

Personal Care Agreement

1. Employer's name: _____
Address: _____
Phone numbers: (Home, Work, Cell) _____
Email: (Home, Work) _____

2. Personal Care Provider's name: _____
Address: _____
Phone numbers: (Home, Work, Cell) _____
Email: (Home, Work) _____

3. Client (Person to Be Cared For)
Personal Care Provider agrees to provide personal care for:
Client name: _____ Client date of birth: _____

4. Care Location
Care will be provided at address: _____

5. Care Schedule

| | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Holidays |
|--------|-------|-------|-------|-------|-------|-------|-------|----------|
| Hours: | _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |

Personal Care Provider shall maintain a paper or electronic record or log which details the actual services rendered, and shall provide a true and correct copy to the Employer.

6. Starting Date of Employment: _____, 20____

7. Training or Probation Period
There will be a training/probation period during the first _____ days/weeks of employment, ending on _____.

8. Responsibilities
Care to be provided under this agreement consists of the following duties [describe and provide details]:

- A. _____
- B. _____
- C. _____
- D. _____
- E. _____

9. Wages or Salary
Personal Care Provider will be paid \$_____ per hour/week/month.
Compensation for services rendered must be comparable to what is received in the open market.

10. Payment Schedule
Personal Care Provider will be paid on the following intervals and dates:
once a week/twice a month/once a month/other on _____

11. Benefits
Employer will provide Personal Care Provider with the following benefits: [describe and provide details]:

12. Termination Policy

Either Employer or Personal Care Provider may terminate this agreement at any time, for any reason, without notice.

13. Additional Provisions

Employer and Personal Care Provider agree to the following additional terms:

14. Modifications in Writing

To be binding, any modifications to this contract must be in writing, signed by both parties to the agreement, and notarized.

15. Signatures

Employer's signature

Date

State of Colorado

_____ County

Acknowledged before me on this date _____, 20____, by _____.

Notary Signature

Seal

Personal Care Provider's signature

Date

State of Colorado

_____ County

Acknowledged before me on this date _____, 20____, by _____.

Notary Signature

Seal

CODE OF COLORADO REGULATIONS 10 CCR 2505-10 8.100
DEPARTMENT OF HEALTH CARE POLICY AND FINANCING
Medical Services Board
MEDICAL ASSISTANCE - SECTION 8.100

8.100 MEDICAL ASSISTANCE ELIGIBILITY

4. Personal care services

a. Effective for agreements that were signed and notarized prior to March 1, 2007, family members who provide assistance or services are presumed to do so for love and affection, and compensation for past assistance or services shall create a rebuttable presumption of a transfer without fair consideration unless the compensation is in accordance with the following:

i) A written agreement must be executed prior to the delivery of services.

ii) The agreement must be signed by the applicant, or a legally authorized representative, such as agent under a power of attorney, guardian, or conservator. If the agreement is signed by a representative, that representative may not be a beneficiary of the agreement.

iii) The agreement must be dated and the signature must be notarized; and

iv) Compensation for services rendered must be comparable to what is received in the open market.

b. Effective for agreements that are signed and notarized on or after March 1, 2007, compensation under personal service agreements will be deemed to be a transfer without fair consideration unless the following requirements are met:

i) A written agreement was executed prior to the delivery of services; and

a) The agreement must be signed by the applicant, or a legally authorized representative, such as agent under a power of attorney, guardian, or conservator. If the agreement is signed by a representative, that representative may not be a beneficiary of the agreement; and

b) The legally authorized representative, agent, guardian, conservator, or other representative of the applicant's estate may not be a beneficiary of a care agreement; and

c) The agreement specifies the type, frequency and time to be spent providing the services agreed to in exchange for the payment or transferred item; and

d) The agreement provides for payment of services on a regular basis, no less frequently than monthly, while the services are being provided; and

ii) Compensation for services rendered must be comparable to what is received in the open market. The burden is on the applicant to prove that the compensation is reasonable and comparable; and

iii) A record or log is provided which details the actual services rendered. The services cannot be services that duplicate services that another party is being paid to provide or which another party is responsible to provide.

c. Payment for services, which were rendered previously and for which no compensation was made, shall be considered as a transfer without fair consideration.

d. Assets transferred in exchange for a contract for personal services for future assistance after the date of application are considered available resources.

e. A care agreement must be entered into, signed, and notarized prior to providing any services for which a beneficiary will be compensated.