

**SERVICE AGREEMENT CONTRACT****1. CLIENT INFORMATION**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ M.I.: \_\_\_\_\_  
Street Address: \_\_\_\_\_ Apt/Unit #: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax/Other: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ SSN: \_\_\_\_\_

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

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ M.I.: \_\_\_\_\_  
Relationship to Client: \_\_\_\_\_  
Street Address: \_\_\_\_\_ Apt/Unit #: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax/Other: \_\_\_\_\_

**3. EMERGENCY CONTACT INFORMATION:**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ M.I.: \_\_\_\_\_  
Street Address: \_\_\_\_\_ Apt/Unit #: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax/Other: \_\_\_\_\_

**Highland Wood Home Services (HWS) is a Home Services Agency licensed by the Illinois Department of Public Health (IDPH), License # \_\_\_\_\_. HWS 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); and the Health Care Worker Background Check Code (77 Ill. Adm. Code 955).**

**4. HOME-SERVICES AGENCY RESPONSIBILITIES**

**A. Home Services:** HWS 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. HWS 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 HWS are non-medical, please see document with title, "Home Service Worker Responsibilities".

- Meal Preparation and Feeding
- Bathing and Personal Care and Grooming
- Light Housekeeping
- Bedside Care for minor temporary illness
- Errands and Groceries
- Medication Reminding and Supervision
- Day shifts and Night shifts
- Long-term care and short-term care
- Companionship



- B. Acceptance and Treatment of Clients:** Home services will be provided as requested by and agreed to by the Client/Responsible Party and HWS. All HWS 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. Be free from all forms of abuse, harassment, neglect, or financial exploitation. All HWS Clients are entitled to the confidentiality and security of personal, financial, and health information. Please see the document with title, "Clients Rights and Responsibilities" and "Notice of Privacy Practices".
- C. Home Service Workers:** HWS employees/home service workers (caregivers) are trained to perform a wide array of duties (as mentioned in paragraph 4. A.) and are restricted to the services they provide. See the list of duties that are out of scope of home service worker in the document title, "Home Service Worker Limitations".
- HWS 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, HWS ensures all caregivers have a fingerprint-based criminal history records check and are active on the Health Care Worker Registry. HWS checks the registry for any administrative findings of abuse, neglect, or misappropriation of property. HWS and the caregivers has developed the policy to provide best services. A list of these guidelines can be found in the document, "Quality Guidelines".
- HWS is also responsible for payment of all wages, employment taxes and unemployment insurance including the withholding of applicable social security, federal and state income taxes for all home service workers. In addition, all caregivers are covered under Workers Compensation, Professional Liability, and insurance policies.
- D. Supervision:** The HWS 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 HWS 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 (see paragraph 7) is available to answer questions 24 hours a day, 7 days a week by calling (847) 654-7555. HWS's email address is [hwnsllc@gmail.com](mailto:hwnsllc@gmail.com).
- E. Training:** In accordance with the law, HWS is required to provide a minimum of ten (10) hours of training for each caregiver. Five (5) hours of training shall be provided prior to a caregiver's first assignment whereas the worker must pass competency evaluation as described in the first 5 hours of training and the remaining five (5) hours training to be completed within the caregiver's first thirty (30) days of employment start date. Thereafter, each HWS caregiver is required to complete a minimum of ten (10) hours of training annually, during each year of employment, to maintain placement availability. A list of training can be found in the document with title, "Quality Guideline".
- F. Weekly Billing:** HWS will bill the Client/Responsible Party on a weekly basis. If requested, HWS 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 HWS for the cost of all services rendered.
- G. Caregiver Time Sheets:** As required by law, HWS 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 HWS Supervisors for accuracy and reconciled with caregiver check in and check out phone calls (see paragraph 5.B.).



- H. Questions/Comments/Concerns/Complaints:** HWS wants the Client/Responsible Party and any other of the Client's designees to feel comfortable communicating with HWS and encourages the asking of questions, any comments, concerns, or complaints. HWS business office is open from 9:00 a.m. to 5:00 p.m. Monday through Friday. An individual serving in a supervisory capacity is available 24 hours a day, 7 days a week by calling (847) 654-7555. HWS's email address is [hwnslc@gmail.com](mailto:hwnslc@gmail.com). (See Paragraph 7 for contact information).
- I. Protective Equipment:** In accordance with the requirements of the Centers for Disease Control and Prevention (CDC) and the Occupational Safety and Health Administration (OSHA), HWS will supply gloves and any other protective equipment necessary to prevent the transmission of infection when working with home services clients. HWS 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 gloves and any other protective equipment necessary to meet the requirements of the CDC and OSHA. Additional instruction can be found in the document named, "Infection Control Guidelines".
- J. Complaint Resolution Process:** HWS prides itself on being an exceptional provider of non-medical home services to our clients. However, HWS recognizes that sometimes expectations may not be fully met. HWS strives to successfully resolve complaints in a consistent, fair, and timely manner, and without the interruption of service if possible. HWS Clients are entitled to file a complaint and to be free from retaliation for doing so. HWS encourages the Client/responsible party to call a HWS 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 (847) 654-7555 (see paragraph 7). HWS email address is [hwnslc@gmail.com](mailto:hwnslc@gmail.com).  
The Agency Manager 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. HWS will keep the Client/Client's designee informed throughout the complaint resolution process as frequently as possible.  
HWS does not handle complaints which are more effectively handled by government, private agencies, or the legal system. HWS 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 HWS Caregivers:** The Client/Responsible Party understands that HWS is an Equal Opportunity Employer and does not discriminate based on age, race, creed, color, natural origin, marital status, disability, or sexual orientation. All HWS caregivers are entitled to be treated respectfully and to be free from all forms of abuse or harassment.
- B. Check-in and Check-out:** To ensure the accuracy of billing and payroll information, all HWS 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 arrangement will be made. This may require the Client to sign a HWS caregiver's time sheet.



- C. Payment and Late Charges:** The Client/Responsible Party acknowledges that he/she will be billed on 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:

**Highland Wood Home Services; 2250 Point Blvd. Suite 335 Elgin IL 60123.**

Failure to make payments on timely manner may result in the withdrawal of services by HWS. If payment is not received by HWS 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 HWS 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 HWS Caregivers:** The Client/Responsible Party agrees not to hire privately an HWS caregiver who has provided services for this Client/Responsible Party during the term of employment with HWS or for a period of one (1) year after the date of termination of services with HWS. In the event of a breach of this agreement, the Client/Responsible Party will pay HWS, upon demand, the lesser of ten thousand dollars (\$10,000.00) 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 HWS, including reasonable attorney's fees.

## 6. EMERGENCY CONTACT

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

## 7. GENERAL OFFICE INFORMATION

<b>Agency Manager (All Aspect of Business both Administrative and Care related)</b>	Sweta Patel
<b>Location and Mail Address</b>	Highland Wood Home Services 2250 Point Blvd. Suite 335 Elgin IL 60123
<b>Office Hours</b>	9:00 AM to 5PM Monday to Friday
<b>24/7 Phone contact</b>	(847) 654-7555
<b>Email</b>	hwnsllc@gmail.com

## 8. AGREEMENT TO HOME SERVICES

HWS 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:** HWS will perform an initial assessment for each Client. From the assessment a HWS 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 HWS 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 HWS's supervisors. The Service Plan may be modified as desired by the Client/Responsible Party or as needed by HWS. Changes will be confirmed with the Client/Responsible Party, Caregiver(s) and a HWS Supervisor.

**B. Schedule:** Following the assessment and service plan, HWS 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 HWS. Changes will be confirmed with the Client/Responsible Party, Caregiver(s) and a HWS Supervisor.

**C. Rates:** HWS will quote a rate for services based on the initial service plan. A complete list of charges for home care can be found in the document title, "Home Care Services Fee".

\$ \_\_\_\_\_ per hour (minimum 4 hours a day)

\$ \_\_\_\_\_ per day

\$ \_\_\_\_\_ 24 Hour care (contingent upon services rendered)

**D. Overtime and Holiday Pay**

In accordance with wage and hour laws, any same caregiver who provides services to a client and works more than 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) times the applicable rate for each caregiver who works more than forty (40) hours in a work week.

HWS recognizes the following holidays, and all services rendered on these days will be billed at a rate of one and one half (1.5) times the applicable rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve.

**E. Starting Date of Services:**

From \_\_\_\_\_ to \_\_\_\_\_

Rates are object to change upon 7 days of notice depending on the actual level of care and services required, as assessed by the actual Caregiver. HWS will provide a reliever on the day offs, if applicable.

**F. Transportation:** HWS 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 HWS are qualified to provide transportation and under no circumstance may a HWS 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 HWS employee will be made. Upon authorization, the HWS employee may only drive the Client in the Client's car. Use of a HWS employee's car while working with a client is strictly prohibited. Furthermore, the Client understands and agrees to release HWS and all their employees from all liability should an accident or injuries occur.

**9. TERMINATION, MODIFICATION OR AMENDING OF SERVICE**

If the undersigned desires to terminate the Services provided under this contract, the undersigned agrees to give the agency seven (7) days advance notice. In the event of termination caused by the death of the client within seven (7) days upon the start of service, there shall be a 50% refund of the said payment. In



the event a more medical model of assistance becomes necessary to meet higher needs of the Client, HWS will assist the Client/Responsible Party in locating a replacement agency to meet his/her needs. HWS 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. HWS will provide the Client/Responsible Party with a stated reason for change.

Services may be changed immediately without seven (7) working days' notice if an employee of HWS 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 HWS are satisfied.

#### 10. ACKNOWLEDGEMENT OF NOTICE RECEIPT

The Client/Responsible Party on behalf of Client, may obtain the following documents from the HWS location (see paragraph 7) or HWS will arrange to mail, or hand deliver below documents.

- a) Home Service Worker Responsibilities
- b) Home Service Worker Limitations
- c) Quality Guidelines
- d) Infection Control Guidelines
- e) Clients Rights and Responsibilities
- f) Notice of Privacy Practices
- g) Home care services fee

#### 11. CONSENT AND RELEASE

By executing this Home Services Agreement, the Client/Responsible Party on behalf of the Client, consents to (I) the care of the Client as requested herein; (II) release of information by HWS 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 the terms and conditions. Use of HWS 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 Highland Wood Home Services. Furthermore, the Client/Responsible Party acknowledges receipt of a copy of this agreement.**

Signature of Client: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Responsible Party: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of HWS Representative: \_\_\_\_\_ Date: \_\_\_\_\_