



WELCOME

THE CARESPHERE PATIENT INFORMATION HANDBOOK

STAY CONNECTED



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NON-SKILLED

CareSphere LLC

HOME HEALTH INFORMATION BOOKLET

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SURROUND YOURSELF WITH THE BEST



SECTION I. WELCOME, MISSION & PHILOSOPHY

MISSION STATEMENT

Our mission is to enhance quality of life for those we serve through the delivery of extraordinary service and compassionate care, while being recognized as the leader in Home Health Care Services. Our caregiver's services are available on a daily schedule, live-in or as-needed basis.

VISION

The vision of CareSphere is to assist clients throughout our service area of Bucks, Berks, Lehigh, Monroe and Northampton Counties as they journey to reach and maintain optimal levels of functioning while remaining within the comfort of their own home. We are guided by our mission to maintain the dignity, comfort, safety, independence, well-being and happiness of each client by referring the highest professional caregivers.

WELCOME

CareSphere would like to thank you for entrusting us with your home care needs. Be ensured that your care is as important to us as it is to you, and that we will do all we can to meet your expectations.

CareSphere's highly trained team of home health aides, homemakers and companions are overseen by nurses and supervised by case managers. Together we are dedicated to promoting the physical, social and emotional well-being of our clients and their family members and friends. We are also committed to ensuring the dignity and rights of each individual and promise to respect you, our client, respond to your individual needs and wishes, and uphold your basic rights.

Since many of our services and home care procedures may be new to you, this Client Handbook is designed to help you become better acquainted with our agency, more fully understand what is involved in home care, and help you understand your rights and responsibilities as an CareSphere client. If you still have questions or do not understand the information herein, please do not hesitate to call us or to ask your home care team when they visit.

The CareSphere Staff

SECTION II. AGENCY OVERVIEW

CRITERIA FOR ADMISSION

CareSphere exists to provide excellence in home care services to the sick, disabled or injured in our service area regardless of age, sex, sexual orientation, income, race, national origin, color, religion, ancestry or disability.

SERVICES

CareSphere can provide a single home care service or a combination of services in your home, with our highly qualified staff planning and coordinating your care with you and your family which is tailored to your needs. CareSphere is a Pennsylvania Department of Health Licensed Home Care Agency that is Medicaid Certified, with our Direct Care Workers which include **Home Health Aides, Personal Care Aides, Homemakers and Companions**, complying with the Pennsylvania Department of Health, Aging and Human Services Criminal Background Check Policy and Standards.

I. Home Health Aide

Home Health Aide services are provided under the supervision of a case manager, with our aides having experience and training when there is a specific need for personal care on a part-time basis in the home. Any duties the Home Health Aide performs will be specified by you and the case manager and added to your plan of care. Typical duties include bathing, shampooing hair, changing bed linens, and assistance with other activities of daily living.

II. Homemaker/Companion

Homemaker/Companion services are provided by trained employees under the supervision of a case manager. Homemakers assist clients who are unable to perform day-to-day household duties such as light housekeeping, meal preparation, laundry, assistance with grocery shopping and other errands.

III. Personal Care Aide

Personal Care Aide services are provided under the supervision of a case manager. Provides personal care and related assigned services to home care clients in their place of residence, nursing homes and inpatient units in accordance with an established care plan. Observes the client, reports observations and documents observations and care provided. Provides timely documentation of services based on client's care plan.

Home Health Aide and Homemaker/Companion Responsibilities include:

1. Providing care and services based on the written care plan developed cooperatively between client and staff,
2. Reporting any changes in client's condition to supervisor,
3. Performing all assigned duties according to agency policies and procedures.

The Home Health Aide, Homemaker and Companion May Not:

1. Change routines or schedules without prior approval.
2. Give their personal home address or phone number to a client, family or significant other.
3. Cash checks or handle financial transactions for a client, family or significant other.
4. Sign any legal documents/papers for a client, family or significant other.
5. Have keys to the client's home.
6. Provide service to a client privately during his/her assignment and for 6 months after the client is discharged from service.
7. Administer any medications—can only remind the client to take their medications.

Supervision and Oversight:

CareSphere provides non-skilled services through a plan of care directed and supervised by case managers. Each client's care is overseen by a case manager who is responsible for:

1. Setting up and providing oversight of the client's non-skilled care plan.
2. Providing on-site supervisory visits for Home Health Aides, Homemakers and Companions at least every 120 days in order to verify that they are following the plan of care, providing services as directed, and that you, the client, are satisfied with their services.
3. Obtaining further medical care and services as needed.

Client/Family Responsibilities:

1. Providing necessary supplies and equipment for staff when needed to complete work assignments in the home.
2. Not asking for or advancing any money, gifts, clothing, etc. to staff.
3. For clients needing constant supervision, it is the family's/significant other's responsibility to be present when the employee arrives and also when the employee is scheduled to leave.
4. Providing maintenance and liability/homeowner's insurance for all property and personal items in the home.

HOURS OF OPERATION

- **Office Hours:** Our office hours are Monday through Friday from 8:00 a.m. to 4:00 p.m., except during holidays.
- **After Hours Coverage:** We provide 24 hour on-call services, 7 days per week, to ensure that you receive adequate care. Schedulers and case managers are on-call to accept client calls, make referrals for service, and coordinate care and any schedule changes. Since CareSphere is not an emergency services provider, clients are directed to call "911" in event of an emergency.
- **In Life-Threatening Situations:** If an emergency occurs when a caregiver is not present, the client will call 610-868-1801 Ext. 2 for assistance. If a medical emergency where seconds count occurs, the client should call "911". Our staff is not CPR certified.
- **Weather Conditions:** During snow, ice and flood season, we will make every effort to continue home care visits, although the safety of our staff must be considered. When roads are too dangerous to travel, our staff will, if possible, contact you by phone to let you know that they are unable to make your visit that day.

EMERGENCY PREPAREDNESS PLAN

In cases of inclement weather, natural disasters (tornadoes, blizzard, or flood) or emergencies, CareSphere has an emergency plan for maintaining essential client services, with every possible effort made to ensure that your medical needs are met.

All clients are assigned a priority level code that is updated as needed. The code assignment determines agency response priority in case of a disaster or emergency and are maintained in your home care record. Your priority code is available to staff, along with information that may be helpful to Emergency Management Services in case of an area disaster or emergency.

• **Your Service Plan:** Our goal at CareSphere is to provide clients with uninterrupted service when safe and possible for our staff. Regular office and service hours are maintained regardless of weather conditions unless it is determined unsafe to do so. To keep you informed, local radio stations will broadcast any agency announcements throughout the course of the storm or emergency. In addition, a CareSphere representative will be in contact with you regarding your individual care plan, including your essential need for visits during the course of the emergency. We recommend you check your supply of prescription medications when a major storm is predicted.

• **Your Priority Status:** As part of your first home visit, the case manager will evaluate your safety both at home and in the community. He/she will discuss with you and your family any special needs you may have in the event of a storm or disaster. In setting your priority care level, we will consider:

- the severity of your physical or mental condition
- whether or not your caregiver lives with you
- if you live in a remote or dangerous geographic area
- your support system equipment needs in the event of a power failure.

CHARGES

We accept payment for services from Medicaid, your insurance company, private insurance or private pay. Some insurers may limit the number and type of home care visits that they will pay for and may require pre-certification. We will inform you, your family, caregiver or guardian of all charges and methods of payment before or at time of admission.

Should any change be made in this policy regarding services or charges, you or your responsible party will be advised.

If you have questions regarding your insurance or billing, please contact our **billing office at 610-868-1801 Ext. 204**

CLIENT SATISFACTION

You, our customers, are very important to us. Please ask questions if something is unclear regarding our services or the care you receive or fail to receive. To assess our services, a Client Satisfaction Survey will be sent to you during care or after discharge. We ask that you please complete this survey and mail it directly to our office. Your answers will help us to improve our services and ensure that we are meeting your needs and expectations.

PLAN FOR CARE, TREATMENTS & SERVICES

Your plan of care and services is designed specifically for you and based on your input, that of your caregiver or designee, your case manager, and other staff members. It includes any identified problems, needs and goals, your environment and, whenever possible, your personal wishes. The plan is reviewed and updated as needed, based on your changing needs. We encourage your participation and will provide necessary information to assist you.

We fully recognize your right to dignity and individuality, including privacy of your care and provision of personal needs. We will notify you if any other issues arise relative to your safety, education or care supervision.

CLIENT RECORDS

Your client record is maintained by our staff to document your assessments, progress notes and care. Your records are kept strictly confidential by our staff and are protected against loss, destruction, tampering or unauthorized use. Our Notice of Privacy Practices describes how your protected health information may be used by us or disclosed to others, as well as how you may access this information.

DISCHARGE, TRANSFER AND REFERRAL POLICY

Discharge, transfer or referral from this agency may result from several types of situations such as:

- your goals are achieved
- the level of care you need changes
- agency resources are no longer adequate to meet your needs
- situations that may develop affecting your welfare or the safety of our staff
- non-payment of charges
- failure to meet insurance coverage/Medicaid guidelines

You will be given at least ten (10) calendar days advance notice of the intent to transfer you to another agency or discharge you, except in case of emergency. If you should be transferred or discharged to another organization, we will provide the information necessary for your continued care. All transfers or discharges will be documented in your client chart. When a discharge occurs, an assessment will be completed, and instructions provided for any needed ongoing care. We will coordinate your referral with your insurance company and available community resources as needed.

PROBLEM SOLVING PROCEDURE

CareSphere's goal is to provide all services possible to help you stay at home in your usual and customary surroundings. We are also committed to ensuring that your rights are protected. If you feel that our staff has failed to follow our policies or has in any way denied you your rights, please notify the **CEO at 610-868-1801 Ext. 201** without fear of discrimination or reprisal. Please always call us first with any concerns or questions so that we can do our best to resolve your issues. You may address any questions regarding licensure or compliance related to CareSphere by contacting the Pennsylvania Department of Health's hotline at **1-800-254-5164**. This hotline receives complaints concerning care provided by home care agencies. The toll-free number is accessible 24 hours a day, 7 days a week. During the course of normal business hours, hotline messages are retrieved daily. During off-hours and non-business days, callers should leave a message on the answering machine.

SECTION III. YOUR RIGHTS & RESPONSIBILITIES AS A HOME CARE CLIENT

At CareSphere, we have an obligation to protect and explain your rights to you in a way you can understand, both before care begins and on an ongoing basis as needed. Your family or your guardian may exercise these rights for you in the event that you are not competent or able to exercise them for yourself.

CLIENT RIGHTS

- Be fully informed in advance about care/service to be provided, including the disciplines that provide care/service and the frequency of visits, as well as any modifications to the plan of care/services.
- Voice a complaint regarding care/service or lack of respect of person or property; or recommend changes in policy, personnel, or care/service without restraint, interference, coercion, discrimination, or reprisal.
- Lodge complaints regarding care/service that is (or fails to be) provided, or lack of respect for personal property.
- Refuse all or part of care and to be informed, in advance, both orally and in writing, of care/service being provided; of charges, including payment for care/service expected from third parties and any charges for which the client is responsible.
- Have one's privacy, security, property and person treated with respect, consideration, and recognition of client dignity and individuality.
- Confidentiality and privacy of all information contained in the client record as well as Protected Health Information which includes being advised of the agency's policies and procedures regarding disclosure of client records.
- Have communication needs met.
- Independent Living, including the right to:
 - o Make decisions about your own life
 - o Fully participate in your community
 - o Fully participate in care planning including participation in the development and periodic revision of the plan of care; and to receive information about the scope of services the agency will provide as well as specific limitations on those services
 - o Live with dignity
 - o Have appropriate support in your home
 - o Have appropriate support to maintain employment
 - o Guide, direct and control your services
 - o Make choices
 - o Expect equal access to social, economic and political opportunities
- Be involved in the care planning process and receive services with reasonable accommodations of individual needs and preferences, except where the health and safety of the direct care worker is at risk.
- Receive appropriate care/services without discrimination.
- Refuse care after the consequences of refusing such care are fully presented.
- Have one's property and person treated with respect, consideration, and recognition of client dignity and individuality.
- Have telephone calls from you or your representative returned within three (3) business days of receipt.
- Be able to identify visiting personnel through state required/agency generated photo identification.
- Receive at least ten (10) calendar days advance written notice of the intent of the home care agency to terminate services. Less than ten (10) days advance written notice may be provided in the event the client has failed to pay for services despite notice; and the client is more than fourteen (14) days in arrears; or if the health and welfare of the direct care worker is at risk.
- Receive appropriate care/services without discrimination.

- Refuse care after the consequences of refusing such care are fully presented.
 - Have one's property and person treated with respect, consideration, and recognition of client dignity and individuality.
 - Have telephone calls from you or your representative returned within three (3) business days of receipt.
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 - Be fully informed of one's responsibilities.
- As a client of CareSphere, you have certain obligations and responsibilities when receiving agency services. These are outlined below.

CLIENT RESPONSIBILITIES

- Provide accurate and complete information about present complaints and other matters relative to your overall status and mobility.
- Report unexpected changes in your status.
- Give feedback regarding services, needs and expectations.
- Ask questions regarding care or services.
- Follow instructions.
- Follow the agency's policies and procedures concerning conduct.
- Show respect and consideration for the agency's personnel and property.
- Sign time sheets daily so that your direct care worker can submit them weekly to CareSphere for payroll.
- To review and understand the care plan that you have agreed upon and the tasks that your direct care worker will perform, understanding that any need for more hours than those authorized per week, require you to call your Care Coordinator.
- To inform the agency if you are in the hospital, out of the state or country, incarcerated or otherwise not at home, since your direct care worker cannot be paid for this time.
- Meet financial commitments by promptly meeting any financial obligation agreed to with CareSphere.
- In case of an issue, call the CareSphere CEO first at **610-868-1801 Ext. 201**. If you are unable to resolve the issue, you should call your Managed Care Organization and/or the Pennsylvania Department of Health Complaint Hotline at 1-800-254-5164.

Prohibitions:

- No individual, as a result of the individual's affiliation with a home care agency or home care registry, may assume power of attorney or guardianship over a client utilizing the services of that home care agency or home care registry.
- The home care agency or home care registry may not require a client to endorse checks over to the home care agency or home care registry.
- No individual may pre-sign time sheets—it is against the law and is considered fraud.
- No financial information including Bank Account Information, Credit Card Numbers, etc. may be provided to your direct care worker unless cleared by the Main Office first.
- You should not loan money to your direct care worker. If you do, CareSphere will not be responsible for money they fail to repay.

CLIENT'S RIGHT TO LODGE A GRIEVANCE & MAKE A COMPLAINT

LODGE COMPLAINTS: Our goal is to help you stay at home in your usual and customary surroundings. As a result, we are committed to ensuring that your rights are protected. If you have concerns regarding care that is (or fails to be) provided; or regarding a lack of respect for your property; or feel that our staff has failed to follow our policies or has in any way denied you your rights, we encourage you to lodge a complaint without fear of reprisal or discrimination, by following these steps:

1. Submit grievances to the CEO within thirty (30) days of the date the person filing the grievance becomes aware of the alleged discriminatory action.
2. File a complaint verbally with an agency staff member, or in writing by contacting the CEO of CareSphere, 1 East Broad Street, Suite 430, Bethlehem, PA 18018, or by telephone at 610-868-1801 Ext. 201, including the name and address of the person filing it ("the grievant"). The complaint must state the problem or action alleged to be discriminatory and the remedy or relief sought by the grievant.
3. The CEO (or his/her representative) will thoroughly investigate the complaint to determine its validity. While this investigation may be informal, it must be thorough, affording all interested persons an opportunity to submit evidence relevant to the complaint.
4. The CEO will issue a written decision on the grievance no later than thirty (30) days after its filing.
5. The grievant may appeal the decision of the CEO by filing an appeal in writing to the agency within fifteen (15) days of receiving the CEO's decision.
6. The agency will issue a written decision in response to the appeal no later than thirty (30) days after its filing.
7. If you still have a concern or complaint, you may contact the Pennsylvania Office of the Attorney General, Division of Client Affairs, Office of Client Protection, Regulated Business Section at 877-888-4877. The client hotline receives complaints, questions and/or comments about home care service firms.
8. The CEO will maintain the files and records of the agency relating to such grievances.
9. The availability and use of this grievance procedure does not preclude a person from filing a complaint of discrimination on the basis of disability with the regional office for Civil Rights of the U.S. Department of Health and Human Services.
10. All agency personnel will be informed of this process during their orientation process.
11. The agency will make appropriate arrangements to ensure that disabled persons can participate in or make use of this grievance process on the same basis as the non-disabled. Such arrangements may include, but are not limited to, the provision of interpreters for the deaf, providing taped cassettes of material for the blind, or ensuring a barrier-free location for the proceedings. The CEO will be responsible for providing such arrangements.

NOTICE OF PRIVACY PRACTICES

THIS NOTICE, IN COMPLIANCE WITH FEDERAL PRIVACY REGULATIONS, DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE REVIEW IT CAREFULLY.

CareSphere is required by law to maintain the privacy of protected health information and to provide you with adequate notice of your rights and our legal duties and privacy practices with respect to the uses and disclosures of protected health information (45 CFR § 164.520). The agency maintains a record (paper and electronic file) of the information we receive and collect about you and of the care we provide to you.

We have summarized our responsibilities and your rights on this first page. For a complete description of our privacy practices, please review this entire notice.

Our Responsibilities

Our Agency is required to:

- Maintain the privacy of your health information.
- Provide you with this notice of our legal duties and privacy practices with respect to information we collect and maintain about you.
- Abide by the terms of this notice.
- Notify you following a breach of unsecured protected health information.

Your Rights

As a client of CareSphere, you have several rights with regard to your health information, including the following:

- The right to request that we not use or disclose your health information in certain ways.
- The right to request to receive communications in an alternative manner or location.
- The right to access and obtain a copy of your health information.
- The right to request an amendment to your health information.
- The right to an accounting of disclosures of your health information.

We reserve the right to change our privacy practices and to make the new provisions effective for all health information we maintain. Should our privacy practices change, we will provide you or your authorized representative a copy of our revised Notice of Privacy Practices, as well as post a copy of the revised Notice of Privacy Practices on our website. A copy of the revised notice will be available upon request after the effective date of the changes.

We will not use or disclose your health information without your authorization, except as described in this notice. Thus, for example, we will require your authorization before we would use or disclose your protected health information for marketing purposes, and we will not sell your health information without a specific authorization from you.

If you have questions and would like additional information, you may **contact our Agency's Privacy Officer, the CEO, at 610-868-1801 Ext. 201.**

Understanding Your Health Record/Information

Each time you receive services from CareSphere a record is made. Typically, this record contains your symptoms, examination and test results, diagnoses, treatment, and a plan for future care or treatment. This information, often referred to as your health or medical record, serves as a:

- basis for planning your care and treatment;
- means of communication among the many health professionals who contribute to your care;
- legal document describing the care you received;
- means by which you or a third-party payer can verify that services billed were actually provided;
- a tool in educating health professionals;
- a source of data for medical research;
- a source of information for public health officials who oversee the delivery of health care in the United States;
- a source of data for agency planning and marketing; and
- a tool with which we assess and continually work to improve the care we render and the outcomes we achieve.

Understanding what is in your record and how your health information is used helps you to: ensure its accuracy; better understand who, what, when, where, and why others may access your health information; and make more informed decisions when authorizing its disclosure to others.

How We Will Use or Disclose Your Health Information

1. Treatment. We will use or disclose your health information for treatment purposes, including the treatment activities of other health care providers. For example, information obtained by another member of your healthcare team will be recorded in your record and used to determine the course of treatment that should work best for you. Your physician will document in your record his or her expectations of the members of your healthcare team. Members of your healthcare team will then record the actions they took and their observations. That way, the physician will know how you are responding to treatment. We will also provide your physician or a subsequent healthcare provider with copies of various reports that should assist him or her in treating you.

2. Payment. We will use or disclose your health information for payment, including for the payment activities of other health care providers or payers. For example, a bill may be sent to you or a third-party payer, including Medicare or Medicaid. The information on or accompanying the bill may include information that identifies you, as well as your diagnosis, procedures, and supplies used.

3. Health Care Operations. We will use or disclose your health information for our regular health operations. For example, members of the medical staff, the risk or quality improvement manager, or members of the quality improvement team may use information in your health record to assess the care and outcomes in your case and others like it. This information will then be used in an effort to continually improve the quality and effectiveness of the health care and service we provide.

In addition, we will disclose your health information for certain health care operations of other entities. However, we will only disclose your information under the following conditions: (a) the other entity must have, or have had in the past, a relationship with you; (b) the health information used or disclosed must relate to that other entity's relationship with you; and (c) the disclosure must only be for one of the following purposes: (i) quality assessment and improvement activities; (ii) population-based activities relating to improving health or reducing health care costs; (iii) case management and care coordination; (iv) conducting training programs; (v) accreditation, licensing, or credentialing activities; or (vi) health care fraud and abuse detection or compliance.

4. Business Associates. There are some services provided through the use of outside people and entities. Examples of these "business associates" include our accountants, consultants and attorneys. We may disclose your health information to our business associates so that they can perform the job we have asked them to do. To protect your health information, however, we require the business associates to appropriately safeguard your information, as they are also required to do so by law.

5. Notification. We may use or disclose information to notify or assist in notifying a family member, personal representative, or another person responsible for your care and general condition. If we are unable to reach your family member or personal representative, then we may leave a message for them at the phone number that they have provided us, e.g., on an answering machine.

6. Communication with Family. We may disclose to a family member, other relative, close personal friend or any other person involved in your health care.

7. Health Information relevant to that person's involvement in your care or payment related to your care. If appropriate, these communications may also be made after your death, unless you instructed us not to make such communications.

8. Research. We may disclose information to researchers when certain conditions have been met.

9. Transfer of Information at Death. We may disclose health information to funeral directors, medical examiners, and coroners to carry out their duties consistent with applicable law.

10. Organ Procurement Organizations. Consistent with applicable law, we may disclose health information to organ procurement organizations or other entities engaged in the procurement, banking, or transplantation of organs for the purpose of tissue donation and transplant.

11. Marketing. We may contact you regarding your treatment, to coordinate your care, or to direct or recommend alternative treatments, therapies, health care providers or settings. In addition, we may contact you to describe a health-related product or service that may be of interest to you, and the payment for such product or service.

12. Food and Drug Administration (FDA). We may disclose to the FDA, or to a person or entity subject to the jurisdiction of the FDA, health information relative to adverse events with respect to food, supplements, product and product defects, or post-marketing surveillance information to enable product recalls, repairs, or replacement.

13. Workers' Compensation. We may disclose health information to the extent authorized by and to the extent necessary to comply with laws relating to workers' compensation or other similar programs established by law.

14. Public Health. As required by law, we may disclose your health information to public health or legal authorities charged with preventing or controlling disease, injury, or disability.

15. Correctional Institution. Should you be an inmate of a correctional institution, we may disclose to the institution or agents thereof, health information necessary for your health and the health and safety of other individuals.

16. Law Enforcement. We may disclose health information for law enforcement purposes as required by law or in response to a valid subpoena.

17. Reports. Federal law makes provision for your health information to be released to an appropriate health oversight agency, public health authority or attorney, provided that a workforce member or business associate believes in good faith that we have engaged in unlawful conduct or have otherwise violated professional or clinical standards and are potentially endangering one or more individuals, workers or the public.

Your Health Information Rights

Although your health record is the physical property of CareSphere, the information in your health record belongs to you. You have the following rights:

- You may request that we not disclose your health information for a particular reason related to treatment, payment, general health care operations, and/or to a particular family member, other relative or close personal friend. We ask that such requests be made in writing on a form provided by our agency. Although we will consider your request, please be aware that we are under no obligation to accept it or to abide by it,

unless it is a request to prohibit disclosures to your health care plan relating to a service for which you have already paid in full out-of-pocket. For more information about this right see 45 Code of Federal Regulations (C.F.R.) §164.522(a).

- If you are dissatisfied with the manner in which or the location where you are receiving communications from us related to your health information, you may request that we provide you with such information by alternative means or at alternative locations. Such a request must be made in writing and submitted to CareSphere. We will attempt to accommodate all reasonable requests. For more information about this right, see 45 C.F.R. §164.522(b).

- You may request to inspect and/or obtain copies of health information about you, which will be provided to you in the timeframes established by law. You may make such requests orally or in writing. However, in order to better respond to your request, we ask that you make such requests in writing on our agency's standard form. If you request to have copies made, we will charge you a reasonable fee. For more information about this right, see 45 C.F.R. §164.524.

- If you believe that any health information in your record is incorrect or if you believe that important information is missing, you may request that we correct the existing information or add the missing information. Such requests must be made in writing and must provide a reason to support the amendment. We ask that you use the form provided by our agency to make such requests. For a request form, please contact our Privacy Officer, the CEO, at 610-868-1801 Ext. 201. For more information about this right, see 45 C.F.R. §164.526.

- You may request that we provide you with a written accounting of all disclosures made by us during the time period for which you request (not to exceed 6 years). We ask that such requests be made in writing on a form provided by our agency. Please note that an accounting will not apply to any of the following types of disclosures: disclosures made for reasons of treatment, payment, or health care operations; disclosures made to you or your legal representative, or any other individual involved with your care; disclosures made pursuant to a valid authorization; disclosures to correctional institutions or law enforcement officials; and disclosures for national security purposes. You will not be charged for your first accounting request in any 12-month period. However, for any requests that you make thereafter, you will be charged a reasonable cost-based fee. For more information about this right, see 45 C.F.R. §164.528.

- You have the right to obtain a paper copy of our Notice of Privacy Practices upon request.

- You may revoke an authorization to use or disclose health information, except to the extent that action has already been taken. Such a request must be made in writing.

For More Information or to Report a Problem

If you have questions and would like additional information, you may **contact our agency's Privacy Officer, the CEO, at 610-868-1801 Ext. 201.**

If you believe that your privacy rights have been violated, you may file a complaint with us. These complaints must be filed in writing on a form provided by our agency. The complaint form may be obtained from CareSphere and when completed, should be returned to 1 East Broad Street, Suite 430, Bethlehem, PA 18018. You may also file a complaint with the Secretary of the Department of Health and Human Services. There will be no retaliation for filing a complaint.

SECTION IV. SAFETY

CLIENT/CAREGIVER CHECKLIST

All clients and their family members and caregivers need to take special precautions to ensure a safe living environment. Most accidents in the home can be prevented by elimination of hazards. **You and/or your caregiver should use the attached checklists to determine the safety level of your home.** Check each statement that applies to your home or to your habits in your home. Then review the unchecked boxes to determine what else you can do to make your home a safer place to live. **Please speak with your case manager or call the agency any time you have any concerns or questions about client safety.**

PREVENTING FALLS

At least half of all falls happen at home. Each year, thousands of older Americans experience falls that result in serious injuries, disability and yes, even death. Falls are often due to hazards that are easily overlooked but easy to fix. Use the following Self-Assessment. Check all the risk factors below that apply to you and your home. The more factors checked, the higher your risk for falling.

- **History of Falling** – 2 or more falls in last 6 months
- **Vision Loss** – changes in ability to detect and discriminate objects; decline in depth perception; decreased ability to recover from a sudden exposure to bright light or glare
- **Hearing Loss** – may not be as quickly aware of a potentially hazardous situation
- **Foot Pain/Shoe Problems** – foot pain; decreased sensation/feeling; skin breakdown; ill-fitting or badly worn footwear
- **Medications** – taking four or more medications: single or multiple medications that may cause drowsiness, dizziness or low blood pressure
- **Balance and Gait Problems** – decline in balance; decline in speed of walking; weakness of lower extremities
- **High or low Blood Pressure** – that causes unsteadiness
- **Hazards Inside Your Home** – tripping and slipping hazards, poor lighting, bathroom safety, spills, stairs, reaching, pets that get under foot
- **Hazards Outside Your Home** – uneven walkways, poor lighting, gravel or debris on sidewalks, no handrails, pets that get under foot, hazardous materials (snow, ice, water, oil) that need periodic removal and clean up

Review each of the following safety tips and check the ones you need to work on:

- Keep emergency numbers in large print near each phone.
- Wear shoes that give good support and have thin non-slip soles.
- Remove things you can trip over (such as papers, books, clothes and shoes) from stairs and places where you walk.
- Keep outside walks and steps clear of snow and ice in the winter.
- Remove small throw rugs or use double-sided tape to keep the rugs from slipping.
- Ask someone to move any furniture so your path around the house is clear.
- Clean up spills immediately.
- Be aware of where your pets are at all times.
- Do not walk over or around cords or wires; i.e., cords from lamps, extension cords, or telephone cords.
- Keep items used often within easy reach (about waist high) in cabinets.
- Use a steady step stool with a hand bar. Never use a chair as a step stool.
- Make sure stairways, halls, entrances and outside steps are well-lighted.
- Place a lamp, flashlight and extra batteries within easy reach of your bed.
- Place night-lights in bathrooms, halls and passageways so you can see where you are walking at night.

- Make sure the carpet is firmly attached to every step.
- Fix loose handrails or put in new ones.
- Install grab bars next to your toilet and in the tub or shower.
- Use non-slip mats in the bathtub and on shower floors.
- Use an elevated toilet seat and/or shower stool, if needed.
- Have your vision and hearing tested.
- Get up slowly after you sit or lie down.
- Use a cane or assistive device for extra stability, if needed.
- Think about wearing an alarm device that will bring help in case you fall and cannot get up.

FIRE SAFETY/BURN PRECAUTIONS

- Post the fire department number on every telephone. Make all family members and caregivers familiar with emergency 911 procedures.
- Notify the fire department if a disabled person is in the home.
- **Do not smoke (including e-cigarettes) in bed or where oxygen is being used.** Never leave burning cigarettes unattended. Do not empty smoldering ashes in a trash can. Keep ashtrays away from upholstered furniture and curtains.
- Install smoke alarms on every floor of your home, including the basement. Place smoke alarms near rooms where people sleep. Test smoke alarms every month to make sure they are working properly.
- Arrange regular, professional cleaning and maintenance for heating systems and chimneys. Make sure everything is properly vented. Install a carbon monoxide detector for extra protection.
- Keep portable heaters at least 3 feet away from people and objects. Never dry clothes on heaters.
- Throw out frayed or damaged electrical cords or have them repaired.
- Never overload electrical outlets.
- Unplug appliances when not in use.
- Keep electrical appliances away from sink, tub and shower areas.
- Plan at least 2 ways out of the home from each room.
- Pick a meeting place outside the home.
- Post your plan where everyone can see it.
- Practice your escape plan at least twice a year.

MEDICATION SAFETY

- Do not take medications that are prescribed for someone else.
- Write down all your medications (including prescription, over-the-counter, vitamins, herbals) and show the list to your doctor or pharmacist to keep from combining drugs inappropriately. Add any changes to the list immediately.
- Know the name of each of your medicines; why you are taking it; how to take it; what foods to avoid or other things to avoid while taking it; and its potential side effects.
- Report medication allergies and any medication side effects to your health care provider.
- Take medications exactly as instructed. If the medication looks different than you expected, ask your health care provider or pharmacist about it.
- Drug names can look alike or sound alike. To avoid errors, check with your health care provider if you have questions.
- Do NOT use alcohol when you are taking medicine.
- Do NOT stop or change medicines without your doctor's approval, even if you are feeling better.
- Use a chart or container system (washed egg carton or med-planner) to help remember what kind, how much, and when to take medicine.

- Take your medicine with a light on so you can read the label.
- Read medicine labels (including warnings) carefully and keep medicines in their original containers.
- Store medications safely in a cool/dry place according to instructions on the label of the medication.
- If you miss a dose, do NOT double the next dose later.
- Dispose old medications safely as directed, do not flushing down the sink or toilet.
- Keep medicines away from children and confused adults.

HAZARDOUS ITEMS & POISONS

- Know how to contact your poison control team.
- Use care in storing hazardous items. Only store hazardous items in their original containers.
- Do not mix products that contain chlorine or bleach with other chemicals.
- Understand the risk of insecticides. You should only buy for immediate need, and either store excess or dispose of properly.
- Keep hazardous items, cleaners and chemicals out of reach of children and confused or impaired adults.
- Dispose of household trash in a covered waste receptacle outside the home.

MEDICATION EQUIPMENT SAFETY/OXYGEN

- Keep manufacturer's instructions for specialized medical equipment with or near the equipment.
- Perform routine and preventive maintenance according to the manufacturer's instructions.
- Keep phone numbers available in the home to obtain service in case of equipment problems or equipment failure.
- Have backup equipment available, if indicated.
- Provide adequate electrical power for medical equipment such as ventilators, oxygen concentrators and other equipment.
- Test equipment alarms periodically to make sure that you can hear them.
- Have equipment batteries checked regularly by a qualified service person.
- Have bedside rails properly installed and only use when necessary. Do not use bed rails as a substitute for a physical protective restraint.
- If bed rails are split, remove or leave the foot-end down so the client is not trapped between the rails.
- Make certain mattress fits the bed. Stuff gaps between the rail and mattress or between the head and foot board and mattress to reduce gaps.
- Register with your local utility company as a priority customer for generator or battery back-up service if you are dependent on electrically powered medical equipment such as oxygen or ventilator.

OXYGEN SAFETY

If you require assistance during a power outage and our agency phone lines are down, do the following:

- If you are in a crisis or have an emergency situation, call "911" or go to the nearest hospital.
- If it is not an emergency, call your closest relative or neighbor. Our agency will get in touch with you as soon as possible.

PERSONAL EMERGENCY PREPAREDNESS

If local or area storms, disasters, or emergencies such as wind or ice storms, floods or an earthquake prevent us and/or emergency personnel from being able to communicate with you or travel to your home, you need to have a plan to function on your own for at least 72 hours.

In a major disaster in which all area phone service is disrupted and travel is difficult, tune to the emergency broadcasting network on a television (or a battery powered radio, if there is no electricity) for emergency updates. Our agency will attempt to have public service announcements on the radio regarding our ability to provide our services.

Please notify our office if you evacuate to another location or emergency shelter.

Here are some of the things you can do to be ready if disaster strikes:

- Determine the best evacuation route from your home and an alternate route. Practice it.
- Establish a location where the family should reunite if members become separated.
- Post emergency telephone numbers near your phone (including poison control, utilities, and county emergency management and civil defense numbers).
- Arrange for a friend or relative in another town to be a contact for the extended family.
- Find out where main utility switches and water valves are and learn how to turn them off if they rupture and trained technicians are not available. (Please note: once some utility switches/valves are turned off, such as natural gas, they can only be turned on again by utility service personnel, which may take several days).
- If you are dependent on medical equipment that requires electrical power, make arrangements with your local utility company as a priority customer for generator or battery back-up service.
- Assemble a 72-hour survival kit. Include enough food, water and tools to last for three days. Suggested items include:

- **Bottled water**
- **Portable radio and extra batteries**
- **List of emergency numbers**
- **First aid kit with manual**
- **Crescent or pipe wrenches for turning off utilities**
- **Standard telephone (non-cordless)**
- **Adequate supply of heating fuel**
- **Battery-operated clock**
- **Non-perishable food (including baby or or pet food, if applicable)**
- **Work gloves**
- **Extra pair of sturdy shoes**
- **Spare personal items (such as eyeglasses, prescribed medication, dietary food)**
- **Chlorine bleach for water purification or to make disinfecting solutions**
- **Blanket**
- **Whistle**
- **Flashlight and extra batteries**

- **Sanitation supplies (such as large plastic trash bags, soap, feminine supplies, infant care items, toilet paper, newspaper)**
- **Store candles and matches in a dry, safe, readily accessible location.**

If your care needs are unable to be met and the situation is threatening your well-being, arrange for transportation to the nearest inpatient medical facility.

HANDLING & DISPOSAL OF SHARP & CONTAMINATED WASTES

- Do not recap needles or in any way manipulate them by hand.
- Dispose of used needles, syringes, glass vials, ampoules and any other sharps in puncture-resistant containers designed for this purpose. Secure container lid with tape before disposal.
- Wear gloves when coming in contact with wastes contaminated with body fluids.
- Dispose of wastes in leak-proof, heavy duty plastic bags.
- Using caution, expel as much air as possible from bags before securely closing.
- Contact your hauler for any specific instructions regarding disposal of secured sharps containers and/or bags containing contaminated waste.
- Clean durable items contaminated with body fluids with a disinfecting solution while wearing gloves. A freshly mixed solution of 1 part household chlorine bleach with 10 parts cool water works well. Fabrics and non-durable items may require different care.

CHILD SAFETY

- Make certain there are no small loose objects and toys that can fit into toddler's mouth.
- Restrain infant while in highchair, walker, etc. Raise crib rails and playpen rails to full height.
- Place safety gates on the top and bottom of staircases and elevated areas such as porches or fire escapes. Place guardrails on upstairs windows and see that windows have locks.
- Keep toilet seats, bathroom doors, oven doors, trunks, dishwashers, refrigerators and front-loading clothes washers and dryer doors closed at all times.
- Store plastic bags away from a young child's reach.
- Keep pails, buckets and wading pools empty when not in use.
- Keep medicines/chemicals/batteries/cleaning fluids and supplies out of child's reach. Make certain cabinets and drawers have safety locks.
- Store knives, power tools and firearms out of a child's reach and/or place in a locked cabinet.
- Do not leave infants/toddlers alone in the home, car and/or while bathing.

SECTION V. INFECTION CONTROL GUIDELINES

Caregivers in the home should use precautions to protect not only the client from infections, but to protect themselves and others as well.

GENERAL GUIDELINES

- Wash your hands before and after caring for the client. Use liquid hand soap instead of bar soap.
- Rub soapy hands together vigorously for at least 20 seconds and work into a lather. Rinse thoroughly.
- Dry hands using a paper towel. You may also want to consider using hand lotion to prevent dry, chapped hands with breaks in the skin that could harbor germs.
- Wear disposable gloves when there is expected contact with sputum, urine, stool, blood, vomitus or wound drainage. Do not forget to wash your hands after removing disposable gloves.
- Bed linens, towels and clothing soiled with sputum, urine, stool, blood, vomitus or wound drainage should be put in a plastic bag and tied shut until ready to be laundered. Rinse and wash laundry as soon as possible.
- If laundry is soiled with blood, rinse first with $\frac{1}{4}$ cup bleach to a gallon of cold water. Wash all items in washing machine using hot, soapy water, and dry on high heat.
- Disposable items that are contaminated should be placed in a plastic bag, tied shut, and placed in a trash can lined with a plastic bag.

RESPIRATORY GUIDELINES

- Sputum produced should be disposed of in tissues.
- Dispose of soiled tissues in a plastic bag and empty daily. Make certain bag is sealed and disposed of in a plastic-lined trash can.
- Wash hands thoroughly after any contact with sputum or soiled tissues.

INCONTINENCE GUIDELINES

- Wear disposable gloves when coming in contact with urine or stool.
- Bed linens, towels, and clothing soiled with urine or stool should be placed in a plastic bag and tied shut until ready to be laundered. Launder as soon as possible.
- Wash all soiled items in washing machine using hot, soapy water. Dry on high heat.
- If bedpan or commode bucket remain soiled, clean with toilet brush. Rinse with diluted bleach solution of $\frac{1}{4}$ cup bleach to $2\frac{1}{4}$ cups water. Mix solution daily.
- Dispose of plastic gloves and disposable incontinent padding in a plastic bag. Seal and place in a plastic-lined garbage container with other household trash.
- Wash hands after removing gloves.
- Flush urine or stool down toilet.

WOUND GUIDELINES

- Always wash your hands before and after caring for the client.
- Wear disposable gloves when in contact with a draining or open wound.
- Dispose of soiled material and gloves in a plastic bag, and seal and place in a garbage container lined with a plastic bag.

SECTION VI. AUTONATED TIME AND ATTENDANCE SYSTEM INFORMATION

CareSphere takes pride in the safety and protection of our clients. As part of our efforts to ensure that our clients' needs are being met in a timely and honest manner, we have implemented an automated time and attendance system. This is managed through either telephony or a mobile application.

I. Telephony

When Home Health Aides, Personal Care Aides, Homemakers and Companions (caregivers) at CareSphere call into our automated telephone system upon arrival at the client's residence and again at the time they are scheduled to leave—this is called Telephony.

Telephony is technology associated with electronic transmission of voice or other information between distant parties, using systems historically associated with the telephone. It is an electronic system that uses the telephone to allow your caregiver to validate the time that they arrive at your residence and when they leave. Telephony also documents the services that have been provided for you, and requires that you verify the caregiver's presence in your home.

CareSphere requests our caregivers be allowed to use your home telephone or an alternate telephone that we have on file for you to make this call. The use of your phone is necessary to ensure that calls are being made when the caregiver is physically in your home and not someplace else, and validates that care and services are being provided to you.

II. Mobile Application

When the mobile application is used, the caregiver electronically "checks in" and "checks out" each visit; recording the time, date, and location as determined by the GPS on the caregiver's own cellular phone. Caregivers digitally record information about the visit, including specific care notes or services they have provided to you. When electronic connectivity is available, data automatically syncs upon login, check in, and check out. Caregivers can also manually sync this information upon their arrival home or to our office.

*CareSphere thanks you for choosing our agency
and looks forward to providing your home care needs.*



SECTION VI. CLIENT SERVICE AGREEMENT

CareSphere LLC

HOME CARE

Client Service Agreement

Client Name _____

Date of Birth _____

Client Address _____

A. ☐ Home Health Aide ☐ Companion ☐ Homemaker

The name of the caregiver(s) is:

When there is a change, the name(s) of the caregiver will be given to the client in advance. Every effort will be made to have the named caregiver(s) provide the services. If a change needs made due to illness or other reasons, the client will be notified by the agency as soon as possible.

Service(s) will be provided on the following schedule:

DAY	TIME (of day)	SERVICE
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		

(This schedule is subject to verbal changes)

The effective date of the service(s) is: _____

- B. **SERVICES:** The client will be included in all service planning. The caregiver will provide home care service(s) requested by, and agreed to by the client, CareSphere, and the Responsible Party.
- C. **TERMINATION OF SERVICE:** CareSphere may terminate this Agreement by providing at least ten (10) calendar days advance written notice of the intent to terminate services. Less than ten (10) days advance written notice may be provided in the event the client has failed to pay for services despite notice, and the client is more than fourteen (14) days in arrears, or if the health and welfare of the direct care worker is at risk.

- D. CHANGE IN SERVICE: A CareSphere representative will visit the client at least every _____ days to evaluate the services being provided. The skill level of care will not change without prior approval of the Responsible Party. However, in an emergency situation, if in the judgment of the agency representative the client's condition requires a more skilled caregiver than specified above, CareSphere will upgrade services and contact the Responsible Party as soon as possible. If services are upgraded, applicable rates will apply.
- E. HIRING AND COMPETENCY REQUIREMENTS FOR DIRECT CARE WORKERS
The direct care worker(s) who will be providing services has met the hiring and competency requirements in accordance with Pennsylvania's Home Care licensing regulations. The direct care worker's criminal background checks have been completed and cleared. In addition, the direct care worker(s), through competency examination and/or training program, has successfully completed the competency requirements including, but not limited to, performance of the home care services, confidentiality, basic infection control, standard precautions, handling emergencies, and recognizing and reporting abuse or neglect.
- F. BILLING CHECK ONE:
☐ PRIVATE PAY: CareSphere will bill Responsible Party on a weekly basis. As a courtesy, CareSphere may forward invoices to client's insurance company or other third party, if requested. CareSphere's forwarding of invoices does not release Responsible Party from his/her payment responsibilities for all services rendered. If CareSphere receives payment from both Responsible Party and a third party payor, CareSphere will reimburse the appropriate party. CareSphere makes no representations, and no CareSphere employee is authorized at any time to make any representations regarding insurance payment for services.

☐ MEDICAID WAIVER: CareSphere will bill Medicaid for Waiver services and accepts this as payment in full. Arrangements for these services are under contract per Medicaid waiver services and will be billed and services provided per that agreement. The client is not responsible for payment of these services.
- G. QUESTIONS CareSphere's business office is open from 8:00 a.m. to 4:00 p.m. Monday through Friday. The telephone 610-868-1801 is answered twenty-four (24) hours a day, seven (7) days a week. Questions regarding invoices should be directed to the CEO or designee. Questions regarding service should be directed to the CEO.

If an emergency occurs when a caregiver is not present, the client will call 610-868-1801 Ext. 201 for assistance. If a medical emergency where seconds count occurs, the client should call "911".
- H. PROTECTIVE EQUIPMENT CareSphere will supply gloves or other protective equipment necessary to care for the client and to comply with OSHA requirements. CareSphere will bill the client for these supplies.

2. RESPONSIBLE PARTY RESPONSIBILITIES

- A. PAYMENT AND LATE CHARGES For private pay clients, responsible party agrees to pay for all services rendered within seven (7) days after receipt of billing. If payment is not received by CareSphere within thirty (30) 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 payor.
- B. SERVICE INTERRUPTIONS CareSphere uses its best efforts to provide uninterrupted service; however, sometimes interruptions are unavoidable. During any interruption of service, Responsible Party is responsible for ensuring the availability of back-up care.
- C. TIME SLIPS _____ is/are authorized to sign time slips. Responsible Party and client agree and acknowledge that time slips form the basis of weekly billing for services rendered, regardless of whether they are signed.
- D. TREATMENT OF CARESPHEREEMPLOYEES Responsible Party and client understand that CareSphere is an Equal Opportunity Employer and agrees to treat the caregiver(s) respectfully. Respectful treatment includes no verbal or sexual harassment of any kind.

- E. HIRING OF CARESPHERE EMPLOYEES Responsible Party and client also agree to not hire privately a CareSphere employee who has provided care for this client, for a period of one (1) year from the last date said employee worked for this client. If this agreement is violated, Responsible Party will pay CareSphere, upon demand, \$10,000 in liquidated damages. Should collection procedures be necessary, Responsible Party agrees to pay all costs, including reasonable attorney's fees.
- F. VALUABLES Responsible Party understands that it is his/her responsibility to protect the client's valuables by storing them carefully and out of the way of the caregiver. See Attached "*Keeping Your Home and Valuables Safe*" document.
- G. CONTACT INFORMATION

In addition to the agency contact information, the client may have a reason to contact the following:

Specific County Area Agency on Aging/Ombudsman:

Bucks County215-348-0510
Berks County610-478-6500
Lehigh County610-782-3034
Monroe County.....570-420-3735
Northampton County610-829-4540

PA Department of Health Complaints(800) 254-5164
Licensure and Compliance Information(717) 783-1379

3. RATES

- A. BASIC: The rate for caregiver services provided is:

Weekday: Monday 7:00 a.m. to Saturday 7:00 a.m.

Type of Service _____	Rate per Hour \$ _____
Type of Service _____	Rate per Hour \$ _____
Type of Service _____	Rate per Hour \$ _____

Weekend: Saturday 7:00 a.m. to Monday 7:00 a.m.

Type of Service _____	Rate per Hour \$ _____
Type of Service _____	Rate per Hour \$ _____
Type of Service _____	Rate per Hour \$ _____

All rates are subject to change with two (2) weeks prior notice to Responsible Party.

- B. OVERTIME: CareSphere uses 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 forty (40) hours per week, these excess hours will be billed at one and one half (1½) the applicable weekday 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, Easter Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day 7:00 a.m. - 7:00 a.m.
- C. AUTOMOBILE: Use of caregiver's car for shopping or errands will be billed at a rate of \$ _____ per mile.

4. CONSENT AND RELEASE

By executing this Agreement, the Responsible Party, for himself/herself on behalf of the client, consents to the (i) care and treatment of client as requested herein; (ii) release of information and/or disclosure of all or any part of client's medical record to CareSphere by any physician, hospital, or other facility of which client has been a patient; (iii) release of information by CareSphere to individuals acting in official capacities as client's advocates representing third party payors or other health care providers involved in client's care; and (iv) check of Responsible Party's and client's credit and financial rating and history with any person, firm or credit bureau.

5. TERMINATION OF SERVICE

Responsible Party may terminate this Agreement by providing at least seventy-two (72) hours' notice. CareSphere requires payment of four (4) hours minimum billed on behalf of a caregiver who reports to duty should Responsible Party or client decide to terminate service without proper notice to CareSphere. Paragraph 2.A, 2.D, 3.A, 3.B and 4 remain effective after the termination of this agreement.

6. PAYMENT AUTHORIZATION

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

7. CLIENT BILL OF RIGHTS

Client Bill of Rights ... a client receiving care from CareSphere must understand these rights. A grievance or complaint may be filed by calling the CareSphere office and speaking with any office personnel.

8. NON-DISCRIMINATION

CareSphere has agreed to comply with the provisions of the Federal Civil Rights Act of 1964 and the Pennsylvania Human Relations Act and all requirements imposed pursuant thereto the end that no person shall, on the grounds of race, color, national origin, ancestry, age, sex, sexual orientation, religious creed or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination in the provision of any care or service [§51.12 (b)].

9. TRANSPORTATION

Responsible Party and/or client understand if transport occurs in client's or employee's vehicle, the client and Responsible Party releases CareSphere and their employees from all liability should an accident or injury occur. The caregiver ☐ WILL ☐ WILL NOT transport the client. The caregiver ☐ WILL ☐ WILL NOT perform shopping or errand services for client.

10. INDEMNIFICATION

I hereby agree to indemnify and hold harmless CareSphere against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of myself, my representatives, or the company in the performance and/or failure to perform within the Agreement, including the negligent acts or omission of myself, my representatives, or any direct or indirect employees of myself, my representatives or the company. I understand that should any conflict arise as a result of services rendered under the Agreement, I will recognize and abide by the jurisdiction.

11. ENFORCEABILITY

If any provision or provisions of the Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. I may not assign, directly or indirectly, all or part of my rights or obligations under the Agreement to another party without the prior written consent of the company, which consent shall not be unreasonably withheld or delayed. Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of the Agreement be construed as a continuing waiver of other breaches of the same or other provisions of the Agreement.

12. DISCLOSURE FORM

The Pennsylvania Department of Health's Disclosure Form is provided as an addendum to this Agreement.

The form contains important information about the caregiver/direct care worker including the status of the employee of the agency. The Form explains the client's or Responsible Party's responsibilities about any caregiver/direct care worker tax, insurance, or other responsibilities. Questions about the Disclosure Form information should be directed to CareSphere.

The undersigned have each read, discussed, and understand this Client Service 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.

Client or Responsible Party

Date

Responsible Party Relationship to Client

Witness

SECTION VIII. NOTICE OF DIRECT CARE WORKER STATUS

CareSphere LLC

HOME CARE

Client Notice of Direct Care Worker Status

This form is to be completed by every client utilizing the Home Care services of CareSphere.

I _____ understand that:
(Print Name)

(Initials)

The direct care worker who will be providing services in my home is an employee of CareSphere who is responsible for withholding and reporting State and Federal Income tax, Federal Unemployment tax, Social Security taxes and Medicare taxes on behalf of the direct care worker. CareSphere is also responsible for paying Workers' Compensation insurance to cover the direct care worker in the event of an accident or injury on the job.

(Initials)

The direct care worker who will be providing services in my home is not an employee of CareSphere and therefore, may be considered my employee. Since the direct care worker may be my employee, I may be responsible for withholding and reporting State and Federal Income tax, Federal Unemployment tax, Social Security taxes and Medicare taxes on behalf of the direct care worker. I also understand that the direct care worker is not covered by Workers' Compensation Insurance.

(Initials)

I have been informed that CareSphere ____ maintains ____ does not maintain general and professional liability insurance covering the direct care worker. If CareSphere does not maintain general and professional liability insurance, and the direct care worker is not covered under Workers' Compensation, I have been advised to check my homeowner's or renter's insurance to determine if it covers any injury or accident involving the direct care worker while working in my home.

Signature of Client or Client's Representative

Date

Signature of Representative of CareSphere

Date

SECTION IX. KEEP YOUR HOME & VALUABLES SAFE AGREEMENT

Keeping Your Home and Valuables Safe Agreement

With age, many people become increasingly more dependent on other people to assist them. Whether it is someone providing maintenance on your home, delivering medicine, or delivering a meal, people unfamiliar to you are coming in contact with your home and valuables. By following this list of suggestions, you can keep your home and valuables safe.

- Limit the number of credit cards in the home. It is not enough to cut them up. Contact each creditor and tell them to cancel the account. A thief can easily get access to a client's credit card account number from an old statement and use it to make purchases.
- Decrease the number of pre-approved credit cards mailed to the home. Call 1-888-5-OPT-OUT to opt out of receiving pre-approved credit cards in the mail. This is a free service offered by the federal government.
- Instruct credit card companies to stop sending advance checks in the mail. You have to tell credit card companies to stop or they will keep mailing them.
- Conduct a credit check of the client's account every three months. The federal government is now mandating that everyone have access to a free credit report yearly. To access free credit reports, go to: <https://www.annualcreditreport.com/cra/index.jsp>. Also, for about \$20 a year, some companies will alert you when there is activity on your account.
- Remove deposit slips from check books. Deposit slips contain your account number. It is a good idea to monitor your checking accounts regularly for any unusual activity.
- Keep cash to a minimum. You will need only enough cash for basic expenses, such as groceries or medications. Fill out a money exchange form each time you exchange money with your caregiver. This form serves as a tracking mechanism and an audit tool to research any discrepancies.
- Keep financial responsibilities and caregiving duties separate. Please have a family member take care of the financial responsibilities so that your caregivers can focus solely on providing you with the best quality of care. Caregivers coming into the home should not have access to the client's checking account or credit cards.

CareSphere takes every precaution to avoid occurrences of theft in the home. If you believe theft has occurred by an employee of this agency, please contact our office. CareSphere will not reimburse the value of a stolen item without a police conviction stating that our employee was responsible for the theft. By signing below, you acknowledge the above safety suggestions for keeping your home and valuables safe and acknowledge your understanding of CareSphere's theft policy.

Client Signature

Date

Witness Signature

Date

SECTION X. WAIVER FOR TRANSPORTATION



DRIVER WAIVER AND RELEASE FROM LIABILITY AND INDEMNITY HOLD HARMLESS AGREEMENT

(This is a release, please read before signing)

I, _____, on my behalf and on behalf of my heirs, and/or personal representatives hereby release and hold harmless CareSphere LLC and its employees from and against any claim for injury, including death, or loss or damage to my personal property that may be sustained by me from and during the aide transporting me for errands.

This release extends to any and all claims I have or may have against the released parties, even if such claims result from strict liability or negligence on the part of any or all of the released parties.

If any provision of this waiver and release shall be declared by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of this waiver and release shall not be affected thereby, and shall be enforced to the fullest extent permitted by law.

By signing below, I disclose that I have read, understand, and agree to the terms and conditions stated herein.

Signed: _____

Date: _____

SECTION XI. ACKNOWLEDGMENT OF RECEIPT OF CLIENT INFORMATION



Acknowledgement of Receipt

Licensing regulations as well as certification and accreditation standards require that home care agencies provide their clients with basic information regarding those areas that directly affect the client's welfare. In addition to the information listen on the Client Service Agreement, you are now receiving all of the materials listed below.

By signing this form, you are agreeing that you have been informed of and have received the client information booklet which includes a copy of:

1. The agency's **Hours of Operation**;
2. The **Client's Financial Responsibility**, if applicable;
3. Information on **Home Care Safety**;
4. Tips on **Infection Control issues**, also known as **Standard Precautions**;
5. **Automated Time and Attendance System** information;
6. The individualized **Client Service Agreement** which was reviewed and signed separately;
7. The Statement of **Client Rights and Responsibilities**; and the
8. Notice of Privacy Practices (**HIPAA / Confidentiality Statement**)

Signature: _____ Date: _____

If personal representative – Name: _____

Relationship to Client: _____

Reason Client did not personally sign: ☐ Client unable to sign due to illness
☐ Client unable to sign due to physical disability

Explain: _____

☐ Other _____

Name of CareSphere Representative: _____

Signature of CareSphere Representative: _____



START YOUR JOURNEY

BACK TO HEALTHY
LIVING WITH US

WELCOME TO THE
CARESPHERE FAMILY



1 EAST BROAD STREET, SUITE 430, BETHLEHEM, PA 18018

556 MAIN STREET, SUITE 11, STROUDSBURG, PA 18360

16 NORTH FRANKLIN STREET, SUITE 302, DOYLESTOWN, PA 18901

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