



# Service Agreement

Client Name(s) \_\_\_\_\_ Date of Birth \_\_\_\_\_

Funding Agency (if any) \_\_\_\_\_ Direct Bill?  yes  no

Agency Contact, address and phone # \_\_\_\_\_

The following agreement defines the terms in which *Improving Lives In-Home Care (Improving Lives)* will provide health care support services to the above-named Client(s) individually or jointly with a funding agency, and on behalf of the above named Client, who are responsible for all payment to *Improving Lives*.

**Consent To Service:** I personally, or as Financial Responsible Party, have requested services through the Agency for the above-named Client. I hereby consent to such services by Agency personnel for the Client as may be dictated by Client's illness, injury, or condition. I agree to permit an employee, agent, representative, or contractor of the Agency to services for the Client listed below and in attached standardized list of services and individualized Care Plan and in so doing release the Agency from all responsibility and liability for such services when rendered as described.

## 1. Agency Responsibilities

- A. This agency will provide the services of a:  In-Home Respite or Community Support  Out-of-Home Respite  Job Coach  Other \_\_\_\_\_

on the following schedule: \_\_\_\_\_

*(This schedule is subject to verbal changes.)*

*All staff are insured and bonded, reference checked, vulnerable sector screened, and checked for health upon hiring, and regular intervals after hiring. Improving Lives carries on programs of training and supervision with all employees so they meet and exceed industry standards. Improving Lives will endeavor to match qualified caregivers and nurses to clients, but this cannot always be guaranteed.*

- B. **Services:** The caregiver will provide services agreed to, by the Client, Responsible Party and This Agency as per the attached Care Plan and attached list of standardized services offered by This Agency.
- C. **Change in Service:** An Agency representative will visit the Client a initially within 3 days of placement and at least every month thereafter to evaluate the services being provided.
- D. **Billing:** This Agency will bill Responsible Party on a bi-weekly basis. As a courtesy, the Agency may forward invoices to Client's insurance company or other third party, if requested. The Agency's forwarding of invoices does not release Responsible Party from their payment responsibilities for all services rendered. If the Agency receives payment from both Responsible Party and a third-party payer, the Agency will reimburse the appropriate party. The Agency makes no representations, and no Agency employee is authorized at any time to make any representations regarding insurance payment for services.
- E. **Questions:** The Agency business office is open from \_\_\_9:00\_\_\_ to \_\_\_5:00\_\_\_, Monday through Friday. The telephone is answered after hours and on weekends either personally or on a call back basis.

If an emergency occurs when a caregiver is not present, the Client will call 911 or call 1-866-221-0501. for assistance.

Questions regarding invoices should be directed to the Accounts Manager. Questions regarding service should be directed to the Client Service Representative.



- F. **Protective Equipment:** The Agency will require the client to provide gloves or other protective equipment necessary to care for the Client and to comply with Universal Precaution requirements. The Agency will bill the Client for these supplies if not supplied in the house.

## 2. Responsible Party Responsibilities

- A. **Payment and Late Charges:** Responsible Party agrees to pay for all services rendered within seven days after receipt of billing. If payment is not received by the Agency within thirty days of billing, interest will be charged on the unpaid balance at the rate of 18% annually (1.5% per month). Responsible Party is liable for all charges, including collection costs and all related attorney's costs regardless of payer. For the convenience of all, the payer's valid credit card or direct bank debit will be charged after an invoice for service is issued.
- B. **Service Interruptions:** The Agency uses its best efforts to provide uninterrupted service; however, sometimes interruptions are unavoidable. During any interruption of service, Responsible Party is responsible for insuring the availability of back-up care.
- C. **ELECTRONIC Time Slips:** When a caregiver arrives for service, he/she will call a 1-800 service and enter a unique code to activate his/her shift, and will do the same when he/she leaves, using the client telephone. By using the client telephone, this verifies that the caregiver is at the client's home. Responsible Party and Client agree and acknowledge that electronic time slips form the basis of weekly billing for services rendered and are valid for billing purposes.
- D. **Treatment of Agency Employees:** Responsible Party and Client understand that the Agency is an Equal Opportunity Employer and agree to treat the caregiver(s) respectfully. Respectful treatment includes no verbal or sexual harassment of any kind.
- E. **Hiring of Agency Employees:** Responsible Party and Client also agree to not hire privately an Agency employee, who has provided care for this Client, for a period of one year from the last date said employee worked for this client. If this agreement is violated, Responsible Party will pay the Agency, upon demand, (set a reasonable amount based on actual damages) in liquidated damages. Should collection procedures be necessary, Responsible Party agrees to pay all costs, including reasonable attorney's fees.

## 3. Rates

- A. **Basic:** The rate for caregiver services provided is:

Community Support, Respite, Job Coaching	_____	Rate per Hour	\$31.75
Out-of-Home (24 hours, private bedroom)		Rate per day	\$400 to \$500 (depends on support ratio)

Note: Minimum shifts are 4 hours during the day and 8 hours overnight unless other arrangements can be made with the caregiver. Charges apply with less than 24 hours' notice of cancellation.

*All rates are subject to change with two weeks' prior notice to Responsible Party.*

- B. **Overtime:** The Agency shall use its best efforts to schedule the services provided by its employees to avoid overtime hours. If the Client requests to have services by the same employee in excess of 44 hours per week, these excess hours will be billed at one and one half the applicable weekly or weekend rate. All services rendered on holidays will be billed at the overtime rate. Holidays are Christmas Eve and New Year's Eve 3:00 p.m. – 7:00 a.m., New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labor Day, Thanksgiving Day, and Christmas Day.
- C. **Automobile:** Use of caregiver's car for shopping or errands will be billed at a rate of \$\_.50\_\_\_\_\_ per Km.

## 4. Termination of Service

Responsible Party may terminate this Agreement by providing at least 24 hours' notice. Paragraph 2.A, 2.D, 3.A, 3.B remain effective after the termination of this Agreement.



## 5. Payment Authority

Responsible Party requests that benefits from insurance companies, trust officers, or other responsible payer(s) be paid directly to the Agency. Responsible Party authorizes release of all records required to act on this request.

## 6. Client Rights

A grievance or complaint may be filed by calling the Agency office and speaking with any office personnel or by completing a Client survey and emailing or mailing to our office.

## 7. Schedule Changes – 24 Hour Cancellation Notice

**A minimum of 24 hours is required to cancel a scheduled shift; if less notice is given, charges for the full shift will still apply.** Other changes such as increases/decreases in length of shift and or adding new shifts will be accommodated depending on availability of appropriate staff. Improving lives will attempt to replace a shift should a caregiver call in sick, but this again will depend on the availability of staff that have the appropriate skills

## 7. Transportation (in-home only)

I release the Agency and all their employees from all liability should an accident or injury occur. The caregiver (see separate release form)

WILL  WILL NOT transport or perform shopping or errand services for Client. If "Will" is indicated, the transportation liability release must be signed. Transportation is charged when transporting a client only, or running an errand at the clients request.

## 8. Other Notes:

The undersigned have each read, discussed and understand this Agreement and agree to be legally bound to all of the terms and conditions. Responsible Party or Client acknowledges receipt of a copy of this Agreement.

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*Client or Responsible Party*

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*Date*

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*Responsible Party Relationship to Client*

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*Witness*