



## Island Home Nursing

POB 695, Freeland, WA 98249 360-331-7441 or 360-678-4090

**\*\*\*\*PLEASE FILL OUT, SIGN, AND RETURN THIS COPY\*\*\*\***

***Within five days of receiving***

### Home Care Agreement

**Hourly Rates** We have a two-hour minimum.

<b>Personal Care Aide (PCA)</b>	<b>\$19.15/hr</b>
<b>Home Health Aide (HHA)</b>	<b>\$20.20/hr</b>
<b>Sleepover</b>	<b>\$120.00/ 8 hour shift</b>

This agreement is entered into between Island Home Nursing, Inc., hereinafter referred to as IHN, and \_\_\_\_\_, hereinafter referred to as "Client". It is agreed as follows:

The Client hereby retains IHN to furnish to the Client In-Home Care Services provided by IHN employees, hereafter referred to as caregivers or employees. This agreement can be cancelled by either party at any time for any reason. The services to be provided are detailed in the Plan of Care. By signing this document you verify that you have received and approved the Plan of Care. If the client's condition or needs change, please let us know so we can revise the Plan of Care.

**Sleepover:** For clients who need brief minor assistance at night, such as occasional help to the bathroom. The employee can sleep when not assisting the client. The employee should be awake no more than 2 of the 8 hours and must be able to sleep at least 3 hours consecutively at some time during the night. If these conditions are not met, the client will be charged the hourly rate.

**Transportation:** Our employees can run errands or provide transportation. Only certain employees are allowed to transport clients. If you need transportation and aren't sure whether the employee scheduled can drive you, call us a week in advance so we can make sure your caregiver can do the driving. Any employee can do errands, as long as you are not in the car. You will be billed \$.65 a mile for mileage reimbursement. The employee cannot ride as a passenger in a car driven by others. IHN is released from any liability created by an employee driving.

**Scheduling:** Please do scheduling changes through the office. You are free to increase or decrease the hours of service at any time. **However, if you cancel a shift within 24 hours of the time the work was to start, you will be charged for 2 hours.** Use our paging system to contact us outside of office hours. While IHN strives to cover all requests for help, on rare occasions it may not be able to cover a request.

**Billing:** Please do not pay our employees directly. Bills are payable within 10 days. We normally bill twice a month, but if you have special billing needs, please let our bookkeeper know. If any governmental agency or other organization may be paying a portion or all of such expenses, Client authorizes and directs that such payments be made directly by such organization directly to IHN. In the event any portion of service fee is not reimbursed by insurance or other payment, Client understands that he/she shall be responsible for the balance. If this agreement is signed by other than the person for whom services are provided, such person obligates him or herself individually for the payment of the fees provided for. **\*\*\*If an insurance company will be involved, read "IMPORTANT INSURANCE DISCLAIMER" on the back of the Release of Information form.\*\***

**Care Providers:** IHN will provide caregivers who specialize in the delivery of personal care and chore services. The caregivers are not licensed nurses, physical therapists, or social workers. The caregivers are intended to provide personal services on a competent and professional basis, but are not intended as a substitute or alternative for normal or regular medical care and treatment. In the event of medical problems, the employee will contact the IHN office, which will notify the client, family, or alternate decision makers of the problem. If it seems prudent, the IHN office may contact the client's physician as well. However, case management services, including the responsibility for management of medical problems, are not included in this agreement. If case management services are desired, a separate agreement must be signed. In event of medical emergencies, caregivers will attempt to secure immediate medical assistance and furnish such aid and assistance as they may be individually qualified or trained to perform and are physically able to do. No

representation is made, however, that caregivers have individualized emergency medical care training or qualifications.

**Holidays:** We are happy to provide services on these holidays at 1 ½ the regular rate:

Easter	July 4	Thanksgiving	Christmas Day	New Year's Day
Memorial Day	Labor Day	Christmas Eve after 3pm	New Year's Eve after 3pm	

**Deposit:** If a large number of hours are needed, a deposit may be required. This deposit will be credited to the account at the end of the job or after two months, whichever is less.

**Bonding:** Employees are not authorized to accept or have custody of client valuables or credit cards. The client is responsible for requesting receipts and keeping track of money given to employee. Client waives any right to set off against amounts due to IHN the amount of such cash or other items advanced to employees. If you notice such a loss, you must report it within 14 days of the time that you notice it, or IHN will not be responsible for claims against its Fidelity Bond.

**Responsibilities and Feedback:** In this paragraph, "employee" refers to current and former employees. Client and substitute decision makers agree to treat our employees with respect. Client and substitute decision-makers agree not to give or loan employee's money or goods, including testamentary gifts. They also agree not to have IHN employees perform services for client or family, whether paid or unpaid, outside of the hours provided by IHN. This provision applies during the time the employee is working for the client through IHN and for a period of six months thereafter. If you have any problems with IHN services, please call the office. You can trust us to problem solve in an appropriate way. Island Home Nursing does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

**Default By Client:** If the Client shall default in the payment of any sum of money due and owing hereunder beyond the 15<sup>th</sup> day after mailing by IHN of written invoice, or is unable to meet Client's obligations as they become due, or is the subject of any proceeding under the Bankruptcy Act, or becomes insolvent, or if any substantial part of client's property becomes subject to levies, seizures, assignment, application or sale by any credit or governmental agency, then IHN shall have the right to immediately terminate this agreement. The Client, in addition to his/her other obligations under this agreement, shall pay to IHN all costs and expenses, including reasonable attorney's fees, incurred by IHN in enforcing any of the terms, conditions or provisions of this agreement.

**Enforcement:**

The Parties agree to act in good faith and use their best efforts to negotiate a mutually agreeable resolution to any problem that arises. If, after negotiations made in good faith, the Parties are still in disagreement, the controversy or claim arising resolved by Arbitration in accordance with the Revised Code of Washington, Chapter 4.07, as now in effect or as hereafter amended (RCW 4.07). If the parties cannot agree on an arbitrator within (30) days of the arbitration request, an arbitrator will be appointed as provided in RCW 4.07. The arbitration will be binding upon the parties and the arbitrator shall abide by the rules of procedure found in RCW 4.07, to include allowance of evidence, witnesses and discovery. The party who substantially prevails shall be awarded attorneys' fees and the costs of arbitration.

In lieu of binding arbitration, the Parties may agree to non-binding mediation. If the Parties agree to mediation, the cost of the mediator will be borne equally by the Parties. The parties shall exchange names of proposed mediators until they have agreed upon one mediator. If the parties are unable to agree on a mediator, or are unable to reach settlement during mediation the dispute will be resolved through binding arbitration as outlined immediately above.

Send bill to: \_\_\_\_\_

Deposit of \$ \_\_\_\_\_ received on \_\_\_\_\_

\_\_\_\_\_  
IHN Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client or Authorized Representative

\_\_\_\_\_  
Date

NAME: \_\_\_\_\_  
Last First Middle

**CONSENT TO OBTAIN OR RELEASE INFORMATION**

IHN must have signed consent to use or disclose PHI (Protected Health Information) for anything other than treatment, payment, or healthcare operations. The PHI held at IHN include all information in the office chart, including, but not limited to, Plan of Care, Progress Notes, Service Plans, and Home Visit Notes. The PHI is used/ disclosed by schedulers (to orient employees to the client's needs), Clinical Supervisor (to discuss client needs/problems with employees and schedulers), by the Bookkeeper to provide information needed by payers, and by the Administrators to assist/troubleshoot all the previous functions as needed. IHN does not use/disclose PHI to third parties for marketing, and does not gain financially from any disclosures. Unless the client or authorized representative states otherwise, IHN assumes you consent that Case Managers, family members or others identified by you as important may be informed as to your location, condition, or death. Client agreement is not required to use/disclose PHI for public health activities related to disease prevention or control, to report victims of abuse, neglect, or domestic violence; for health oversight activities such as audits; for coroners, medical examiners, funeral directors, or certain research purposes; or to avert a serious threat to health and safety. This consent shall be valid for no more than 1 year from the date of signing or the length of time the above is a client of Island Home Nursing and extending past date of discharge until any outstanding insurance questions have been settled, whichever is less. I understand that I have the right to withdraw this authorization at any time, except to the extent that action has already been taken.

\_\_\_Yes \_\_\_No In addition to the above, client or representative authorizes Island Home Nursing and:  
( ) Home Health Care of Whidbey General Hospital., if they are involved  
( ) My doctor or other health provider

to exchange information for the purpose of coordinating care. I understand I that I am not obligated to this consent as a condition of being served by Island Home Nursing.

\_\_\_\_\_  
Staff Member Client or Authorized Representative Date

**ADVANCE DIRECTIVES INFORMATION**

Does Client have a living will? \_\_\_\_\_ yes \_\_\_\_\_ no

Does Client have a Durable Power of Attorney for Health Care? \_\_\_\_\_ yes \_\_\_\_\_ no

Was Client given copy of Advance Directives information? \_\_\_\_\_ yes \_\_\_\_\_ no

If not, why? \_\_\_\_\_

Nurse Sign: \_\_\_\_\_

Date: \_\_\_\_\_

**IF CLIENT IS COVERED BY INSURANCE, PLEASE READ BACK PAGE.** 

**IMPORTANT INSURANCE DISCLAIMER & WARNING**

Our services are not covered under Medicare or Medicare supplements, but some clients may have other insurance policies to cover our services. If the client has insurance other than Medicare that you would like us to investigate coverage, please fill out the information below.

IHN has no blanket policy that we will or will not expect payment from the client pending reimbursement by the insurance company. Each case is decided individually, based on various factors, including but not limited to such as our experience with a particular company, the policy itself, the amount of money involved, etc. In no case, however, are we able to carry unpaid balances for an extended period of time. IHN reserves the right to ask for payment in full from the client at any time. If the insurance fails to cover our services, the client or other responsible party is responsible for payment of the bill.

Insurance companies vary greatly in how easy they are to work with. We are willing to do a fair amount of calling and legwork, but if the company proves to be exceptionally time-consuming and exasperating to deal with, we will probably ask the client or family to take over the billing process. In any case, we are more than willing to provide any paperwork or documentation needed from us.

**AUTHORIZATION TO PAY INSURANCE BENEFITS**

I authorize the insurance company(s) and other third party payers to pay insurance benefits directly to Island Home Nursing. I understand that in the event I have no insurance coverage, I am personally responsible for payment. I also understand that I am responsible for any charges not covered by my insurance company.

Name of Subscriber: \_\_\_\_\_

SS No. of Patient: \_\_\_\_\_ SS No. of Subscriber: \_\_\_\_\_

Insurance Co Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Insurance Group and Policy Number: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Staff Member (Witness)

\_\_\_\_\_  
Other Authorized person/relationship

**BILL OF RIGHTS**

**The client has a right to:**

- A listing of the services offered by the agency and those being provided;
- The name of the person supervising the care and the manner in which that person may be contacted;
- A description of the process for submitting and addressing complaints;
- Submit complaints without retaliation and to have the complaint addressed;
- Be informed of the state hotline number;
- A statement advising the person or representative of the right to participate in the development of the plan of care.
- A statement providing that the person or representative is entitled to information regarding access to the department’s registry of providers and to select any licensee to provide care, subject to the patient’s reimbursement mechanism or other relevant contractual obligations;
- Be treated with respect, courtesy, privacy, and freedom from abuse and discrimination;
- Refuse treatment or services;
- Have property treated with respect;
- Have patient personal information and records be confidential;
- Be cared for by properly trained staff and coordination of services;
- A fully itemized billing statement upon request, including the date of each service and the charge;
- Be informed about advanced directives and IHN’s responsibility to implement them.

**PRIVACY NOTICE**

**The client has a right to:**

- Receive a Privacy Notice at the time of first delivery of service
- Restrict use and disclosure of Protected Health Information (PHI), although IHN is not required to agree
- Inspect, correct and amend PHI and obtain copies, with some exceptions
- Request a history of non-routine disclosures for six years prior to the request
- Contact the Privacy Officer, Sharon Emerson regarding any privacy concern or breach of privacy within IHN. You can also contact the federal Dept of Health and Human Services at 1-877-696-6775.
- Have PHI communicated to them by alternate means and at alternate locations to protect confidentiality

**CLIENT GRIEVANCE PROCEDURE**

- Step 1: If you have a complaint about homecare service, call (360) 331-7441 or (360) 678-4090. Jeanne Lepisto or Sharon Emerson will respond to your complaint.
- Step 2: If you are still not satisfied, you have the right to a hearing before the service provider regarding eligibility, service delivery, and service satisfaction issues. All client grievances must be submitted in writing to the service provider: Island Home Nursing, PO Box 695, Freeland, WA 98249. A hearing date shall be established within 15 days of receipt of the grievance. All parties who will participate in the hearing shall be notified in writing of the hearing date within 5 days of the hearing. Written response to all parties shall be made within 15 days of the hearing.
- Step 3: If you are NOT a COPES Program client, proceed to step 4. If you are a COPES client, and you are not satisfied with the results of the hearing at the service provider level, you may request an investigation by the Northwest Area Agency on Aging. Call (360) 676-6749 or (800) 585-6749. Kim Dooley, the AAA Staff Contact, will respond to your complaint.
- Step 4: If you are still not satisfied, you may request a local/regional hearing and potentially a state level hearing. The state hotline number is (800)-633-6828.

\_\_\_\_\_  
Client or Authorized Representative

\_\_\_\_\_  
Date