



SERVICE LEVEL AGREEMENT FOR CAREGIVERS

PARTIES

This Service Level Agreement is entered into between the Association for the Physically Disabled – Greater Johannesburg; herein represented by the Director, Mrs Rachel Legasa, and MrsJxxxxxxxxMxxxxxxxx (ID xxxxxx xxxxx) in her private capacity on this ___th day of _____, _____.

PREAMBLE

The Association for the Physically Disabled – Greater Johannesburg (APD) has a proud history of service excellence. This reputation is not only based on the quality of the service the APD provides through its various divisions, but also on the behaviour and conduct of the people who render the various services under the auspices/banner of the APD.

OUR CARE-GIVING CREDO

You agree and undertake to comply with the values which form part of our Care-giving Credo; ie:

- Service Excellence
- Respect
- Sensitivity
- Empathy
- Devotion
- Love
- Determination
- Companionship

UNDERSTANDING

When you are contracted to provide a care-giving service on behalf of the Lean On Us Home Care Services (LOU) division of the APD, you will be expected to adhere to a specific code of conduct and provide a level of service worthy of our brand as detailed in this document.

Failure to comply with the guidelines provided in this Service Level Agreement will lead to an investigation by the APD/LOU which could result in the immediate suspension or termination of the services you are providing on our behalf and could lead to the removal of your name from the Caregiver Registration Role of the APD/LOU.

In addition to the internal APD procedures mentioned above criminal and/or civil action will be taken against you if our investigation concludes that your actions constitute a criminal act.

DEFINITION OF BENEFICIARY

Throughout this agreement the *Beneficiary* will be understood to be the person who, through a legally binding agreement with the APD/LOU, is entitled to receive specific services from the APD and/or LOU.

DESIGNATED BENEFICIARY

The Beneficiary assigned to you for the services and time-frames specified in Annexure B is:

NAME:

ADDRESS:

ASSIGNMENT, DUTIES & PRINCIPLES

1. PAYMENT ARRANGEMENTS:

- **Payment Agreement:**
 - a) You declare that you understand and agree that you will receive all monies owing to you from the APD/LOU and that you will not approach or discuss any payments to yourself with the Beneficiary or any other party associated with the Beneficiary.
 - b) All monies owing to you by the APD/LOU will only be paid into your bank account.
 - c) Payments of your Service Fees will be only be made once a month, specifically on the last working day of the month.
 - d) Payments of your Transport Fees will only be made once a week, specifically on the Friday.
- **Time Sheets:**
 - a) You will be provided with an official APD/LOU Weekly Timesheet (see Annexure D). This sheet must be completed by the Beneficiary and signed by both you and the Beneficiary on a weekly basis in order for you to receive payment from the APD/LOU.
 - b) You must ensure that you hand the completed time sheets to the duly authorised representative of the APD/LOU when he/she visits the Beneficiary.
 - c) The APD/LOU will conduct a weekly telephonic verification with the Beneficiary of the number of hours that you have provided the service to him/her on behalf of the APD/LOU.
- **Service Fee:**
 - a) You will receive a service fee of R15 (Fifteen Rand) per hour for those hours during which you provide the services outlined in Annexure B to the Beneficiary assigned to you at the home of the Beneficiary.
 - b) You agree and undertake not to in any way approach the Beneficiary and/or agree to a request from the Beneficiary to render a service to him/her in your private capacity for any hours/time frames not specified in your agreement with the APD/LOU as specified in Annexure B.
- **Transport Fee:**
 - a) You will receive a daily transport fee of R20 (Twenty Rand) for those days during which you provide the services outlined in Annexure B to the Beneficiary assigned to you at the home of the Beneficiary.
 - b) As per the APD/LOU formal agreement with the Beneficiary, he/she will be responsible for all your transport costs should he/she ask you to escort them to a venue away from his/her home during any of the contracted service hours.
- **Excursion Costs:**
 - a) As per the APD/LOU formal agreement with the Beneficiary, he/she will be responsible for all incidental costs should he/she ask you to escort them to a venue away from his/her home during any of the contracted service hours.
 - b) You agree and undertake not to in any way initiate or influence the Beneficiary to undertake any off-site excursions.

2. GIFTS & GRATUITIES:

- As per the APD/LOU formal agreement with the Beneficiary, he/she is strongly dissuaded from giving you any gifts, whether in cash or goods-in-kind, without the permission of the LOU Project Manager or the Director of the APD.
- You agree and undertake to immediately inform either the LOU Project Manager or the Director of the APD if the Beneficiary offers you any gifts and/or gratuities.
- You agree and undertake not to in any way approach the Beneficiary for any gifts, whether in cash or goods-in-kind. As per the APD/LOU formal agreement with the Beneficiary, he/she undertakes to inform the LOU

Project Manager or the Director of the APD should you solicit any such gifts. Should such a complaint be received by the APD/LOU, the matter will be investigated and the appropriate steps taken by the APD/LOU based on the outcome of the investigation.

3. REPORTING LINE:

- You report directly to the LOU Supervisor, Miss Zanele Mashaba:tel 073-846-7981. Should you not be able to reach Miss Mashaba, you should contact the LOU Project Manager, Lorinda Venter: tel 011-646-8331, cell 082-920-2538, mail lorindav@apdjhb.co.za. Should you not be able to reach Mrs Venter during office hours, you should contact the Director of the APD, Rachel Legasa: tel 011-646-8331 or rachell@apdjhb.co.za.

4. CONFIDENTIALITY:

- You agree that you will hold all information you obtain about the Beneficiary as well as his/her domestic environment in the strictest confidence and that you will not share any of this information whatsoever with anyone other than the LOU Project Manager or Director of the APD.
- You agree and undertake not to in any way attempt to extract confidential financial information from the Beneficiary.
- You agree and undertake not to discuss the agreement which exists between you and the APD/LOU with the Beneficiary.
- **APD Property:**Any and all property of the APD/LOU (documents, materials, equipment, etc) used in the rendering of the service to the Beneficiary remain the property of the APD/LOU and must be returned to the APD/LOU when the service is terminated for any reason whatsoever.

5. BENEFICIARY INFORMATION:

- You agree that all relevant information about the Beneficiary and the environment in which you will be operating (Annexure A) has been supplied to, and discussed with you by the LOU Project Manager and confirm that you have no objections to, nor do you foresee any problems, working with the specific Beneficiary in the specific environment.

6. DUTIES:

- You agree that the duties you are expected to perform on behalf of the APD and/or LOU (as detailed in Annexure B) have been discussed with you by the LOU Project Manager and confirm that you have the necessary expertise and experience to perform these duties on behalf of the APD/LOU.
- You agree to perform the duties assigned to you in a professional manner and at a standard that can reasonably be expected from you as an experienced, suitably qualified caregiver.
- You agree never to attempt to perform any duties whatsoever that fall outside your area of expertise and accept personal liability for any and all such actions.
- You agree to immediately contact the LOU Project Manager should you have any uncertainty or queries with regard to the duties assigned to you, or any request made by the Beneficiary which do not form part of the duties assigned to you.

7. DUTY ROSTER/TIME SCHEDULE:

- You undertake to ensure that you perform the duties assigned to you during the hours and on the days specified in Annexure B.
- You undertake to always be punctual.
- You undertake to inform the LOU Project Manager immediately should it become evident that you are going to be more than 30 minutes late in reporting for duty at the home of the Beneficiary.
- The APD/LOU reserves the right to provide a replacement Caregiver to the Beneficiary should you be more than 30 minutes late in reporting for duty at the home of the Beneficiary.
- You undertake not to exceed the time allotted to you as tea/coffee and lunch breaks.

8. PERFORMANCE APPRAISALS:

- You acknowledge that you have been informed that a duly authorised representative of the APD/LOU will visit and/or telephonically contact the Beneficiary on a regular basis to assess your performance and undertake to immediately rectify any valid problems identified during such an appraisal.

9. INABILITY TO REPORT FOR DUTY:

- You undertake to inform the LOU Project Manager immediately should you not be able to perform your duties on behalf of the APD on any given day. Such notification must involve a personal telephonic conversation with the LOU Project Manager.
- You understand and agree that you will not be entitled to the service fee for any/all days that you do not provide the service on behalf of the APD/LOU for any reason whatsoever.

10. PERSONAL CONDUCT

- You agree and undertake to always comply with the Common Law of the Republic of South Africa.
- You undertake to present the official LOU ID Badge to the Beneficiary when your assignment commences.
- You undertake to conform to acceptable personal health and hygiene standards.
- You undertake to dress appropriately in clothes that are black and white in colour when you represent the APD/LOU as a Caregiver.
- You undertake not to consume any alcohol prior to or during the time when you are performing the duties assigned to you by the APD/LOU.
- You undertake not to smoke on the property of the Beneficiary.
- You undertake not to chew bubblegum while performing your duties for the Beneficiary.
- You undertake not to sleep at any time during the hours when you are contracted to provide a service to the Beneficiary on behalf of the APD/LOU.
- Companionship is normally a natural part of care-giving. You, however, undertake to ensure that you do not overstep the boundaries between professional and social conduct.

11. EMERGENCY PROCEDURES:

- You agree to study the emergency procedures pertaining to the specific Beneficiary (Annexure C) and undertake to follow the measures outlined to the best of your ability should an emergency situation arise.

12. ACCIDENTS:

- You undertake to immediately report all accidents involving an injury to the Beneficiary or damage to his/her property to the LOU Project Manager.

13. PROPERTY & POSSESSIONS:

- You agree and undertake to be honest and trustworthy and not to take anything that does not belong to you.
- You agree and undertake not to drive the vehicle of the Beneficiary without the prior explicit permission of the LOU Project Manager.
- You agree and undertake not to use any of the Beneficiary's property for your personal benefit without his/her permission. This includes, but is not restricted to, the washing machine, tumble drier, iron, telephone, radio, television and computer.
- You agree and undertake to be careful in the way you use/handle the Beneficiary's property so as not to cause any damage to such property.
- You agree and undertake not to eat and/or drink any of the Beneficiary's consumables without his/her permission even if such items (eg sweets and fruits) are intended for general consumption.
- You undertake not to squander the Beneficiary's supplies, eg electricity, water, cleaning materials, etc.

14. LUNCH & FOOD PREPARATION

- You agree to supply your own lunch.
- You undertake to ensure that the lunch you provide for yourself is not in any way offensive to the Beneficiary.
- You agree and undertake to exercise strict hygiene measures when preparing food for the Beneficiary.
- You agree to be led by the Beneficiary with regard to what meal to prepare for him/her, but undertake to immediately inform the LOU Project Manager should the Beneficiary insist on you preparing something for him/her which you have been instructed by the APD/LOU not to prepare for him/her.

15. CONFLICT RESOLUTION

- You agree and undertake not to get involved in a personal confrontation with the Beneficiary.
- You agree and undertake to immediately inform the LOU Project Manager if any conflict should arise between you and the Beneficiary.
- You have the right to address an unresolved issue of conflict between yourself and the LOU Project Manager with the Director of the APD.

16. TERMINATION OF SERVICES

- The effective period of the consignment is stipulated under the heading PARTIES in this agreement.
- Despite any specific reference in this agreement, the APD/LOU reserves the right to terminate this agreement if you fail to comply with any of the conditions in this agreement.
- You agree and undertake to provide either the LOU Project Manager or the Director of the APD with a one-week notice period should you want to cancel this agreement with the APD/LOU.

I hereby accept all the conditions of this agreement.

SIGNATURE

DATE

_____ (Rachel Legasa – APD Director)