

Oregon In-Home Care Agency
AGENCY DISCLOSURE STATEMENT

Purpose: The purpose of this Disclosure Statement is to provide you with information about our in-home care agency, **At Your Home Care, LLC**. The Oregon Department of Human Services requires all in-home care agencies (IHCA) to provide you with a Disclosure Statement. This Disclosure Statement is not intended to substitute for talking with representatives of our agency.

Agency Information:

You may talk with our agency owner or on-call manager **24 hours per day, 7 days per week** at:

Agency Name: At Your Home Care, LLC.

Address: PO Box 16297

Portland, OR 97292-0297

Telephone No.: 503.760.1832 . . . during business hours

On - Call No.: 503.781.1451 . . . after business hours and on holidays

Business hours are Monday-Friday, 8:00am - 5:00pm

Fax No.: 503.760.7879

E-Mail Address: homecare@teleport.com

Website Address: www.AtYourHomeCare.com

License No.: 15-2032

Owner: David L. Ehret, President/Administrator

Our Commitment: **“Caring** is at the heart of everything we do !”

Professional Memberships: National Hospice & Palliative Care Organization (NHPCO)

Oregon Health Care Association (OHCA)

Scope of Practice:

At Your Home Care, LLC., (AYHC), a locally owned home based for profit corporation, has been providing trained caregivers since 1997 to care for adults who are medically stable and whose condition follows a predictable course. Should our client’s medical condition become unstable or unpredictable, our client will be referred to his/her primary care practitioner (PCP) for evaluation and treatment. When this situation occurs, AYHC caregivers may continue to care for our client. However, the oversight of the client’s service/care plan must be managed by our client’s PCP or by a visiting nurse, who reports to our client’s PCP. Should our client’s medical condition improve so that the course of the disease is again stable and predictable, AYHC may once more manage our client’s service/care plan.

Client Records:

The Department of Human Services has the authority to examine your records, to include those containing confidential medical information, as part of the Department’s evaluation of our agency.

Client Acknowledgment:

I have received and reviewed a copy of the Disclosure Statement for At Your Home Care, LLC., which contains a statement of clients’ rights.

Client or Responsible Party Signature	Relationship to Client	Date
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Description of Services:

We personalize our services so that our clients can continue to live safely in their homes to enjoy a **quality of life** that preserves their **dignity**, promotes their **independence** and provides for their **mobility**. Our services include:

Personal Care Services (ADLs)

- ♥ Mobility, Movement & Exercise
- ♥ Bathing
- ♥ Personal Grooming & Hygiene
- ♥ Dressing
- ♥ Toileting & Elimination
- ♥ Nutrition/Hydration and Feeding (Meal Planning & Preparation)

Household & Other Supportive Services

- ♥ Light Housekeeping (dishes and garbage)
- ♥ Laundry (make bed, change bed linens)
- ♥ Shopping and Errands
- ♥ Transportation and Escort
- ♥ Appointment Scheduling
- ♥ Companionship/Activities
- ♥ Pet Care

Nursing Services

- ♥ Assessment
- ♥ Monitoring
- ♥ Teaching or Delegation of special tasks of nursing care

Medication Services

- ♥ Medication Reminders
- ♥ Medication Assistance
- ♥ Medication Administration
- ♥ Medication Management (set-up)

In addition to the above services, our caregivers often provide our clients with **end-of-life care**, which normally consists of personal care and medication services. End-of-life care may also include household services, although it is less likely. When we provide our clients with end-of-life care, the oversight of the client's service/care plan is managed by hospice.

Care management may be provided by one of our client care coordinators or by our registered nurse (if complex medical regimes are required). Care management is client care coordination and supervision. This service is often helpful to absentee families, guardians and trust officers.

In addition to end-of-life care and care management, the following special programs are offered:

- ♥ **24 hour and overnight care**
- ♥ **Dementia care** (memory loss)
- ♥ **"Absentee family" care**
- ♥ **Respite care** (relief for the family caregiver)
- ♥ **Transition care** (for those recovering at home and not in the hospital)
- ♥ **Long term care insurance.** We prepare your claim, submit your claim and accept payment from your insurance company.

When we provide **light housekeeping services**, our caregivers focus daily on the client's bedroom, his/her bathroom and the kitchen. Our caregivers clean the other rooms in the home on a weekly or bi-weekly schedule as directed by our client. AYHC does not provide heavy or deep clean services; nor do we offer light housekeeping services without delivering other services.

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Description of Services: (continue)

Our caregivers can remind our clients to take their medications. However, the client remains responsible for taking his/her medications and for the set-up of his/her medications. This medication service is named **medication reminders**.

Our caregivers can assist our clients with the self-administration of non-injectable medications, provided that our client is able to self-direct his/her caregiver to administer his/her medications. This medication service is named **medication assistance**. Prescription medications must be administered from the original container. Oversight of our caregivers, who provide medication assistance, is by their supervisor. Our caregivers are trained and qualified by our registered nurse to provide medication assistance services.

Our caregivers can administer medications to our client or directly supervise our client to take his/ her medications from the original container and/or from a closed secondary medication container that is designed and manufactured for this purpose, provided that our client is unable to self-direct his/her caregiver to administer his/ her medications. This medication service is named **medication administration**.

Our caregivers can set-up our client's medications from the original containers into closed secondary containers designed and manufactured for this purpose for up to seven days in advance. This medication service is named **medication management (set-up)**.

Our caregivers are trained and supervised by our registered nurse to provide medication administration and set-up services. Our registered nurse will conduct and document a supervisory visit to our client's home at least once every 90 days when medication administration and set-up services are provided.

Some clients may benefit from the **nursing services** provided by our registered nurse, who serves as our Clinical Director. Her duties as our Registered Nurse include, but are not limited to, the following:

- ♥ Assesses the health condition and health care needs of our clients.
- ♥ Monitors our clients' health condition and initiates actions in response to changing needs.
- ♥ Monitors medication administration and set-up.
- ♥ Participates in the development of client service/care plans, when appropriate.
- ♥ Obtains medication and treatment orders.
- ♥ Provides teaching or delegation for clients with stable and predictable health conditions, i.e. blood glucose monitoring, subcutaneous injections.
- ♥ Conducts observation, inspection and supervisory visits.

By the way, we employed a Registered Nurse before there was any requirement to do so. (In-home care agencies [IHCA] are required as of February 1, 2003 to employ a Registered Nurse when the agency provides medication or nursing services.)

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Caregiver Qualifications, Screening and Training:

Our caregivers are required by us to be Certified Nursing Assistants (CNA), nursing assistants (NA) or to have 6 months or more experience supervised by a registered nurse in a facility setting or an equivalent combination of education and experience. Our caregivers must have a high school diploma or a general education degree (GED). CNAs and nursing assistants have completed the 150 hour curriculum of classroom study and clinical experience prescribed by the Oregon Board of Nursing.

By the way, in-home care agencies (IHCA) are not required to employ Certified Nursing Assistants (CNA). However, we do employ CNAs.

Because we are committed to providing quality care in a healthful and safe work environment, applicants for caregiver assignments are screened as follows. They:

1. Are **interviewed by telephone**.
2. Are **interviewed in person**, if they successfully complete the telephone interview.
3. Take a **pre-employment drug screening test** and agree to take other types of drug screening tests during employment, i.e post accident, probable cause, random selection, etc. An applicant is disqualified if his/her drug screening test is positive.
4. Authorize us to obtain a **criminal conviction record** at the time of hire for the previous 7 years and every two years thereafter. Our investigator searches for criminal convictions in every state and county in which the applicant has lived for the past 7 years or 2 years respectively. Generally, an applicant who has a criminal conviction history as an adult is disqualified.
5. Authorize us to obtain a **driver license record** at the time of hire for the previous 10 years and every year thereafter. An applicant is disqualified if:
 - a. His/her driver license has expired or been suspended.
 - b. He/she has 4 or more moving violations in the past 3 years.
 - c. One or more major convictions in the past 7 years. (drunk, drug or reckless)
 - d. Two or more chargeable accidents in the past 3 years.
6. Authorize us to obtain **former employer references**.
7. Authorize us to verify licenses and certifications.

In addition to the above screens, we search for caregivers who we would assign to care for our co-founder, Donna White (1937 - 2000). Donna was medically retired in her 30th year as a successful elementary school teacher because she became legally blind due to acute diabetes. Soon thereafter, she lost her kidneys. Obviously, she needed help. She described a world class caregiver, someone that she would want to care for her, as someone where “**caring** is at the heart of everything that they do,” “who supports me with the **understanding** and **encouragement** of someone with special needs” and “that I can **trust** in my home.” These are the qualities, among others, that we look for in caregivers during the interview process.

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Caregiver Qualifications, Screening and Training: (continue)

All caregivers are required to satisfactorily complete 26 hours of **new hire training**. The new hire training requirements are:

1. New Hire Orientation - 8 hours
2. Caregiver Basic Training - 5 hours
3. Medication Services Delivery Training - 3 hours
4. Diabetes Training - 1 hours
5. Dementia Training - 2 hours
6. Cardiopulmonary Resuscitation (CPR) Certification - 3 hours
7. First Aid Certification - 4 hours

In-home care agencies are not required to employ caregivers who are CPR and first aid certified. However, we require that caregivers be certified in CPR and first aid.

In addition to the new hire training described above, caregivers are required to attend mandatory **in-service training**, which is conducted at least annually, and are encouraged to attend **seminars** that enhance their ability to care for our clients.

Besides the classroom training enumerated above, the Registered Nurse may conduct **teaching and delegation training** in the client's home. The RN may teach caregivers to perform basic tasks of nursing care that do not require delegation because the tasks are universal to client care. The RN may also delegate caregivers to perform special tasks of nursing care that are specific to the client only. Delegated tasks include, but are not limited to: catheter care, colostomy care, wound care and medication administration. Whether the tasks are delegated or not, each caregiver must demonstrate appropriate and safe techniques in the provision of the tasks.

Finally, caregivers are oriented to their client's service/care plan prior to their first visit with their client and when the service/care plan is updated. (**service/care plan orientation**) Usually, the agency representative who participated in the free consultation orients the caregivers to the client's service/care plan because he or she brings each caregiver to the client's home for the caregiver's first visit with the client.

To our knowledge, no other agency brings the caregiver to the client's home for the caregiver's first visit. We do this for the safety of our clients and our caregivers and to promote quality care.

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Service/Care Plan Development:

An agency representative will meet with each client to evaluate the client's special needs and to design an individualized care/service plan. The client's representative and members of the client's family are also encouraged to attend. The agency's representative is usually the agency owner, who serves as the agency administrator. However, a Client Care Coordinator may also represent the agency. If the service/care plan is not fully developed at the free consultation, it is completed within 7 days after the initiation of services. As a rule, the free consultation is conducted at the client's home or, occasionally, where the client is temporarily residing, i.e. in the hospital or at the rehabilitation center. During the free consultation, the agency representative obtains information from the client, the client representative and/or the client family to ascertain the client's care needs and client preferences, which are documented in the client service/care plan.

The service/care plan will be reviewed at least every 90 days. If the client's care needs or client preferences have changed, the service/care plan will be amended to reflect those changes.

Our Registered Nurse will also participate in the development and updates of the service/care plan when medication or nursing services are provided.

There are additional fees for the following services: nursing services, care management, mileage and supplies. Naturally, if the service/care plan is changed, your financial responsibility will also change.

The service/care plan and revisions are maintained in the client's office file (original) and the client's home file (copy). One copy of the service/care plan/revisions is also provided the client.

Payment of Fees:

Our invoices are mailed every two weeks. Invoices are due net ten days from the date of the invoice. Our invoices record the dates of service, the hours worked, the caregivers' first name, per hour fees and the services provided. We bill in one-quarter hour increments, rounded to the nearest fifteen minutes. We bill a minimum of three hours per visit. We bill a minimum of three hours per visit if the client cancels a scheduled visit within twenty-four hours of the start time of the visit. We bill for caregiver training related to the client's specific care. We bill overtime and holidays at one-and-one half times the regular fee. We issue a refund when your account has been paid in full and when your account has a credit balance because you overpaid your account. There are penalties for late payment (\$35.00), interest on past due invoice balances (18% APR) and a returned check charge (\$35.00).

We will bill our client's insurance company as a *courtesy*. In doing so, it shall not be construed as a waiver of our rights to seek payment from our client or our client's responsible party. The client is responsible for payment of any insurance deductible, coinsurance, elimination/waiting period and any fees for service rendered that the client's insurance company does not reimburse. Payment may be made by mailing your check to us in the self addressed envelop that we provide with our invoices. We, also, accept cash. Do NOT pay your caregiver(s).

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Clients' Rights:

1. The right to be treated with dignity and respect.
2. The right to be free from theft, damage or misuse of one's personal property.
3. The right to be given the informed choice and opportunity to select or refuse service and to accept responsibility for the consequences.
4. The right to be free from neglect of care, verbal, mental, emotional, physical and sexual abuse.
5. The right to be free from financial exploitation.
6. The right to be free from physical and chemical restraints.
7. The right to voice grievances or complaints regarding services or any other issue without discrimination or reprisal for exercising such rights.
8. The right to be free from discrimination in regard to race, color, national origin, gender, sexual orientation or religion.
9. The right to participate in planning of the services and care to be furnished, any changes in the services and care, the frequency of visits and cessation of services.
10. The right to have access to his or her client record.
11. The right to have client information and records confidentially maintained by the agency.
12. The right to be advised in writing, before care is initiated, of the charges for the services to be furnished and the amount of payment that will be required from the client.
13. The right to a written 30 day notice of termination of services by the agency that specifies the reason(s) for the termination with the following exceptions:
14. The right to immediate oral or written notice of termination of services by the agency at the time the agency determines that the safety of its staff or the client cannot be ensured. If oral notice is given, the agency must also subsequently provide the client a written confirmation of the oral notice of termination of services.
15. The right to a written 48 hour notice of termination of services by the agency in the event of non-payment in accordance with the agency's disclosed payment requirements.

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Clients' Responsibilities:

1. Provide accurate and complete information about your health, including your present condition, past illnesses, hospitalizations and use of medications.
2. Notify us and your primary care practitioner (PCP) of any changes in your health.
3. Remain under the care of your primary care practitioner (PCP) while receiving our services.
4. Notify us if you change your primary care practitioner (PCP).
5. Notify us if you enter the hospital or other care facility.
6. Appoint a Client Representative, who is "an individual, paid or unpaid, related or unrelated, who acts on (your) behalf" to provide us direction.
7. Ask questions when you do not understand information or instructions.
8. Be considerate, along with your visitors, toward our caregivers and staff.
9. Provide us with your insurance information, assist us with processing you insurance payment and inform us as to your ability to pay for our services and supplies that are not covered by insurance.
10. Examine your bills and ask any questions you may have regarding them. Pay your bills for services and supplies in accordance with our financial agreement.
11. Maintain an environment which is safe for you and your caregivers.
12. Notify us when you want to cancel a scheduled visit, preferably at least 24 hours prior to the scheduled visit.
13. Do not hire, interfere with employment or cause caregivers to transfer to another agency, except as provided in your Request for In-Home Care.
14. Do not give gifts, money, tips, bonuses or personal property to your caregivers without authorization from us. Caregivers are prohibited from borrowing from clients.
15. Keep weapons secured.
16. Notify us of any issues with our care, without fear of discrimination or reprisal, because we can not solve a problem if we don't know about it. However, if we know about the problem, we are generally very good at resolving it.

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Termination of Services:

Our clients may terminate our services on 24 hour advance notice to us. Our services are also terminated upon the death of our client.

We may terminate our services to our clients on **30 days written notice** in which we specify our reason(s) for the termination of services.

We may terminate our services to our clients on **immediate oral or written notice** when we determine that the safety of our staff or our client can not be ensured. If oral notice is given, we will subsequently provide the client with a written confirmation of the oral notice of termination of services.

We may terminate our services to our clients on **48 hour written notice** for non-payment in accordance with the terms of our financial agreement.

Grievance and Complaint:

If you have any concern about your care, we encourage you to notify your caregivers, their supervisor or our agency administration right away. This communication will usually resolve your concern quickly and effectively. If you concerns are not resolved, you may wish to:

1. Contact our Administrator or Client Care Coordinator by telephone or letter at:

At Your Home Care, LLC.

PO Box 16297

Portland, OR 97292-0297

Telephone No.: 503.760.1832 . . . during business hours

On Call No.: 503.781.1451 . . . after business hours and on holidays

Business hours are Monday-Friday, 8:00am-5:00pm

Fax No.: 503.760.7879

OR

2. File a grievance or complaint with the:

Oregon Human Services Department - Health Services Division

Health Care Licensure & Certification Section

800 NE Oregon Street, Suite 305

Portland, OR 97232-2162

Telephone No.: 503.731.4013 . . . Business hours are Monday-Friday, 8:00am-5:00pm

Fax No.: 503.731.4080

TTY Non Voice 503.731.4031

Emergency No.: 503.731.4030