

## Personal Service/Employment Agreement

This agreement was made on \_\_\_\_\_, by and through her Power of Attorney and Successor Trustee, \_\_\_\_\_ (the person in need of care, hereinafter "Parent") and \_\_\_\_\_ (the person providing care, hereinafter referred to as "Caregiver").

### I. Purpose

This Personal Service/Employment Agreement is entered into between the below listed parties in consideration of the mutual promises contained herein. This Agreement will set forth the terms and conditions under which Caregiver will provide the services outlined in this Agreement for Parent at Parent's home, located at \_\_\_\_\_ in exchange for the compensation described in this document.

The parties, *intending to be legally bound*, agree as follows:

### II. Services to Be Performed by Caregiver

Parent contracts to receive and Caregiver agrees to provide the below-listed personal support maintenance, services, and supervision for Parent, on an "as needed" basis. Unless a specific request is made by \_\_\_\_\_, Caregiver is not required to keep a log of tasks performed.

#### 1) Work Schedule and Hours

- a) Caregiver agrees to work from 7:00 a.m. until 9:00 p.m., every day of the week, and on call the rest of the week unless other arrangements have been made between \_\_\_\_\_ and \_\_\_\_\_.
- b) Caregiver is entitled to ten personal days annually, which may be used consecutively or separately, with approval of \_\_\_\_\_

- (1) In the event that Caregiver decided to take a personal day or vacation, he/she will only do so if such an absence is feasible, practical, and responsible. Additionally, Caregiver will contact \_\_\_\_\_ to ensure that Parent does not experience a lapse in care while Caregiver is away.

- c) The work schedule may be changed with the consent of both parties.
- d) The Caregiver agrees to arrive on time to perform the contracted duties.
- e) The Caregiver agrees to work each and every scheduled shift unless he/she is ill, or has made prior arrangements with \_\_\_\_\_.
- f) Failure to regularly complete scheduled shifts and maintain coverage for Parent's care is grounds for termination.
- g) In the event Caregiver decides to terminate employment, he/she agrees to give \_\_\_\_\_ 15 days notice. If he/she does not provide this notice, \_\_\_\_\_ will be able to pursue any legal remedy for this breach of contract.
- h) Caregiver shall assist Parent in finding and employing a replacement caregiver that is approved by \_\_\_\_\_.

## 2) House and Employment Rules

- a) Caregiver agrees to abide by the following rules while performing services for Parent while in Parent's home. Any of the below listed behaviors will be grounds for immediate termination of employment, or docking of payment
  - (1) Unreasonable use of phone for private calls
  - (2) Unreasonable use of computer, TV, or stereo
  - (3) Unreasonable use of refrigerator and failure to keep clean
  - (4) Failure to lock the door
  - (5) Safety precautions unique to the Parent
  - (6) Parking (in excess of 2)
  - (7) Smoking is not allowed in house
  - (8) Cell phone shall be personal responsibility
  - (9) Breaking of personal items of Parent
  - (10) Policy regarding Caregiver bringing children or others to Parent's home
  - (11) Prohibited behaviors: swearing, lewd behavior, intoxication or using illegal substances, criminal behavior including theft, embezzlement, fraud
  - (12) Tardiness
  - (13) Absenteeism

- (14) Abusive or disrespectful treatment of Parent
  - (15) Any areas of the home where eating or drinking is not allowed
  - (16) Health and Medical Care
- b) *Monitor Health Care:* Caregiver shall monitor Parent's health status, emotional, and physical condition with regular communications with health care providers, attendance at care plan meetings, and all such other methods of monitoring Parent's health care as and when appropriate or meaningful for the Parent's care, safety, and maintenance.
- c) *Securing Health Care:* While no medical care (only supervision & support services) is to be directly provided by Caregiver, he/she shall attempt to secure qualified health care professionals, including doctors, nurse's aides, therapists, et cetera, to aid in such diagnosis, treatment, palliation, cure, and remedy as may be deemed necessary due to Parent's physical, mental, or emotional illness or discomfort as it is found to exist from time to time. All care provided by the third party qualified health care professionals referred to in this subsection will be at the expense of Parent and/or his/her insurance providers. Transportation to and from appointments with medical care providers, including but not limited to physicians, dentists, physical therapists.
- 3) Personal Assistance
- a) Caregiver will continually assess the personal needs and desires of Parent as to social, familial, physical, entertainment, hobby, personal hygiene, beauty maintenance, et cetera, and make reasonable, practical, feasible, and responsible efforts to assure that these needs and desires are fulfilled on a timely basis.
- (1) To meet the needs and desires of Parent, Caregiver shall seek to secure specialized equipment, apparatus, supplies, goods, and the services of others.
- b) Caregiver shall provide, or shall help facilitate, any spiritual, social, or companionship needs of Parent, including but not limited to the following:
- c) Regular Assistance: Caregiver shall regularly provide the following assistance to Parent:

(1) *To be performed daily:*

- (a) Monitoring and assisting with all daily medications
- (b) Bathing, toileting, and incontinence needs
- (c) Shaving
- (d) Assistance with cooking and meal preparation, including but not limited to grocery shopping and ordering food from restaurants.
- (e) Eating
- (f) Receiving and reading mail for and to Parent

(2) *To be performed weekly or more frequently if the need arises:*

- (a) Aiding Parent in exercise or physical therapy
- (b) Housekeeping services, including but not limited to:
  - 1. Laundry Services, including but not limited to
  - 2. Care of clothing
  - 3. Bed linens
  - 4. Bath and kitchen towels and cloths
- (c) Sweeping and dust-mopping all non-carpeted floors, stairs, and hallways
- (d) Vacuuming all carpets and rugs
- (e) Dusting all furniture
- (f) Cleaning all mirrors
- (g) Scrubbing and disinfecting all bathrooms
- (h) Wiping and cleaning all kitchen countertops, tables, and appliances

(3) *To be performed on an as needed basis:*

- (a) Assist Parent in corresponding with Parent's family and friends
- (b) Personal shopping
- (c) Housekeeping services, including but not limited to:
  - 1. Spot cleaning carpets and rugs as needed
  - 2. Emptying all waste containers as needed
  - 3. Removing all finger marks from both sides of all entrance doors and from all interior doors, walls, woodwork, cupboards, and partitions.

4. Replace all rest-room supplies in respective containers
5. Dusting all light fixtures
6. Preserving the neat and orderly condition of Parent's bedroom and personal living spaces.
7. Minor household repairs and maintenance

*(4) To be performed yearly or seasonally either personally by Caregiver or by securing the services of a third party on behalf of Parent:*

- (a) Cleaning of all exterior and interior windows
- (b) Snow removal from driveway, sidewalks, porches, patios, and decks
- (c) Lawn and yard care
- (d) Fall leaf removal
- (e) Gutter cleaning
- (f) Holiday decorations

4) Visitation

- a) If Parent ceases to reside at his/her current address, or if Parent is hospitalized, Caregiver will regularly visit with Parent, wherever Parent may be, to provide the services required of Caregiver herein, to provide social interaction and entertainment and, further will seek visitation of family and friends of Parent with Parent.
- b) Parent will be permitted to visit with family members and friends, to use the telephone in privacy, and to send and receive sealed mail.

5) Materials and Supplies

- a) Caregiver will aid Parent in acquiring all materials and equipment necessary to perform the services listed in this Agreement.
- b) Parent will bear the cost of materials and equipment purchased in furtherance of Caregiver's responsibilities enumerated in this Agreement.

6) Safeguarding Parent's Rights and Property

- a) Caregiver shall oversee the safeguard of Parent's rights and benefits of Parent while Parent may be resident in a hospital, assisted living facility, or skilled nursing facility.
- b) Upon request, Caregiver shall respect Parent's privacy.

- c) Caregiver shall provide reasonable protection against the loss of Parent's personal belongings and valuables. Parent may obtain a lock for his/her bedside cabinet, chest of drawers, and/or closet at his or her own expense.

7) Monetary Responsibilities:

- a) Caregiver shall keep accurate and detailed records of out-of-pocket expenses.
  - (1) Records shall include date, description of purchase or expense with receipts, and mileage records.
- b) Caregiver shall NOT be responsible or liable for and expense incurred, or debt or obligation of any nature contracted by Parent on his/her own accounts *unless* Caregiver failed to exercise reasonable supervisory care of Parent at the time the expense, debt, or obligation was incurred.
- c) Caregiver shall not be responsible for all of his/her own expenses related to food, clothing, transportation, child care, and other personal expenses for herself and her family.
- d) Caregiver shall purchase rental insurance to cover her own personal property.
- e) Caregiver shall pay all of his/her taxes.
- f) If a vehicle is purchased with Parent's money to aid Caregiver in performing the services listed in this Agreement, and
  - (1) If Caregiver uses the vehicle for purposes other than rendering services for Parent, then Caregiver will be responsible for repairs, upkeep, and gas.

### **III. Compensation Provided by and Responsibilities of Parent**

1) General Compensation

- a) Parent shall pay Caregiver the sum of \$2,500.00 monthly for the services listed above.
  - (1) The compensation amount is calculated as follows: \$ 14.43 per hour, multiplied by 2080 hours service per year. Compensation paid as salary to housing, transportation, and additional hours.
- b) Payment to Caregiver shall be made on the last day of each month for the services rendered that month.

2) Cost of Care

- a) Parent is currently and will remain responsible for the cost of his/her care, including by not limited to medical expenses, household expenses, et cetera.
- b) Caregiver shall be reimbursed for any reasonable costs or expenses he/she incurs on behalf of Parent.

(1) Caregiver will be reimbursed for all accurately recorded out-of-pocket expenses on the last day of the month in which the expenses occurred.

3) Additional gifts or compensation

- a) Parent shall provide the following additional benefits to Caregiver

- (1) Vacation pay
- (2) Sick leave
- (3) Other

- b) With the exception of special occasions, Caregiver shall not accept payments or gifts from Parent without the consent of \_\_\_\_\_.

(1) Gifts given to Caregiver on special occasions shall be similar in cost to gifts given to other family members, similarly situated.

- c) Parent shall reimburse Caregiver for any loss or damage suffered by them as a result of the carelessness or negligence of Parent.
- d) Parent will pay or reimburse the following expenses which may be incurred by Caregiver in fulfilling her duties: housing, meals, bus fare, mileage, entertainment entrance fees for companionship services.

4) Clothing and Personal Necessities

- a) Parent shall provide his/her own clothing and personal necessities at his/her own expense.
- b) Caregiver shall NOT be responsible or liable for and expense incurred, or debt or obligation of any nature contracted by Parent on his/her own accounts *unless* Caregiver failed to exercise reasonable supervisory care of Parent at the time the expense, debt, or obligation was incurred.

5) Absences from residence

- a) When Parent is absent from his/her residence for purposes other than receiving medical attention as provided in this Agreement, he/she shall be responsible for

all payments for his/her own lodging, meals, and incidentals. Parent shall remain responsible for payment of the monthly care fee during any absence from the residence and shall not be entitled to any offset or credit against those fees.

#### **IV. Tax Treatment of Payments Under Contract**

- 1) Parent and \_\_\_\_\_ understand that he/she has the responsibility to withhold and pay social security, Medicare, and Federal Unemployment taxes. This shall be done via Advantage Payroll Services.
- 2) All wages paid to Caregiver will be reported to the appropriate taxing authorities.

#### **V. Term of Agreement and Cancellation**

- 1) The term of this Agreement shall be effective as of the time of execution of this Agreement and shall continue in full force and effect thereafter until Parent dies unless
  - a) The Caregiver provides fifteen days written notice of termination to the other party.
    - (1) Caregiver shall have the right to terminate this Agreement only for good and sufficient cause, such as Caregiver's inability to continue to care for Parent due to physical or mental decline, or for non-payment of services as set forth above. In the event that Caregiver terminates this Agreement, he/she shall assist Parent in finding an alternative placement or method of receiving care.
- 2) In the event that this Agreement is terminated before the term is fulfilled, Caregiver shall be paid until the end of the last month that services were provided.
- 3) If Parent is required to be transferred to an assisted living facility, nursing home, or similar facility, Caregiver is required to continue providing all the services listed above that are feasible and practical.
- 4) Should Parent be transferred to an assisted living facility, nursing home, or similar facility, Caregiver may hold-over and remain in the residence by accepting the obligation to pay the real estate taxes, utilities, and homeowner's insurance on the residence of Parent until for two months.

- 5) Should Parent's funds become depleted, Caregiver may, but is under no obligation to, continue to care for Parent.

## **VI. Primary Contact and Emergency Plan**

- 1) The primary contact person for Parent shall be \_\_\_\_\_. Caregiver shall not take any instructions from or release any information to any other individual, without prior consent of Parent and/or \_\_\_\_\_.
- 2) Caregiver shall report the following to Parent and/or \_\_\_\_\_ within one hour of their happening.
  - a. all concerns or problems
  - b. minor accidents
  - c. injuries to Caregiver or Parent
  - d. information received which may impact Parent's health or Caregiver's ability to provide the services in this Agreement
  - e. moderate or significant changes in Parent's health status or behavior.
- 3) In the event of an accident or injury to Caregiver or Parent which requires medical attention, Caregiver shall notify Parent or \_\_\_\_\_ immediately.
  - a. In the event that Caregiver is uncertain of whether the accident or injury requires medical attention, Caregiver shall notify Parent or \_\_\_\_\_ immediately.

## **VII. Transferability and Governing Law**

- 1) Neither party to this Agreement may assign, transfer, convey, or otherwise alienate any benefits, costs, damages, or other expenses under this Agreement to any third party. This agreement is for services unique to both Parent and Caregiver. Neither party shall have any obligation to act as to any third party except as detailed above.
- 2) Parent and Caregiver agree that the provisions in this Agreement shall be interpreted pursuant to the laws of the State of Michigan and that the provisions of this Agreement may be amended only upon a writing signed by all parties.

- 3) If any provision of this Agreement 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 and has had the opportunity to contact an attorney or other person to assist that party in reviewing the agreement. Each party certifies that she/he understands the agreement and has had the opportunity to ask for an explanation of any term that the party does not fully understand.

Dated: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_