This agreement between the Client and St. John’s 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.

SERVICES PROVIDED: St. John’s agrees to provide non-medical services that are intended to assist clients with activities of daily living, which would include, but not be limited to, activity of daily living support, personal care, medication reminding, housekeeping services, personal laundry, cooking, shopping, assistance in getting to and from appointments, and companionship. These services will be provided for the hours and days requested by the Client, dependent on staff availability. Changes to services may be initiated by the Client or his/her representative through a phone call or written communication to a Care Coordinator. Charges and minimum shift requirements are listed on the attached “Charges for Services”.

DUTIES NOT PERFORMED: The Caregiver shall not be required to:
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 Executive 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. _____ (initials)

3. Perform Client transfers which require significant lifting or use of a lift device; lift wheelchairs into a vehicle unless a written exception is made by a Care Coordinator.

4. Do 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, act as Power of Attorney, 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.

COMMUNICATION WITH CARE COORDINATORS: Clients are encouraged to contact a Home Services Coordinator at 618-344-0276 to communicate changes in Client needs and to resolve schedule changes, concerns, complaints, or questions on care provided. Care Coordinators are responsible for supervising, hiring, firing, and disciplining Caregivers.
On-going communication between Client and Care Coordinator is essential to assure the high quality of care each Client deserves. Care Coordinators assign duties to Caregivers based on their understanding of Client needs and desires. Clients also have the ability to communicate their wishes directly to their Caregivers. To enhance communication, a Care Coordinator will make visits to the Client home at least quarterly, as required by the Illinois Dept. of Public Health for Home Services agencies.

Your primary contact person for the St. John’s Home Services Program is:
   _____ Patti Haddick, Care Coordinator
   _____ Gail Shaw, Care Coordinator

Should this person not be available, the other Care Coordinator will gladly address your need. If the Client feels a concern has not been adequately addressed by a Care Coordinator, the Client may contact Nancy Berry, Executive Director, during business hours at 618-344-5008.

Routine calls should be made during business hours (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 phone. Leave your name and the phone number where you can be reached and we will call you back within a few minutes. Please keep your phone free so that we will not get a busy signal when we return your call.

CHANGES TO SCHEDULE: Any changes or modifications to scheduled hours must be arranged through a St. John’s Care Coordinator (not the Caregiver) by calling 618-344-0276.

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.

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 of the two (2) hour minimum for a two hour shift, the four (4) hour minimum for day and evening shifts or the eight (8) hour minimum for shifts billed at the lower rate for longer shifts (8 or more hours).

TERMINATION OF SERVICES BY CLIENT: The Client may terminate services verbally or in writing by contacting a Care Coordinator at least 24 hours prior to the beginning of any scheduled shift. The Client’s signature on this contract does not obligate him/her to use St. John’s services for a minimum number of hours or time period.

DISCHARGE: St. John’s has the right to discharge or choose not to enroll a Client if:
   1. The Client presents a threat to him/herself and/or St. John’s staff.

   2. The Client requires personal care beyond the capability of the Caregivers as determined by the Care Coordinator, outside the scope of Home Services as defined by the IL Dept. of Public Health, or beyond the types of services offered by St. John’s.

   3. This agreement is not followed (financial obligations, unsafe work environment, disregard of the Caregiver’s schedule, etc.).
Unless discharge is due to safety concerns, St. John’s will provide a minimum of seven (7) days written notice to the Client or his/her representative before discontinuing services. No person shall be refused services based on age, race, color, sex, marital status, or national origin.

**CLEANING SUPPLIES:** Clients are responsible for providing cleaning supplies and equipment needed by St. John’s caregivers. If the Client cannot supply these, the Care Coordinator 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.

**CAREGIVER ACCESS TO CLIENT HOME:** If the Client is unable to open the door for a Caregiver, the Client must work with the Care Coordinator to arrange access. The Client should never give a house key to the Caregiver unless authorized by a Care Coordinator.

**LIABILITY:** St. John’s carries liability insurance, a surety bond, and worker compensation insurance. St. John’s is also responsible for all wages, employment taxes, Social Security taxes, unemployment insurance, and other legal obligations of an employer. 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 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 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 wishes to recognize outstanding effort of a St. John’s employee, St. John’s recommends the Client send a written acknowledgment to the Care Coordinator, who will share it with the employee and include it in his/her personnel file. If it is important to the Client to give an employee a special occasion gift (Christmas/birthday), the gift must be given with the prior approval of a St. John’s Care Coordinator. 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.
Licensure Requirements: Licensure for Home Services has been required in Illinois since 9/1/2008. St. John’s is in compliance with the requirements of the licensing act, including the Health Care Worker Background Check Act requirements for pre-employment screening.

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. This contract shall remain in force for twelve months from the date signed unless services are terminated by the Client or by St. John’s as described in “Discharge” section above. At the end of the contractual period, the Client and St. John’s will sign a new written contract if both agree to continue services.

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.

__Client  __Guardian  ___Relative ___PoA  St. John’s Community Care

Name, Address, Phone Number of Individual Signing Agreement:

Printed Name  Phone Number

Street  Alternate Phone Number

City, State, Zip

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

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

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________