

COUNTY GUARDIAN CONTRACT
JANUARY 1, 2023 - DECEMBER 31, 2023

THIS AGREEMENT is made and entered into between the Newaygo County Probate Court (hereinafter referred to as the "Court"), acting through the Chief Judge (hereinafter referred to as the "Chief Judge"), and _____ (hereinafter referred to as "Contractor").

In consideration of the mutual promises hereinafter contained, the parties hereto promise and agree as follows:

1. **Appointments:** The Contractor agrees to accept at their discretion any and all appointments as Guardian and/or Conservator made by the Newaygo County Probate Court to the Contractor, and to perform the duties of Guardian and/or Conservator to the best of his/her abilities. Notifications of new appointments shall be made by email to _____ within 48 hours of the appointment.
2. **Record Keeping:** The Contractor agrees to maintain records in accordance with acceptable bookkeeping practices and agrees to open any and all files for audit, inquiry, or statistical purposes at the request of the Newaygo County Probate Court, Newaygo County Administration, or Chief Judge. If any of the aforementioned documentation is not presented in a timely fashion, or as required by law, the agreement may be severed.
3. **Review of Services:** A review meeting of the services provided may be conducted at any time at the discretion of the presiding Probate Judge. Additional information may be requested for presentation to the Judge as part of the review process at the Judge's discretion.
4. **Banking:** The Contractor agrees that a separate checking account must be maintained for each ward.
5. **Services Rendered:** The Contractor shall present a monthly report detailing the monies collected and reimbursement made to the Court. The Contractor shall, in addition to any other reporting described herein, present a monthly report detailing the types of administrative services obtained, whether they were for public services (Medicaid, Medicare, Social Security, etc.) and/or for self-pay wards and the amount.
 - a. **Amount of Pay:** The Contractor shall receive payment at a rate of \$4,970.61 per month automatically processed on the first date of the Newaygo County Accounts Payable schedule for each month by the Family Court Administrator/Probate Register; the annual contract shall align with the 2023 calendar year and shall run from January 1, 2023 to December 31, 2023.
 - b. **Medicaid Cases:** Contractor shall make every attempt to recover no less than the Medicaid eligible rate from each case appointed to him/her. Any amount recovered shall be paid to the Court on a monthly basis.

- c. **Non-Medicaid Cases:** Non-Medicaid cases will be self-paid to the Contractor as available.
6. **Guardian of the Person:** The Guardian of the person shall have, depending upon the scope of authority granted by the Probate Court, the following duties and obligations to the ward:
- a. To see that the ward is appropriately housed. To that end, the guardian shall appear with and act on behalf of any ward with regard to any eviction proceedings. If the guardian is an attorney, he/she shall represent said ward.
 - b. To ensure that provision is made for the care, comfort and maintenance of the ward including transportation, or the arrangement of transportation, for the comfort and maintenance of the ward.
 - c. To make reasonable efforts to secure any medical, psychological, and/or social services needs for each ward. Any appropriate training, educational, social and/or vocational opportunities which will maximize the ward's potential for self-reliance and independence shall be explored and secured whenever possible.
 - d. To file with the Court an annual report on the condition of the ward in compliance with the Estates and Protected Individuals Code (EPIC).
 - e. To carry out all other powers and duties required by Michigan law.
 - f. The Guardian shall consider the ward's age, functional level, and personality traits when choosing a particular placement in an attempt to balance the ward's safety on the one hand, and his/her contentment on the other.
7. **Guardian of the Estate (Conservator):** The Guardian of the estate (Conservator) shall have the duty to manage each ward's property to the extent required by his/her letters of authority and in accordance with the Michigan Prudent Investor Rule MCL 700.1502. Where authorized by the Court, this responsibility entails the obligation to:
- a. Act as a fiduciary in compliance with EPIC.
 - b. Carry out all other duties and obligations outlined in the letter of authority.
 - c. Perform all other duties required by EPIC and Michigan law.
 - d. Balance the necessity of selling assets with the possibilities the ward may return to his/her home.
 - e. Prior to any sale of real estate or property, a petition shall be filed with the Court as per statute and a reasonable effort will be made to notify heirs of the ward.

8. **Duties, Generally:** Upon appointment, the Contractor shall engage in the following steps:
- a. If not in regular contact with the ward or beneficiary, the Contractor shall meet with the ward or beneficiary as soon after the appointment as is feasible, but no later than four weeks thereafter.
 - b. Communicate to the ward or beneficiary the role of the Contractor as Guardian and/or Conservator.
 - c. Outline the rights retained by the ward or beneficiary.
 - d. Assess the physical and social situation of the ward or beneficiary by reviewing the educational, vocational, medical, and recreational needs of the ward. The assessment should also include a review of the ward's personal likes and preferences, living conditions, support systems, and the ward's overall lifestyle.
 - e. Attempt to gather any missing necessary information regarding the ward or beneficiary.
 - f. Maintain an individual client case record which shall include record of all contact, service plan, progress notes, all reports and correspondence, and all records and reports required by the Probate Court.
 - g. Conference with service providers/caregivers if the ward lives in a facility.
 - h. Examination of any charts or notes kept regarding the ward.
 - i. Assessment of the appropriateness of maintaining the ward in the current living situation considering social, psychological, educational, vocational, health, and personal care needs.
 - j. Assessment of ward's physical appearance and psychological and emotional state.
 - k. Assessment of the repair, cleanliness, and safety of home or apartment.
 - l. Assessment of the adequacy and condition of the ward's personal possessions if the ward resides in a facility (e.g. clothing, furniture, TV, etc.).
9. **Meaningful Contact:** Contractor shall attempt to have meaningful contact with each ward no less than once a month and shall have face-to-face contact with the wards at least once quarterly as required by statute.
10. **Death of Ward or Beneficiary:** Upon the death of a ward or beneficiary, Contractor shall:
- a. Notify the Probate Court by submitting a certified copy of the deceased ward's death certificate within fourteen (14) days of the date of death.

- b. Notify any agency providing benefits to the ward or beneficiary including, but not limited to, the Social Security Administrator, Veteran's Affairs, and the Department of Health and Human Services.
 - c. Conduct a thorough search making a good faith effort to contact the deceased ward's living family members and inform them of the decedent's passing following the necessary levels of priority outlined in MCL 700.3206.
 - d. Make arrangements with a funeral home if no family or friends are available to make such arrangements as specified in MCL 700.3206(7).
 - e. Apply for burial funds if necessary.
 - f. Turn the ward or beneficiary's assets over to the individual designated by the Probate Court to receive such assets. If, after 42 days, no personal representative or petition for such is pending the Contractor shall follow MCL 700.5426 with regard to the distribution of the decedent ward's assets.
 - g. Submit a final accounting and/or final report of the ward's estate to the Probate Court within 56 days.
11. **Independent Contractor:** The Contractor shall be an independent contractor and nothing in this Agreement or in the relationship between the Court and Contractor shall be constructed to interpret the relationship as employer-employee.
12. **Modification:** The provisions herein constitute the complete and entire expression of the parties' understanding and no other oral or written provisions or promises exist. This Agreement can only be modified in a writing signed by both parties hereto.
13. **Termination:** This Agreement may be terminated at will by either party at any time with thirty (30) days written notice to the other party. The termination shall not be effective until written notice is received by the other party or mailed to the other party at her/his last known address. Upon termination, Contractor shall submit a final accounting of each ward's estate to the Probate Court within 56 days.
14. **Insurance:** The Contractor shall maintain a current policy of malpractice or similar insurance as a primary policy and provide such information to the Chief Judge as requested. The Contractor shall also provide any additional paperwork per Newaygo County Administration's policies and/or procedures regarding contractors.
15. **Availability of Funds:** This Agreement is based upon availability of funds and contingent upon an annual budget appropriation.
16. **Supplies and Software:** Any supplies, software, or other materials necessary for the Contractor to deliver services as specified in this Agreement shall be at the cost of the Contractor.

17. **Contractor Contact:** All correspondence with the Contractor will be sent to:
(address, phone number & email address of Contractor)

IN WITNESS WHEREOF, the parties have executed this Agreement.

By: _____
Hon. Robert Springstead
Chief Judge

Date: _____

By: _____
Hon. Melissa K. Dykman
Probate Judge

Date: _____

By: _____
Contractor

Date: _____

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