



caring.utah@gmail.com p 801.574.4420 f 877.372.0056 po box 184, Riverton UT 84065

Client Care Plan

| | | |
|---------------------|------------------------------|------------------------------------|
| Date of assessment: | Person Providing Assessment: | Previous Provider (if applicable): |
|---------------------|------------------------------|------------------------------------|

| | | |
|---|-------------------|-------------|
| Circumstance of Interview: Initial or Modification Assessment or other (describe) | Updated Care Plan | DNR: Yes No |
|---|-------------------|-------------|

| | | | | |
|------------|-------------|----------------|--|------|
| Last Name: | First Name: | Middle Initial | <input type="radio"/> female <input type="radio"/> male | Age: |
|------------|-------------|----------------|--|------|

| | | |
|----------|---------------|-----------|
| Address: | City & State: | Zip Code: |
|----------|---------------|-----------|

| | | |
|------------|---------------|------------------------|
| Home Phone | Date of Birth | Social Security Number |
|------------|---------------|------------------------|

NEGOTIATED SERVICE AGREEMENT

| | | |
|------------------|------------------------------|----------------|
| Amount of Hours: | Days of Week: S M T W TH F S | Specific Time: |
|------------------|------------------------------|----------------|

| | | | | |
|------------------|-----------------|-------------------------|------------------------|-------------------------|
| handicapped: Y N | Wheelchair: Y N | Walker: Y N | Medication Remind: Y N | Meals: B L D |
| Smoker: Y N | pets: Y N | Medication pick up: Y N | Owes working auto: Y N | Able to dress self: Y N |

| | |
|-----------------------|--|
| Meal Preparation: | |
| Eating meals: | |
| Toileting: | |
| Mobility: | |
| Transferring: | |
| Personal Hygiene: | |
| Bathing: | |
| Transportation: | |
| Finance: | |
| Shopping: | |
| Laundry: | |
| Housework: | |
| Medication: | |
| Special Instructions: | |

CLIENT ACKNOWLEDGEMENT

Client acknowledges participation in planning their schedule and has been informed about the Privacy practices and Patient Rights and Responsibilities, and has received a copy of this notice.

| | |
|-------------------------------|-------|
| client signature or designee: | Date: |
| Company representative: | Date: |



Emergency Procedures

The area shall be secured. Caregiver will call 911 and/or other applicable emergency numbers:

Caregiver will call Caring Hearts of Utah at 801-574-4420

Caring Hearts of Utah will call the family with status and disposition of the emergency. (This is why the client's family information must remain current).

Note: DNR (Do not resuscitate) Orders should be prominently displayed and made available to emergency and other personnel immediately upon their arrival.

In case of abuse, neglect, or exploitation call Area Agency on Aging at (801) 468-2454.

18 & older call Adult Protective Services at (800) 678-9399



Level of Care Statement

To whom it may concern:

Upon observation, I have found

_____, who lives at _____,

_____ to required assistance which does not exceed the level of personal services.

Signed,

Name and professional designation

Date

Phone number



Client Bill of Rights

As a Client of Caring Hearts of Utah, you have rights which include, but are not limited to the following:

1. To be informed of rights and obligations prior to admission.
2. To be informed of all services offered by Caring Hearts of Utah prior to admission.
3. Advised of the services and procedures to be provided by Caregiver prior to services being received.
4. Honest, ethical relationship with Caring Hearts of Utah
5. The agency and its employees will protect and promote these rights for every client.
6. Courteous, respectful treatment, privacy and freedom from abuse and neglect.
7. Free from discrimination because of race, creed, color, sex, national origin, religion, sexual orientation and diagnosis.
8. To be assured that personnel who provide care demonstrate competency through education and experience to carry out the services for which they are responsible.
9. The right to receive proper identification from the individual providing personal care services.
10. His/Her property is to be treated with respect.
11. Confidentiality with regards to information about his/her health, social and financial circumstances.
12. Confidentiality concerning what takes place in his/her home
13. Information will only be released with his or her prior consent, and the consent may be revoked at any time in writing from the client.
14. Upon written request to access information in his/her own record the agency shall provide such access within 48 hours of the request being received by the agency.
15. Voice opinions and grievances regarding services provided that is, or fails to be provided, or lack of respect for property by anyone who is providing services on behalf of the agency

16. If the client or family member has a concern that is not promptly resolved after speaking with Caring Hearts of Utah, they may file a grievance. The grievance may be written or verbal and should be direct to:

Caring Hearts of Utah
4963 W River Chase Rd
Herriman UT 84065

17. All complaints made by a client or client's family/guardian/advocate regarding care services that are or fail to be furnished, or anyone who is providing services on behalf of Caring Hearts of Utah, must document both the existence of the complaint and the resolution of the complaint.
18. To be informed of the Caring Hearts of Utah decision and right not to provide services to, or discharge any client whose environment, refusal of services offered, or other factor preventing the ability of providing safe care.
19. In accordance with Utah Dept of Health Rule R435-725-12(3)(d) as the client, you have the right to be afforded the opportunity to participate in the planning of personal care services, including referral to health care institutions or other agencies, and to refuse to participate in experimental research.
20. To be fully informed of services and related charges for which the client or a private insurer may be responsible, and to be informed of all changes in charges.
21. To be informed of any changes in the Care Plan that has been initiated by Caring Hearts of Utah.
22. Client has the right to refuse services.
23. Client has the right to terminate services at any given time.

I have read and understand "Client Rights" as described above. I have had the opportunity to ask questions and have them explained to me.

Client Signature/Responsible Person

Relationship

Date

Caring Hearts of Utah administrator or designee

Position

Date



Notice of Privacy Practice

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.

Caring Hearts of Utah understands that your medical and health information is personal. Protecting your health information is important. We follow strict federal and state laws that require us to maintain the confidentiality of your health information.

Uses and Disclosures:

Treatment

Your health information may be used by Caring Hearts of Utah or disclosed to other healthcare professionals or emergency personnel for the purpose of evaluating and providing treatment.

Payment

Your health information may be used to seek payment from other sources of coverage such as from long term care insurance that you may allow to pay for services. For Example, your health plan may request and receive information on dates of service, the services provided, and the medical condition being treated.

Health Care Operations

Your health information may be used as necessary to support the day-to-day activities and management of Caring Hearts of Utah. For example information on the services you received may be used to support budgeting and financial reporting, and activities to evaluate and promote quality care.

Law Enforcement

Your health information may be disclosed to law enforcement agencies to support government audits and inspections, to facilitate law-enforcement investigations, and to comply with government mandated reporting.

Public health reporting

Your health information may be disclosed to public health agencies as required by law. For example, we are required to report certain communicable diseases to the state public health department.

Other uses and disclosures require your authorization

Disclosure of your health information or its use for any purpose other than those listed above requires your specific written authorization. If you change your mind after authorizing a use or disclosure of your information you may submit a written revocation of the authorization. However, your decision to revoke the authorization will not affect or undo any use of the disclosure of information that occurred before you notified us of your decision to revoke authorization.

Individual Rights

You have certain rights under the federal privacy standards. These include:

- The right to request restrictions on the use and disclosure of your protected health information.
- The right to receive confidential communications concerning your medical condition and treatment.
- The right to inspect and copy your protected health information.
- The right to amend or submit corrections to your protected health information.
- The right to receive an accounting of how and to whom your protected health information has been disclosed.
- The right to receive a printed copy of this notice.

Caring Hearts of Utah Duties

We are required by law to maintain the privacy of your protected health information and to provide you with this notice of privacy practices.

We also are required to abide by the privacy policy and practices that are outlined in the notice.

Right to Revise Privacy Practices

As permitted by law, we reserve the right to amend or modify our privacy policies and practices. These changes in our policies and practices may be required by changes in federal or state laws and regulations. Upon request, we will provide you with the most recently revised notice. The revised policies and practices will be applied to all protected health information we maintain.

Requests to Inspect Protected Health Information

You may generally inspect or copy the protected health information that we maintain. As permitted by federal regulation, we require that requests to inspect or copy protected health information be submitted in writing. You may obtain a form to request access to your records by contacting Caring Hearts of Utah. Your request will be reviewed and will generally be approved unless there are legal or medical reasons to deny the request.

Complaints

If you would like to submit a comment or complaint about our privacy standard, you can do so by sending a letter outlining your concerns to:

**Caring Hearts of Utah
4963 W River Chase Rd
Herriman UT 84096**

If you believe that your privacy rights have been violated, you should call the matter to our attention by sending a letter describing the cause of your concern to the same address. You will not be penalized or otherwise retaliated against for filing a complaint.

I have been given the opportunity to review the Notice of Privacy Practices for Caring Hearts of Utah and have an understanding of their purpose.

Client Signature

Date

Caring Hearts of Utah Representative

Date

Client last name: _____



Service Agreement

This agreement sets forth the terms of our engagement and the nature of our services to be provided and your responsibilities in connection with such services.

Caring Hearts of Utah is a provider of non-medical, in-home care to the elderly who require assistance with their daily living activities. You wish to engage Caring Hearts of Utah to provide at your home during prescribed times mutually agreed upon in advance to perform certain tasks as more fully described below:

- Companionship and friendly conversation
- Meal preparation
- Light Housekeeping
- Shopping and/or errands
- Medication reminders
- Other reasonable tasks as requested

Our fees are generally based on the amount of hours worked at the rate of \$ _____ per hour, or the daily rate of \$ _____ per day, plus out-of-pocket expenses. Our fees and expenses are billed on a monthly basis and payable upon receipt of the invoice. If the care involves weekends, overnight or live in shifts the hourly rate will be adjusted accordingly on an agreed upon basis. We have the absolute right, without limitation or penalty; to stop all work in the event there are disputes and/or delinquent fees due us.

In order to begin work in your home and pay caregivers timely, we will require the first month of service paid in advance. \$ _____. This amount will be refundable and credited against any fees due should our services no longer be required, assuming the minimum of 14 days have been completed. This amount represents an estimate of our fees for the first month of service to you. Should your loved one pass away before all pre-paid days of care are used, the unused days will be refunded to the family (minus the required 10 day minimum). We will render monthly statements to you indicating the current status of your account, both for services rendered and for costs incurred on your behalf. The amounts shown on these statements shall be due and payable immediately and shall be considered delinquent 15 days after the date of the statement. Federal and State holidays will be billed at time and a half. Additionally, if at any

Client last name: _____

point you hire our caregivers directly, you agree to pay a \$15,000. or 6 months of billable services (whichever is greater) as a finders fee to Caring Hearts of Utah.

You authorize the use of your automobile, if applicable, for errands and incidental transportation in connection with our caregiver services and agree to carry insurance and a valid driver's license if you are the driver. We also agree that Caring Hearts of Utah will be appropriately insured and licensed.

Should a client require the assistance of 2 caregivers at a time (instead of 1), the client/family will be notified for approval before additional caregiver assistance is given, upon written approval from client/family, said additional caregiver charges will be reflected on future invoices.

A 30 Day Notice shall be given prior to a change in base charges.

The term "shift work" refers to the amount of time agreed upon in the care plan for the client. If the "shift" is a 24 hour period, as in the case of live-in caregivers, any portion of a day when care is given will be included on the monthly invoice as "1 shift".

In compliance with Labor laws, the caregiver must be able to have at least 6 hours of continuous sleep in order to charge the daily rate instead of the hourly rate. If the caregiver is not able to have 6 hours of continuous sleep, due to additional needs of the client, the rate for that day will be hourly instead of daily.

Either party may cancel this Agreement at any time with two weeks advance notice to the other party. This does not apply to emergency medical situations such as hospitalization. If services are interrupted in any way for vacations, etc., you agree to give us two weeks notice. If a caregiver is abused, either verbally or physically, we reserve the right to end service immediately.

We Appreciate the opportunity to be of service to you and look forward to a long lasting relationship.

The foregoing is in accordance with our understanding and we hereby agree to its terms and conditions.

Client Signature

Date

Email (option for receiving invoices through email)

Caring Hearts of Utah representative Signature

Date