

ST. JOHN'S COMMUNITY CARE
CLIENT AGREEMENT FOR PROVISION OF HOME SERVICES

222 Goethe Avenue, Collinsville, IL 62234-3306
618-344-0276 FAX 618-344-4969
www.stjohnscc.org

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. Refer to Home Services Service Plan & Rate Sheet (Private Pay) for minimum shift requirement, rates/charges for services, and detailed description of services provided at the stated rates.

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, activation, or shopping. Any exceptions must have prior written approval of the Executive Director. A caregiver should never have a client's PIN number. If a client is not able to arrange purchases using cash and Cash Receipts, the caregiver should work with a supervisor to find a solution.
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. Client complaints and concerns will be acknowledged by a Care Coordinator within 48 hours of receipt of the complaint or concern. Care Coordinators are responsible for supervising, hiring, firing, and disciplining Caregivers.

Ongoing 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.

Clients experiencing abuse, neglect or financial exploitation can report it to a St. John's Care Coordinator or call Adult Protective Services of Illinois at 1-866-800-1409. Any calls of abuse, neglect, or exploitation, received by St. John's, will be reported to Adult Protective Services.

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).

_____ (initials)

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, including reason for termination of services, to the Client or his/her representative before discontinuing services. No person shall be refused services based on race, color, religion, gender, national origin, age, disability, sexual orientation, or veteran status.

EMERGENCY NOTIFICATION: In the event of a Client medical emergency, the Caregiver will call 911 if the situation appears to be serious. As soon as feasible, the Caregiver will also notify the client contact and a supervisor.

If the Client is a hospice patient, the hospice emergency number will be called. 911 will not be called unless authorized by hospice or the client contact.

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.

PAST DUE COLLECTION POLICY

If an invoice has not been paid before the next billing cycle, the client will receive a statement reflecting all outstanding invoices. If payment of invoices reflected on the statement is not received within 10 days of the statement date, a late fee of 5% of the balance due (or \$30, whichever is higher) will be added to the balance due. An additional late fee will be added every two weeks that the balance remains unpaid.

The client will not continue to receive additional services if their account is more than a month in arrears or exceeds \$3,000. St. John's will provide written notice at least 7 calendar days before discontinuing services.

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. (This prohibition does not apply if the client and employee are related.)

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 with automatic renewal at the end of the contractual period unless services are terminated by the Client or by St. John's as described in "Discharge" section above.

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:

Date revised: October 2017

ST. JOHN'S COMMUNITY CARE HOME SERVICES

Service Plan and Rate Sheet

Client Name: _____

Hours and Frequency of Service: _____

Cost of Services (effective December 30, 2017)

For shift less than 4 hours: (minimum of 2 hours)

\$25.00 per hour – Monday through Sunday

\$37.50 per hour – Holidays (Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, 5 pm Christmas Eve through Christmas Day, 5 pm New Year's Eve through New Year's Day)

For shift 4 hours or more:

\$21.00 per hour – Monday through Sunday

\$31.50 per hour – Holidays (see above)

Overnight shift – 8 hour minimum for shifts which include midnight

Requested Service Plan:

<input type="checkbox"/>	Feeding/Cut up food	_____
<input type="checkbox"/>	Bathing	_____
<input type="checkbox"/>	Grooming	_____
<input type="checkbox"/>	Dressing	_____
<input type="checkbox"/>	Transferring	_____
<input type="checkbox"/>	Incontinence Care	_____
<input type="checkbox"/>	Telephoning	_____
<input type="checkbox"/>	Meal Preparation	_____
<input type="checkbox"/>	Laundry	_____
<input type="checkbox"/>	Housework	_____
<input type="checkbox"/>	Transportation	_____
<input type="checkbox"/>	Medication Reminder	_____
<input type="checkbox"/>	Other	_____

Client Signature: _____ **Date:** _____

Date Revised: December 2017; Date Adopted: October 2015

**ST. JOHN'S COMMUNITY CARE
POLICIES FOR PROVISION OF HOME CARE SERVICES
FOR ILLINOIS DIVISION OF REHABILITATION CLIENTS (DRS)**

This agreement between the Division of Rehabilitation Services Client, later referred to as 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 to the following conditions:

CAREGIVER DUTIES: Tasks listed on the DRS Service Plan must be followed by St. John's Caregivers. Tasks not listed on this Service Plan must be authorized by the St. John's Community Care office. St. John's role is to support the Client's independence by facilitating the plan of care designed by the DRS case manager.

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

- A. The Client presents a threat to himself/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 (unsafe work environment, disregard of the Caregiver's schedule, etc.).

TRANSPORTATION: Many Clients are eligible to receive transportation services through Medicaid (Medcab) or the paratransit service offered by Madison County Transit (ACT bus) and Bi-State Development Agency (ATS bus). These services are the primary form of transportation to be used by DRS clients. If the DRS Service Plan includes weekly transportation for shopping, St. John's will only transport the client in his/her local community. (DRS does not reimburse St. John's for mileage and expects clients to use public transportation whenever possible.)

CALLS TO ST. JOHN'S COMMUNITY CARE: Business hours are 8:30 a.m. 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.

HOLIDAYS: St. John's Community Care observes the following holidays: New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Eve after 5:00 p.m., Christmas Day, and New Year's Eve after 5:00 p.m. DRS does not reimburse St. John's at the holiday rate. Therefore, we keep the holiday shifts at a minimum. If your usual shift falls on a holiday, please alert St. John's office if you cannot do without services for the day. Keep in mind that regularly scheduled caregivers may not be available on certain holidays.

PAYMENTS TO CAREGIVERS: The Client shall not directly pay any Caregiver employed by and provided by St. John's. Payment of bonuses or tips or granting of loans to a caregiver is prohibited and may result in termination of the employee.

CASH TRANSACTIONS: If the Caregiver is asked to purchase groceries or other items for the client, an appropriate 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.

CANCELLATIONS: For cancellation St. John's requires at least 24 hours' notice before start time to avoid charging the hours to DRS. Let St. John's know of any changes to hours as early as possible so that we can notify our caregiver and hopefully reschedule him/her elsewhere. Excessive late cancellations may result in decreased services to a Client.

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, activation, 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.
3. Client transfers which require significant lifting or use of a lift device; lifting wheelchairs into vehicles 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, or 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. Perform services not authorized in advance by the DRS Service Plan or a St. John's supervisor.
9. 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.

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

DIRECT EMPLOYMENT OF ST. JOHN'S CAREGIVER AS PERSONAL ASSISTANT: 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, and other legal obligations of an employer will be the responsibility of the Client.

PAYMENTS TO CAREGIVERS: The Client shall not directly pay any Caregiver employed by and provided by St. John's. Payment of bonuses or tips or granting of loans to a caregiver is prohibited and may result in termination of the employee. If the Caregiver is asked to purchase groceries or other items for the client, an appropriate 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.

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 number with clients.

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. (This prohibition does not apply if the client and employee are related.)

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 Community Care

Client or Authorized Guardian, Representative or Relative

Address: _____

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

Date adopted: June 1, 2007