

# FAMILY CAREGIVER AGREEMENT

**THIS AGREEMENT** is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, of \_\_\_\_\_ (referred to herein as the “XXXX” GRANDCHILD, DAUGHTER, ETC) and \_\_\_\_\_, of \_\_\_\_\_, (referred to herein as the “YYYY” MOTHER, GRANDPARENT).

## RECITALS:

- A. YYYY has suffered some medical set backs recently and now requires assistance with many tasks which he/she could previously perform on his/her own.
- B. YYYY wishes to make arrangements to insure that such services and assistance continue to be available to the YYYY.
- C. XXXX is willing to supply YYYY with the services and assistance as specified under the terms and conditions of this Agreement.

## THE PARTIES AGREE AS FOLLOWS:

- 1. XXXX will provide the services and assistance for YYYY as provided herein beginning \_\_\_\_\_, 20\_\_\_\_.
- 2. The services and assistance to be provided to YYYY by XXXX, and the estimated time requirement for such services and assistance, are as follows:

a.	Grocery shopping	1-2 hours per week
b.	Shopping trips for clothing & personal items	1-3 hours per month
c.	Transportation for outings	1-3 hours per week
d.	Handling banking and bill paying and similar financial matters	6-8 hours per month
e.	Communications with family	1 hour per week
f.	Travel to run miscellaneous errands	2 hours per week
g.	Communications with doctors, dentists, pharmacists, lawyers, etc.	1-2 hours per week
h.	Special holiday dinners and outings	1-3 hours per month
i.	Visits at hospital (when hospitalized)	as needed
j.	Communications with hospital staff	as needed
k.	Review of mail	1-2 hours per week

**Total:** At least 36 to 62 hrs per month; average = 49 hours per month

- 3. For the services specified above at Paragraph 2, YYYY will pay XXXX the sum of \$\_\_\_\_\_.**00 per month**, plus reimbursement for out-of-pocket expenses which are incurred in

connection with the performance of said services, such as phone charges, travel expenses, postage etc. Motor vehicle mileage shall be paid to XXXX by YYYY at the then-current IRS rate for business mileage allowances.

- a. YYYY will be responsible for all expenses of the following items/changes necessary for the care of his/her condition: Durable Medical Equipment, incontinence supplies, structural changes necessary to accommodate medical needs and/or ease and comfort of YYYY (these changes must be agreed to by both parties). YYYY will be responsible for restoration of these changes upon termination of this agreement.
- b. In the event that the YYYY'S medical condition deteriorates to require a specialty handicap motor vehicle, YYYY will purchase/lease a safe dependable vehicle and will be solely responsible for the maintenance and operational cost of said vehicle. XXXX will be listed as the insured driver and will ensure that there are no unauthorized drivers or use of this vehicle. Vehicle will remain the property of the YYYY.

4. In addition to the above, when XXXX is in the state of Michigan, YYYY will stay with XXXX at XXXXS's residence, and on those occasions XXXX will also perform the following services: Cooking, cleaning, laundry, attending to daily care needs, and assistance with tasks of daily living (bathing, dressing & undressing, taking medications, eating), to make sure YYYY is safe and has assistance at all times when needed.

5. For the services specified above at Paragraph 4, YYYY will pay XXXX the sum of \$ \_\_\_\_\_ .00 per week, plus reimbursement for out-of-pocket expenses which are incurred in connection with the performance of said services, such as phone charges, travel expenses, postage etc. When XXXX is not able to provide said services, he/she shall arrange for other service providers to provide those services in his/her place. YYYY shall separately pay any and all other service providers, and XXXX shall have no personal responsibility for such costs. It is understood by both parties that time off from 24 hour caregiving is necessary, AMCAB adult day care centers may be utilized one to three days per week at YYYY'S expense. In addition, five evening hours (non-accumulative) may be taken off every two weeks for personal reasons. Additionally, the parties will endeavor to use reasonableness in making time off available for special personal events.

6. YYYY shall pay XXXX for the services and in the amounts specified above within twenty (20) days following the end of the month in which the services were performed.

7. XXXX shall perform such assistance and services in a timely and workmanlike manner.

8. The XXXX is an employee with respect to the performance of services under this Agreement. YYYY shall be required to withhold any amounts for federal, state or local taxes, including payroll, social security or withholding taxes from the amounts specified under this Agreement

9. In order to encourage XXXX to commit the time, energy and resources necessary to carry out the terms of this Agreement, this Agreement is irrevocable for any reason, (although it may be terminated for cause by YYYY as specified in Paragraph 10 below).

10. This Agreement shall terminate upon the death of YYYY. This Agreement may also be terminated by YYYY for "cause". The term "cause" means the following:

- a. Any material breach by XXXX in the performance of his/her duties under this Agreement which is not cured within seven (7) days after notice from YYYY.
- b. XXXX's gross neglect, malfeasance, wilful neglect, wilful misconduct or dishonesty.
- c. Death or disability of XXXX. "Disability" shall mean the inability of XXXX to substantially perform the duties specified in this Agreement due to a medically determinable disease, injury or other mental or physical disability which continues in excess of 45 consecutive days, subject to applicable federal or state law.

11. This Agreement may be terminated by XXXX, upon 30 days notice to YYYY for the following reasons:

- a. Non-payment for the services specified herein.
- b. Inability of XXXX to perform the services specified herein for any reason, including death or disability.

12. Except as otherwise provided herein, XXXX shall be responsible for all expenses incurred, and shall furnish all materials needed, in the performance of the services under this Agreement.

13. In the event that YYYY moves from his/her current residence to reside elsewhere, the parties shall endeavor to re-negotiate a new *Family Caregiver Agreement*. However, this Agreement will terminate after 100 days if no new Agreement is reached.

14. This Agreement constitutes the entire Agreement between the parties and cancels and supercedes any other verbal or written agreements or understandings relating to the care and maintenance of the above-described Property.

15. This Agreement cannot be modified without written consent from both YYYY and XXXX.

16. The services to be rendered hereunder are personal to YYYY. YYYY may not assign, transfer, convey, or otherwise alienate any benefits specified herein, or the services to be performed hereunder, to any third party. Neither party shall have any obligation to act as to any third

party.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

**XXXX**

Date: \_\_\_\_\_

STATE OF MICHIGAN     )  
County of                 )

On this \_\_\_\_\_ **day of** \_\_\_\_\_, **20**\_\_\_\_, before me a Notary Public in and for said County, personally appeared \_\_\_\_\_ to me known to be the same person described in and who executed the foregoing instrument, who duly acknowledged the same to be his/her free act and deed.

\_\_\_\_\_  
,Notary Public  
County, Michigan  
My commission expires:

**YYYY**

Date: \_\_\_\_\_

STATE OF MICHIGAN     )  
County of                 )

On this \_\_\_\_\_ **day of** \_\_\_\_\_, **20**\_\_\_\_, before me a Notary Public in and for said County, personally appeared \_\_\_\_\_ to me known to be the same person described in and who executed the foregoing instrument, who duly acknowledged the same to be his/her free act and deed.

\_\_\_\_\_  
,Notary Public  
County, Michigan  
My commission expires:

*The information contained herein is provided for informational purposes only, and should not be construed as legal advice. You should contact your attorney to obtain advice with respect to your individual circumstances, issue, or problem.*