

## Personal Service/Employment Agreement

This agreement was made on \_\_\_\_\_, by and between \_\_\_\_\_ (the person in need of care, hereinafter "Employer") 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 Employer at Employer'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

Employer contracts to receive and Caregiver agrees to provide the below-listed personal support and maintenance services, over the lifetime of Employer, on an "as needed" basis. Unless a specific request is made by Medicaid/CMH, Caregiver is not required to keep a log of tasks performed.

#### 1) Work Schedule and Hours

- a) Caregiver agrees to work from 9:00 a.m. until 9:00 p.m., every day of the week and to be on call 24 hours a day, seven days a week unless otherwise agreed upon by parties.

(1) In the event that Caregiver decided to take a personal day or vacation, she will only do so if such an absence is feasible, practical, and responsible. Additionally, Caregiver will contact Patricia E. Kefalas Dudek as agent of Trustee to ensure that Employer does not experience a lapse in care while Caregiver is away.

- b) The work schedule may be changed with the consent of both parties.
- c) The Caregiver agrees to arrive on time to perform the contracted duties.
- d) The Caregiver agrees to work each and every scheduled shift unless she is ill, or has made prior arrangements with Employer.
- e) Failure to regularly complete scheduled shifts is grounds for termination.

- f) In the event Caregiver decides to terminate employment, she agrees to give Employer 7 days notice. If she does not provide this notice, Employee may resolve the matter by any legal means appropriate with dealing with a breach of contract.

## 2) House and Employment Rules

- a) Caregiver agrees to abide by the following rules while performing services for Employer. Any of the below listed behaviors will be grounds for immediate termination of employment.

- (1) Exceeding appropriate limits on private calls
- (2) Exceeding appropriate limits on use of computer, TV, or stereo
- (3) Use and maintenance of refrigerator
- (4) Locking the door
- (5) Safety precautions unique to the Employer
- (6) Parking
- (7) Smoking
- (8) Cell phone use
- (9) Breaks of Employers private property
- (10) Policy regarding Caregiver bringing children or others to Employer's home
- (11) Prohibited behaviors: swearing, lewd behavior, intoxication or using illegal substances, criminal behavior including theft, embezzlement, fraud
- (12) Tardiness
- (13) Absenteeism
- (14) Off limits areas of the home
- (15) Abusive or disrespectful treatment of Employer
- (16) Areas of the home where eating or drinking is not allowed
- (17) Eating Employer's food
- (18) Lying

## 3) Health and Medical Care

- a) *Monitor Health Care:* Caregiver shall monitor Employer'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 Employer's health care as and when appropriate or meaningful for the Employer's care, safety, and maintenance.

- b) *Securing Health Care*: While no medical care is to be directly provided by Caregiver, Caregiver 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 Employer'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 Employer and/or his/her insurance providers
- c) Transportation to and from appointments with medical care providers, including but not limited to physicians, dentists, physical therapists.

4) Personal Assistance

- a) Caregiver will continually assess the personal needs and desires of Employer 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 Employer, 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 Employer, including but not limited to the following:
- c) Regular Assistance: Caregiver shall regularly provide the following assistance to Employer:

(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 Employer
- (g) Medically necessary supervision
- (h) Transferring
- (i) Maintenance of records and medical equipment

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

- (a) Aiding Employer in exercise or physical therapy
- (b) Housekeeping services, including but not limited to:
  - (i) Laundry Services, including but not limited to
    - 1. Care of clothing
    - 2. Bed linens
    - 3. 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 Employer in corresponding with Employer's family and friends
- (b) Personal shopping
- (c) Incidental services as identified by Employer
- (d) 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 Employer'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 Employer:*

- (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

5) Visitation

- a) If Employer ceases to reside at her current address, or if Employer is hospitalized, Caregiver will regularly visit with Employer, wherever Employer 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 Employer with Employer.
- b) Employer may visit with family members and friends, to use the telephone in privacy, and to send and receive sealed mail.

6) Materials and Supplies

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

7) Financial Management of Employer's Affairs

- a) Sorting through insurance claims and documents
- b) Consulting and providing information to: Medicaid, CMH, the Trustee of the Trust or financial advisors for the Trust consulting with attorneys and CPAs.

8) Safeguarding Employer's Rights and Property

- a) Caregiver shall oversee the safeguard of Employer's rights and benefits of Employer.
- b) Caregiver shall act as Employer's spokesperson in dealing with health care providers and others, assuring Employer freedom of communication and decision-making as is appropriate under the circumstances.
- c) Upon request, Caregiver shall respect Employer's privacy.
- d) Caregiver shall provide reasonable protection against the loss of Employer's personal belongings and valuables. Employer may obtain a lock for her bedside cabinet, chest of drawers, and/or closet at his or her own expense.

9) 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 Employer on her own accounts *unless* Caregiver failed to exercise reasonable supervisory care of Employer at the time the expense, debt, or obligation was incurred.
- c) Caregiver shall be responsible for all of 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 her taxes.
- f) Caregiver shall split the cost of utility payments, including television, electric, gas, water, waste removal, but excluding telephone.
- g) If a vehicle is purchased with Employer'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 Employer, then Caregiver will be responsible for repairs, upkeep, and a portion of the insurance payments.
  - (2) If Caregiver uses the vehicle solely for rendering services for Employer, then Employer will be responsible for repairs, upkeep, and insurance payments.

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

- 1) General Compensation
  - a) Employer shall pay Caregiver the sum of \$800.00 bi-weekly for the services listed above.
    - (1) The compensation amount is calculated as follows: \$10.00 per hour, multiplied by 2080 hours per year.
  - b) Payment to Caregiver shall be made bi-weekly for the services rendered. Caregiver already acknowledges payment of \$1,600.00 for month of December and agrees payroll taxes were not withheld. Caregiver also acknowledges when payroll begins in January 2007 additional payroll taxes will be withheld to make up for December payroll.

- c) Acknowledge that Caregiver is already getting paid 26.5 hours per week at the rate of \$10.00 from Medicaid, A.H.H. services and waiver.
- 2) Cost of Care
  - a) Employer is currently and will remain responsible for the cost of her care, including by not limited to medical expenses, household expenses, et cetera.
  - b) Caregiver shall be reimbursed for any reasonable costs or expenses she incurs on behalf of Employer.
    - i) 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) Employer shall provide the following additional benefits to Caregiver and Employers sole discretion.
    - (1) Vacation pay
    - (2) Sick leave
    - (3) Other
  - b) Caregiver shall not accept payments or gifts from Employer without the consent of Trustee.
  - c) Employer shall reimburse Caregiver for any loss or damage suffered by them as a result of the carelessness or negligence of Employer.
  - d) Employer will pay or reimburse the following expenses which may be incurred by Caregiver in fulfilling her duties: meals, bus fare, mileage, entertainment entrance fees for companionship services.
- 4) Vehicle and mileage issues
  - a) Employer will not pay for travel time to and from Employer's residence.
  - b) If Caregiver uses her own car in the performance of contracted duties she is entitled to reimbursement for mileage at the rate of \$0.405 per mile.
- 5) Clothing and Personal Necessities
  - a) Employer shall provide her own clothing and personal necessities at her own expense.
  - b) Caregiver shall NOT be responsible or liable for and expense incurred, or debt or obligation of any nature contracted by Employer on her own accounts *unless* Caregiver

failed to exercise reasonable supervisory care of Employer at the time the expense, debt, or obligation was incurred.

6) Absences from residence

- a) When Employer is absent from her residence for purposes other than receiving medical attention as provided in this Agreement, she shall be responsible for all payments for his/her own lodging, meals, and incidentals. Employer 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) Employer understands that she has the responsibility to withhold and pay social security, Medicare, and Federal Unemployment taxes.
- 2) All wages paid to Caregiver will be reported to the appropriate taxing authorities and will be paid through Advantage Payroll Services.

#### **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 Employer dies unless
  - a) The Caregiver or Employer provides 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 Employer due to physical or mental decline, or for non-payment of services as set forth above. In the event that Caregiver terminates this Agreement, she shall assist Employer in finding an alternative placement or method of receiving care.
- 2) If Employer 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.
- 3) Should Employer 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 Employer with written consent of the Trustee.



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

## **VI. Representations**

- 1) By her signature below, Caregiver represents that
- a. Her social security number is: \_\_\_\_\_.
  - b. The Caregiver has provided the Employer with true and accurate proof of citizenship and legal ability to work for the employer.
  - c. The caregiver has never been, and is not now, involved in any criminal activity and has never been charged with or convicted of a crime.
  - d. The Caregiver has never been, and is not now, involved in any criminal or civil action alleging criminal, dishonest, or assaultive conduct.
  - e. Caregiver will sign paperwork to allow Employer to secure background information on Caregiver.

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

- 1) The primary contact person for Employer shall be \_\_\_\_\_. Caregiver shall not take any instructions from or release any information to any other individual without prior consent of Employer and/or \_\_\_\_\_.
- a. If \_\_\_\_\_ should die or become incapacitated, \_\_\_\_\_ will assume his/her role in this Agreement.
- 2) Caregiver shall report the following to Employer and/or \_\_\_\_\_ within 12 hours of their happenings.
- a. all concerns or problems
  - b. minor accidents
  - c. injuries to Caregiver or Employer
  - d. information received which may impact Employer's health or Caregiver's ability to provide the services in this Agreement
  - e. moderate or significant changes in Employer's health status or behavior.
- 3) In the event of an accident or injury to Caregiver or Employer which requires medical attention, Caregiver shall notify Employer or \_\_\_\_\_ immediately.

- a. In the event that Caregiver is uncertain of whether the accident or injury requires medical attention, Caregiver shall notify Employer or \_\_\_\_\_ immediately.

### **VIII. 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 Employer and Caregiver. Neither party shall have any obligation to act as to any third party except as detailed above.
- 2) Employer 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: \_\_\_\_\_

**Patricia E. Kefalas Dudek**  
**Agent to the Trustee**  
4190 Telegraph Road, Suite 3000  
Bloomfield Hills, MI 48302  
248-852-4250