

HOME SERVICES AGREEMENT

1. CLIENT INFORMATION

Name: _____

Last

First

MI

Address: _____ Apt. No. _____

City

State

Zip

Phone: _____ Cell: _____ Fax/Other: _____

Date of Birth: _____ Social Security Number: _____

2. RESPONSIBLE PARTY INFORMATION (Person/Institution responsible for payment of invoices)

Name: _____

Last

First

MI

Relationship to client

Address: _____ Apt. No. _____

City

State

Zip

Phone: _____ Cell: _____ Fax/Other: _____

3. EMERGENCY CONTACT INFORMATION:

Name: _____

Last

First

MI

Relationship to client

Address: _____ Apt. No. _____

City

State

Zip

Phone: _____ Cell: _____ Fax/Other: _____

Water Tower Nursing and Home Care, Inc. (WTN) is a Home Services Agency licensed by the Illinois Department of Public Health (IDPH), License #3000708. WTN will provide non-medical home services to the above named Client in accordance with the Home Health, Home Services and Home Nursing Agency Licensing Act [210 ILCS 55] and the rules and regulations of the Home Health, Home Services, and Home Nursing Agency Code (77 Ill. Adm. Code 245); the Health Care Worker Background Check Act [225 ILCS 46] and the Health Care Worker Background Check Code (77 Ill. Adm. Code 955).

4. HOME-SERVICES AGENCY RESPONSIBILITIES

- A. Home Services:** WTN is very proud of the commitment made by our home care team who are dedicated to caring for and working with individuals who want to maintain an undiminished quality of life. WTN home services are intended to enable the Client to remain safely, comfortably and independently in his or her own personal residence. Home services provided by WTN are non-medical and may include, but are not limited to the assistance with activities of daily living and personal care.

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- B. Acceptance and Treatment of Clients:** Home services will be provided as requested by and agreed to by the Client/Responsible Party and WTN. All WTN Clients are entitled to be treated with the utmost degree of dignity and respect regardless of age, race, creed, color, natural origin, marital status, disability or sexual orientation. Please see the document titled: “Client’s Rights and Responsibilities.” All WTN Clients are entitled to the confidentiality and security of personal, financial, and health information as found in the document titled: “Notice of Privacy Practices.”
- C. Home Service Workers:** WTN’s employees/home service workers (caregivers) are trained to perform a wide array of duties as found in the document titled: “General Duties That May Be Performed By A Home Service Worker”. Caregivers are restricted in the services they provide. A list of duties outside of the scope of services a Caregiver can provide may be found in the document titled: “Caregiver Limitations”.
- WTN is responsible for payment of all wages, employment taxes and unemployment insurance including the withholding of applicable social security, federal and state income taxes. All caregivers are covered under Workers Compensation, Non-Owned Auto, Professional Liability and Fidelity Bond insurance policies.
- WTN is responsible for the recruiting, hiring, assigning of duties, disciplining, monitoring, supervising, training and firing of all caregivers. In accordance with the Health Care Worker Background Check Code, WTN ensures all caregivers have a fingerprint-based criminal history records check and are active on the Health Care Worker Registry. WTN checks the registry for any administrative findings of abuse, neglect or misappropriation of property. WTN has developed quality guidelines based on a corporate policy that our organization and its providers strive to offer best of practices. A listing of these guidelines may be found in the document titled: “Quality Guidelines”.
- D. Supervision:** The WTN Agency Manager shall designate an individual to supervise the provision of day-to-day services and oversee the placement and monitoring of all caregivers. A WTN supervisor will schedule a visit with the client at a minimum of 90 days, more often if it is required by the service plan. Supervision does not constitute time or an activity that can be billed to the client. An individual serving in a supervisory capacity is available to answer questions 24 hours a day, 7 days a week by calling (312) 280-4980. WTN's email address is info@WaterTowerNursing.com.
- E. Training:** In accordance with the law, WTN is required to provide a minimum of eight (8) hours of training for each caregiver. Four (4) hours of training shall be provided prior to a caregiver’s first assignment and the remaining four (4) hours within the caregiver’s first thirty (30) days of employment. Thereafter, each WTN caregiver is required to complete a minimum of eight (8) hours of training annually. A listing of training may be found in the document titled: “Quality Guidelines”.
- F. Weekly Billing:** WTN will bill the Client/Responsible Party on a weekly basis. If requested, WTN will forward a copy of the invoice to a Client’s insurance company or other third party. The forwarding of invoice copies is only done as a courtesy and does not release the Client/Responsible Party from their payment responsibilities directly to WTN for the cost of all services rendered.
- G. Caregiver Time Sheets:** As required by law, WTN Caregivers are responsible for documentation of each of the services provided at each visit. Caregivers will also document the beginning and end of each shift on this time sheet. Time sheets are reviewed by WTN Supervisors for accuracy and reconciled with caregiver check in and check out phone calls (see paragraph 5.B.).

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- H. Protective Equipment:** In accordance with the requirements of the Centers for Disease Control and Prevention (CDC) and the Occupational Safety and Health Administration (OSHA), WTN will supply gloves and any other protective equipment necessary to prevent the transmission of infection when working with home services clients. WTN will bill the client for these supplies along with the weekly billing for services. The client has the right to purchase and maintain on hand at all times gloves and any other protective equipment necessary to meet the requirements of the CDC and OSHA. A listing of uniform instructions may be found in the document titled: "Infection Control Guidelines".
- I. Questions/Comments/Concerns/Complaints:** WTN wants the Client/Responsible Party and any other of the Client's designees to feel comfortable communicating with WTN and encourages the asking of questions or voicing any comments, concerns or complaints. WTN's business office is open from 8:30 a.m. to 6 p.m. Monday through Friday and from 8:30 a.m. to 3 p.m. on Saturday. An individual serving in a supervisory capacity is available 24 hours a day, 7 days a week by calling (312) 280-4980. WTN's email address is info@WaterTowerNursing.com. A complete listing of contact information may be found in the document titled: "Clients Rights and Responsibilities".
- J. Complaint Resolution Process:** WTN prides itself on being an exceptional provider of non-medical home services to our Clients. However, WTN recognizes that sometimes expectations may not be fully met. WTN strives to successfully resolve complaints in a consistent, fair and timely manner; and without the interruption of service if possible. WTN Clients are entitled to file a complaint and to be free from retaliation for doing so. WTN encourages the Client/Client's designee to call a WTN Supervisor for immediate assistance and requests all complaints be reported as soon as possible after occurrence to ensure accurate processing. An individual serving in a supervisory capacity is available 24 hours a day, 7 days a week by calling (312) 280-4980. WTN's email address is info@WaterTowerNursing.com. A listing of contact information and additional resources may be found in the document titled: "Clients Rights and Responsibilities".

If the immediate WTN Supervisor is unable to resolve the matter, the Client/Client's designee will be guided through WTN's formal complaint resolution process. The Agency Manager or a designated WTN Supervisor will acknowledge the formal complaint within three (3) business days via telephone, or in writing if requested. Accurate details of the complaint will be recorded, an investigation will be conducted and resolution of the complaint is usually within thirty (30) calendar days. WTN will keep the Client/Client's designee informed throughout the complaint resolution process as frequently as possible.

WTN does not handle complaints which are more effectively handled by government, private agencies, or the legal system. WTN reserves the right to use its discretion in reporting any complaint to the appropriate government, private agencies, or the legal system.

5. CLIENT/RESPONSIBLE PARTY RESPONSIBILITIES

- A. Treatment of WTN Caregivers:** The Client/Responsible Party understands that WTN is an Equal Opportunity Employer and does not discriminate based on age, race, creed, color, natural origin, marital status, disability or sexual orientation. All WTN caregivers are entitled to be treated respectfully and to be free from all forms of abuse or harassment.

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- B. Check In and Check Out:** To ensure the accuracy of billing and payroll information, all WTN caregivers are required to make a call from the Client's home phone at the beginning of each shift to report the exact arrival time and the end of each shift to report the exact departure time. If using the Client's phone poses a problem other arrangements will be made. This may require the Client to sign a WTN caregiver's time sheet.
- C. Payment and Late Charges:** The Client/Responsible Party acknowledges that he/she will be billed on a weekly basis and agrees to pay all charges for services rendered within seven (7) days after receipt of billing. Payment (s) are to be mailed to Water Tower Nursing and Home Care, Inc; 845 N Michigan Ave. Suite #902W; Chicago, IL 60611.
- Failure to make sure payments are timely may result in the withdrawal of services by WTN. If payment is not received by WTN within thirty (30) days of billing, interest will be charged on the unpaid balance at the rate of one and one half percent (1.5%) per month, eighteen percent (18%) annually. In the event WTN must seek legal or other assistance to collect the unpaid amount, the Client/Responsible Party agrees to pay all cost of collection, including, but not limited to, attorney's fees and costs.
- D. Private Hiring of WTN Caregivers:** The Client/Responsible Party agrees not to hire privately a WTN caregiver who has provided services for this Client/Responsible Party during the term of employment with WTN or for a period of two (2) years after the date of termination of services with WTN. In the event of a breach of this agreement, the Client/Responsible Party will pay WTN, upon demand, the lesser of twenty thousand dollars (\$20,000.00) or six months of billing (calculated by taking the average of the most previous six months of billing). Should collection procedures be necessary, Client/Responsible Party agrees to pay all costs incurred by WTN, including reasonable attorney's fees.

6. EMERGENCY CONTACT

In the event of an emergency while the WTN caregiver is on duty with the Client, the WTN caregiver is to call 911. Additionally, the WTN caregiver is to call the designated Emergency Contact Person of the Client and a WTN supervisor. A WTN supervisor will also call the Client's designated Emergency Contact Person. This policy is superseded by Client/Responsible Party instructions.

7. AGREEMENT TO HOME SERVICES

WTN will provide non-medical home services to the Client in accordance with the policies, requirements and service arrangements that are set forth in this Home Services Agreement.

- A. Assessment/Case Summary/Service Plan:** WTN will perform an initial assessment for each Client. From the assessment a WTN supervisor will create a Case Summary. The Case Summary includes, but is not limited to: Date Created, Client Information, Emergency Contact Information, Service Plan, and Schedule. The Case Summary is given to each Client'/Client's designee and WTN caregiver at the start of a new case and shall be reviewed and revised as necessary. The Service Plan will be developed in consultation with the Client and his or her appropriate family member or representative. The Service Plan will outline the services to be provided and will include, but not be limited to, frequency of visits, information relating to circumstances that may impact involvement by the client such as activity, diet, functional limitations, medications being taken, and treatments being received. The Service Plan will be reviewed as often as the Client's needs dictate or not less than once annually by WTN's supervisors. The Service Plan may be modified as desired by the Client/Responsible Party or as needed by WTN. Changes will be confirmed with the Client/Responsible Party, Caregiver(s) and a WTN Supervisor.

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- B. Schedule:** Following the assessment and service plan, WTN will schedule the Caregiver(s) to work the mutually agreed upon initial schedule. This initial schedule may be modified as desired by the Client/Responsible Party, or as needed by WTN. Changes will be confirmed with the Client/Responsible Party, Caregiver(s) and a WTN Supervisor.
- C. Rates:** WTN will quote a rate for services based on the initial service plan. A complete listing of charges for home services may be found in the document titled: "Rates For Services". WTN will give reasonable notice if a billing change needs to be made.

Applicable Rate: \$ _____ per HOUR \$ _____ per DAY (circle one)

- D. Schedule:** WTN caregiver will provide services agreed upon in the Service Plan on the following schedule*:

* This schedule is subject to verbal changes

- E. Overtime:** In accordance with wage and hour laws, any same Caregiver who provides services to a Client and works in excess of forty (40) hours in a work week (Sunday through Saturday) is entitled to be paid at one and one half (1.5) times the applicable rate for the excess hours. Therefore, the Client will be billed at one and one half (1.5) the applicable rate for each Caregiver that works in excess of forty (40) hours in a work week (Sunday through Saturday).
- F. Holiday Pay:** WTN recognizes the following holidays and all services rendered on these days will be billed at the rate of one and one half (1.5) the applicable rate: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve.
- G. Transportation:** WTN recognizes that at times, transport of the Client for errands or appointments outside of the home may become necessary. *It is important to understand that not all employees of WTN are qualified to provide transportation and under no circumstance may a WTN employee drive a Client without completion of necessary paperwork and prior authorization.* Upon a Client's request for transportation service, an attempt to qualify the WTN employee will be made. Upon authorization, the WTN employee may only drive the Client in the Client's car. Use of a WTN employee's car while working with a Client is strictly prohibited. Furthermore, the Client understands and agrees to release WTN and all their employees from all liability should an accident or injuries occur.

8. TERMINATION, MODIFICATION OR AMENDING OF SERVICE

The Client/Responsible Party may terminate, or request to modify or amend this Home Services Agreement by providing at least twenty-four (24) hours notice to WTN. WTN will require payment of the five (5) hour minimum billed on behalf of a Caregiver who is scheduled to work, should the Client/Responsible Party decide to change service without the proper notice to WTN.

In the event a more medical model of assistance becomes necessary to meet higher needs of the Client, WTN will assist the Client/Responsible Party in locating a replacement agency to meet his/her needs.

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WTN may terminate, modify or amend this Home Services Agreement by providing at least seven (7) working days notice in advance of the date of change. WTN will provide the Client/Responsible Party with a stated reason for change. Services may be changed immediately without seven (7) working days notice in the event that an employee of WTN is being mistreated, asked to perform duties outside the limitations of this Home Services Agreement, or in a case in which the employee's safety is at risk.

Paragraphs 5.C. and 5.D. of this Home Services Agreement shall remain effective, after any change of this agreement due to termination, amendment or modification, until all financial obligations to WTN are satisfied.

9. ACKNOWLEDGEMENT OF NOTICE RECEIPT

The Client/Responsible Party may obtain the following documents at www.WaterTowerNursing.com. If downloading the forms from the internet poses a problem, WTN will make arrangements to fax, mail or hand deliver the documents.

- a. General Duties Performed By A Home Service Worker
- b. Caregiver Limitations
- c. Quality Guidelines
- d. Infection Control Guidelines
- e. Client's Rights and Responsibilities
- f. Notice of Privacy Practices
- g. Rates for Services
- h. Live-In Services (if needed)

10. CONSENT AND RELEASE

By executing this Home Services Agreement, the Client or Responsible Party on behalf of the Client, consents to (i) the care of the Client as requested herein; (ii) release of information by WTN to individuals acting in official capacities as Client's designees, representing third party payors, or other health care providers involved in the Client's care.

The undersigned has read, has been given the opportunity to discuss and understands this Home Services Agreement and agrees to be legally bound to all of the terms and conditions. Use of WTN home services is at your own risk and no guarantees on services or caregivers can be made. This Home Services Agreement shall remain in effect until terminated by either the Client/Responsible Party or Water Tower Nursing and Home Care, Inc. Furthermore, the Client/Responsible Party acknowledges receipt of a copy of this agreement.

Signature of Client: _____ **Date:** _____

Signature of Responsible Party: _____ **Date:** _____

Signature of WTN Representative: _____ **Date:** _____