENT's needs. There may be periods where more than 40 hours per week may be required. Conversely, there may be intervals when the services require less time. CARE PROVIDER shall not be paid more than \$12 per hour for hours worked over 40 in a week.

3.3 The parties, therefore, agree and stipulate that compensation to the CARE PROVIDER shall be computed as follows: \$12 per hour, multiplied by number of hours worked, paid on a weekly or monthly basis.

4. **NON-ASSIGNABILITY.** This agreement is for services unique to CARE RECIPIENT. CARE PROVIDER agrees to personally perform the above services. CARE PROVIDER shall have no obligation to render services or otherwise be liable to any other person or entity.

5. **LIABILITY.** Medical care is to be provided at the expense of CARE RECIPIENT. CARE PROVIDER shall not be liable for the cost of CARE RECIPIENT's care. CARE RECIPIENT agrees to reimburse CARE PROVIDER for any reasonable out-of-pocket expenses incurred on CARE RECIPIENT's behalf.

6. **EFFECTIVE DATE.** This Agreement shall take effect and be binding on the parties hereto upon payment of the agreed upon compensation set forth above for CARE PROVIDER.

7. **ARBITRATION CLAUSE.** The parties agree that any dispute between them regarding the services under this Agreement or any other aspect of this Agreement, will be determined by submitting it to arbitration under the laws of the State of Indiana, rather than by a lawsuit through the court process.

8. **REPRESENTATIONS.** The CARE PROVIDER represents to the CARE RECIPIENT as follows:

The CARE PROVIDER has never been, and is not now, the subject of any claim or court action (civil or criminal) alleging criminal or dishonest activity.

The CARE PROVIDER has no known medical condition (such as being subject to seizures or blackouts) which could result in risk to CARE RECIPIENT.

9. **MISCELLANEOUS.**

9.1 This Agreement contains the entire Agreement and understanding between the parties, surpassing all prior communications, either written or oral, concerning the subject matter of this Agreement. This Agreement may be changed only by a written instrument executed by both parties hereto.

9.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

9.3 CARE PROVIDER shall be considered an employee of CARE RECIPIENT for employment tax purposes unless CARE PROVIDER provides similar services for other individuals and the parties agree in writing CARE PROVIDER is an independent contractor. CARE RECIPIENT agrees to pay the employee's Social Security and Medicare tax, and CARE PROVIDER acknowledges this will be additional income to CARE PROVIDER. CARE RECIPIENT will not withhold income tax on the payments made to CARE PROVIDER. CARE PROVIDER shall be considered a Household Employee. CARE PROVIDER acknowledges receipt of IRS Publication #926.

9.4 CARE PROVIDER and CARE RECIPIENT recognize CARE PROVIDER will be considered a "household employee" under the Indiana Worker's Compensation Act and as such does not participate in the Indiana Worker's Compensation Plan.

THIS IS A LEGALLY BINDING AGREEMENT. EACH PARTY HAS READ THE ABOVE AGREEMENT BEFORE SIGNING IT. EACH PARTY UNDERSTANDS THE AGREEMENT HE OR SHE IS MAKING, HAVING HAD THE OPPORTUNITY TO ASK TO HAVE EACH TERM THAT THE PARTY DOES NOT UNDERSTAND FULLY EXPLAINED.

We, the CARE PROVIDER and the CARE RECIPIENT, having read this Agreement, agree to its terms and sign it as our free act and deed on the date(s) set forth below.

CARE RECIPIENT:

CARE PROVIDER:

Signature

Signature

Printed Name

Printed Name

Date

Date

WITNESS:

Signature

Date

Printed Name