

ST. JOHN'S HOME & COMMUNITY CARE AGREEMENT FOR PROVISION OF IN-HOME CARE SERVICES

This agreement between the Client and St. John's Home & Community Care, later referred to as St. John's, sets forth all the terms and conditions whereby St. John's will provide a Caregiver. The Client agrees that the following conditions are acceptable.

PROVISION OF SERVICES: St. John's agrees to provide a Caregiver for the hours and days as specified based upon an hourly rate of \$17.50 (day or night) on Monday through Saturday; an hourly rate of \$18.50 (day or night) on Sunday. In addition, meal preparation, light housekeeping, laundry, transportation, and/or personal care of the Client is provided when requested. Daytime service will be for a period of at least four (4) hours at one time and for such other length as the parties agree. Overnight care will be for a period of at least eight (8) hours at one time. If the Caregiver uses his/her car for transportation of the Client or errands for the Client in excess of five (5) miles, the Client will be charged \$ 0.405 per mile. The Client may discontinue services for any reason with a minimum 24 hour notice to a supervisor.

DISCHARGE: St. John's has the right to discharge or choose not to enroll a Client if:

- A. The Client presents a threat to him/herself and/or St. John's staff.
- B. The Client requires personal care beyond the capability of the Caregivers as determined by the supervisor.
- C. This agreement is not followed (financial obligations, unsafe work environment, disregard of the Caregiver's schedule, etc.)

HOLIDAYS: If Caregiver services are provided on New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, or Christmas Eve or New Year's Eve after 5:00 p.m., the hourly charge will be \$24.00.

OVERTIME: If a specific Caregiver is required to work more than forty (40) hours in a work week, in order to meet client preferences or emergency client needs, the charge for each hour in excess of forty will be \$24.00.

DUTIES NOT TO BE PERFORMED: The Caregiver shall not be required to perform the following:

1. Act as a representative payee nor attempt to manage personal financial affairs of the client. At no time shall a Client give a Caregiver a check, credit card or bankcard (ATM, LINK, debit, etc.) for withdrawals or shopping. Any exceptions must have prior written approval of the Program Director.
2. Administer any prescription or non-prescription medications, perform professional nursing duties, (e.g. blood pressure monitoring or glucose checking) or perform therapy activities which require special skill or training. Any exceptions must have prior written approval of the Executive Director as documented by the execution of the Medical Authorization and Release of Liability which is made as an addendum to this agreement.
3. Client transfers which require significant lifting, use of a lift device; or lifting wheelchairs into vehicle unless an exception is made by a supervisor.
4. Perform home maintenance or repair activities such as cleaning gutters, gardening, auto cleaning or maintenance.
5. Climb on ladders or chairs, move heavy furniture, or clean carpets.
6. Sign any legal papers, receive process or appear in court on behalf of the adult served.

7. Perform any of the personal services described in the foregoing paragraphs for the family of the Client served, including care of minor children.

8. Purchase alcoholic beverages for a Client or family member.

CLEANING SUPPLIES: Clients are responsible for providing the cleaning supplies and equipment needed by St. John's caregivers. If the Client cannot supply these, St. John's office should be notified.

CASH TRANSACTIONS: If the Caregiver is asked to purchase groceries or other items for the Client, a two-way cash receipt will be utilized. Upon completion of the transaction, one copy of the receipt will be provided to the Client and a second copy to St. John's administrative office.

LIABILITY: Employees of St. John's are covered by a surety bond and worker compensation insurance. The Client is expected to provide a safe work environment.

DIRECT EMPLOYMENT OF ST. JOHN'S CAREGIVER BY CLIENT: Clients may not directly employ Caregivers employed by and provided by St. John's Home and Community Care. If the Client (family) and Caregiver choose to make arrangements outside those included in this agreement, St. John's will terminate services to the Client and will no longer employ the Caregiver. All subsequent withholding, Social Security, unemployment tax, worker compensation insurance and other legal obligations of an employer will be the responsibility of the Client.

PAYMENT OF FEES: Payment of fees shall be made to St. John's Home & Community Care, 222 Goethe Avenue, Collinsville, IL 62234. Invoices will be sent every two weeks. Payment is due upon receipt of the invoice and payable within 10 days. Payment may be automatically charged to a bank account with prior arrangement.

PAYMENTS TO CAREGIVERS: The Client shall not directly pay any Caregiver employed by and provided by St. John's. Payment of bonuses, tips, gifts, and granting of loans to a St. John's employee are prohibited and may result in termination of the employee. St. John's also prohibits any employee from accepting a bequest made by a Client.

CLIENT RECOGNITION OF CAREGIVER: If a Client (Participant) wishes to recognize outstanding effort of a St. John's employee, St. John's recommends the Client send a written acknowledgment to the supervisor, who will share it with the employee and include it in their personnel files. If it is important to the Client to give an employee a special occasion gift (Christmas/birthday), the gift must be given through a St. John's supervisor. The Client may ask a supervisor to visit them for this purpose. Such gifts may not exceed \$100 cash value/year. Failure to follow this policy may result in termination of the employee.

This agreement prohibits naming St. John's employees in Client wills. An employee may not know they have been named in a Client will until after that Client's death. An employee who accepts a bequest (gift through a will) will be terminated as an employee. Acceptance of a bequest suggests that a St. John's employee may have exerted undue influence on that Client.

CANCELLATIONS: If the Client cancels a scheduled shift for a Caregiver, St. John's must be notified as soon as possible, but no less than 24 hours in advance. If the Client fails to give 24 hour notice for cancellation, the Client will be liable for payment for the four (4) hour minimum for day and evening shifts or the eight (8) hour minimum for overnight shifts.

CALLS TO ST. JOHN'S HOME & COMMUNITY CARE: Business hours are 8:30 to 5:00 p.m. Monday through Friday. In emergencies when it is necessary to reach St. John's outside of normal business hours, call the main phone number (344-0276). You will hear a recording that you have reached our emergency beeper. Leave your name and the phone number where you can be reached and we will call you back within a few minutes. Please leave your phone free so that we will not get a busy signal when we return your call.

ADHERENCE TO SCHEDULE: The Client agrees that the Caregiver shall not be expected to remain past the scheduled departure time of the scheduled shift. This is especially important in situations where the St. John's Caregiver must await the return of a family caregiver. Repeated disregard of the Caregiver's schedule may result in discontinuation of services. Any changes to the scheduled hours must be arranged through St. John's office (not the Caregiver). St. John's policies prohibit Caregivers from sharing their personal phone numbers with clients.

ACKNOWLEDGEMENT: The undersigned acknowledges that he/she has read the foregoing contract and specifically has read the limitations of services and accepts the terms of that contract for the provision of services named.

NOTICE OF PRIVACY INFORMATION PRACTICES: The undersigned acknowledges that he/she received a copy of St. John's Notice of Privacy Information Practices.

This contract shall be construed pursuant to the laws of the State of Illinois.

This agreement entered into this _____ day of _____, 20_____,
by the undersigned.

St. John's Home and Community Care

Client or Authorized Guardian, Representative or Relative

Address: _____

Client's name and address if different from above signature:

Billing name, address & phone number
if different from client's:

