



SUCCESSFULLY EMPLOYING YOUR PERSONAL ASSISTANTS

A Workshop Series for People with Disabilities

PARTICIPANT HANDOUTS

Workshop III, Session 5

**Hiring
Personal
Assistants**



Questions I'd Ask a Reference

1. _____

2. _____

Questions Others Offered That I Might Ask:

3. _____

4. _____

5. _____

6. _____

Sample Reference Questionnaire

"Hello, my name is _____."

I'm calling because _____ (PA candidate's name) has given me your name as a reference. Can I ask you a few questions?"

1. ***Can you please describe how you know this person, and what you know of him or her?*** (Just give the person a chance to talk. The questions below will draw him or her out and help you get a full picture.)
 - a. *How long have you known this person?*
 - b. *Can you please describe the experiences you've shared?*
 - c. *Did you have to rely on him or her to follow through with commitments and responsibilities?*
 - *How reliable and dependable was he or she?*
 - *How would you describe the quality of what this person did?*
 - *What was he or she like to work with? How would you describe his or her personality?*
 - d. *What do you consider her or his strengths as a worker or friend or community member?*
 - e. *[If the reference is a former employer] Would you re-hire her or him? Please explain why or why not*
2. ***I am considering him or her for a position with me as a personal assistant. This means that he or she will be [list responsibilities and what you're looking for]. Do you think he or she has the skills and qualities to work well in this position? Can you please describe why?***
3. ***How would you describe his or her communication and relationship skills and qualities?***
4. **Ask questions related to your individual preferences and needs!!**
5. ***Is there anything I haven't asked that you would like to share with me?***



Tips for Making an Offer

Timing and Process Are Both Important

- ◆ Return calls to ALL candidates who applied.
- ◆ Make calls to offer the position in order of preference for hire.
- ◆ Don't reject other candidates until after signing a hiring agreement with your candidate of choice.
- ◆ Speak firmly, clearly and respectfully to all candidates.
- ◆ If there are more good candidates than positions, ask candidates who won't be hired if they could be available for emergencies, back-up, or future openings.



Actions To Help Avoid Unnecessary Coverage Emergencies

✓ **Monthly Calendars:**

Prepare and review the calendar together before each month begins to identify special coverage issues (e.g., dental appointments, events, holidays, etc.).

✓ **Special Occasion or Event:**

Inform your PA of any that will happen in the near future.

✓ **Vacations:**

Ask PAs to plan in advance and notify you as soon as they know the details.

✓ **Problem Getting To Work:**

Ask PAs to contact you as soon as possible.

✓ **Illness:**

Talk with your PA if he or she feels ill. Discuss the possibility of him or her not working the next day rather than calling in at the last minute.

✓ **Back-up and Emergency Assistants:**

Have several!

✓ **Build a Support Network:**

Talk with friends and family about helping out “in a pinch,” either to fill in for a PA or to bring you something vital.

Consumer/Personal Assistant Work Agreement

This work agreement is between _____ **(personal assistant)** and _____
_____ **(employer)**:

I, _____, **(personal assistant)** agree to work the following days and hours:

Days:	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
From:							
To:							
From:							
To:							

We agree that I _____ **(personal assistant)** will be responsible for completing the general tasks listed below (or on the accompanying job description) in the way that

_____ **(employer's name)** prefers, during the agreed upon days and hours:

_____	_____
_____	_____
_____	_____

We agree that changes to what is listed above or in the job description can be made verbally and will be followed up by written documentation for both parties' (employer's and personal assistant's) records.

Work Agreement, page 2:

I, _____ (**Personal Assistant**), agree (Initial below appropriate agreements)

_____ When I leave during work hours, I will give the approximate time of return, **and** when possible, will leave a phone number where I can be reached.

_____ When I will be late to work, I will call the employer as soon as I know.

_____ If I need to call out for an unplanned absence, I will do so in a way that allows my employer the most time to find a replacement, **preferably the evening before the shift begins.**

_____ I will abide by my employer's **house rules.**

_____ I will pay for any non-local calls that I may make from my employer's phone.

_____ I will earn _____ days or _____ hours off per _____ days or hours worked.

_____ When I need time off, I will give at least _____ days or weeks notice.

Other Agreements: (based on employer preferences or tasks not included in attached Personal Assistance Planning List):

WE AGREE TO TREAT EACH OTHER WITH MUTUAL RESPECT AND SUPPORT AND WE WILL TRY TO BE FLEXIBLE AND WORK AT SOLVING PROBLEMS AS THEY ARISE.

TWO WEEKS NOTICE WILL BE GIVEN BY EITHER PARTY REGARDING TERMINATION OF THIS AGREEMENT.

PERSONAL ASSISTANT NAME/ DATE

EMPLOYER NAME / DATE

Prototype Employment Agreement

Notes in bold, italics, and brackets are places where specific information must be inserted. To make the agreement clearer for the participant, his or her name and the employee's name should be used throughout the document.

This agreement is made on **[Insert date]** between **[Insert name of participant directly employing the worker]** ("employer") and **[Insert name of employee]** ("employee") to describe the supports that the employee will provide to the employer and the terms and conditions of employment.

Article I Employee Responsibilities

I, **[Insert name of employee]**, acknowledge and agree that employment is conditioned on my employer's participation in the Choice Voucher System administered by the Prepaid Inpatient Health Plan/Community Mental Health Services Program (PIHP/CMHSP). If my employer ends participation in the Choice Voucher System, my employment may end. I agree to the following terms of employment:

1. During the term of this Agreement, I shall provide support to my employer by performing the duties outlined in this agreement and any attachments to it.
2. I agree to assist my employer in maintaining the documentation and records required by my employer or the PIHP/CMHSP. I agree to complete all necessary paperwork to secure mandatory payroll deductions from my pay. All records I may have or assist in maintaining are the property of my employer. I will keep these records confidential, release them only with the consent of my employer, and return them to my employer if my employment ends. In addition, I will complete illness and incident reports when necessary as required or requested by the PIHP/CMHSP or my employer.
3. **[Optional Provision: I shall immediately notify (*insert the name and contact information of the contact person chosen by the employer, for example, it may be an ally*) if my employer experiences a medical emergency or illness. I will also notify (*insert name of contact person*) before taking my employer to the physician, except in case of an emergency.]**
4. I agree to participate in any meetings if requested to do so by my employer.

5. I agree to abide by all of my employer's rules and PIHP/CMHSP regulations (described below) regarding my employment duties to the employer through the Choice Voucher System and I acknowledge receipt of the following rules and regulations:
 - a. Attachment A to this Agreement, which outlines the supports that I will provide to my employer.
 - b. Recipient Rights Booklet. I agree to assist my employer in filing rights complaints upon request. I also understand that I have a responsibility to report rights violations of which I am aware or any potential abusive or neglectful situations I observe. I understand that I may be requested to cooperate with a recipient rights investigation and/or assist my employer with exercising his or her rights.
 - c. **[Employer should insert rules he or she may have (such as rules regarding phone usage or smoking in his or her home)].**
 - d. **[The PIHP/CMHSP shall insert its policies and/or procedures for the Choice Voucher System or other policies that the employee needs to understand and follow].**
 - e. **[Insert reporting and documentation requirements for verifying hours worked].**
6. I understand that this is an employment-at-will relationship, which can be terminated by me or by my employer at any time. However, my employer cannot terminate my employment on the basis of my race, religion, sex, disability, or other protected status under federal or Michigan law. In addition, I agree to give **[insert number of days]** days written notice to my employer if I terminate my employment.
7. I understand and acknowledge that my employer is my sole employer and that I am not an employee of the PIHP/CMHSP, which authorizes the supports I provide, or the fiscal intermediary, which is the financial administrator of the Choice Voucher System funds used to pay me.
8. I agree not to sue the fiscal intermediary for its role as the financial administrator of my employer's Choice Voucher System funds or the PIHP/CMHSP for its role in administering the Choice Voucher System.
9. I agree to the following compensation for the services I shall perform: **[\$[Insert hourly wage]** an hour. **[Insert specific information about any benefits the employee shall receive and describe benefits that will be excluded.]**

10. I agree to execute a Medicaid Provider Agreement with the PIHP/CMHSP and acknowledge that this agreement does not alter the fact that the PIHP/CMHSP is only the project administrator of the Choice Voucher System, and that my employer is **[insert name of employer]**. I understand that my employment is contingent on completing this agreement.

Article II Employer Responsibilities

I, **[insert name of Employer]**, agree to the following:

1. I will provide my fiscal intermediary with the necessary documentation to assure timely compensation of my employee.
2. I will compensate my employee in the following manner: \$ **[Insert hourly wage]** an hour. **[Insert specific information about any benefits the employee shall receive and describe benefits that will be excluded.]** Payroll will be handled by my fiscal intermediary **[Insert name of fiscal intermediary]**, which will withhold all necessary tax, unemployment, and other withholdings from the employee's paychecks.
3. I will assure that my employee receives appropriate training.
4. I will evaluate the performance of my employee and provide appropriate feedback to assure that I am receiving quality supports.
5. I will assure that my employee executes a Medicaid Provider Agreement with PIHP/CMHSP.

Employee Signature

Date

Employer Signature^[1]

Date

¹ Some individuals may have a guardian or a chosen legal representative. If the employer has a guardian or a chosen legal representative, a place should be inserted for that person to sign and the appropriate documentation verifying that person's authority should be attached to this agreement.

**I feel ready to begin
finding, screening and
hiring PAs.**

**Plus, I know that my
skills and knowledge will
expand over time with
practice and experience.**

