



# Admission Essentials Home Care

**Your Logo Here!**

# Important Phone Numbers

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<<Your Agency Name>> Office: \_\_\_\_\_



Ambulance: 911



Hospital: \_\_\_\_\_



EMERGENCY Police: 911



Fire: 911



NON EMERGENCY Police: \_\_\_\_\_



Doctor: \_\_\_\_\_



Doctor: \_\_\_\_\_



Pharmacy: \_\_\_\_\_



Poison Control: \_\_\_\_\_



Durable Medical Equipment: \_\_\_\_\_



Electric Company: \_\_\_\_\_



Phone Company: \_\_\_\_\_



Water Company: \_\_\_\_\_



Taxi: \_\_\_\_\_



Transportation: \_\_\_\_\_



Family: \_\_\_\_\_



Family: \_\_\_\_\_



Family: \_\_\_\_\_



Family: \_\_\_\_\_



Other: \_\_\_\_\_



Other: \_\_\_\_\_

## Emergency Preparedness

- Emergency telephone number for the fire department, police or ambulance service is 911.
- The agency has 24-hour answering service. If you call after regular working hours or on weekends or holidays, the answering service will notify agency personnel to respond to your call.
- In the event of an emergency or natural disaster:
  - Your care will be evaluated and visits will be scheduled on a priority basis. A family member, neighbor or other caregiver may be relied upon in emergency situations.
  - In the event of loss of phone service for an extended period of time, the local radio and television Emergency Broadcasting Service will be utilized to communicate the emergency plan.
  - If a home visit is not possible and care needs must be provided, the agency will contact the local sheriff's office, emergency operations center or local ambulance for transportation to an acute care facility or to a Red Cross Shelter.
- In the event of icy or flooded roads preventing home visits, you will be notified and a plan formulated for the provision of care.

# Consent & Verification of Receipt of Information

## Client's Consent for Care and/or Treatment

Client Name \_\_\_\_\_ Client # \_\_\_\_\_ Date \_\_\_\_\_

**CONSENT TO TREATMENT.** I hereby authorize <<Your Agency Name>> (the agency) to render appropriate home care services to the client named above. I recognize and agree that I have the right to refuse treatment or terminate home care services at any time. In addition, the agency may terminate home care services at any time, as outlined by agency policy, for Medicare Services or as outlined by the state's Department of Human Services.

### RECEIPT OF CLIENT INFORMATION

I have read, understand and received a copy of:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Access Notice                          | <input type="checkbox"/> Security of Client Property/Valuables  | <input type="checkbox"/> Infection Control                 |
| <input type="checkbox"/> Communication L.E.P.                   | <input type="checkbox"/> Abuse, Neglect and Exploitation Policy | <input type="checkbox"/> Home Safety Guidelines            |
| <input type="checkbox"/> Communication — Sensory Impairments    | <input type="checkbox"/> Advance Directives/Patient Promise     | <input type="checkbox"/> Emergency Procedures              |
| <input type="checkbox"/> Patient Rights (OBRA)                  | <input type="checkbox"/> "Do Not Resuscitate" Policy            | <input type="checkbox"/> Disaster Preparedness Information |
| <input type="checkbox"/> Rights of the Elderly (60+ Only)       | <input type="checkbox"/> Agency Drug Testing Policy             | <input type="checkbox"/> Agency Information                |
| <input type="checkbox"/> Complaint Procedure                    | <input type="checkbox"/> Proper Prescription Drug Disposal      | <input type="checkbox"/> Emergency Information Data        |
| <input type="checkbox"/> Privacy Rights (OASIS)                 | <input type="checkbox"/> HIV/AIDS                               |  |
| <input type="checkbox"/> Client Rights/Responsibilities/Conduct | <input type="checkbox"/> Disposal of Sharps in the Home         |  |

### RELEASE OF INFORMATION AND RECORDS

A. I hereby request and give my consent for copies of my pertinent medical records to be released to the agency.

☐ I Accept This ☐ I Decline Consent

B. I hereby authorize the agency to disclose and/or release copies of my medical records and/or relevant reports to any person or entity for the purpose of processing claims or coordinating home care services, Q.I., or any other aspect of my care.

☐ I Accept This ☐ I Decline Consent

**ASSIGNMENT OF BENEFITS.** I hereby assign to the agency any and all benefits from any insurance plans or any other protection maintained by me and/or for me or my benefit and authorize and direct such benefits to be paid directly to the agency for home care services provided to me by the agency. I certify that the Medicare/Medicaid insurance plans or other protection is correct and complete. I authorize release of all records required to act on this release and assignment.

**BENEFICIARY PAYMENT LIABILITY.** I have been informed by the home care agency, both orally and in writing, that there is a possibility of payment liability if I obtain care/services from anyone other than my home care provider.

**AUTHORIZATION FOR EMERGENCY SERVICES AND TREATMENT.** In the event of any medical emergency, I authorize the agency's employees to provide or obtain necessary medical care and I agree to assume sole responsibility for any and all charges resulting from said care.

**ADVANCE DIRECTIVES.** I certify that I have received information on Advance Directives. I certify that I ☐ Do Have ☐ Do Not Have an Advance Directive in place. I ☐ Do Authorize ☐ Do Not Authorize the agency to receive a copy of my Advance Directives.

**NOTICE OF PRIVACY PRACTICES.** I have received a copy of the agency's Notice of Privacy Practices. I further acknowledge and agree that the agency may leave my care plan and/or portions of my medical chart in my home for use by agency staff in providing treatment for me.

**FREEDOM OF CHOICE.** I have been offered a choice of other home care agencies and it is my decision to have <<Your Agency Name>> provide my care.

**PHOTOGRAPHY/VIDEOGRAPHY CONSENT.** I hereby give consent for photographs/videos to be taken of my medical condition for the purpose of documentation and teaching if needed. All information will be held in confidence, and will not be released without my written consent or that of my authorized representative/agent.

Client Signature

If client is unable to sign, signature of client's representative and relationship to client.

Date Signed

Date Signed

Witness Signature

State reason client is unable to sign.

FOR REVIEW ONLY (THIS TEXT AND BACKGROUND WILL NOT PRINT)

## Back of NCR Form



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# Get to Know Me

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Name: \_\_\_\_\_

I like to be called: \_\_\_\_\_

Occupation: \_\_\_\_\_

## Important people (family and friends):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Favorites

Movie: \_\_\_\_\_

TV show: \_\_\_\_\_

Book: \_\_\_\_\_

Music: \_\_\_\_\_

Sport: \_\_\_\_\_

Color: \_\_\_\_\_

Foods: \_\_\_\_\_

Activities/hobbies: \_\_\_\_\_

Quote or saying: \_\_\_\_\_

\_\_\_\_\_

Pets too!: \_\_\_\_\_

## At home I use:

☐ Glasses   ☐ Contact Lenses

☐ Hearing Aid   ☐ Dentures

Other: \_\_\_\_\_

## I understand information best when:

\_\_\_\_\_

\_\_\_\_\_

## Achievements of which I am proud: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Things that stress me out: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Things that cheer me up: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Other things I'd like you to know about me: \_\_\_\_\_

\_\_\_\_\_

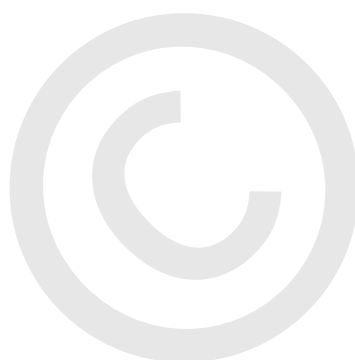
\_\_\_\_\_

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\_\_\_\_\_

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## Back of Get to Know Me



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**Your Logo Here!**

## What We Do

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<<Your Agency Name>> would like to thank you, your family, and friends for allowing us into your home to provide personal care, and companionship.

We treat each patient according to a personalized care plan created by our team of professionals. We incorporate the personal wishes of each client into their care plan.

<<Your Agency Name>> is dedicated to promoting the well-being of our patients/clients. Because of this commitment, we strive to demonstrate our belief in the dignity and worth of everyone. We have the utmost respect for your personal rights and property and provide this admission booklet as a reference of our service agreement and your rights as our patient.

## Mission Statement

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Our Mission at <<Your Agency Name>> is to furnish our clients personal care services that promote health, dignity, and the freedom of independence. To kindly provide the care each client wants, where they want it, when they want to receive it.

*“Too often we underestimate the power of a touch, a smile, a kind word, a listening ear, an honest compliment, or the smallest act of caring; all of which have the potential to turn a life around.”—Leo Buscaglia*

**\*\*We are closely monitoring and adhering to the CDC recommendations and guidelines for avoiding COVID-19 transmission. All caregivers are screened regularly, use standard CDC precautions, and wear the appropriate PPE paraphernalia.**

**NOTE:** Every reference to “the agency” or “agency” or “Home Care Agency (HCA)” means <<Your Agency Name>>.

**CONFIDENTIAL:** Access to the information in this booklet is your right. Share it only if you choose to do so.





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## Communication and Access

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<<Your Agency Name>> recognizes that many clients face communication barriers due to hearing, speech or visual impairment. In addition, we recognize that some clients may communicate in a language other than English.

This agency and all of its programs and activities are accessible to and by persons, including persons with impaired hearing and vision. Access features include:

- Convenient, off-street parking.
- Curb cuts and ramps between parking areas and buildings.
- Level access into first floor level with elevator access to all other floors.
- Fully accessible offices, meeting rooms, bathrooms and public waiting areas.

In some cases, <<Your Agency Name>> personnel may be able to communicate with you in a language other than English. When this is not the case, <<Your Agency Name>> has made arrangements to provide interpreter services.

## Admission Criteria

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**Admission:** Admission to this agency is based on client needs, and the services required that can be provided by this company. In order to make a determination of suitability for home care, it is important to provide relevant information during the admissions process thus, your cooperation is imperative. We encourage you to involve your family and those assisting you in your home to share relevant information in order to complete a comprehensive admission process.

**Policies:** This book contains general information regarding your rights as a client. As state and federal regulations change, there may be additional updates to this book, as necessary. The complete policy and procedure manual regarding treatment is available, upon request, for your viewing during normal business hours.

**Ownership:** This agency is owned by <<Your Agency Name>> and is in compliance with Title VI of the Civil Rights Act of 1964; section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act; and the Age Discrimination Act of 1975. <<Your Agency Name>> does not discriminate on the basis of race, creed, color, age, gender, or disability in admission, access to treatment or employment. Administration shall make all efforts to comply with these laws and relevant regulatory requirements. <<Your Agency Name>> is an EQUAL OPPORTUNITY EMPLOYER.

**Payment:** Reimbursement for services may be provided through Medicare, Medicaid, Worker's Compensation, Veterans Administration Insurance, Private Insurance, or a Long-Term Care Organization or Private Pay. For some services, there is no charge. Clients who are eligible for Medicare or Medicaid. Any charges for services not covered by Medicare, XVIII and XIX of the Social Security Act or nonreimbursable charges will be paid by you prior to rendering these services. Prior to, or on admission, the client, caregiver or family member will be informed of all charges for services to be provided and method of payment. Should any change be made in this policy regarding services, your responsible party will be advised in writing.

**Client needs:** Our policy is to admit only those individuals for whom we can meet demonstrated needs in care and service. On an on-going basis, we will reassess client needs. When situations occur in which client needs can no longer be accommodated, we will notify <<Your Agency Name>> personnel or through service provided by other agencies. We will develop a discharge or transfer plan for the individual.

**Safety and Security:** The safety and security of clients and our personnel are our top priorities. As such, in instances where safety and security are in jeopardy, we will withdraw service without prior notification to either the client or referral source.

## Client and Caregiver Information

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**We encourage your input.** The goal of <<Your Agency Name>> is to provide quality home care services. To assist us in meeting this goal, we encourage you to contact our office to voice your suggestions for improving our services.

In addition, we want you to know that you may be asked to participate in client satisfaction surveys that are designed to assist us in improving our home care services. You are chosen at random for this purpose. You do not have to take part in these surveys, but we value your input in our effort to continuously improve our home care services. We encourage your participation in our client satisfaction surveys.

**How to Work Effectively with Home Care Personnel:** Having home care services provided by you or a family member may be a new experience. Home care staff will provide care or service in a manner that is as least disruptive as the situation allows. We will look to you to orient them to your home. Please feel free to share with us any information that may impact your care.

Although efforts will be made to assign the same staff to assist you during your home care, it may not always be possible to achieve. <<Your Agency Name>> reserves the right to change staff as needed.

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In addition, just as we respect your cultural and religious beliefs, we have the beliefs of our staff. Therefore, we may substitute personnel in those situations where services required conflict with the individual's philosophical or religious beliefs.

We ask all our clients to refrain from asking our staff to perform services beyond the plan of care. Repeated requests may result in a decision to terminate service. Evidence of abuse, harassment, or threatened assault will result in prompt discharge.

**Recommendations for Security of Client Property and Valuables:** We will make every possible attempt to place an employee in your home who is polite, honest and reliable. We conduct criminal history background checks on our employees in an attempt to protect you. The results of these background checks are confidential and cannot be shared. Our recommendations are intended to help with the security of your property.

PLEASE:

- Do not loan or give money or gifts to any <<Your Agency Name>> worker.
- Keep money, checks, credit or bank cards, jewelry and other valuables in a locked, SECURE, CONFIDENTIAL location in your home.
- Report any request by your worker to borrow money or other items to your family.

During the admissions process, a member of <<Your Agency Name>> will discuss the details of matters with you, including the plan of care, diagnosis, medications, and special requirements.

Between visits by <<Your Agency Name>> staff, there may be changes in your condition that are of concern to you. DO NOT WAIT until the next visit to report these conditions to the staff.

## Client Bill of Rights

<<Your Agency Name>> recognizes that the client has the right:

- To competent, professional individualized care without regard to race, ethnicity, gender, physical handicap or national origin.
- To have his/her privacy respected and to know all case-related information is confidential to the extent permitted by law.
- To a written plan of care designed to meet individual needs.
- To know the names and titles of those individuals responsible for coordinating or supervising his/her care.

- To participate in all decisions regarding the plan of treatment and to receive information about the plan or treatment.
- To examine, question, and receive a full explanation of any invoice and to receive a copy of the record of his/her care at any time.
- To be fully informed of the policies of <<Your Agency Name>> and the services provided.
- To receive care from qualified personnel who are experienced in the services provided and are necessary at levels of understanding in their respective field of employment.
- To expect recommended services, evaluations and referrals appropriate to the needs and goals of his/her diagnosis and rehabilitation plan.
- To contact a designated <<Your Agency Name>> supervisor 24 hours a day for assistance.
- To report abusive, neglectful or exploitative practices of health care providers.

## What to Expect from Your Care Provider

### Personal Attendant Services — Instructions to Worker

PERSONAL ATTENDANT WILL DO THE FOLLOWING:

#### Bathing

1. Assist in/out of tub/shower
2. Assist on/off tub/shower chair
3. Give complete bed bath
4. Assist with sponge bath (partial or total) as possible
5. Wash private area with warm, sudsy water
6. Wash areas the client cannot reach
7. Rinse and dry skin with towel
8. Dry well between toes
9. Allow client to do as much as possible
10. Stay in or near bathroom

#### Dressing

1. Assist with dressing
2. Assist client to dress appropriately, according to the weather and comfort
3. Assist with closure of clothes
4. Match clothes to weather
5. Take clothes off hanging rack

#### Grooming

1. Assist with grooming
2. Shave client as requested
3. Apply deodorant, powder as desired
4. Clean dentures daily
5. Assist with mouth care
6. Comb and brush hair
7. Clean nails

### **Routine Hair/Skin Care**

1. Wash and/or dry hair as requested
2. Observe skin for changes, dryness, red areas, tender places, discoloration, swelling, breakdown, open areas/sores and report to supervisor
3. Apply lotion to dry skin
4. Dry skin well especially between toes
5. Apply non-med. lotion to dry areas or desired

### **Exercise**

1. Exercise the client by walking daily
2. Accompany on daily walks (inside or outside)
3. Assist with climbing stairs
4. Reach high shelves client can't reach

### **Feeding**

1. Assist the client with feeding (Does not include tube feeding)
2. Encourage client to drink fluids
3. Spoon feed
4. Feed client small amounts to prevent choking
5. Orient client on position and utensils on plate

### **Toileting**

1. Assist the client onto and off of commode
2. Cleanse private area and keep skin clean and dry to prevent skin breakdown
3. Assist client into dry clothing
4. Change adult diaper when necessary
5. Wipe and clean well after defecation
6. Empty colostomy bag (if needed, remove and replace)
7. Empty catheter bags, urine and drainage bags

### **Transfer/Walking**

1. Assist with transfer as needed
2. Assist with safe walking as needed
3. Assist into and out of bed or chair
4. Assist with safe transfer into and out of wheelchair locking wheels
5. Position client in bed, turning
6. Use good body mechanics
7. Remove furniture, debris from passageways clear
8. Remind client to use call light times when needed
9. Remind client to keep feet warm when swollen
10. Assist with braces/prostheses

### **Cleaning**

1. Dust, sweep, vacuum, and mop as needed
2. Clean only area that client occupies
3. Clean bathroom after personal care
4. Wash dishes
5. Take out the trash
6. Make bed daily
7. Change bed linen as needed
8. Clean and empty bedpan
9. Throw away spoiled food
10. Wipe stove, counter

## Laundry

1. Wash client's laundry as needed
2. Dry, fold, and put clothes away
3. Assist client with hand washable clothing

\* Make a note if laundry is done at home or laundromat

\* If done with family's washer, make note appropriate!

## Meal Prep

1. Prepare the meal(s) using freshly prepared, well-balanced foods allowed on client's diet
2. *Low sodium:* Avoid salt, salty foods, cured meats, canned soups, sodas, chips, canned vegetables unless rinsed
3. *Diabetic:* Avoid sugar, sweets and increased carbohydrates
4. *Low fat:* Avoid oils, fried foods, potato chips, peanuts
5. *Low cholesterol:* Avoid dairy products, eggs, organ meats, and shellfish
6. *High-fiber diet:* Bran, breads, cereals, celery, broccoli, spinach, lettuce, beans, corn, nuts
7. *Potassium-rich foods:* Apples, orange juices, bananas, cantaloupes, spinach, tomatoes
8. *Soft diet:* Chop or stir
9. Follow diet as specified
10. Select foods from diet so diet is nutritious
11. Prepare enough food so it can be accessible for multiple meals
12. Avoid spicy foods
13. Cut up food into small pieces to avoid choking
14. Serve meal where client can see

## Escort

1. Accompany client to doctor's office as needed
2. Arrange for transportation
3. Accompany on public transportation
4. Attendant may not take client to work

NOTE: ATTENDANT WILL NOT ABANDON CLIENT WHILE OUT OF HOME

## Shopping

1. Shop for groceries one time a week
2. Store groceries properly
3. Give receipt and change to client
4. Prepare a list and discuss with client
5. Pick up medications

## Assist with Self Meds\*

1. Assist client with bottles, reading labels, and reminding of medication
2. Retrieve water for client

\*NOT APPROPRIATE IF CLIENT NOT ALERT, FORGETFUL/CONFUSED

## Consents and Authorizations

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Part of the admissions process consists of you giving <<Your Agency Name>> permission to treat you, to release medical information concerning your care to appropriate agencies, and to collect payment for services directly from your payor source.

**Treatment Authorization:** Before we can treat you, we must obtain your consent. At any time, you may refuse any or all treatment. If you refuse any treatment, you will be advised of the possible medical consequences of your actions and we must obtain a written statement indicating that you have been informed of the medical consequences of your refusal, releasing <<Your Agency Name>> from any responsibility.

**Release of Information:** <<Your Agency Name>> maintains client records in a confidential manner. No information will be released without your permission, unless otherwise required under applicable state and/or federal law. In order for us to provide you with information concerning your care and to communicate with your doctor, hospital, and other agencies involved in your care, we will need your signed authorization to release information.

**Authorization for Payment:** <<Your Agency Name>> will bill your insurance company directly for any services that we have provided. This authorization allows us to release medical records as required by your insurance company and collect payment from your insurance company.

**Advance Directives:** If you have an advance directive you will need to show it to us with us so we can follow your wishes to the extent permitted by law. In the event you have a directive that directs us to refrain from performing certain procedures, you will receive treatment consistent with your plan of care and treatment orders issued by your physician.

**Non-Covered Services:** <<Your Agency Name>> will provide for your needs, including our agency specialities. Arrangements for any services that we cannot provide are the responsibility or that of your legal representative. We will, however, assist you in obtaining a list of possible resources.

**Scheduling Home Care Visits:** <<Your Agency Name>> strives to make your visits in a timely manner. However, there may be situations in which this is not possible, including when a scheduled staff member suddenly becomes ill or severe weather or road conditions make travel perilous or impossible. When a disruption in service is anticipated or recognized, <<Your Agency Name>> will attempt to notify you at least four hours in advance of a scheduled appointment.



## Client Responsibilities

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<<Your Agency Name>> also recognizes that the client has certain responsibilities. These include the following:

- To carry out the plan of care, as instructed, to arrive at the highest level of functioning and independence as can be achieved, within the context of the client's condition.
- To treat agency personnel with courtesy, respect and without regard to race, gender, physical disability or national origin.
- To provide the agency with current, accurate and timely information. Situations to report are: hospitalization, emergency room visits, change in residence and change in health condition.
- To participate to the fullest extent possible in decisions regarding treatment, modification, and revision of the plan of care.
- To inform the agency on a timely basis of any dissatisfaction or questions.
- To make prompt payment for agency services in accordance with his/her ability or to inform the agency on a timely basis of any difficulty in doing so to request a satisfactory payment schedule.

**It is understood and agreed that in instances in which family members are involved in the care, assistance or supervision of the client, they share the responsibilities described above.**

## Advance Directives

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Under state law, you have the right to make decisions concerning your health. Your rights include the right to accept or refuse medical or surgical treatment and the right to formulate advance directives. An advance directive is a written legally binding statement by you and your health care providers, concerning the type of health care that you want or do not want if you become incompetent, incapable of communication, or otherwise incapable of making decisions. Types of advance directives are 1) Do-Not-Resuscitate Order (DNR Order), which instructs your health care provider to withhold the provision of certain life-sustaining measures such as cardiopulmonary resuscitation (CPR); 2) the Medical Power of Attorney or Durable Power of Attorney for Health Care, under which you appoint another person to serve as your agent for making health care decisions on your behalf should you become incapacitated; and 3) Living Will, which provides instruction on administering or withdrawing life-sustaining treatment in the event of a terminal or incurable

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<<Your Agency Name>> will strive to comply with the requirements of advance directives. Furthermore, if you have an advance directive, our physician to coordinate the physician's orders with any advance directive. Patient Rights Under OBRA 1987 OBRA 1990 form to be executed by patient's duly appointed representative. With respect to medical power of bill for services provided pursuant to your agent's instructions just as if decisions were made directly by you.

<<Your Agency Name>> will not recognize an advance directive unless by law. Prior to commencing service, a <<Your Agency Name>> staff member have prepared an advance directive, and if you have, we will need to obtain an advance directive if you wish us to follow that directive. Our staff will review medical record whether or not an advance directive has been executed. We are obligated to comply with an advance directive unless we have knowledge to the contrary. Similarly, if you revoke an advance directive, you must communicate this to us so that we may make the appropriate adjustments in our services to you.

Even if you provide us with a copy of your advance directive, there may be extent to which <<Your Agency Name>> can and will act in accordance with your advance directive. Certain limitations are imposed by law. However, <<Your Agency Name>> may also limit our ability to comply with an advance directive. If <<Your Agency Name>> policies preclude our compliance with your advance directive, we will notify you. We will not be legally authorized representative and will take reasonable steps to arrange for your care to be transferred to another facility if necessary. Similarly, if we find that we are unable to follow the instructions given by your agent designated under a Medical Power of Attorney, we will notify the agent so that appropriate arrangements can be made.

<<Your Agency Name>> will not condition the provision of care or other services against you based on whether or not you have executed an advance directive. We will not refuse health care or other services to you or charge you a different rate of care because you have executed an advance directive.

## Policies and Procedures Concerning Do-Not-Resuscitate Orders

The agency will comply with state law whether statutory or as recognized by the courts regarding out-of-hospital do-not-resuscitate orders (DNR Orders).

1. A DNR Order must be on the standard form specified by your State Health. The form must be completed entirely. Only a competent person diagnosed by a physician as having a terminal condition may execute a DNR Order must be signed by the attending physician. The declaration of a DNR Order in the presence of two witnesses and the witnesses must sign the DNR Order.
2. The desire of a competent patient, including a competent minor, supersedes any DNR Order.
3. The agency will honor a DNR Order by withholding life-sustaining procedures if the agency has an actual written copy of the DNR Order signed by a physician.
4. The agency will not withhold life-sustaining functions if the person is in a life-threatening situation.
5. The existence of a DNR Order shall be noted in the medical records.
6. If doubt exists as to the existence, validity or interpretation of a DNR Order, agency personnel should contact the appropriate physician. If at such time there is a need of life-sustaining procedures, such life-sustaining procedures shall be initiated according to the policies of the agency. If there are any indications of an emergency circumstances, the provider shall begin resuscitation efforts until a physician directs otherwise.

## Statement of Client Privacy Rights

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**DISCLAIMER:** Some services may be reimbursed by Medicare or Medicaid. Patient Privacy Rights shall apply regardless of payment source or eligibility.

### Home Care Agency Outcome Studies

#### **STATEMENT OF CLIENT PRIVACY RIGHTS** **As a home care patient, you have the privacy rights listed below:**

- **You have the right to know why we need to ask you questions.**  
We are required by law to collect health information to make sure:
  - 1) you get quality health care, and
  - 2) payment for Medicare and Medicaid patients is correct.
- **You have the right to have your personal health care information kept private.**  
You may be asked to tell us information about yourself so that we will be able to provide care services that will be best for you. We keep anything we learn about you private. This means, only those who are legally authorized to know, or who have a need to know, will see your personal health information.
- **You have the right to refuse to answer questions.**  
We may need your help in collecting your health information. If you do not want to answer questions, we will fill in the information as best we can. You do not have to answer questions to get services.
- **You have the right to look at your personal health information.**
  - We know how important it is that the information we collect about you is correct.
  - If you think we made a mistake, ask us to correct it.

## Notice of Privacy Practices

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**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

<<Your Agency Name>> is providing this Notice of Privacy Practices because your health information is very important to you and to us, and in compliance with federal regulations.

By “your health information” we mean the information that we may use to identify you and your health status.

## Summary

This Notice describes how we use your health information within <<Your Agency Name>>, and disclose it outside <<Your Agency Name>>, and why.

The Notice covers:

- Uses or disclosures which do not require your written authorization.
  - Treatment, payment, and health care operations.
  - Uses or disclosures of your health information to which you may have a right to object.
  - Uses or disclosures required or permitted by law.
- Uses or disclosures which require your written authorization.
- Your rights as a client regarding privacy of your health information.
- Our duties in protecting your health information.
- Complaints, contact person, effective date, and acknowledgement.

## Uses or Disclosures Which Do Not Require Your Written Authorization Treatment, Payment and Health Care Operations

We use or disclose your health information to carry out your treatment; to receive payment for your treatment; and to conduct health care operations.

- For treatment, we use your health information to plan, coordinate, and manage your care. We disclose your health information for treatment purposes to physicians, nurses, and other health care professionals outside our agency who are involved in your care.
- For payment, we use your health information to prepare documentation for your insurance company or HMO or by Medicare or Medicaid. We disclose your health information that these organizations require in order to pay us for your care.
- For health care operations, we use or disclose your health information, for example, to improve the quality of our services, to plan better ways of treating patients, and to monitor our performance, and to our business associates for health care operations.
- To confirm our visits to your home or other appointments.
- For treatment, we may leave your care plan and small portions of your medical history for use by our staff in providing treatment to you.

## Uses or Disclosures of Your Health Information to Which You May Not Opt Out

We may use or disclose your health information for the following purposes for which you do not have the right to ask us not to:

- **Informing family and friends.** We may disclose your health information to family members or others identified by you who are involved in your care.
- **Assistance in disaster relief efforts.**
- **Informing you about treatment alternatives or other health-related benefits.** We may disclose your health information to you or to others that may be of interest to you.

If you object to our use of your health information for any of these purposes, you may contact <<Your Agency Name>>'s administrator or privacy officer (contact information is on the back of this booklet).

## Uses or Disclosures Required or Permitted By Law

Where we are required or permitted by law to do so, we may use or disclose your health information in the following circumstances without your written authorization:

- Federal government investigation, when required by the Secretary of Health and Human Services to investigate or determine our compliance with federal regulations regarding the privacy of health information.
- Federal, state or local law requirements.
- Public health activities, for example to report communicable diseases or to investigate matters involving the Food and Drug Administration.
- Reporting of abuse, neglect or domestic violence.
- Health oversight activities by a health oversight agency. (A health oversight agency is an organization authorized by the government to oversee eligibility and enrollment, and to enforce civil rights laws.)
- Judicial or administrative proceedings, for example responding to a court order.
- Law enforcement purposes, for example to report certain types of workplace safety or occupational injuries or to identify or locate a suspect, fugitive, material witness or person involved in a criminal investigation.
- Use by coroners, medical examiners, or funeral directors.
- Facilitating organ, eye, or tissue donation.
- Research, provided that very strict controls are enforced.
- Averting a serious threat to your health or safety or that of the public.
- Specialized government functions such as military or veterans' affairs, national security, and intelligence activities.
- Workers' compensation.

## Uses or Disclosures Which Require Your Written Authorization

Your written authorization, which you may revoke (in writing), is required for us to use or disclose your health information for any other purpose, in particular:

- Marketing of goods or services to you.

If you revoke an authorization, the revocation is only effective for uses or disclosures made on or after the date you revoke in writing.

## Your Rights as a Client to Privacy of Your Health Information

### ■ Right to Request Restrictions

You have the right to request restrictions on our uses and disclosures of your health information; however, we may refuse to accept the restriction.

### ■ Right to Request Confidential Communications

You have the right to request that we communicate with you confidentially: to speak with you only in private; to send mail to an address you designate; or to contact you at a number you designate. Your request must be in writing. We will make every attempt to honor your request, if it is reasonable.

### ■ Right to Request Access to Your Health Information

You have the right to request access to your health information in our possession or control. Your request must be in writing. We may deny your request and, if so, you are entitled to request a review of the denial. However, we will make every attempt to honor your request.

### ■ Right to Request an Amendment of Your Health Information

You have the right to request an amendment to your health information. Your request must be in writing and must provide a reason for the amendment. We may deny your request and, if so, you may submit a statement of disagreement. However, we will make every attempt to honor your request.

### ■ Right to Request an Accounting of Disclosures of Your Health Information

You have the right to request an accounting of our disclosures of your health information. There are certain disclosures that we are not required to include in an accounting, for example, disclosures made to you about your own health information, disclosures made pursuant to your authorization, and disclosures for treatment, payment, and health care operations. We will make every attempt to honor your request.

### ■ Right to Obtain a Paper Copy of this Notice

If you received this Notice electronically, you have the right to receive a paper copy. To exercise any of these rights please write or telephone the agency's designated privacy officer.

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## Our Duties in Protecting Your Health Information

- We are required by law to maintain the privacy of your health information.
- We must inform patients or their legal representatives of our legal duties and practices with respect to health information. This Notice discharges that duty.
- We must abide by the terms of the Notice currently in effect.
- We reserve the right to change the terms of this Notice and to make certain provisions effective for all health information that we maintain. At any time, you may obtain a copy of the current notice from the agency's administrator or from the agency's website.

## Complaints, Contact Person, Effective Date, and Acknowledgment

- We do not have a rigid set of requirements for you to file a complaint. We only ask that you provide us with the necessary information to properly respond to your concerns/complaint, so that we may be able to address it in an effective manner.
- You may complain to us and to the Secretary of Health and Human Services if your privacy rights have been violated.
- You will not be retaliated against for filing a complaint.
- For further information you may write or call the agency's administrator.
- You may file a complaint with the Secretary of Health and Human Services, U.S. Department of Health and Human Services, 200 Independence Avenue, S.W., Washington, DC 20201, 1-877-696-6775.

## Consumer Concerns and Complaint Procedures

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### Complaint Investigation by the Company

At the time of admission, <<Your Agency Name>> will provide each person receiving home care or personal assistance services with a written statement that if a complaint against <<Your Agency Name>> may be directed to your local administrator.

Any complaints regarding privacy issues or disclosures are addressed in <<Your Agency Name>>'s Privacy Policies.



The Agency will investigate complaints made by a client or the client's family member or the client's health care provider regarding treatment or care that is (or fails to be) in the best interest of the client, or regarding the lack of respect for the client's property by anyone furnished by the agency. Complaints received by the Center will be recorded and investigated if they are received. Investigation will be initiated within 10 calendar days of receipt of the complaint and resolution will be reached within 30 days. The investigation and resolution will be documented in writing. When requested, the documentation will be maintained by the Center. When requested, the documentation of the investigation, and resolution will be sent to the appropriate state agency within 30 days of the receipt of the complaint, unless the agency can show a reasonable cause for delay.

The Agency may not retaliate against a person for filing a complaint, or for providing in good faith information relating to home care or personal care services provided by the agency.

The Agency is not prohibited from terminating an employee for a reasonable cause.

### **Reportable Conduct: Abuse and Neglect**

Any staff member suspecting that a client is being abused, neglected, exploited, or sexually abused in any way must immediately report the specifics to the supervisor. The supervisor must exercise good judgment in verifying the details. In all cases, if the suspicion is confirmed, within 24 hours the appropriate state agency is to be notified.

Abuse is defined as the negligent or willful infliction of injury, unreasonable punishment, intimidation, or cruel punishment with resulting physical or emotional harm to an elderly or disabled person by the person's caretaker, family member, or other individual who has an ongoing relationship with the person.

Sexual abuse of an elderly or disabled person includes any involuntary or coerced sexual contact, committed by the person's caretaker, family member, or other individual who has an ongoing relationship with the person.

Exploitation means the illegal or improper act or process of a caretaker, family member, or other individual who has an ongoing relationship with the elderly or disabled person, using the resources of an elderly or disabled person for monetary or personal gain without the informed consent of the elderly or disabled person.

Neglect means the failure to provide for one's self the goods or services, or the failure of a caretaker to provide such goods or services, which are necessary to avoid physical or emotional harm or pain to the elderly or disabled person.

### Reportable conduct includes:

- Abuse or neglect that causes or may cause death or harm to an individual receiving company services;
- Sexual abuse of an individual receiving company services;
- Financial exploitation to an individual receiving company services; and
- Emotional, verbal, or psychological abuse that causes harm to an individual receiving company services.

**A commitment to excellence, quality outcomes, and integrity  
commitment to compliance...**

**If you have knowledge of or suspect employee misconduct and  
code of conduct, the law, or the company compliance plan, please  
concerns to the administrator of this office.**

**Telephone: <<555-555-1212>>**

**Website: <<www.yourwebsite.com>>**

**YOUR COMMENTS ARE COMPLETELY ANONYMOUS.**



## Client Rights Regardless of Age

The client has the right to exercise his or her rights as a client of the Home Care Agency.

### (1) Notice of rights.

- (a) The HCA must provide the client with a written notice of the client's rights in advance of furnishing care to the patient or during the initial evaluation or at the initiation of treatment.
- (b) The HCA must maintain documentation showing that it has complied with the requirements of this section.
- (c) Your family or guardian may exercise your rights if you have been judged incompetent.
- (d) The client's family or guardian may exercise the client's rights when the client has been judged incompetent.
- (e) You have the right to have your property treated with respect.
- (f) The client has the right to have his or her property treated with respect.
- (g) You have the right to voice grievances regarding treatment or care that has been furnished, or regarding the lack of respect for property by any person.

furnishing services on behalf of this agency and must not be subjected to discrimination or reprisal for doing so. The patient has the right to voice grievances regarding treatment or care that is (or fails to be) furnished, or regarding the use of the client's property by anyone who is furnishing services on behalf of the Home Care Agency and must not be subjected to discrimination or reprisal for doing so.

- (h) You have the right to be informed in advance about the care to be furnished and any changes in the care to be furnished. The client has the right to be informed about the care to be furnished, and of any changes in the care to be furnished.
  - (i) You have the right to participate in the planning of the care and treatment.
  - (j) You have the right to confidentiality of your clinical records maintained by the Home Care Agency. Information from your clinical records will not be released to anyone outside the agency unless required by law. The patient has the right to confidentiality of clinical records maintained by the Home Care Agency.
    - (1) The right to be informed that outcome studies information will be collected and the purpose of collection;
    - (2) The right to have the information kept confidential and secure;
    - (3) The right to be informed that outcome studies information will be collected and used except for legitimate purposes allowed by the Federal Privacy Act;
    - (4) The right to refuse to answer questions; and
    - (5) The right to see; review; and request changes on their assessment.
  - (2) You have the right to be informed before care is initiated both orally and in writing:
    - (a) The extent to which payment may be expected from Medicare, Medicaid, or other federally funded program or private insurance known to the Home Care Agency, to which payment may be expected from Medicare, Medicaid, or other federally funded or aided program known to the Home Care Agency.
    - (b) The charges for services that will not be covered by Medicare or Medicaid. The charges for services that will not be covered by Medicare.
  - (3) You have the right to be informed orally and in writing of any known or suspected charges as soon as possible, but no later than 30 working days from the time you become aware of the change. The client has the right to be advised of any changes in the information provided in accordance with paragraph 1 of this section when they occur.
  - (4) You have the right to lodge complaints against this agency. The Home Care Agency will investigate complaints made by a client or the client's family or guardian regarding treatment or care that is (or fails to be) furnished, or regarding the use of the client's property by anyone furnishing services on behalf of the Home Care Agency. The Home Care Agency must document both the existence of the complaint and the resolution.
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## Services We Offer

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Our services may include but are not limited to:

### Personal Care

- Bathing
- Skin care and make-up
- Continence care
- Dressing and grooming
- Personal hygiene
- Oral hygiene
- Shampoo, comb, and brush hair
- Encourage proper nutrition
- Assistance with toileting
- Assist with a range of personal care
- Assist with dressing and grooming
- Medication management

### Companionship

- Attend social events
- Go shopping and run errands
- Write correspondence and record memoirs
- Provide prompts and reminders
- Incidental transportation
- Build scrapbooks
- Enjoy gardening
- Finish projects around the house
- Be safe and secure
- And many more by client request

### Homemaking

- Plan, prepare, and serve nutritious meals
- Wash dishes and organize the kitchen
- Provide light housekeeping
- Clean and fold personal laundry

## Safety

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Most accidents in the home can be prevented by the elimination of hazards. Use the attached checklists to determine the safety level of your home. Check each item to see if it applies to your home or to your habits in your home. Then review the list to determine what else you can do to make your home a safer place to live.

# Agreement for the Provision of Home Care Services

**Your Logo Here!**

Client's Last Name \_\_\_\_\_ First Name \_\_\_\_\_ M.I. \_\_\_\_\_

Person Who is Financially Responsible If Not The Client \_\_\_\_\_ Relationship of Person \_\_\_\_\_ Phone \_\_\_\_\_

By signing this agreement, I, the undersigned agree to the following regarding any and all services provided to me by \_\_\_\_\_,  
which shall be known as THIS COMPANY in this agreement, which COMPANY is located at \_\_\_\_\_.

I understand that a properly signed reproduction of this agreement shall be as valid and binding on the parties as the original.

## AGREEMENT FOR THE PROVISION OF HOME CARE SERVICES

I agree and fully understand that I will be charged for all services rendered to me at the prevailing rate for said services.

Today, the rate for the following services is: \_\_\_\_\_ SERVICE: \_\_\_\_\_

Today, the rate for the following services is: \_\_\_\_\_ SERVICE: \_\_\_\_\_

Today, the rate for the following services is: \_\_\_\_\_ SERVICE: \_\_\_\_\_

Pursuant to Federal law, THIS COMPANY is required to and will pay its employees overtime for hours worked in excess of forty hours per week and in some states the law also requires that employees be paid overtime for any hours worked in excess of eight hours per pay. I understand and agree that for the holidays of New Year's Eve, New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day and \_\_\_\_\_,

I will be billed for overtime at the rate of time and a half for each employee working on those days.

I understand and agree that If an employee uses his or her personal vehicle on my behalf to either transport me or run errands for me, I understand and agree that I will be charged at the rate of \_\_\_\_\_ per mile. However, I understand and agree that mileage rates are subject to change at any time and that I may obtain updated rates by contacting THIS COMPANY. I understand and agree that in order to cancel any scheduled service that has not been performed, except in the case of emergency which is to be determined solely by THIS COMPANY, I must give at least five (5) hours notice to cancel the scheduled services without being billed. If an employee of THIS COMPANY arrives and is not needed and I have not notified THIS COMPANY, I understand and agree that I will be billed for five (5) hours of service.

I understand and agree that THIS COMPANY cannot guarantee that my services will not be interrupted due to emergencies or other factors beyond the control of THIS COMPANY. If THIS COMPANY cannot provide a service, I understand that I must make other provisions for that service such as from a family member or friend.

**FINANCIAL RESPONSIBILITY FOR PAYMENT.** I understand and agree that my signature on this agreement means that I am solely responsible for payment for any and all services rendered by THIS COMPANY and that my responsibility includes any amount that is not paid by my insurance, if insurance is applicable. If it becomes necessary to enforce payment of this account I understand and agree to pay all costs reasonably associated with the collection, including late fees, interest, and reasonable attorney fees incident to enforcing this agreement. Strictly as a service to me, THIS COMPANY will submit insurance claims but such submission does not relieve me of my financial responsibility.

**ASSIGNMENT OF BENEFITS.** I, \_\_\_\_\_ (name of insured), insured by \_\_\_\_\_,

understands and agrees that I am hereby assigning to THIS COMPANY any and all benefits due to me and otherwise payable to me for any and all services rendered by THIS COMPANY on my behalf and that release of my records may be necessary to act on this request. I understand and agree that this assignment applies only to eligible charges submitted by THIS COMPANY and that I am financially responsible to pay any charge not paid for by my insurer.

**VERIFICATION OF SERVICE.** For the purpose of preparing bills and ensuring service, I understand and agree that each employee who renders service will request my signature on a time sheet which will specify the days or hours that the employee provided services to me. I agree to review and sign the time sheets when they are submitted to me and retain the client copy for my records. I agree and understand that by signing below, I am authorizing a waiver of my signature should I become unable to sign the time sheet.

I understand and agree that I will receive an invoice for the amount owed THIS COMPANY and that the payment of the amount owed is due upon receipt of the invoice. I understand and agree there is a delinquency charge of \_\_\_\_\_% on any unpaid balance of the amount owed not paid within \_\_\_\_\_ days of receipt of the invoice. I agree and understand that the employees are paid by THIS COMPANY and I should not pay them directly or make loan, gift or money advance of any kind to them.

**EMPLOYEE NON-COMPETE WITH CLIENT.** I agree and understand that I am prohibited from employing any employee of THIS COMPANY for a no less than a period of \_\_\_\_\_ following the last day the employee rendered any service to me. I understand and agree that if I violate this condition, I will pay THIS COMPANY \_\_\_\_\_ in liquidated damages.

Client Signature \_\_\_\_\_ Address \_\_\_\_\_

Financially Responsible Party and/or \_\_\_\_\_ Address \_\_\_\_\_  
Insured Party Signature if Other Than Client

Company Representative Signature \_\_\_\_\_

FOR REVIEW ONLY (THIS TEXT AND BACKGROUND WILL NOT PRINT)

## Back of NCR Form



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[www.yourwebsite.com](http://www.yourwebsite.com)