

PERSONAL SERVICES AGREEMENT
(Lump Sum)

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 lifetime services:

- (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 for the lifetime of CARE RECIPIENT.

3. **COMPENSATION.** The parties stipulate that as of the execution of this Agreement, CARE RECIPIENT is 81 years of age. 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 that court-appointed guardians who render the aforesaid services in this county, generally receive \$10 per hour under Court order. Professional geriatric care managers typically receive \$15 per hour for performance of the services noted above. 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 set forth over the lifetime of CARE RECIPIENT for 15 hours per week.

3.3 The parties agree and stipulate that CARE RECIPIENT is male, 81 years of age. Based on the actuarial tables contained in ICES Program Policy Manual, the life

expectancy of CARE RECIPIENT is 6.59 years. This Agreement is for the duration of CARE RECIPIENT's life, regardless of its length. Although CARE RECIPIENT may live beyond said life expectancy or survive for a shorter duration, the parties agree and stipulate that compensation to the CARE PROVIDER be based upon said life expectancy of 6.59 years.

3.4 The parties, therefore, agree and stipulate that compensation to the CARE PROVIDER shall be computed as follows: \$12 per hour, multiplied by 15 hours, multiplied by 6.59 years, multiplied by 52 weeks.

Thus, the maximum reasonable fair market value compensation is \$61,682.40.

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.

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