



Making *Life Easier*®

Providing Exceptional Care with Compassion to Loved Ones

# Client Home Book

Category of Service: Personal Assistant Services (PAS)

Kimberly Byrd  
Agency Administrator/President  
Phone: (817)600-5393 mobile or (210)313-8567 personal mobile  
[kbyrd@homehelpershomecare.com](mailto:kbyrd@homehelpershomecare.com)  
<https://www.Homehelpershomecare.com/Grapevine-TX>  
[www.Facebook.com/HomehelpersGrapevineTx](https://www.Facebook.com/HomehelpersGrapevineTx)

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*Cross Generational Home Health Care LLC d/b/a Home Helpers Home Care*

## Version History

Version	Date	Approval Date	Changes Made to Document
1.0	6 June 2020	6 June 2020	Initial Development. Effective Date of all policies is 6 June 2020
1.1	5 August 2020	5 August 2020	Added Home Helpers Backup Care Policy and Added Current Version of the "Notice of Privacy Practices Policy"

**The following document was last reviewed:**

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## WELCOME

### Welcome to Home Helpers of Grapevine Texas!

We're thrilled you've chosen us as your home care provider, and we look forward to making your life easier any way we can!

At Home Helpers, we understand choosing the right caregiver is not a decision to be taken lightly, but rest assured, our compassionate caregivers will provide the quality care you expect and deserve.

Your comfort and peace of mind are our top priorities. If at any time you have questions, suggestions or concerns about the services we're providing, please do not hesitate to communicate these to us. Our care plans are flexible, and we'll do everything we can to accommodate your needs and serve you better.

I invite you to spend a few minutes reading our Welcome Packet, which includes important information regarding our services, policies and contact information. Again, thank you for choosing Home Helpers as your care partner. We look forward to making your life easier!

Sincerely,

Kimberly Byrd  
Agency Administrator/President  
License #: 019911

## Contact Information

If at any time you have questions, suggestions, or concerns about the services we're providing, please do not hesitate to communicate these to us. Our care plans are flexible, and we'll do everything we can to accommodate your needs and serve you better. For changes in your care plan or schedule, please contact our office.

**Home Helpers Office:**

Phone: (817) 873-5102

Email: [58938kbyrd@homehelpershomecare.com](mailto:58938kbyrd@homehelpershomecare.com)

**Kimberly Byrd, Agency Administrator & President**

Phone: (817) 600-5393

Cell: (210) 313-8567

Email: [kbyrd@homehelpershomecare.com](mailto:kbyrd@homehelpershomecare.com)

**Douglas Byrd Jr., Alternate Administrator**

Phone: (817) 600-5393

Email: [dbyrd@homehelpershomecare.com](mailto:dbyrd@homehelpershomecare.com)

**We can be reached 24 hours a day at (210) 313-8567.**

**In case of a true emergency, please call 911.**

## About Us

Home Helpers was founded in 1997 to serve the ever-growing community of people who wish to remain independent in the place they call home but require some degree of assistance with everyday living. Today, as one of (city's) most reliable and trusted home care agencies, we pride ourselves on providing exceptional care and support to seniors, new and expectant mothers, working parents, individuals recuperating from recent illness or injury and those facing lifelong challenges.

Our full-range of in-home care services empower clients to enjoy their best quality of living given their unique personal situation, enabling them to live healthier, happier and more rewarding lives in the privacy, safety and comfort of the place they call home.

It's possible you already are benefitting from some of the services listed below; however, if not, please keep us in mind for any future needs. Home Helpers can provide services in hospitals, nursing homes and assisted living communities, so even if you relocate, we can still serve you!

Some of our Services...

### **Companionship**

Our caregivers focus on providing social and physical stimulation to keep people active and engaged.

### **General Assistance**

Our caregivers can assist with activities of everyday living such as housekeeping, laundry, preparing meals, sorting through mail or organizing personal affairs and exercise and medication reminders.

### **Personal Care**

Caregivers can provide assistance with dressing, grooming, hygiene and transferring from a bed to a chair or a chair to a toilet.

### **Management**

A Home Helpers registered nurse can coordinate and manage physician visits and medications, while acting as the liaison between the medical staff and the families to ensure the client's overall health and well-being.

### **Case Medication Management**

A trained Home Helpers health care professional can administer dosage directly or load our Direct Link automated medication dispenser to release the medications at preset times.

### **Vital Signs Monitoring**

You or your loved one can easily monitor chronic illnesses, such as diabetes, congestive heart failure, hypertension or COPD, using our Direct Link vital signs monitoring units for glucose, blood pressure, pulse and weight, or a Home Helpers health care professional can perform these services.

### **Transportation**

Caregivers can assist you or your loved one to prepare for an outing. We will provide transportation to and from appointments, errands, the beauty salon/barber shop, lunch at a favorite restaurant or just to visit family and friends.

### **Medical Alert Systems**

Our exclusive Direct Link line of medical alert systems includes personal emergency response systems, an automated medication dispenser and vital signs monitoring units – valuable devices that can provide an added sense of security.

## Home Helpers Mission and Vision

### Our Mission

Become the most TRUSTED and RESPECTED provider of comprehensive home care services and support for individuals who choose to remain independent wherever they call home.

### Our Vision

We are the extended family when the family can't be there. Our goal is to make life easier by delivering the same exceptional care we would expect for ourselves and our families. We will provide services to support any individual wherever they call home.

### Our Values

Care  
Service  
Trust  
Respect  
Accountability

## Home Helpers Code Of Ethics

Employees Shall Respect The Rights of Our Clients; Employees **shall not**:

1. Consume the client's food and/or drinks or use the client's personal property without the client's offering and consent.
2. Bring children, pets, friends, relatives, or anyone else to the client's home.
3. Take the client to the Caregiver's place of residence.
4. Consume alcoholic beverages or use medicines, drugs, or other chemical substances not in accordance with the legal, valid, prescribed use/or in any way that impairs the Caregiver in the delivery of services to the client.
5. Discuss personal issues or religious or political beliefs with our clients and others in the care setting.
6. Accept, obtain, or attempt to obtain money, or anything of value, including gifts or tips from our clients, household members or family members of the client.
7. Engage with the client in sexual conduct or in conduct that may be reasonably interpreted as sexual in nature, regardless of whether or not the contact is consensual.
8. Leave the home for a purpose not related to the provision of services without notifying the supervisor, the client's emergency contact person, any identified caregiver, and/or the client's case manager; or, for client-directed services, leave the home without consent and/or knowledge of the client.
9. Engage in activities that may distract the Caregiver from responsibilities, including, but not limited to:
10. Watching television or playing computer or video games.
11. Making or receiving personal telephone calls. Emergency calls must come through the office, and you will be notified.
12. Engaging in non-care related socialization with persons other than the client.
13. Providing care to individuals other than the client.
14. Smoking without the consent of the client (never in client's home, even with permission).
15. Engage in behavior that causes or may cause physical, verbal, mental, or emotional distress or abuse to the client.

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16. Engage in behavior that may reasonably be interpreted as inappropriate involvement in the client's personal relationships.
17. Sell or purchase consumer products or personal items from the client.
18. Use the client's vehicle or transport a client while providing Passport services unless prior authorization is received from the case manager via the Home Helpers Office.
19. Engage in behavior that constitutes a conflict of interest, takes advantage of or manipulates certified services resulting in unintended advantage for personal gain that has detrimental results for the client, the client's family or caregivers, or another provider.

## Home Helpers Responsibilities

### **Home Helpers shall be responsible for:**

1. Providing competent employees;
2. Carrying bonding;
3. Carrying liability and other insurances;
4. Meeting the standards of *Workers' Compensation*;
5. Ensuring in-home care service delivery standards are met;
6. Ensuring federal, state, county & municipal legalities are researched and applied;
7. Adhering to labor regulations;
8. Developing contingency plans;
9. Making deductions for Social Security, Medicare and other taxes;
10. Conducting needs assessments, with client's/family's input;
11. Developing Plan of Cares with clients'/family's input;
12. Consulting with relevant professionals regarding the Plan of Care (as required);
13. Being part of, or coordinating, a health care team to provide for the clients' needs, as indicated;
14. Establishing goals with the client's representatives' input and striving to meet these goals;
15. Maintaining the client's/family's confidentiality, privacy and dignity;
16. Maintaining professionalism and a code of ethics;
17. Avoiding inflicting its personal values and standards onto clients;
18. Being alert for and reporting signs of elder abuse to appropriate parties;
19. Ensuring employees obtain the necessary immunizations unless such an act is contrary to personal beliefs and/or medical conditions;
20. Ensuring that employees are tested to determine the existence of infectious diseases such as tuberculosis, hepatitis etc.

## Expectations

You can expect Home Helpers personnel...

- To be considerate, respectful and nondiscriminatory
- To protect your personal and health care information
- To inform you of details regarding your care
- To involve you in the planning, implementation and review of your care plan
- To provide exceptional care that is compliant with sanitary and safety standards and regulations
- To discuss details about all items on your bill
- To discuss any concerns regarding your care and implement changes as appropriate

Home Helpers expects our clients...

- To disclose all relevant information related to your care plan
- To communicate all changes related to your care plan, including changes to contact information and/or medication
- To clearly communicate your needs, as well as your expectations for care
- To notify Home Helpers office in advance of any schedule changes
- To provide soap, gloves, paper towels and any additional items necessary to keep your environment sanitary and safe
- To meet the agreed upon financial obligation to Home Helpers

If you have questions or concerns, or you would like to discuss changes to your care plan, please contact the Home Helpers Office:  
(817) 873-5102

We can also be reached 24 hours a day:  
(817) 600-5393 or (210) 313-8567 personal cell for the Agency Administrator

In the event of a true emergency, please contact 911.

## Client Services Agreement – Part I

In this agreement, “Agency,” “we” and “us” mean **Cross Generational Home Health Care LLC** doing business under the name **Home Helpers Home Care**, and “Client” and “you” mean the individual identified below and everyone who signs this agreement on Client’s behalf.

Name of Client and/or Responsible Person			
<hr/>			
Street Address	City	State	Zip Code
<hr/>			
Home Phone	Cell	Other	
<hr/>			

Emergency Contact Name	Relationship	Phone No.
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Your signature and/or your representative’s signature indicate that you and/or your representative have read, understand and agree to be bound by all of the terms and conditions of this agreement. Each party is signing this agreement on the date indicated beside its name below, and the latest date is the “Effective Date” of this agreement. **This agreement includes all of the terms and conditions on both the front and back.**

**You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached Notice of Cancellation form for an explanation of this right.**

CLIENT: _____	_____
Client/Client’s Representative Signature	Date

AGENCY: _____	_____
Authorized Signature and Title	Date

## Client Services Agreement – Part II

1. **Term.** The term of this agreement starts on the Effective Date as defined above and continues until terminated by either party as provided in this paragraph. Either party may terminate this agreement at any time by giving the other party at least \_\_\_\_\_ written notice, which must include the reason for the termination. Upon termination by either party, all fees earned up to the time of termination will be due immediately. We will refund any unearned prepaid fees within 14 calendar days.
2. **Services.** We will provide the services ("Services") designated in the Client Services Plan (the "Plan"), which is incorporated in and forms a part of this agreement. The day, time and duration of services will be mutually agreed upon by the parties or their representatives. We do not provide medical services unless and only to the extent that medical services are specifically designated in the Plan.
3. **Rates, Fees & Deposits.** We will provide the services designated in the Plan at the following rate(s):

**\$21.00 per hour**

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We reserve the right to renew rates as necessary; as care increases or changes; following an updated evaluation. We will give you at least **30 days' notice** of any rate increase.

A deposit of \$\_\_\_\_\_ is required before services begin.

Mileage (if applicable): You shall pay us **57.5 cents per mile** whenever our employee transports you, runs errands for you, or otherwise drives his or her vehicle for your benefit.

4. **Billing and Payment.** We bill in ☐ advance ☐ arrears on a ☐ weekly ☐ bi-weekly basis. Payment may be made by ☐ check, ☐ money order, ☐ cash and/or ☐ credit card. Checks are to be payable to "Home Helpers."
  - Payments are to be delivered as instructed by Agency's management. Our employees are not authorized to accept payments.
  - Fees are payable upon receipt of invoice. If you do not pay an invoice within **5 days after its date**, you must pay us a **\$50.00** late charge plus **5% annual interest** on the past-due amount from the due date until paid.
  - We may discontinue all services until the account is paid in full, including late charges and interest. You must pay us **\$35.00** for each dishonored check and reimburse us for any fees charged by our bank.
5. **Third Party Billing.** Upon your written request, we will invoice your insurance company, accountant, attorney, or other third party, but you will remain responsible for paying all fees by the due date.
1. **Cancellations.** You may cancel a scheduled visit without charge if you notify us at least **48 hours in advance**. We have the right to charge for a scheduled visit if you do not give us at least **48 hour notice**.
2. **Transportation.** You hereby release us and our employees from all liability for injury, damage or loss that you may incur while our employee is transporting you in any vehicle (whether owned by you, the employee, Agency, or any other person), unless the injury, damage or loss was caused by our employee's gross negligence. You must carry at least the minimum liability insurance required by the state in which you reside for all vehicles that will be operated by our employees. In the event of an accident that involves your vehicle, our liability is limited to \$250 per vehicle, regardless of your insurance coverage or the amount of your deductible.
3. **Private/Direct Hiring.** You agree to pay us a **\$1000.00** replacement fee if you privately or directly hire any of our employees at any time during the one-year period after he or she last provided services to you as our employee.

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4. **Transactions Between Client and Employees.** You agree not to: (1) directly compensate our employee in any way (except by payment to Agency); (2) hire our employee for extra duty in lieu of using Agency's services; (3) lend anything (including money) to our employee; (4) give anything to our employee without our prior written consent; or (5) name an Agency employee as a beneficiary of your estate (6) designate our employee as an authorized user on or give them access to any financial account, credit card, deed, promissory note, will, trust, or any other type of legal document, agreement or account.
5. **Employee Conduct and Notice of Problems.** We oversee employee conduct in many ways, however, it is not possible to monitor either our employees or other persons associated with you at all times. Despite our best efforts, there is an inherent risk that an employee, a family member of yours, another service provider, or an advisor may commit theft or fraudulent acts against you. You and your family members and advisors must closely monitor your financial affairs, physical condition, and personal property. You shall limit access to, secure and protect cash in excess of \$100, jewelry and other valuable items that can be removed easily. You shall immediately notify Agency's management of any concerns, problems (actual or perceived), or dissatisfaction related to our services or employees. We will not be liable for any injury, damage or loss sustained by anyone, if it is wholly or partially caused by your failure to notify Agency's management.
6. **Employee Assignment and Scheduling.** Although we make every effort to provide an employee who meets your critical needs, we are not able to accommodate every Client preference regarding individual employees. We will make every effort to provide services according to the designated schedule, however, interruptions beyond our control, such as weather, traffic conditions, illness or transportation problems, may occur. Our employees are prohibited from making schedule changes or arranging substitutes. You must arrange all schedule changes and requests for substitute employees with our office.
7. **Severe Weather.** We have the right to cancel your service during severe weather if we decide it is not safe for our employees to travel and provide services at your home that day. When this occurs, we will notify you and reschedule.
8. **Supplies and Equipment.** You are responsible for providing all supplies (i.e., for cleaning, personal care, etc.) and equipment necessary for the provision of our services. Extra charges will apply if we provide the supplies and/or equipment.
9. **Damage Limitations.** Our liability to you for any claim is limited to an amount equal to the greatest amount you paid us for services in any 30-day period during the term of this agreement.
10. **Representative's Authority and Liability.** Each person signing this agreement on Client's behalf hereby agrees that they are jointly and severally liable with Client for all amounts due under this agreement and represents that they have the authority to sign this agreement on Client's behalf. "Jointly and severally liable" means that each of you is legally responsible for 100% of the Client's obligations under this agreement, not just his or her pro-rata portion.
11. **Franchisor Not Liable.** You understand and acknowledge that: "Home Helpers" is the trade name of Agency, an independently-owned local franchisee of H.H. Franchising Systems, Inc. ("HHFSI"); this agreement is between you and the local franchisee only; HHFSI is not a party to this agreement and will have no liability or obligation to you; HHFSI does not have the authority to, and does not in practice, control the day-to-day operation of the local franchisee; and HHFSI is a third-party beneficiary of this paragraph. You agree not to assert or commence any claim, demand, legal action or suit against HHFSI for any injury, damage or loss you sustain due to the breach of this agreement or any act or omission by the local franchisee or its agents.
12. **Miscellaneous Terms.** This agreement constitutes the entire agreement between the parties relating to its subject matter. All prior agreements and understandings relating to the same subject are superseded and merged into this agreement. Any changes, deletions, additions or deviations to or from the printed form of this agreement, other than filling in blanks on the front page, will not be binding upon us unless initialed as approved by our authorized agent. This agreement may be modified only by a written instrument signed by both parties. The laws of the state in which we are located govern all aspects of this agreement. If any provision of this agreement is illegal or unenforceable, that provision will be deemed modified to the extent necessary to permit its enforcement to the maximum extent permitted by law, without affecting the remaining provisions of this agreement. No failure or delay on the part of either party to exercise any right under this agreement will operate as a waiver of the right, nor will a single or partial exercise of any right preclude any other or further exercise or the exercise of any other right by that party. The word "person" includes a business entity of any kind, estate, trust, charitable organization, governmental agency, and any other organization, as well as an individual.
13. **Release of Information.** You authorize us to release information pertaining to your case to agents/agencies that provide, or that are under consideration to provide, ancillary services to you.

## Notice of Privacy Practices

### YOUR INFORMATION. YOUR RIGHTS. OUR RESPONSIBILITIES.

This notice describes how health information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

### YOUR RIGHTS

You have the right to:

- Get a copy of your paper or electronic medical record
- Correct your paper or electronic medical record
- Request confidential communications
- Ask us to limit the information we share
- Get a list of those with whom we've shared your information
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated

### YOUR CHOICES

You have some choices in the way that we use and share information as we:

Tell family and friends about your condition  
Provide disaster relief  
Include you in a hospital directory  
Provide mental health care  
Market our services and sell your information  
Raise funds

### OUR USES AND DISCLOSURES

We may use and share your information as we:

Treat you  
Run our organization  
Bill for your services  
Help with public health and safety issues  
Do research  
Comply with the law  
Respond to organ and tissue donation requests  
Work with a medical examiner or funeral director

- Address workers' compensation, law enforcement, and other government requests
- Respond to lawsuits and legal actions

## YOUR RIGHTS

**When it comes to your health information, you have certain rights.** This section explains your rights and some of our responsibilities to help you.

### Get an electronic or paper copy of your medical record

- You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

### Ask us to correct your medical record

- You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this.
- We may say “no” to your request, but we’ll tell you why in writing within 60 days.

### Request confidential communications

- You can ask us to contact you in a specific way (for example, by mail or by phone) or to send mail to a different address.
- We will accommodate all reasonable requests.

### Ask us to limit what we use or share

- You can ask us not to use or share certain health information for treatment, payment, or our operations. We are not required to agree to your request, and we may say “no” if it would affect your care.
- If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. We will accommodate your request unless a law requires us to share that information.

### Get a list of those with whom we’ve shared information

- You can ask for a list (an “accounting”) of the times we’ve shared your health information for six years before the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

### Get a copy of this privacy notice

You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

### Choose someone to act for you

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

### File a complaint if you feel your rights are violated

- You can complain if you feel we have violated your rights by contacting us at (512)549-0308.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to

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200 Independence Avenue S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/).

- We will not retaliate against you for filing a complaint.

## YOUR CHOICES

**For certain health information, you can tell us your choices about what we share.** If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in your care
- Share information in a disaster relief situation
- Include your information in a hospital directory

*If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.*

In these cases we never share your information unless you give us written permission:

- Marketing purposes
- Sale of your information
- Most sharing of psychotherapy notes

In the case of fundraising:

- We may contact you for fundraising efforts, but you can tell us not to contact you again.

## OUR USES AND DISCLOSURES

**How do we typically use or share your health information?** We typically use or share your health information in the following ways:

### With Other Professionals Who Are Treating You.

We are allowed to use your health information to provide care for you and share it with other professionals who are treating you.

*Example: A doctor treating you for an injury asks our caregiver about your overall health condition.*

### To Run our organization

We are allowed to use and share your health information to run our agency, evaluate the quality of care you receive from us, improve your care, and contact you when necessary. In the event of an emergency or disaster situation, we may give necessary health information to any governmental agency, supplemental provider agency, or community volunteer service.

*Example: We use health information about you to manage your care and services, or to give you appointment reminders. If we are providing you with Direct Link monitoring products or services, we may share your health information with the company that provides the monitoring services.*

### To Bill for your services

We are allowed to use and share your health information to bill and get payment from health plans or other entities.

*Example: We share information about you with your health insurance plan so it will pay for your services.*

### For Health-Related Benefits and Services

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**Cross Generational Home Health Care LLC d/b/a Home Helpers Home Care**



We may use your health information to inform you of possible treatment options and health-related benefits or services that may be of interest to you.

### **With Our Business Associates**

We are allowed to share your health information with third parties (called “business associates”) that perform certain functions or activities to help us carry out our healthcare activities and functions, provided that we obtain satisfactory assurances that the business associate will use the information only for the purposes for which we engaged it, will safeguard the information from misuse, and will help us comply with some of our duties under the Privacy Rule under the Health Insurance Portability and Accountability Act of 1996. We may share your health information with a business associate only to help it carry out its healthcare functions—not for its independent use or purposes, except as needed for the proper management and administration of the business associate.

*Example: We share your health information with our franchisor, H.H. Franchising Systems, Inc., in the course of franchise business operations, to ensure our compliance with franchise system standards, and to protect the exclusivity of our and other franchise territories.*

### **To Respond to lawsuits and legal actions**

We are allowed to share health information about you in response to a court or administrative order, or in response to a subpoena.

### **Data Breach Notification Purposes**

We are allowed to use or share health information about you to provide legally required notices of unauthorized access to or disclosure of your health information.

### **How else can we use or share your health information?**

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we are allowed to share your information for these purposes. For more information see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html).

### **Help with public health and safety issues**

We are allowed to share health information about you for certain situations such as:

- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

### **Do research**

We are allowed to use or share your information for health research.

### **Comply with the law**

We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.

### **Respond to organ and tissue donation requests**

We are allowed to share health information about you with organ procurement organizations.

**Work with a medical examiner or funeral director**

We are allowed to share health information with a coroner, medical examiner, or funeral director when an individual dies.

**Address workers' compensation, law enforcement, and other government requests**

We are allowed to use or share health information about you:

- For workers' compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security, and presidential protective services,

**Sharing Information with Family/Friends**

With your written permission or verbal permission witnessed by a third party, we are allowed to share your health information with a family member or others. If you are unable to agree or you object to sharing, we'll exercise our professional judgment to decide if sharing your information is in your best interest. We would only share information that we believe was directly relevant to your care or payment related to your care.

**Authorization**

You may authorize us in writing to use or disclose health information about you to anyone for any purpose. If you do, you have the right to revoke the authorization in writing at any time. Your revocation will not affect any use or sharing of your health information while the authorization was in effect.

**Your Written Authorization is Required for Other Uses and Disclosures**

We cannot use or share health information about you for marketing purposes or sell your health information unless you authorize us in writing to do so. We cannot use or share health information about you for any purpose that is not covered by this notice or the laws that apply to us unless you authorize us in writing to do so. If you do, you have the right to revoke the authorization in writing at any time. Your revocation will not affect any use or sharing of your health information while the authorization was in effect.

**OUR RESPONSIBILITIES**

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we are allowed to, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html).

**CHANGES TO THE TERMS OF THIS NOTICE**

We have the right to change the terms of this notice at any time. If we change this notice, the changes will apply to all information we have about you. Any changes to this notice will be available upon request, in our office, and on our web site.

## Acknowledgment and Receipt of Notice of Privacy Practices

### ***Our Commitment to Your Privacy***

Your Home Helpers® healthcare agency (“the Agency”) is dedicated to maintaining the privacy of your protected health information. In providing care and services to you, we will create records and maintain information about you and the care we provide to you. We are required by law to maintain the confidentiality of this health information. We are also required by law to provide you with this notice of our legal duties and privacy practices concerning your health information. We are required to follow the terms of the Notice of Privacy Practices that we have in effect at the time.

This notice provides you with the following important information:

- A. Your rights in your health information
- B. Our permitted uses and disclosures of your health information
- C. Our responsibilities with respect to your health information

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

Address: \_\_\_\_\_  
\_\_\_\_\_

**As required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), we may not disclose your health information without your authorization, except as provided in our Notice of Privacy Practices.**

You understand that health information disclosed as permitted by the Notice of Privacy Practices may be re-disclosed to additional parties and no longer protected for reasons beyond our control.

You acknowledge receipt of the Agency’s Notice of Privacy Practices.

\_\_\_\_\_  
Signature of Client or Client’s Authorized Representative

\_\_\_\_\_  
Date

☐ \_\_\_\_\_ Check and initial here if client or client’s representative declined to sign acknowledgement.

\_\_\_\_\_  
Authorized Signature of Home Helpers Agency

\_\_\_\_\_  
Date

**THE CLIENT’S REFUSAL TO SIGN THIS ACKNOWLEDGMENT WILL NOT PREVENT HIM OR HER FROM RECEIVING CARE OR TREATMENT.**

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*Cross Generational Home Health Care LLC d/b/a Home Helpers Home Care*

## Consent To Release Information

Client's Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

I authorize Home Helpers Home Care to release the following information about me:

Name, Address, Telephone Number	_____
Date of Birth	_____
Doctor's Name and Telephone Number	_____
Contact's Name and Telephone number	_____
Medical History	_____
Treatments and Medications	_____
Diet	_____
Functional Abilities and Limitations	_____
Service Plan	_____
_____	_____
_____	_____

*(Personal giving consent must initial each item he/she consents to.)*

Information may be released to the following persons/agency/organization as specified:

1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____

*(Person giving consent must initial each person/agency/organization listed.)*

### Signatures

\_\_\_\_\_  
Printed Name of Client or Authorized Representative Giving Consent

\_\_\_\_\_  
Signature of Client or Authorized Representative Giving Consent

\_\_\_\_\_  
Date

## Scheduling & Cancellation Policy

### Scheduling Policy

In order to best serve you, we ask that all scheduling be coordinated through the Home Helpers Office. This is very important for several reasons.

1. By allowing the office to coordinate client schedules, we can ensure our caregivers are properly informed of their responsibilities and duties regarding the assignment.
2. By allowing the office to schedule assignments, we can effectively manage our caregivers' work schedules and ensure our caregivers are never "double booked".
3. When the office coordinates the schedule, we can ensure the invoices and payroll are accurate

### Cancellation Policy

We require at least a 48-hour advance notice if you intend to cancel or change a schedule. In the event you need to cancel or change a schedule, please provide the 48 hours' notice. If we arrive at your location and are not needed, there is a cancellation charge equal to the time of the shift, up to four hours. This is not meant to be punitive to any party; however, we must be sensitive to the travel expense and lost time of our staff. We understand unforeseen circumstances can arise from time to time, and we are always willing to consider extenuating circumstances.

## Billing & Payment

### Billing is Calculated

Home Helpers' billing cycle is 14 days, beginning on Saturday at 12:01 a.m. and ending 14 days later on Friday at midnight. You will be invoiced every other Monday, or about twice monthly. Depending on when your first day of service is your first invoice may have less than two weeks of service included.

Your caregiver will use our Telephony time-keeping system to clock in and out. When they arrive at your home, they will call a toll-free number and enter their employee ID. The system matches their ID to your phone number and allows them to clock in. They will use the same method to clock out. The Telephony system rounds their time and your invoice to the nearest tenth of an hour. This time-keeping system is very accurate and eliminates the need and burden of signing paper time cards.

### Our Payment Options

Home Helpers invoices are due upon receipt. For your convenience, we accept several payment options, including Visa, MasterCard and Electronic Fund Transfer (EFT). If you choose EFT, the funds are transferred nine days after the invoice is mailed. This allows you an opportunity to review the invoice and notify us of any discrepancies before the funds are transferred. Of course, you may always pay by check or money order. All payments should be mailed to the Home Helpers Office – our caregivers are not authorized to accept payments.

### Holiday Charges

Home Helpers observes standard holidays throughout the year. On these holidays, our rate of billing is double the normal charge. Although we typically have five scheduled holidays per year, we reserve the right to observe additional holidays from year to year. If a holiday falls on a regularly scheduled day, we will always call two weeks in advance to confirm you want coverage and remind you of the extra charge. Our standard holidays are:

STANDARD HOLIDAY	DATE
New Year's Day	January 1
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25
Note: <a href="#">See the current year's actual holiday dates.</a>	

## §558.210 - Agency Hours Of Operation Notice

Home Helpers operating hours (for the Office) are 8AM – 5PM Monday – Friday, excluding the standard holidays, when the Home Helpers office shall be closed. We're available to provide personal assistance services 24/7.

If the office is closed during “**operating hours**”, please contact the following personnel for entry:

1. Agency Administrator: Kimberly Byrd (817) 600-5393 or (210) 313-8567
2. Alternate Administrator: Douglas Byrd Jr. (571) 477-3031
3. Designated Agency Representative: Douglas Byrd Jr. (571) 477-3031

To access care from the agency after regular business hours, call the Administrator or on call staff at (817) 600-5393. You can call the Administrator's personal cell (210) 313-8567 if you're unable to reach the on-call staff or your caregiver.

## Acknowledgement and Receipt of the Agency's Operating Hours

### Signature for 26 Tex. Admin. Code §558.210 – Agency Operating Hours

I understand that, should the content be changed in any way, the Agency/Company may require an additional signature from me to indicate that I am aware of and understand any new policies.

I understand that my signature below indicates that I have read and understood the above statements and have received a copy of the "Agency Operating Hours' Notice".

#### Client's Signature

---

Printed Name of Client

---

Date

---

Signature of Client

---

Date

#### Personal Representative's Signature

---

Printed Name of Representative

---

Date

---

Signature of Representative

---

Date



## §558.249 - Abuse, Neglect, Or Exploitation

### I. What Is Elder Abuse?

Elder abuse occurs when someone knowingly or unknowingly causes harm or a risk of harm to an older adult. It can take several forms, including:

### II. Physical Abuse

Physical abuse is defined as the use of physical force that may result in bodily injury, physical pain, or impairment. Physical abuse may include but is not limited to such acts of violence as striking (with or without an object), hitting, beating, pushing, shoving, shaking, slapping, kicking, pinching, and burning. In addition, inappropriate use of drugs and physical restraints, force-feeding, and physical punishment of any kind also are examples of physical abuse.

Signs and symptoms of physical abuse include but are not limited to:

- bruises, black eyes, welts, lacerations, and rope marks;
- bone fractures, broken bones, and skull fractures;
- open wounds, cuts, punctures, untreated injuries in various stages of healing;
- sprains, dislocations, and internal injuries/bleeding;
- broken eyeglasses/frames, physical signs of being subjected to punishment, and signs of being restrained;
- laboratory findings of medication overdose or under utilization of prescribed drugs;
- an elder's report of being hit, slapped, kicked, or mistreated;
- an elder's sudden change in behavior; and
- the caregiver's refusal to allow visitors to see an elder alone.

### III. Sexual Abuse

Sexual abuse is defined as non-consensual sexual contact of any kind with an elderly person. Sexual contact with any person incapable of giving consent is also considered sexual abuse. It includes, but is not limited to, unwanted touching, all types of sexual assault or battery, such as rape, sodomy, coerced nudity, and sexually explicit photographing.

**Signs and symptoms of sexual abuse include but are not limited to:**

- bruises around the breasts or genital area;
- unexplained venereal disease or genital infections;
- unexplained vaginal or anal bleeding;
- torn, stained, or bloody underclothing; and
- an elder's report of being sexually assaulted or raped.

### IV. Emotional Or Psychological Abuse

Emotional or psychological abuse is defined as the infliction of anguish, pain, or distress through verbal or nonverbal acts. Emotional/psychological abuse includes but is not limited to verbal assaults, insults, threats, intimidation, humiliation, and harassment. In addition, treating an older person like an infant; isolating an elderly person from his/her family, friends, or regular activities; giving an older person the "silent treatment;" and enforced social isolation are examples of emotional/psychological abuse.

**Signs and symptoms of emotional/psychological abuse include but are not limited to:**

- being emotionally upset or agitated;
- being extremely withdrawn and non communicative or non responsive;
- unusual behavior usually attributed to dementia (e.g., sucking, biting, rocking); and
- an elder's report of being verbally or emotionally mistreated.

## V. Neglect

Neglect is defined as the refusal or failure to fulfill any part of a person's obligations or duties to an elder. Neglect may also include failure of a person who has fiduciary responsibilities to provide care for an elder (e.g., pay for necessary home care services) or the failure on the part of an in-home service provider to provide necessary care.

Neglect typically means the refusal or failure to provide an elderly person with such life necessities as food, water, clothing, shelter, personal hygiene, medicine, comfort, personal safety, and other essentials included in an implied or agreed-upon responsibility to an elder.

**Signs and symptoms of neglect include but are not limited to:**

- dehydration, malnutrition, untreated bed sores, and poor personal hygiene;
- unattended or untreated health problems;
- hazardous or unsafe living condition/arrangements (e.g., improper wiring, no heat, or no running water);
- unsanitary and unclean living conditions (e.g. dirt, fleas, lice on person, soiled bedding, fecal/urine smell, inadequate clothing); and
- an elder's report of being mistreated.

## VI. Abandonment

Abandonment is defined as the desertion of an elderly person by an individual who has assumed responsibility for providing care for an elder or by a person with physical custody of an elder.

**Signs and symptoms of abandonment include but are not limited to:**

- the desertion of an elder at a hospital, a nursing facility, or other similar institution; the desertion of an elder at a shopping center or other public location; and
- an elder's own report of being abandoned.

## VII. Financial Or Material Exploitation

Financial or material exploitation is defined as the illegal or improper use of an elder's funds, property, or assets. Examples include, but are not limited to, cashing an elderly person's checks without authorization or permission; forging an older person's signature; misusing or stealing an older person's money or possessions; coercing or deceiving an older person into signing any document (e.g., contracts or will); and the improper use of conservatorship, guardianship, or power of attorney.

**Signs and symptoms of financial or material exploitation include but are not limited to:**

- sudden changes in bank account or banking practice, including an unexplained withdrawal of large sums of money by a person accompanying the elder;
- the inclusion of additional names on an elder's bank signature card;
- unauthorized withdrawal of the elder's funds using the elder's ATM card;
- abrupt changes in a will or other financial documents;
- unexplained disappearance of funds or valuable possessions;
- substandard care being provided or bills unpaid despite the availability of adequate financial resources;
- discovery of an elder's signature being forged for financial transactions or for the titles of his/her possessions;
- sudden appearance of previously uninvolved relatives claiming their rights to an elder's affairs and possessions;
- unexplained sudden transfer of assets to a family member or someone outside the family;
- the provision of services that are not necessary; and
- an elder's report of financial exploitation.

## VIII. Self-neglect

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Self-neglect is characterized as the behavior of an elderly person that threatens his/her own health or safety. Self-neglect generally manifests itself in an older person as a refusal or failure to provide himself/herself with adequate food, water, clothing, shelter, personal hygiene, medication (when indicated), and safety precautions.

The definition of self-neglect excludes a situation in which a mentally competent older person, who understands the consequences of his/her decisions, makes a conscious and voluntary decision to engage in acts that threaten his/her health or safety as a matter of personal choice.

Signs and symptoms of self-neglect include but are not limited to:

- dehydration, malnutrition, untreated or improperly attended medical conditions, and poor personal hygiene;
- hazardous or unsafe living conditions/arrangements (e.g., improper wiring, no indoor plumbing, no heat, no running water);
- unsanitary or unclean living quarters (e.g., animal/insect infestation, no functioning toilet, fecal/urine smell);
- inappropriate and/or inadequate clothing, lack of the necessary medical aids (e.g., eyeglasses, hearing aids, dentures); and
- grossly inadequate housing or homelessness.

The abuser is typically a family member, spouse or caregiver. In institutions, such as nursing homes or group homes, professional caregivers may be abusers.

People age 80 and older, especially women, are at a greater risk of experiencing elder abuse. Older adults who are dependent on others for basic care are particularly vulnerable.

## **IX. What Should I Do If I Suspect That An Elderly Or Disabled Person Is Being Abused, Neglected, or Exploited?**

The law requires any person who believes that an elderly or adult with disabilities is being abused, neglected or exploited to report the circumstance to the Texas Department of Family and Protective Services (DFPS) Statewide Intake. A person making a report is immune from civil or criminal liability, and the name of the person making the report is kept confidential. Any person suspecting abuse and not reporting it can be held liable for a Class B misdemeanor. SWI will accept anonymous reports; however, it is beneficial to the victim if the investigating worker is able to obtain as much detailed information as possible. Time frames for investigating reports are based on the severity of the allegations.

To Report elderly abuse or neglect, call BOTH the

(1) To Texas Dept. of Adult Protective Services at **1-800-252-5400** or use the secure website: <https://www.txabusehotline.org>

(2) Texas Dept of Aging & Disability Services at **1-800-458-9858**

The hotline number is available 24 hrs a day. It is answered live Mon – Fri. 8am to 5pm. Evenings and weekends you may leave a voice message.

## **X. What Will Home Helpers Do?**

The owners and office of Home Helpers will cooperate fully and assist with any investigation regarding reports of Elder Abuse of any kind. Any officer or employee of Home Helpers who suspects Elder Abuse of any kind should report the incident to this office and to the Texas Abuse Hotline as mentioned above.

If this agency has cause to believe that anyone has abused, exploited, or neglected a client of this agency, the agency will initiate an "Internal Investigation" and report the information to:

The Texas Dept of Aging & Disability Services at 1-800-458-9858 and

The Texas Dept. of Adult Protective Services at 1-800-252-5400

## Acknowledgement and Receipt For “Abuse, Neglect and Exploitation Notice”

### Client's Signature

\_\_\_\_\_  
Printed Name of Client or Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Client or Representative

\_\_\_\_\_  
Date

## §558.253 - Agency Drug Testing Policy For Employees

### I. PURPOSE

In compliance with the Drug-Free Workplace Act of 1988, Home Helpers Home Care has a longstanding commitment to provide a safe, quality-oriented and productive work environment. Alcohol and drug abuse poses a threat to the health and safety of Home Helpers Home Care clients, employees and to the security of the company's equipment and facilities. For these reasons, Home Helpers Home Care is committed to the elimination of drug and alcohol use and abuse in the workplace.

### II. SCOPE

This policy applies to all employees, volunteers and all applicants for employment of Home Helpers Home Care. The Agency Administrator and the human resource (HR) department is responsible for policy administration.

### III. POLICY

- A. Home Helpers Home Care, ("Company") shall provide a copy of this policy to anyone applying for services from the agency and any person who requests it.
- B. All employees must certify that he/she received a copy of Home Helpers Home Care's Drug Testing Policy..
- C. Home Helpers Home Care will conduct drug testing of all employees and volunteers who have direct contact with clients.
- D. Under Home Helpers Home Care's drug testing policy, all current and prospective employees and volunteers must submit to the drug testing policy.
- E. Employees and volunteers must report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely, and they must promptly disclose any work restrictions to his/her supervisor.
- F. Whenever employees are working, are operating any Home Helpers Home Care vehicle, are present on Home Helpers Home Care premises or are conducting company-related work offsite, they are prohibited from:
  - a. Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia).
  - b. Being under the influence of alcohol or an illegal drug as defined in this policy.
  - c. Possessing or consuming alcohol.
- G. The presence of any detectable amount of any illegal drug, illegal controlled substance or alcohol in an employee's body system, while performing company business or while in a company facility, is prohibited.
- H. Home Helpers Home Care will not allow employees to perform their duties while taking prescribed drugs that are adversely affecting their ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in a container labeled by a licensed pharmacist or be prepared to produce the container if asked.
- I. Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.
- J. Home Helpers Home Care's policy is intended to comply with all state laws governing drug testing and is designed to safeguard employee privacy rights to the fullest extent of the law
- K. It is at the Company's discretion to select the type of drug tests that will be administered. For example, we may use choose

hair sample tests over urine sample tests when possible.

- L. Drug testing shall be conducted using the "Standard 5 Panel or 10 Panel drug urine test".

## A. Required Drug Testing

The Company will conduct drug and/or alcohol testing under any of the following circumstances:

### 1. Pre-employment

Prospective employee's will only be asked to submit to a test once a conditional offer of employment has been extended and accepted. An offer of employment by Home Helpers Home Care is conditioned on the prospective employee testing negative for illegal substances. Refusal to submit to testing will result in disqualification of further employment consideration.

### 2. Reasonable Suspicion/For Cause Testing

The Company may ask an employee to submit to a drug and/or alcohol test at any time it feels that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.

- (a) When reasonable suspicion testing is warranted, the Agency Administrator/Alternate Administrator, Human Resources, and the Field Supervisor will meet with the employee to explain the observations and the requirement to undergo a drug and/or alcohol test within two hours. Refusal by an employee will be treated as a positive drug test result and will result in immediate termination of employment.
- (b) Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for a cab and arrange for the employee to be transported home.
- (c) If there is reason to suspect that the employee is working while under the influence of an illegal drug or alcohol, the employee will be suspended [with or without] pay until the results of a drug test are made available to Home Helpers Home Care by a testing laboratory.

### 3. Annual Drug Testing

All employees and contractors must participate in the agency's "Annual Drug Testing" process.

### 4. Post-Accident Testing

Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

### 5. Hiring And Employee Retention Process

As part of our retention process, the agency conducts random drug testing of current employees or volunteers at the expense of the agency. The random drug testing will be done without notice to the employees or individuals selected and a refusal to take the drug test or failing the drug test will result in disciplinary action up to and including termination of employment.

- (a) If there is reason to suspect that the employee is working while under the influence of an illegal drug or alcohol, the employee will be suspended [with or without] pay until the results of a drug test are made available to Home Helpers Home Care by a testing laboratory.
- (b) If an employee is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy, or if an employee refuses a request to submit to testing under this policy, the employee may be subject to appropriate disciplinary action, up to and possibly including discharge from employment. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

## B. Collection Procedures

14. Before being asked to submit to a drug test, the employee will receive written notice of the request or requirements.
15. Any drug testing required or requested by Home Helpers Home Care will be conducted by a laboratory licensed by the state. All expenses related to the test will be incurred by the company. The employee will be provided with the test time, date of test, name and location of the laboratory that will analyze the employee's test sample.
16. The laboratory will screen all specimens and confirm all positive screens. There must be a chain of custody from the time specimens are collected through testing and storage.
17. The laboratory will transmit all positive drug test results to the Agency Administrator.
18. If the employee receives notice that the employee's test results were confirmed positive, the Agency will offer individuals with positive results a reasonable opportunity to rebut or explain the results. In addition, the employee may have the same sample retested at the employee's expense.

## C. Consequences

1. Applicants who refuse to cooperate in a drug test or who test positive will not be hired and will not be allowed to reapply/retest in the future.
2. Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture or dispense an illegal drug in violation of this policy will be terminated. If the employee refuses to be tested, yet the company believes he or she is impaired, under no circumstances will the employee be allowed to drive himself or herself home.
3. Employees who test positive, or otherwise violate this policy, will be subject to discipline, up to and including termination.
4. Depending on the circumstances, Home Helpers Home Care may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance basis pursuant to mutually agreeable terms, which could include follow-up drug testing at times and frequencies determined by Home Helpers Home Care for a minimum of one year but not more than two years as well as a waiver of the right to contest any termination resulting from a subsequent positive test. If the employee tests positive again, the employee will be immediately discharged from employment.

## D. Confidentiality

Information and records relating to positive test results, drug and alcohol, and legitimate medical explanations provided to the Agency Administrator will be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

## Acknowledgement and Receipt of The Agency's Drug Testing Policy

### Signature for 26 Tex. Admin. Code § 558.253 – Disclosure of Drug Testing Policy

I understand that, should the content be changed in any way, the Agency/Company may require an additional signature from me to indicate that I am aware of and understand any new policies.

I understand that my signature below indicates that I have received and reviewed a copy of the "Agency Drug Testing Policy".

#### Client's Signature

---

Printed Name of Client

---

Date

---

Signature of Client

---

Date

#### Personal Representative's Signature

---

Printed Name of Representative

---

Date

---

Signature of Representative

---

Date



## §558.256 - Emergency Preparedness & Disaster Planning Fact Sheet

This “Disaster Preparedness and Emergency Response Plan” Fact Sheet, is a summary sheet that details resources/procedures for the quick and efficient linking of clients to other appropriate resources that are useful in preparing, responding and recovering from an emergency event and/or disaster (man-made or natural).

### A. Community Disaster Resources That May Assist A Client During A Disaster

#### 1). Elderly, Persons with Disabilities – Transportation Assistance

- (a) Special Needs registration for disaster evacuation: 2-1-1 Texas (<http://www.211texas.org>) or dial 2-1-1 or call toll free 1-877-541-7905
- (b) Texas Department of Aging and Disability Services: Register for Evacuation Assistance (<http://www.dads.state.tx.us/hurricane/index.cfm>)
- (c) Texas Health and Human Services Commission: Disaster Precautions and Preparedness for Individuals with Brain Injury (<https://hhs.texas.gov/services/disability/office-acquired-brain-injury/individuals-brain-injury>)

#### 2). Be Informed

For Texans, preparedness must now account for man-made disasters as well as natural ones. Knowing what to do during an emergency is an important part of being prepared and may make all the difference when seconds count. <http://www.ready.gov/be-informed>

#### 3). Ready.gov

Get valuable information on **Making a Plan, Building a Kit that meets your families' needs and viewing Texas specific Videos on the importance of preparation:**  
<https://www.txready.org/> (English & Spanish, Checklists in various languages)

#### 4). 2-1-1

Website: (<https://www.211texas.org/211/>) provides a voluntary registry for people who need assistance and evacuation in the case of a hurricane or natural disaster. The public may register year-round. Registry information will be forwarded to local Offices of Emergency Management (OEMs). Local OEMs have the responsibility for coordinating evacuations.

**Note:** Home Helpers Home Health Care LLC, d/b/a Home Helpers Home Care shall collaborate with each client to verify whether the client chooses to registry with 2-1-1.

#### 5). State of Texas Emergency Assistance Registry (STEAR)

STEAR provides citizens with a means to voluntarily register their needs during an emergency response. This registry was developed for people who need assistance during an emergency response, including evacuation assistance during a hurricane response. The public may register for the Texas Emergency Assistance Registry year-round. Participating local Offices of Emergency Management (OEMs) have access to this information. Individuals registering should understand that the Emergency Assistance Registry assists emergency officials in planning for emergency events. Having your information helps to determine what kinds of services might be required during a disaster, and helps responders plan and train more effectively. Communities use the information in different ways, so realize that having your information in the registry does not guarantee that you will receive a specific service during an emergency. Registration is not a substitute for developing and maintaining your family disaster plan.

Any Texan is eligible to register and there are 3 ways to register:

- On the internet at: <https://stear.tdem.texas.gov/Services/STEAR/Login.aspx>

- Call 2-1-1 and select Option 4 to register or call 1-877-541-7905 from your preferred phone relay option. For more information on the 2-1-1 system please go to <https://www.211texas.org/cms/>.
- Either e-mail to [STEAR@dps.texas.gov](mailto:STEAR@dps.texas.gov) or fax to 1-866-557-1074

More information related to the STEAR program can be found at <http://www.dps.texas.gov/dem/stear/public.htm>

6). **Get a Kit**

- **Texas Prepares:**  
The Texas Department of State Health Services has Texas themed video and preparation materials on their site: <https://www.txready.org>
- [Build a Kit of Essential Supplies](#)

7). **After a Disaster**

**Disaster Recovery Guide and eBook**

This disaster recovery guide provides simple information on how individuals, families, and businesses can recover from a disaster such as a wildfire, hurricane, severe weather, and more. Created by the Texas AgriLife Extension Service, The Texas A&M System. An eBook is available for download to many mobile devices. A PDF version is also available in English and Spanish.

8). **Finding Family and Friend**

- To find friends and family or to register yourself as safe, visit: <https://safeandwell.communityos.org/cms/>
- American Red Cross: Contact and Locate Loved Ones (<https://www.redcross.org/get-help/disaster-relief-and-recovery-services/contact-and-locate-loved-ones.html>) or call toll free 1-877-568-3317
- Missing Persons Registry call toll free 1-800-733-2767
- Next of Kin Registry (<http://www.nokr.org/nok/restricted/home.htm>)

9). **Lost Pets**

- Helping Lost Pets (<http://www.helpinglostpets.com/>)
- Lost Dogs of Texas (<https://www.facebook.com/findtexasdogs?fref=ts.%20>)
- Texas Animal Health Commission: Emergency Management & Response (<http://www.tahc.texas.gov/emergency/>) or call toll free 1-800-550-8242
- American Society for the Prevention of Cruelty to Animals (ASPCA): Find a Lost Pet (<https://www.aspca.org/pet-care/general-pet-care/finding-lost-pet>) or call toll free 1-888-666-2279

10). **Additional Resources**

Disaster Relief Resources: Individuals and Families, (Refer to <https://www.tdhca.state.tx.us/disaster-resources/>)

## §558.256 - Clients Preparedness During An Emergency Event Or Disaster

The Cross Generational Home Health Care d/b/a Home Helpers Home Care's ("Company") "Disaster Preparedness and Emergency Response Plan" is our emergency response action plan that aids the program staff during a disaster and it also describes our procedures for ensuring safety in a disaster, reducing the potential for damage from a disaster, and maintaining or rapidly resuming essential services during and after a disaster. It also describes processes for the reengagement of clients once the program can again offer regular services. This document provides guidance for clients and staff members on reducing the Company's exposure to threats and hazards and retaining and restoring the Company's capacity to function when a disaster does occur.

Cross Generational Home Health Care LLC, d/b/a Home Helpers Home Care will triage clients using a four-class system (Class I, II, III and IV) and assign to Clients during Free Assessment after becoming an active Client. This system will categorize clients based on services provided by the agency, the need for continuity of services provided by Cross Generational Home Health Care LLC, d/b/a Home Helpers Home Care and the availability of someone to assume responsibility for a Client's emergency response plan if needed by the Client. Each level is defined as follows:

- (a). **Class I** - Indicates that the client has the Emergency Preparedness Plan in his/her Homebook but needs the Caregiver or Family Member to make initial coordination to initiate plan with family member on-call. Client in this level potential to be life threatening without care. Requires ongoing treatment to preserve life. Unable to evacuate/transport self. Unable to withstand any interruption in power supply. Requires transport to an acute care facility or specialized shelter situation. An example would be: Ventilator dependent.
- (b). **Class II** - Indicates that the client has the Emergency Preparedness Plan in his/her Homebook but needs the Caregiver or Family Member to make initial coordination to initiate plan with family member on-call. Not immediately life threatening but Client may suffer adverse effect without service. Visits may be postponed for 24-48 hours with minimal adverse effect. Able to withstand up to 48-hour power interruption. Unable to transfer/transport self or no transportation available from caregiver. An example would be: Insulin dependent and unable to self-inject.
- (c). **Class III** - Indicates that the client has the Emergency Preparedness Plan in his/her Homebook but needs the Caregiver or Family Member to make initial coordination to initiate plan with family member on-call. Low potential for adverse effect if visits are delayed 48 to 72 hours. Able to care for self or willing and able caregiver readily available. Transportation available from family, friends, volunteers or Caregiver. An example would be: insulin dependent diabetic who can self-inject and perform glucometer checks but needs phone support or further education, tube feeding.
- (d). **Class IV** - Indicates that the client has the Emergency Preparedness Plan in his/her Homebook but needs the Caregiver or Family Member to make initial coordination to initiate plan with family member on-call. Visits may be postponed 72 hours or more with little or no adverse effects. Willing and able Caregiver readily available or Client independent in most activities of daily living. Transportation available from family, friends, volunteers or caregiver. An example would be: Blood pressure monitoring, Foley catheter changes, personal care only.

### A). Procedures to Identify A Client Who May Need Evacuation Assistance From Local Or State Jurisdictions Because The Client, cannot provide or arrange for his or her transportation; or has special health care needs requiring special transportation assistance.

- (1). During an actual emergency event, Cross Generational Home Health Care LLC, d/b/a Home Helpers Home Care ("Company"), (210) 313-8567 will have had already triaged clients using a four-class system (Assigned during the initial Free Assessment briefing with Client and or Family Member) to acknowledge the condition of Clients and to determine whether

the Client needs support with transportation to or care before or after arrival to a designated location. One of the Four Class Codes agreed upon that matches the Client's condition shall be signed, by a Nurse, Client or Representative during the Free Assessment, when the Code assigned to the Client for an emergency, such as a disaster, for movement and care.

- (2). These procedures would have been rehearsed and provided to Clients within one month after the Free Assessment briefing with the Company representative. This information shall be maintained in the Client's "HomeBook Binder", in their home or living area, for care team usage during rehearsal and other agencies during a real-world disaster.

B). **Disaster Supply Kit.** Clients will maintain an emergency kit in their car or in a carrying bag in the closet nearest to front door. The Company's alternate meeting place if the agency is not accessible shall be determined during the situation and provided when possible to the Client.

- i. The Company Caregivers shall assist Client with building his/her "Disaster Supply Kit" with enough supplies to last at least 3 days.
- ii. Clients and Caregivers are encouraged to use the "Texas Ready Resources Pamphlet" to build the "Disaster Supply Kit".

C). **Emergency Communication Plan.**

- (1). During the Free Assessment brief, the Agency Administrator and/or Care Coordinator will explain to the Client and or Family Member the communication process for collaborating with clients and caregivers during an emergency disaster.
- (2). During an emergency event, the client should follow the guidance listed in the Home Book, and allow assistance from emergency personnel, the caregiver, family members, and/or friends.
- (3). Since communication networks, such as mobile phones and computers, could be unreliable during disasters, and electricity could be disrupted, the Company will attempt to continuously contact all employees and clients, to inform them of the disaster and other information. If no contact is made with the caregiver or family member, the caregiver shall take appropriate action as necessary to assist the client and himself/herself and attempt to contact the Company, and the applicable family member or whomever is necessary thereafter.
- (4). Clients are encouraged to use the following modes of communication during an Emergency Disaster.

(a). **Wireless Emergency Alerts via the Mobile Phone.** Wireless Emergency Alerts (WEAs) are just one of the ways public safety officials can quickly and effectively alert the public to serious emergencies. They are sent through the [Integrated Public Alert and Warning System \(IPAWS\)](#), which integrates the nation's alert and warning systems, technologies and infrastructure.

- WEAs can be sent by state and local public safety officials, the National Weather Service, the National Center for Missing and Exploited Children and the president of the United States.
- WEAs can be issued for three alert categories: imminent threat, AMBER and presidential.
- WEAs look like text messages but are designed to get your attention with a unique sound and vibration repeated twice.
- WEAs are no more than 90 characters and include the type and time of the alert, any action you should take and the agency issuing the alert.
- WEAs are not affected by network congestion and will not disrupt texts, calls or data sessions that are in progress.
- Mobile users are not charged for receiving WEAs and there is no need to subscribe.

- (b). Emergency Alert System (EAS). The Emergency Alert System (EAS) is a national public warning system that allows the president to address the American people within 10 minutes during a national emergency. The alerts are sent through broadcasters, satellite digital audio services, direct broadcast satellite providers, cable television systems and wireless cable systems.
- The EAS may also be used by state and local authorities to deliver important emergency information such as weather information, imminent threats, AMBER alerts and local incident information targeted to specific areas.
  - The president has sole responsibility for determining when the national-level EAS will be activated. FEMA is responsible for national-level EAS tests and exercises.
  - The EAS is also used when all other means of alerting the public are unavailable.
- (c). NOAA Weather Radio. NOAA Weather Radio All Hazards (NWR) is a nationwide network of radio stations that broadcast continuous weather information from the nearest National Weather Service office.
- NWR broadcasts official warnings, watches, forecasts and other hazard information 24 hours a day, seven days a week.
  - NWR also broadcasts alerts of non-weather emergencies such as national security or public safety threats through the Emergency Alert System.
- (d). The Company shall contact the client via mobile phone and text messaging. If the client has a mobile phone, the Company will contact the client via mobile phone first; however, if unsuccessfully, the Company will contact the client via a “text message”. A “text message” may get through when a phone call will not. This is because a “text message” requires far less bandwidth than a phone call. Text messages may also save and then send automatically as soon as BEST, as capacity becomes available.
- (e). The Company shall contact the client via landline. For clients that maintain a household landline and analog phone (with battery backup if it has a cordless receiver), they will be contacted on his/her landline when the mobile phone service is unavailable. Those who are Deaf or hard of hearing, or who have speech disabilities and use devices and services that depend on digital technology (e.g., VRS, Internet Protocol [IP] Relay, or captioning) should have an analog phone (e.g., TTY, amplified phone, or caption phone) with battery backup in case Internet or mobile service is down.
- (f). The Company shall contact the client via social media networks. Clients and caregivers are urged to use the Internet to communicate by email, Twitter, Facebook, and other social media networks. These communication channels allow information to be shared quickly with a widespread audience or to find out if clients and/or loved ones are OK. The Internet can also be used for telephone calls through Voice over Internet Protocol. For those who are Deaf or hard of hearing, or who have speech disabilities, calls can be made through the IP Relay provider.
- (g). Caregivers working at the client's home during a disaster shall contact the Company via pay phone. Caregivers will use a pay phone if available to communicate with the Agency Administrator. The Pay Phone may have less congestion because these phones don't rely on electricity or mobile networks. In some public places, the Client may be able to find a TTY that can be used by those who are Deaf or hard of hearing, or who have speech disabilities.

D). Emergency or Hazard within the client's home. If there is an emergency or a hazard such as a fire or chemical spill, within the client's home, apartment or other building, occupants within the building should be evacuated or relocated to safety. Other incidents such as a bomb threat or receipt of a suspicious package may also require evacuation. If a tornado warning is broadcast, everyone should be moved to the strongest part of the building and away from exterior glass. If a transportation accident on a nearby highway results in the release of a chemical cloud, the fire department may warn to “shelter-in-place.” To protect employees from an act of violence, “lockdown” should be broadcast, and everyone should hide or barricade themselves from the perpetrator.

E). The Client MUST never be abandoned or left alone. Caregivers will contact the Company once their requirements are met and HOME HELPERS® and the Home Helpers logo are registered trademarks of H.H. Franchising Systems, Inc. Each office is an independent licensed user of those trademarks. Proprietary and confidential property of H.H. Franchising Systems, Inc. are used under license.

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he/she may be released to link-up with their family for their evacuation process. If there is no contact with Cross Generational Home Health Care LLC d/b/a Home Helpers Home Care, during the Caregiver's shift with Client, the Caregiver will care for the Client and take common sense actions in caring for Client before departing site and will report their actions thereafter.

- F). The Company will make a good faith effort to comply with the requirements of this policy during a disaster. If the agency is unable to comply with any of the requirements of this policy, the agency will document in the agency's records attempts of staff to follow procedures outlined in the Emergency Preparedness and Response Plan.
- G). Certain emergency situations that are beyond the Company's control, such as when roads are impassable or when a Client relocates to a place unknown to the agency may make it impossible to provide services. If it is not possible to reach the Clients due to impassable roads, the company will contact the appropriate county or city emergency management official to respond as appropriate. If the client relocates to an unknown location, the Company will document attempts in the Company's records to locate the client and inform the physician or practitioner if involved with the Client's ongoing care.

#### H). Training

The Company will conduct training on Emergency Preparedness of staff and conduct a Semi-Annually Drill during the first business day of April and October for Company Employees, Clients, Family Members, and related Agencies during an unexpected disaster scenario that requires hands-on collective training, that will assist in improving our Emergency Preparedness Plan.

## Acknowledgement and Receipt For “ERPR Fact Sheet”

### Signature for 26 Tex. Admin. Code § 558.256 – Emergency Preparedness Planning and Response (ERPR) Implementation

I understand that, should the content be changed in any way, the Agency/Company may require an additional signature from me to indicate that I am aware of and understand any new policies.

I understand that my signature below indicates that I have read and understood the above statements and have received a copy of the “Disaster Planning Fact Sheet”.

### Client's Signature

---

Printed Name of Client

---

Date

---

Signature of Client

---

Date

### Personal Representative's Signature

---

Printed Name of Representative

---

Date

---

Signature of Representative

---

Date

## §558.281-Client Care “Needs Assessment”

### Part I – Initial Telephone Call Assessment

#### 1. Caller's Information

Caller's Name \_\_\_\_\_ Phone: \_\_\_\_\_

Relationship to Potential Client: \_\_\_\_\_ Email: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

#### 2. Potential Client's Information

Salutation of Potential Client: \_\_\_\_\_ Name: \_\_\_\_\_

Address \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Veteran: \_\_\_\_\_

Branch of Service: \_\_\_\_\_ Dates of Service: \_\_\_\_\_

#### 3. Client's Method of Payment

Method of Payment		
Private Pay	Long Term Insurance	Medicaid

- (a) If obvious potential client will not qualify for our services, provide an appropriate referral.  
 (b) If potential client appears qualified for our services, then schedule an in-home assessment.

#### 4. Triggering Event?

Recently Release From Hospital in past 30 days? Specify discharge date	
What prompted you to feel in-home care was needed (or a change in care agencies was needed)? Examples: emotional needs, home life observations/relationships, family schedules & client history	
How long have you been dealing with this situation?	
How/what have you done to cope with the situation?	
What options are being considered?	
How were you hoping Home Helpers could assist you?	



Taking Care of Self or Others?	
Personally, know or agree to Help?	
Has in-home care been advised by a medical professional?	

5. **Top three (3) Goals For Potential Client and which is Most Important?**

Goal 1	
Goal 2	
Goal 3	

6. **Persons of Contact.** Who would you like to be involved in this process? Note the suspected decision maker(s) and the relationship

Name:	
Address, City, State and Zip code:	
Phone Number:	
Email Address:	
Legal Authorized Representative?	
Authorized to view and modify the Plan of Care?	
Authorized to access to Family Room in Clear Care?	
Direct Link Status? Responder and/or Notify Only	

Name:	
Address, City, State and Zip code:	
Phone Number:	
Email Address:	
Legal Authorized Representative?	
Authorized to view and modify the Plan of Care?	
Authorized to access to Family Room in Clear Care?	
Direct Link Status? Responder and/or Notify Only	

7. **Assessment Information**

Conducted By:	Kimberly Byrd, Agency Administrator
Date Conducted:	
Call Resulted in request for Additional Information and or Request For Services? Specify	
Proposed Start Date of Care	

**Part II – Completed during home visit with Client and/or Legal Authorized Representative (LAR)**8. **Actual start of care date:** \_\_\_\_\_9. **Days Per Week For Care Proposal:** Specify times in the applicable cells.

Sun	Mon	Tues	Wed	Thurs	Fria	Sat

10. **Allergies (Medication and Food).** Specify All


11. **Client's current situation/condition.** Refer to the Table Below for Pre-Existing Conditions; Circle all that apply.

Condition & Chronic Illnesses		
Alzheimer's Disease	Glaucoma	Oxygen
Artery, Heart Disease	Feeding Tube	Parkinson's disease
Blind	Hearing Loss	Poor Diet
Back Surgery	Kidney Disease	Sensitive To Smell
Cancer	Hip/Knee Replacement	Stroke
Cataracts	Hearing Loss	Swallowing (problems)
Colostomy Bag	Macular Degeneration	Smoker
Congestive Heart Failure	Multiple Sclerosis	Speech (problems)
Dementia <a href="#">Scales For Rating Dementia</a>	Muscular Dystrophy	Spinal Injury or Disease
Diabetes	Osteoporosis	Traumatic Brain Injury
Depression	Other- Specify	Ulcers

12. **Behavioral Changes.** Refer to the Table Below and Circle all that apply.

Behavioral Changes		
Agitation	Paranoia	Speech (disorganized) saying or thinking things that seem illogical or bizarre to others
Anxiety	Poor Judgment	Sundowning
Frequent Mood Changes	Problems Completing Tasks	Spatial/Visual Relationships
Depression	Problem Solving	Short Term Memory Loss
Confusion Of Time/Place	Other - Specify	Wandering
Fear	Repetition	Withdrawal
Hallucinations	Sleeping Problems	*Can't Be Left Alone
Misplacing Items	Suspicion	

13. **Physical Therapy (PT) and Occupational Therapy (OT)**

- (a). Is Potential Client currently receiving care from a licensed PT or OT?  
(b). Has PT/OT provided exercise instructions and routine to the Caregiver?

14. **Ambulation & Transfer** - Does Potential Client Require Ambulation and Transfer Assistance? Specify Transfer Type and Level of Assistance in the Table below. Examples, bed to wheelchair, wheelchair to shower chair etc.

- (a). **Ambulation:** specifically relates to walking without assistance.  
(b). **Ambulate With Assistance:** means to help an individual get on their feet and start walking with the help of someone else or something.  
(c). **Transfers:** involve moving patients horizontally from one flat location to another (i.e., from a bed to a stretcher).  
(d). **Bed Mobility:** The ability to move around in bed, including actions like scooting, rolling, or moving from lying to sitting and sitting to lying.

Dependent	Maximum	Moderate	Minimum	Contact	Standby	Independent

15. **Ambulatory Assistive Devices/Transfer Aids and Equipment** – Circle All that Apply

Hospital Bed	Geri Chair	Hoyer/Lift (Transfer Aid)
Bed Rails	Grab Bars	* Poor Balance Recommend Safety Assessment
Bed Commode	Lift Chair	Walker
Cane	Shower Chair	Wheelchair
Gait Belt (Transfer Aid)	Hand Help Shower Rails	Rollator
Geri Chair	* History of Falling Recommend Safety Assessment	Other – Specify

## DEFINITIONS

- **Dependent:**
  - During dependent mobility, you are unable to help at all. This means that another person(s) or assistive device(s) are used to assist in mobility efforts.
- **Maximal Assist:**
  - Maximal assist is when the assisting person(s) or device(s) are required to perform approximately 75 percent of the work of a mobility task while you perform 25 percent of the work.
- **Moderate Assist:**
  - Moderate assist is when the assisting person(s) or device(s) are required to perform approximately 50 percent of the work of a mobility task while you perform 50 percent of the work.
- **Minimal Assist:**
  - Minimal assist is when the assisting person(s) or device(s) are required to perform approximately 25 percent of the work of a mobility task while you perform 75 percent of the work.
- **Contact Guard Assist:**
  - With contact guard assist, the assisting person has one or two hands on your body but provides no other assistance to perform the functional mobility task. The contact is made to help steady your body or help with balance.
- **Stand-by Assist:**
  - During stand-by assist, the assisting person does not touch you or provide any assistance, but needs to be close by for safety in case you lose your balance or need help to maintain safety during the task being performed.
- **Independent:**
  - Independent status means that you can perform the functional task with no help and that you are safe during the task.
- **Tactile and Verbal Cues:**
  - Other types of assistance that may be noted are tactile cues (guiding touches) or verbal cues that may need to be given in order to remain safe during the mobility task. Tactile and verbal cues may only be reminders on technique in order to complete the task effectively and safely.

16. **Sleep Patterns.** Circle All that Apply

Sleeps through the Night and Gets up for Toileting Geri Chair	Frequently awakens and Difficulty returning to sleep
Frequently sleeps throughout the day (frequent naps)	Difficulty sleeping at night
Special Notes: Specify	

17. **Potential Client's Current Level of Need with his/her ADL & IADL skills.** Circle the applicable level.

Activities of Daily Living (ADL)	Level of Need (Circle One)
<b>Ambulation &amp; Transfer</b> assist with transfer, transfer with lift, walk with client	None, Independent, Dependent, Requires Assistance
<b>Bathing</b> assist in and out of tub/shower, bathe client, monitor or encourage	None, Independent, Dependent, Requires Assistance
<b>Continence</b> assistance in & out of diapers, monitor diaper supply	None, Independent, Dependent, Requires Assistance
<b>Dressing &amp; Grooming</b> assist with dressing, hair brushing, teeth brushing, floss & shaving, etc	None, Independent, Dependent, Requires Assistance
<b>Eating</b> assist with meal or feeding	None, Independent, Dependent, Requires Assistance
<b>Toileting</b> assist getting on and off toilet, walk to toilet, empty catheter	None, Independent, Dependent, Requires Assistance

Instrumental Activities of Daily Living (IADL)	Level of Need (Circle One)
<b>Housework change bed linens/make bed, light cleaning (bathroom &amp; living area), dishes, empty trash, vacuum, mop</b>	None, Independent, Dependent, Requires Assistance
<b>Laundry</b> cleaning, ironing, folding & putting away clothes	None, Independent, Dependent, Requires Assistance
<b>Medication</b> medication reminding, supervision, assisting with setting medication dispenser timers	None, Independent, Dependent, Requires Assistance
<b>Money &amp; Bills</b> check mail, assist with bill pay	None, Independent, Dependent, Requires Assistance
<b>Pet Care</b> feed, clean/change litter-box, water, walk	None, Independent, Dependent, Requires Assistance
<b>Preparing Meals</b> opening containers, cooking & serving	None, Independent, Dependent, Requires Assistance
<b>Shopping</b> Go to grocery store, assistance with Online grocery shopping	None, Independent, Dependent, Requires Assistance
<b>Traveling</b> drive to appointments, errands or accompanying on bus, taxi, uber	None, Independent, Dependent, Requires Assistance
<b>Using Telephone/ Computer</b> answer phone if rings, check voicemail messages, remind to carry & charge phone, assist with using computer	None, Independent, Dependent, Requires Assistance
<b>Direct Link install PERS, medication dispenser, remind client to carry &amp; charge monitoring system</b>	None, Independent, Dependent, Requires Assistance

#### 18. Daily Routine & Activities – Circle All that Apply

<b>Activities at home:</b> <i>Reading, board games, hobbies, music, baking, etc.</i>	
<b>Activities away from home:</b> <i>Parks, gardens, outings, lunches, etc.</i>	
<b>Favorite restaurants/shops:</b>	
<b>Family/friends/neighbors:</b> <i>Regular visitors, etc.</i>	

#### 19. Medication Reminders Needed?

<b>Who is responsible for managing client medications?</b>	
<b>Who is responsible for setting up mds?</b>	
<b>Where does Client get prescriptions refilled?</b>	

## §558.281 - Client Care: “Home Safety Assessment Checklist”

### General Questions

	Yes	No
Are there working smoke detectors on every floor?		
Are the smoke detectors in working condition?		
Do you have at least one carbon monoxide detector?		
Are all electrical cords free of frays?		
Are there any outlets or switches that are unusually warm to the touch?		
Is there adequate lighting throughout the house?		
Are small rugs, runners and area rugs slip resistant?		
Is the house free of pests?		
Is the air temperature and quality comfortable?		
Are emergency phone numbers posted near the phone?		
Do you have access to a telephone if you fall?		
Are all medications properly stored in the containers they came in and clearly labeled?		
Are there any light bulbs that need to be replaced?		
Are there items stored on stairways or thoroughfares?		
Are you mindful of alarms and able to exit in an emergency?		
Do you know not to allow strangers in the house?		
Are entries and exits well lighted?		
Do the doors have lever-action handles instead of round knobs?		
Is the water heater thermostat is set at 120 degrees Fahrenheit or lower to prevent accidental scalding?		
Is carpeting and/or rugs worn or torn?		
Are appliances, lamps and cords clean and in good condition?		
Is any outlet overloaded?		
Are telephones located in each room? Can they be reached from the floor in case of a fall? If not recommend Direct Link Fall Sensor.		
Are electrical cords placed out of the flow of traffic and out from underneath rugs and furniture?		
Is the home easy to navigate and free of fall risks such as open extension cords and loose rugs?		
Is the house adequately heated and cooled?		
Are you able to manage the thermostat?		
Are space heaters being used safely?		
Is the house reasonably clean and tidy?		
Is the house stocked with dish soap, body soap and cleaning supplies?		

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	Yes	No
Is the house well lighted?		
Are electrical systems functioning properly?		
Are working night lights placed appropriately throughout the house?		
Is there a phone or emergency call system easily accessible to your loved in all rooms?		
Are you able to dial 9-1-1 for help in emergency?		
Are your pets doing well and being cared for adequately?		
Are entries and exits from the home safe for you?		
Are the interior stairs senior-friendly, with rails on both sides?		
Are the trash and recycling bins picked up and managed properly?		
<b>NOTES:</b>   		

## General Solutions

Make sure the occupant can move through the door with ease but be able to keep out unwanted visitors. Both inside and outside should be well lit and free of clutter.

To help accomplish these goals, consider:

- Watch out for risky areas such as stairs leading to porch.
- Ask when the batteries were changed for the smoke detectors. Change the batteries at least once year, preferably twice, when Daylight Saving Time begins and ends.
- Place electrical cords or extension cords along the walls.
- Check for burned out light bulbs and ensure that electrical cords are not frayed or presenting electrical hazards.
- Look for multiple appliances or devices powered by one single outlet.
- Display emergency numbers and your home address near all telephones.
- Prevent dryer fires in the laundry room.
- Clean up spills.

## Entryway Questions

	Yes	No
Can you enter your house or apartment safely?		
Is a secure railing present?		
Can you view visitors prior to their entry?		
Is the lock in working order?		
Is doorway well lit inside and out?		

**NOTES:****Entryway Solutions**

Make sure the occupant can move through the door with ease, but be able to keep out unwanted visitors. Both inside and outside should be well lit and free of clutter.

To help accomplish these goals, consider:

- Door lever adapter for easy opening and joint protection.
- Peep hole.
- Key turners provide a comfortable grip and increased leverage while turning the key.
- Deadbolt lock.

**Living Area Questions**

	Yes	No
Is there an uncluttered walking pathway?		
Can you get up and down safely from the sofa or chair?		
Can you open and close the windows?		
Can you manage the television/remote control?		
Can you manipulate the light switches?		
Are there any electrical cords creating a trip hazard?		
<b>NOTES:</b>		

**Living Area Solutions**

Look not only at the space itself, but how the owners use the space. Ask them to sit and rise from their furniture to identify needs. Simplifying the space by minimizing decorations and clutter will make for less housekeeping and easier movement through the space.

To help accomplish these goals, consider:

- Walker or tripod canes to assist in rising and sitting.
- Grounded circuit power strips.
- Sofas and chairs are either too low or too deep to get in and out of easily.
- Electrical cords are placed along the walls (not under rugs) and away from the traffic areas.
- Pad sharp edges.
- Prevent chimney fires.
- Lift chair.
- Night lights.

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- Sofas and chairs have full arms to aid in sitting or rising.
- Furniture which might be used for support when walking or rising, is steady and does not tilt.
- Keep things that can burn away from fireplace.

## Bedroom Questions

	Yes	No
Can you get in and out of bed safely?		
Are the lights accessible from your bed?		
Can you reach the phone from your bed?		
Is there a clear path to the bathroom?		
Can you reach the clothes in your closet?		
<b>NOTES:</b>		

## Bedroom Solutions

Getting out of bed can be difficult for many seniors. This task can be made easier through the use of grab bars and handles or specialized beds. Dressing and undressing may also be difficult due to limited mobility, but can be made easier through the use of some simple dressing aids. There should be a working light and telephone or emergency call system within reach of the bed.

To help accomplish these goals, consider:

- Lamp or flashlight is kept within reach of bed.
- Plenty of room left to walk around the bed.
- Sturdy chair with arms where you can sit to dress.
- Use of night light to brighten the way to bathroom at night.
- Adequate sized nightstand or small table for the telephone, glasses, or other important items.
- A telephone jack is installed in the room.
- *Recommend a Direct Link Fall Sensor as part of the care plan.*

## Bathroom Questions

	Yes	No
Can you safely get into and out of the tub or shower?		
Would sitting make bathing easier?		
Do you have a bathmat or non-skid strips in place?		
Do you have problems getting on or off the toilet?		
Are all the outlets grounded?		
Can you manipulate the light switches?		
Can you functionally use the sink?		

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Are grab bars are installed on the walls by the bathtub and the toilet?		
Are the towel bars and the soap dish in the shower stall are durable and are firmly installed?		
Is a single-lever mixing faucet being used? If not, are the faucet handles easy to grasp?		
Are you able to toilet safely?		
Are you able to get on and off the commode with ease? If not, consider a toilet seat.		
If necessary, are there stable, secure grab bars in the bathroom?		
Are you able to transfer into the bathroom or shower safely? If not, consider a transfer bench.		
Does the bath or shower have a non-slip mat or strips?		
Is the bathroom clean and sanitary?		
If your loved on uses incontinence supplies, are they being disposed of properly?		
<b>NOTES:</b>   		

## Bathroom Solutions

Bathing presents many safety hazards because of the combination of wet and hard surfaces. There should be plenty of hand holds and non-slip surfaces covering the floor and tub/shower surface. The use of a seat in the shower reduces the risk of fall. Sitting and rising from the toilet can also be made easier through the use of modified seats and grab bars.

To help accomplish these goals, consider:

- Safety bath chair.
- Hand held shower adapter for a bathtub.
- Long handled sponge.
- Toe washer.
- Grab bars.
- Bathroom door open outward.
- Use a foam rubber faucet cover (often used for small children) in the tub to prevent serious injury should the person fall.
- Bathtub transfer bench.
- Toilet safety frame to provide a secure hand grip.
- Elevated toilet seat.
- Slip proof bath mat.
- *Ground fault circuit interrupter* outlets.
- Bathroom has a safe supplemental heat source and ventilation system

## Kitchen Questions

	Yes	No
Are the appliances in working order?		
Can you manipulate the sink faucets?		
Is the refrigerator clean and sanitary? Is there expired food?		
Can you open and close high and low cabinets with ease?		

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Is there adequate workspace available?		
Can you comfortably reach dishes, pots and silverware?		
Can you comfortably reach the stove controls?		
Can you properly manage the stove door?		
Can you reach all outlets?		
Can you safely transport food to the eating area?		
Are all sharp objects safely stored?		
Are there any flammable items stored or stacked on or near the stove?		
Do you have a step stool which is stable and in good condition?		
Do the range and sink areas have adequate lighting?		
Are shiny or glaring work surfaces avoided?		
Are light switches located near the doors?		
Is the lighting of counter tops enough for meal preparation?		
Are the curtains out of range from where they might fall onto a burner?		
Are oven controls clearly marked and easily grasped?		
When cooking, are pan handles turned away from other burners and the edge of the range?		
When cooking, you do not wear garments with long, loose sleeves?		
Are hot pads and pan holders kept near the range?		
If you have a microwave, is it operated only when there is food in it?		
Are small appliances unplugged when not in use?		
Are knives kept in a knife rack or drawer?		
Are countertops and work areas cleared of all unnecessary objects?		
Are drawers and cupboards kept closed?		
Is a sturdy, stable stepladder or step stool is used rather than a chair to reach objects in overhead cabinets?		
If you have a gas range, is it equipped with pilot lights and an automatic cut-off in the event of flame failure? Your local utility service representative can check this for you.		
Are kitchen wall cabinets too high to be easily reached?		
Is there enough countertop space to keep carrying and lifting to a minimum?		
NOTES:		

## Kitchen Solutions

If access to cabinets is limited due to physical ability, place the most used items in the most accessible areas. Look for fire hazards around stove area. Remove any objects that have to be accessed by reaching over the burners. Make sure an extinguisher is at hand and that the

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owners know how to use it. Make sure the refrigerator is set to an appropriate temperature. Learn about aids that make preparing, transporting and eating food safer and easier.

To help accomplish these goals, consider:

- Reachers for high and low places (i.e., the freezer, high cabinets).
- Glasses and cups that fit the hand to aid in holding and drinking for more comfort.
- Eating utensils with large handles and flexibility to increase comfort while eating.
- Trolley to transport food.
- Flooring is not slippery and has a non-glare surface.
- Oven controls are located on the front or side of the oven, so that you don't have to reach over the burners.
- A plate guard to help guide food onto the spoon.
- A paring board with two high sides to hold food in place while preparing and carving food.
- Lightweight cutlery with built up handles to increase comfort and facilitate a sturdier grasp with a weak hand.
- A single-lever mixing faucet is used. This type of faucet controls both the hot and cold water flow with a single control.
- If you have an exhaust hood for the oven, it has easily removable filters for proper cleaning. Clean filters as needed.
- The kitchen exhaust system is internally vented, discharges directly outside, or discharges through ducts to the outside and not into the attic or other unused space.
- Have bright lights.
- Remove tripping hazards.

## Outdoor area

	Yes	No
Are steps and walkways are in good condition?		
Are handrails are sturdy and securely fastened?		
Do doorways, steps, porches, and walkways have good lighting?		
Do hedges, trees, or shrubs hide the view of the street?		
Are garage doors are easy for you to operate, even when snow is piled against them?		
Is the garage is adequately ventilated?		
<b>NOTES:</b>     		

## Outdoor Solutions

To help improve overall safety, consider:

- Place a small bench or table by the entry door to hold parcels while unlocking the door.
- Prune bushes and foliage well away from walkways and doorways.
- Make sure outside lighting is adequate. Light sensors that turn on lights automatically as you approach the house may be useful.
- Consider a NO SOLICITING sign for the front gate or door.

## Stairways and Halls

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	Yes	No
Are steps are in good condition and are free of objects?		
Do steps have non-skid strips?		
Is carpeting on steps is securely fastened and free of fraying or holes?		
Are smoke detectors are in place in hallways and near sleeping areas?		
Are hallways are equipped with night-lights?		
Are there sturdy handrails on both sides of the stairway that are securely fastened?		
Are light switches located at the top and bottom of stairways and at both ends of long hallways?		
Do inside doors swing out over stair steps?		
Is there is enough space in the stairway to avoid bumping your head?		
Do room entrances have raised door thresholds?		
Is it easy to see the leading edge or nosing of each stair tread while walking down stairs?		
Are stairways and hallways are well-lighted?		
<b>NOTES:</b>		

## Stairways and Halls Solutions

To help improve overall safety, consider:

- Mark the edges of steps with bright or reflective tape.
- Use night lights.
- Use safety gates.

## Food Nutrition and Kitchen Safety

	Yes	No
Do you keep a well-stocked pantry and a variety of fresh fruit and vegetables?		
Is there expired or rotten food in the refrigerator?		
Can you prepare a meal without assistance?		
Are you able to buy groceries independently? If not is she/he using an alternative like a grocery delivery service?		
Do you have a healthy appetite?		
Do you maintain a healthy, consistent weight? Sudden increases or decreases in weight are a red-flag.		
Are you aware of foods that may interact negatively with his or her medications?		
Are you able to sense heat (i.e., stove, oven, water)?		

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Are you able to operate the microwave?		
NOTES:		

### Communication and Cognitive Function

	Yes	No
Do you recognize family and friends?		
Do you hear conversations clearly?		
Are you able to clearly communicate your needs?		
Are you showing any obvious signs of short-term memory loss beyond what's considered normal age-related memory loss?		
Do you get lost or experience confusion?		
Are you able to distinguish between products and use potentially harmful chemicals (i.e. bleach) safely?		
NOTES:		

### Medications and Health Status

	Yes	No
Have you visited the doctor in the last year?		
Can you tell us about recent physician visits and any health issues that may have surfaced recently?		
Are you aware of what medicines your parent is taking?		
Are you taking medications properly and as directed?		
If you use medical equipment such as oxygen, is it being used safely and as intended?		
Are special medical issues (i.e. oxygen tanks, diabetic injections, wound-care) being monitored and managed effectively?		
NOTES:		

### Mobility and Functioning

	Yes	No
Do you get around as well as you used to? If not, what is causing the mobility issues?		
Is your balance stable?		
Are you free of signs that may indicate a recent fall, such as bruising?		
Do you have safe and comfortable footwear?		
Do you navigate steps safely?		
Do you have a safe and viable method of transportation?		
If you use mobility aids such as walkers or scooters, are these aids being used correctly and when needed?		
Are you practicing good hygiene?		
Are you able to retrieve mail and newspaper safely?		
Are you able to get in and out of bed safely?		
<b>NOTES:</b>    		

Cross Generational Home Health Care LLC, d/b/a Home Helpers Home Care will triage clients using a four-class system (Class I, II, III and IV) and assign to Clients during Free Assessment after becoming an active Client. This system will categorize clients based on services provided by the agency, the need for continuity of services provided by Cross Generational Home Health Care LLC, d/b/a Home Helpers Home Care and the availability of someone to assume responsibility for a Client's emergency response plan if needed by the Client.

Refer to §558.256 - Clients Preparedness During An Emergency Event Or Disaster

Your triage classification is as follows: \_\_\_\_\_

## §558.282 – Client Conduct, Responsibilities & Clients Rights

### Client's Rights

Clients have the right to:

1. Be cared for by qualified, competent and trained personnel;
2. Be treated with courtesy, dignity and respect;
3. Be spoken to and communicated with in a manner or language they can understand;
4. Receive privacy and confidentiality in regards to their health, social, and financial circumstances and what takes place in their homes, in accordance with laws and Home Helpers policies;
5. Be free from any actions that would be deemed to be abusive (e.g. intimidation, physical/sexual/verbal/mental/emotional/material and/or financial abuse, etc.);
6. Report instances of potential abuse, neglect, exploitation, involving any employee of the Home Helpers, to the appropriate authority (Adult Protective Services, Dept. of Health, etc.)
7. Be dealt with in a manner that recognizes their individuality and is sensitive to and responds to their needs and preferences;
8. Receive services and be cared for with without regard to race, color, age, sex, sexual orientation, religion, linguistics, disability and/or familial/cultural factors;
9. Be informed of the laws, rules and policies affecting the operation of Home Helpers;
10. Be informed of procedures for initiating complaints about the delivery of service, without fear of reprisal or retaliation;
11. Be informed of the cost of services and procedures for notifying them of any increase in the cost of services;
12. Be informed of the Home Helpers' *Code of Ethics* policy;
13. Have their property treated with respect;
14. Participate in the development of their care plan;
15. Provide input on which caregiver they want and to be informed of to whom the caregiver is accountable, (e.g. Home Helpers supervisor);
16. Be briefed and provide prior informed consent regarding any care/procedure/treatment;
17. Expect that Home Helpers will only release information about them if they have given prior authorization and/or if it is a requirement of law;
18. Receive advance notice of any changes in their service, within an agreed upon amount of time;
19. Be informed, within a reasonable amount of time, of Home Helpers' plans to terminate the care or service and/or its intention to transfer care to another Home Helpers caregiver and/or agency
20. The right to voice grievances regarding treatment or care that is, or fails to be furnished, or regarding the lack of respect for property by anyone who is furnishing services on behalf of the agency and must not be subjected to discrimination or reprisal for doing so. The agency will investigate complaints made by a client or by the client's family or guardian regarding treatment or care that is (or fails to be) furnished, or regarding the lack of respect for the client's property by anyone furnishing services on behalf of the agency, and will document both the existence of the complaint and the resolution of the complaint.



## Client's Responsibilities

Clients are responsible for:

1. Providing complete information about matters relating to their health and abilities when it could influence the care they are receiving;
2. Reporting any potential risks that might exist to the Caregiver such as the possibility that a client/family member might have a contagious illness or condition;
3. Reporting unexpected changes in their condition, such as having suffered a mild stroke;
4. Requesting information about anything they do not understand;
5. Contacting the office with any concerns or problems regarding services;
6. Following the *Plan of Care* and/or expressing any concerns they have about the *Plan of Care*;
7. Accepting the consequences, if the *Plan of Care* is not followed;
8. Following the terms and conditions of the *Service Agreement*;
9. Notifying Home Helpers, in advance, of any changes to the work schedule;
10. Notifying Home Helpers of any advanced directives they sign (e.g. a *Do Not Resuscitate* order);
11. Being considerate of property/equipment belonging to Home Helpers and/or the Caregiver;
12. Notifying Home Helpers of any changes being made to their contact information such as address or phone number;
13. Advising Home Helpers of any changes made to their health care professionals (e.g. physician, physiotherapist, occupational therapist, dietician, registered nurse, etc.)
14. Advising Home Helpers if they are not satisfied with the care or services being provided;
15. Paying bills according to agreed upon rates and timeframes;
16. Assuming financial responsibility for all materials, supplies and equipment required for their care;
17. Providing a safe environment for care and services to be provided;
18. Giving reasonable notice, when possible, if service is going to be cancelled;
19. Keeping all weapons in the home away from the work area, preferably in a locked safe, during visits made by the Caregivers;
20. Securing aggressive or menacing pets prior to the Caregiver entering the home;
21. Providing a smoke-free environment when the Caregiver is present;
22. Reviewing and signing the *Employee Time Sheet*, upon completion of shift (if not utilizing Home Helpers' Telephony system);
23. Treating Caregivers in a courteous and respectful manner;
24. Ensuring caregivers are free from any actions that could be deemed to be abusive such as intimidation, physical/ sexual/ verbal/ mental/ emotional/material/ and/or financial abuse, etc.

## Acknowledgement and Receipt For “The Client’s Rights and Responsibilities”

### Signature for 26 Tex. Admin. Code § 558.282 – Client Conduct and Responsibility and Client Rights

I understand that, should the content be changed in any way, the Agency/Company may require an additional signature from me to indicate that I am aware of and understand any new policies.

I understand that my signature below indicates that I have read and understood the above statements and have received a copy of the “Client responsibilities”.

I understand/confirm that my signature below indicates that (1) a verbal discussion of “Client’s Responsibilities” took place, (2) that I was able to understand the “Responsibilities” and (3) that I received a copy of the “Client’s Right and Responsibilities”.

### Client’s Signature

\_\_\_\_\_  
Printed Name of Client

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

### Personal Representative’s Signature

\_\_\_\_\_  
Printed Name of Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

## §558.282 - Rights Of The Elderly

(HRC, Chapter 102)

- A. An elderly individual has all the rights, benefits, responsibilities, and privileges granted by the constitution and laws of this state and the United States, except where lawfully restricted. The elderly individual has the right to be free of interference, coercion, discrimination, and reprisal in exercising these civil rights.
- B. An elderly individual has the right to be treated with dignity and respect for the personal integrity of the individual, without regard to race, religion, national origin, sex, age, disability, marital status, or source of payment. This means that the elderly individual:
  - (a). Has the right to make the individual's own choices regarding the individual's personal affairs, care, benefits, and services;
  - (b). Has the right to be free from abuse, neglect, and exploitation; and
  - (c). If protective measures are required, has the right to designate a guardian or representative to ensure the right to quality stewardship of the individual's affairs.
- C. An elderly individual has the right to be free from physical and mental abuse, including corporal punishment or physical or chemical restraints that are administered for the purpose of discipline or convenience and not required to treat the individual's medical symptoms. A person providing services may use physical or chemical restraints only if the use is authorized in writing by a physician or the use is necessary in an emergency to protect the elderly individual or others from injury. A physician's written authorization for the use of restraints must specify the circumstances under which the restraints may be used and the duration for which the restraints may be used. Except in an emergency, restraints may only be administered by qualified medical personnel.
- D. An elderly individual with an intellectual disability who has a court-appointed guardian of the person may participate in a behavior modification program involving use of restraints or adverse stimuli only with the informed consent of the guardian.
- E. An elderly individual may not be prohibited from communicating in the individual's native language with other individuals or employees for the purpose of acquiring or providing any type of treatment, care, or services.
- F. An elderly individual may complain about the individual's care or treatment. The complaint may be made anonymously or communicated by a person designated by the elderly individual. The person providing service shall promptly respond to resolve the complaint. The person providing services may not discriminate or take other punitive action against an elderly individual who makes a complaint.
- G. An elderly individual is entitled to privacy while attending to personal needs and a private place for receiving visitors or associating with other individuals unless providing privacy would infringe on the rights of other individuals. This right applies to medical treatment, written communications, telephone conversations, meeting with family, and access to resident councils. An elderly person may send and receive unopened mail, and the person providing services shall ensure that the individual's mail is sent and delivered promptly. If an elderly individual is married and the spouse is receiving similar services, the couple may share a room.
- H. An elderly individual may participate in activities of social, religious, or community groups unless the participation interferes with the rights of other persons.
- I. An elderly individual may manage the individual's personal financial affairs. The elderly individual may authorize in writing another person to manage the individual's financial affairs. The elderly individual may choose the manner of financial management, which may include management through or under a money management program, a representative payee program, a financial power of attorney, a trust, or a similar method, and the individual may choose the least restrictive of these methods. A person designated to manage an elderly individual's financial affairs shall do so in accordance with each applicable program policy, law, or rule. On request of the elderly individual or the individual's representative, the person designated to manage the elderly individual's financial affairs shall make available the related financial records and provide an accounting

relating to the financial management. An elderly individual's designation of another person to manage the individual's financial affairs does not affect the individual's ability to exercise another right described by this chapter. If an elderly individual is unable to designate another person to manage the individual's financial affairs and a guardian is designated by a court, the guardian shall manage the individual's financial affairs in accordance with the Estates Code and other applicable laws.

- J. An elderly individual is entitled to access to the individual's personal and clinical records. These records are confidential and may not be released without the elderly individual's consent, except the records may be released:
  - (a). To another person providing services at the time the elderly individual is transferred; or
  - (b). If the release is required by another law.
- K. A person providing services shall fully inform an elderly individual, in language that the individual can understand, of the individual's total medical condition and shall notify the individual whenever there is a significant change in the person's medical condition.
- L. An elderly individual may choose and retain a personal physician and is entitled to be fully informed in advance about treatment or care that may affect the individual's well-being.
- M. An elderly individual may participate in an individual plan of care that describes the individual's medical, nursing, and psychological needs and how the needs will be met.
- N. An elderly individual may refuse medical treatment after the elderly individual:
  - (a). Is advised by the person providing services of the possible consequences of refusing treatment; and
  - (b). Acknowledges that the individual clearly understands the consequences of refusing treatment.
- O. An elderly individual may retain and use personal possessions, including clothing and furnishings, as space permits. The number of personal possessions may be limited for the health and safety of other individuals.
- P. An elderly individual may refuse to perform services for the person providing services.
- Q. Not later than the 30th day after the date the elderly individual is admitted for service, a person providing services shall inform the individual:
  - (a). Whether the individual is entitled to benefits under Medicare or Medicaid; and
  - (b). Which items and services are covered by these benefits, including items or services for which the elderly individual may not be charged.
- R. A person providing services may not transfer or discharge an elderly individual unless:
  - (a). The transfer is for the elderly individual's welfare, and the individual's needs cannot be met by the person providing services;
  - (b). the elderly individual's health is improved sufficiently so that services are no longer needed;
  - (c). The elderly individual's health and safety or the health and safety of another individual would be endangered if the transfer or discharge was not made;
  - (d). The person providing services ceases to operate or to participate in the program that reimburses the person providing services for the elderly individual's treatment or care; or
  - (e). The elderly individual fails, after reasonable and appropriate notices, to pay for services.
- S. Except in an emergency, a person providing services may not transfer or discharge an elderly individual from a residential facility until the 30th day after the date the person providing services provides written notice to the elderly individual, the individual's legal representative, or a member of the individual's family stating:

- (a). That the person providing services intends to transfer or to discharge the elderly individual;
  - (b). The reason for the transfer or discharge listed in subsection (r);
  - (c). The effective date of the transfer or discharge;
  - (d). If the individual is to be transferred, the location to which the individual will be transferred; and
  - (e). The individual's right to appeal the action and the person to whom the appeal should be directed.
- T. An elderly individual may:
- (a). Make a living will by executing a directive under Subchapter B, Chapter 166, Health and Safety Code;
  - (b). Execute a medical power of attorney under Subchapter D, Chapter 166, Health and Safety Code; or
  - (c). Designate a guardian in advance of need to make decisions regarding the individual's health care should the individual become incapacitated.

## Acknowledgement and Receipt For “The Rights of The Elderly”

### Client's Signature

\_\_\_\_\_  
Printed Name of Client

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

### Personal Representative's Signature

\_\_\_\_\_  
Printed Name of Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

## How To File A Grievance/Complaint

- (1). **All Clients of Cross Generational Home Health Care LLC, d/b/a Home Helpers Home Care ('Agency') can file a complaint and/or participate in a Grievance /Complaint investigation without fear of reprisal.**
- (2). **A complaint against Cross Generational Home Health Care LLC d/b/a Home Helpers Home Care ("Company/" Agency") can be directed to either:**
  - (a). **Cross Generational Home Health Care LLC, d/b/a Home Helpers Home Care**  
 Attn: Kimberly Byrd, Agency Administrator/President  
 1452 Hughes Rd, Suite 200  
 Grapevine Texas, 76501  
 Email: kbyrd@homehelpershomecare.com  
 Fax: 817-873-5001  
 Office: (817) 600-5393 or cell:(210) 313-8567
  - (b). **Texas Health and Human Services**  
 Complaint and Incident Intake  
 Mail Code E249  
 P.O. Box 149030  
 Austin, TX 78714-9030  
 Fax: 512-438-2724 or 512-438-2722  
 Toll Free: 1800-458-5898, Option 5  
 To submit a complaint online, please visit the link (<https://txhhs.force.com/complaint>).
- (3). **If the grievance/complaint is reported to the Company, the Agency Administrator shall investigate the complaint immediately.**

Please make sure to include the following when filing a grievance/complaint:

- (a). Your name, address and daytime phone number
  - (b). Your relationship to the person on whose behalf you are making a complaint
  - (c). The names of person(s) involved
  - (d). Briefly tell us your complaint
  - (e). Please do not send documents, pictures or video tapes, but let us know if you have them.
- (4). **If the Company has "cause to believe" (as the term is defined in 40 TAC §97.249) that a client has been abused, neglected or exploited by an employee, volunteer or contractor of the agency, it must report the information/allegation within 24 hours to:**
  - (a). Department of Family and Protective Services (DFPS) at 1 (800) 252-5400: DFPS staff is available 24 hours a day, seven days a week to receive ANE reports. An intake ID number will be provided to document the report. Reports to DFPS may also be made via the DFPS secure website. **AND**
  - (b). Texas Department of Aging and Disability Services (DADS)/Health and Human Services (HHS). at 1 (800) 458-9858: ANE incidents are to be reported to this telephone number regardless of the day or hour. After normal business hours, and on weekends and holidays, callers must leave a message. These messages are monitored and timely contacts are made to obtain details and confirm receipt of the report. Reports to DADS may also be made online.
- (5). **The Agency Administrator will send a Provider Investigation form to the THHS state office no later than the 10th day after reporting the act to DADS and the Department of Family and Protective Services. It will include the following information:**
  - (a). Incident date
  - (b). Alleged victim
  - (c). Alleged perpetrator
  - (d). Any witnesses
  - (e). Allegation
  - (f). Any injury or adverse effect

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- (g). Any assessments made
  - (h). Any treatment required
  - (i). The investigation summary
  - (j). Any action taken
- (6). The agency shall complete the investigation and documentation within 30 days after the agency receives a complaint or report of abuse, neglect, and exploitation, unless the agency has and documents reasonable cause for a delay.
- (7). The Continuous Quality Improvement (CQI) Team will investigate significant complaints to determine resolution. They are empowered to use whatever means necessary to resolve the issue (i.e.: obtaining outside help, conducting interviews, reporting to state authorities, etc.). Note: The CQI Team consists of the Agency Administrator, Alternate Administrator, Field Supervisor, and Scheduler Mgr.
- (8). The CQI Team will insure, in every complaint resolution, that the client's care of services continues uninterrupted by the complaint resolution process.
- (9). If the Client/Family Member, complainant etc. continues to display dissatisfaction, the Agency Administrator will again remind the complainant of their right to file a complaint against this agency with:

**Texas Health and Human Services**

Complaint and Incident Intake

Mail Code E249

P.O. Box 149030

Austin, TX 78714-9030

Fax: 512-438-2724 or 512-438-2722

Toll Free: 1800-458-5898, Option 5

To submit a complaint online, please visit the link (<https://txhhs.force.com/complaint>).

**Note: Note: In order to report Abuse or Neglect contact the Texas Department of Family and Protective Services Hotline 1-800-252-5400**

Your signature and/or your representative's signature indicate that you and/or your representative have read, understand and acknowledge receipt of the Grievance Policy.

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

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



## §558.283 - “Advance Directives Notice”

### A. Advance Directives

These are legal documents that allow a person to convey your decisions about end-of-life care ahead of time. They provide a way for a person to communicate his/her wishes to family, friends and health care professionals, and to avoid confusion later on. They include the following documents:

#### 1. Declaration for Mental Health Treatment

This document allows you to make decisions in advance about mental health treatment and specifically three types of mental health treatment: psychoactive medication, convulsive therapy and emergency mental health treatment. The instructions that you include in this declaration will be followed only if a court believes that you are incapacitated to make treatment decisions. Otherwise, you will be considered able to give or withhold consent for the treatments.

#### 2. Directive to Physicians and Family or Surrogates Form

This form is designed to help you communicate your wishes about medical treatment at some time in the future when you are unable to make your wishes known because of illness or injury.

#### 3. Medical Power of Attorney Form

Except to the extent you state otherwise, this document gives the person you name as your agent the authority to make any and all health care decisions for you in accordance with your wishes, including your religious and moral beliefs, when you are no longer capable of making them yourself.

#### 4. Out-of-Hospital Do Not Resuscitate (DNR) Information & Form

This form instructs emergency medical personnel and other health care professionals to forgo resuscitation attempts and to permit the patient to have a natural death with peace and dignity. This order does NOT affect the provision of other emergency care including comfort care. If a person has a DNR and later changes his/her mind, it may be revoked at any time, no matter what the person's mental state or decision-making capacity. A person can revoke by destroying the form and removing the DNR identification, or by communicating to a responding health care personnel or attending physician that it is revoked.

#### 5. Statutory Durable Power of Attorney

This form is for designating an agent (or another person) who is empowered to take certain actions regarding your property. It does not authorize anyone to make medical and other healthcare decisions for you. This form must be signed, dated and witnessed by a notary public to be valid.

### B. Should You Have An “Advance Directive”?

Most advance directives are written by older or seriously ill people. For example, someone with terminal cancer might write that she does not want to be put on a respirator if she stops breathing. This action can reduce her suffering, increase her peace of mind and increase her control over her death. However, even if you are in good health, you might want to consider writing an advance directive. An accident or serious illness can happen suddenly, and if you already have a signed advance directive, your wishes are more likely to be followed.

### C. How Can I Obtain A Copy of An “Advance Directive”?

You can write an advance directive in several ways:

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- Home Helpers Home Care can provide you a copy of the form upon your request.
- Use a form provided by your doctor.
- Write your wishes down by yourself.
- Call your health department or state department on aging to get a form.
- Call a lawyer.
- Use a computer software package for legal documents.

#### **D. Consult Professional Assistance If Needed**

Advance directives and living wills do not have to be complicated legal documents. They can be short, simple statements about what you want done or not done if you can't speak for yourself. Remember, anything you write by yourself or with a computer software package should follow your state laws. You may also want to have what you have written reviewed by your doctor or a lawyer to make sure your directives are understood exactly as you intended. When you are satisfied with your directives, the orders should be notarized if possible, and copies should be given to your family and your doctor.

#### **E. Can I change my Advance Directive?**

You may change or cancel your advance directive at any time, as long as you are considered of sound mind to do so. Being of sound mind means that you are still able to think rationally and communicate your wishes in a clear manner. Again, your changes must be made, signed and notarized according to the laws in your state. Make sure that your doctor and any family members who knew about your directives are also aware that you have changed them.

If you do not have time to put your changes in writing, you can make them known while you are in the hospital. Tell your doctor and any family or friends present exactly what you want to happen. Usually, wishes that are made in person will be followed in place of the ones made earlier in writing. Be sure your instructions are clearly understood by everyone you have told.

#### **F. What Will Home Helper's do regarding my Advance Directive?**

1. Home Helpers provides only non-medical assistance and in the event of a medical emergency our caregivers will call 911 for emergency medical assistance and follow the instructions of the 911 operator. If our agency has been provided a copy of an advance directive relating to the client, our caregiver will act in accordance with that advance directive and/or provide the information to any responding medical personnel.
2. Home Helpers Home Care will not condition the provision of care or otherwise discriminate on the basis of whether an individual has executed an "Advance Directive" in the client's medical record.
3. The Agency will educate its staff and provide community education on issues concerning "Advance Directives".
4. Home Helpers Home Care does not participate in the withdrawal of life sustaining care. Life sustaining procedures that the agency is unable and/or willing to withhold in:
  - Accordance with a patient's "Advance Directive and/or,
  - As discussed with patient (or designated representative), family, physical, and/or Agency's governing body are:
    - Mechanical Breathing Machine(s) (i.e., oxygen, ventilator, etc.)
    - CPR (unless patient has a standing DNR or meets other legal criteria for no CPR).

#### **G. The Client Is Informed Of His/Her Right To Formulate "Advance Directives"**

When possible, the client participates in decisions regarding his/her care based on initial and ongoing personal, cultural, and ethnic preferences. As required by law and regulation, the client is informed of his/her right to formulate "Advance Directives"

#### **H. Advance Directive Form**

Note: Advance Directive Form, Reference <https://hhs.texas.gov/laws-regulations/forms/advance-directives>

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## Acknowledgement and Receipt For the “Advance Directive Notice”

Client's Statement Regarding Advance Directive – Select one statement below.

The client has completed and executed an Advance Directive. ☐

The client hasn't completed and executed an Advance Directive. ☐

Information concerning Advance Directives has been given to the client/client representative. ☐

### Signature for 26 Tex. Admin. Code § 558.283 – Advance Directives

- I understand that, should the content be changed in any way, the Agency/Company may require an additional signature from me to indicate that I am aware of and understand any new policies.
- I understand that my signature below indicates that I have read and understood the above statements and have received a copy of the “Advance Directive Notice”.

#### Client's Signature

\_\_\_\_\_  
Printed Name of Client

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

#### Personal Representative's Signature

\_\_\_\_\_  
Printed Name of Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

## §558.285 - Infection Control Precautions

The Home Helpers policy is that all employees will observe infection control precautions to prevent the transmission of the Human Immunodeficiency Virus, Hepatitis B Virus, and other blood borne pathogens. The agency could potentially provide services to clients with AIDS, Hepatitis, or other communicable diseases where recognized infection control measures can be utilized. Home Helpers employees and contractors (hereafter simply "providers") will observe universal precautions as set forth in this policy as they carry out their employment and contractual duties.

1. Hand washing is the single most important step in infection control. Hands must be washed before and after all client contact and after own hygiene. Hands shall be dried on disposable paper towels.
2. Hands must be washed immediately after gloves are removed.
3. All providers attempting resuscitation in order to minimize the need for emergency mouth-to-mouth contact must use CPR masks or other ventilation devices.
4. All providers must use appropriate personal protective equipment (PPE) to prevent skin and mucous membrane exposure when contact with blood or "other potentially infectious materials" (see below for definition) is anticipated.

5. All sharps are to be disposed of in an appropriate container.

6. All infectious waste shall be disposed of in double-bagged trash bags and 1 cup of 1:10 bleach/cold water solution. The bags may then be disposed of in regular household trash.
7. All providers must be free of infectious diseases as noted in the personnel policy.
8. Broken glassware, which may be contaminated, will not be picked up directly by hand; it will be cleaned up by using mechanical means such as a dustpan and brush, tongs, or forceps.
9. Disposable PPE is never to be reused.
10. Gloves must be changed after contact with each client.
11. Gowns or aprons must be worn when conditions of exposure include the potential for clothing to become contaminated with blood or other potentially infectious materials.
12. Hands must be washed immediately after gloves are removed.
13. Other potentially infectious material means any human body fluid or waste.
14. In all cases when a provider has a cut or mucous membrane contaminated with blood or other potentially infectious materials from a client, the contacted skin area must be immediately washed with soap and water and any contacted mucous membrane flushed with water. The provider's supervisor must be notified immediately, an Incident Report completed, and confidential evaluation and medical follow-up, as needed, shall be obtained.
15. Non-disposable equipment that is soiled with blood or other potentially infectious materials must be washed with soap and water (gloves must be worn), rinsed in disinfectant, and boiled for at least ten minutes. If contaminated equipment is not washable or able to be boiled, the object must be wiped with disinfectant (gloves must be worn).
16. The standard disinfectant is household bleach and cold water in a 1:10 solution. Fresh solution must be prepared daily and metal containers must not be used.
17. Protective eyewear (non-disposable PPE) that is soiled with blood or other potentially infectious materials must be washed with soap and water (gloves must be worn) and rinsed in disinfectant.
18. Cloth items (including clothing) shall be laundered as usual except for items heavily soiled with blood or other potentially infectious materials.
19. Contaminated laundry must be handled as little as possible with a minimum of agitation. Gloves must be worn when handling contaminated laundry.
20. Contaminated items must be separated, kept in a plastic bag, and laundered utilizing ½ cup bleach per load of colorfast material




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and ½ cup Lysol per non-colorfast material load.

21. Cloth material will be machine dried at high settings whenever possible.
22. Broken glassware, which may be contaminated, will not be picked up directly by hand; it will be cleaned up by using mechanical means such as a dustpan and brush, tongs, or forceps.
23. Implementation of universal precautions does not eliminate the need for other category or disease specific isolation precautions, such as enteric precautions for infectious diarrhea or isolations for pulmonary tuberculosis.
24. Health teaching/training for clients, family/significant other, and providers will be provided as appropriate and as needed. This training will include the following (as needed):
  - When and how to use universal precautions.
  - Environmental cleaning, including the client's room, kitchen, and bathroom. These rooms will be cleaned with liquid household bleach (5.25% sodium hypochlorite), commonly referred to as Clorox. This can be prepared by mixing one part bleach to ten parts water. A fresh solution must be prepared daily. Gloves must be worn to protect the skin from this solution.
  - Paper towels must be used for cleaning. Sponges should not be used. The towels must be disposed of after use.
  - Spills of blood or other potentially infectious materials must be cleaned with the household bleach solution.
  - Cloth items must be cleaned following the procedures set forth above.
  - Others may share bathrooms. Toilet seats, fixtures, floors, showers, and tubs must be cleaned regularly with soap and water and then disinfected with Lysol or the household bleach solution.
25. Personal care items such as cosmetics, toothbrushes, razors, and razor blades must not be shared with others. Razors and razor blades must be handled in the same manner as needles and syringes.

## 26. Guidelines For Applicable Containers

<p><b>SHARPS</b> Red Sharps Container</p> <ul style="list-style-type: none"> <li>✓ Needles</li> <li>✓ Ampules</li> <li>✓ Broken Glass</li> <li>✓ Blades</li> <li>✓ Razors</li> <li>✓ Staples</li> <li>✓ Trocars</li> <li>✓ Guide Wires</li> <li>✓ Other Sharps</li> </ul> 	<p><b>BIOHAZARD</b> Red Container or Red Liner in Container</p> <ul style="list-style-type: none"> <li>✓ Infectious Waste</li> <li>✓ Blood Products (albumin, etc)</li> <li>✓ Contaminated Personal Protective Equipment (PPE)</li> <li>✓ IV Tubing</li> <li>✓ Cultures, Stacks</li> </ul> 	<p><b>TRACE CHEMO</b> Yellow Container</p> <ul style="list-style-type: none"> <li>✓ Empty vials, ampules</li> <li>✓ Empty Syringes, Needles</li> <li>✓ Empty IVs</li> <li>✓ Gowns</li> <li>✓ Gloves</li> <li>✓ Tubing</li> <li>✓ Aprons</li> <li>✓ Wipes</li> <li>✓ Packaging</li> </ul> 
<p><b>RCRA HAZARD</b> Black Container</p> <ul style="list-style-type: none"> <li>✓ Hazardous meds (RCRA)</li> <li>✓ Half/Partial doses (RCRA)</li> <li>✓ Hazardous bulk meds</li> <li>✓ P-listed drugs, packaging</li> <li>✓ Bulk chemo</li> <li>✓ Pathological Waste (Incineration Only)</li> </ul> 	<p><b>PHARMACEUTICAL</b> Blue Container</p> <ul style="list-style-type: none"> <li>✓ Pills</li> <li>✓ Injectables</li> <li>✓ Antibiotics</li> </ul> 	<p><b>RADIOACTIVE</b> Shielded Containers with Radioactive Symbol</p> <ul style="list-style-type: none"> <li>✓ Fluorine-18 (F-18). 110 minutes half-life.</li> <li>✓ Technetium-99 (T-99m). 6 hours half-life.</li> <li>✓ Iodine-131 (I-131). 8 days half-life.</li> <li>✓ Strontium-89 (Sr-89). 52 days half-life.</li> <li>✓ Iridium-192 (Ir-192). 74 days half-life.</li> <li>✓ Cobalt-60 (Co-60). 53 years half-life.</li> </ul> 

27. **How to Get Rid of a Sharps Container Safe Disposal of Needles and Other Sharps Used At Home, At Work, or While Traveling, Visit the [Coalition for Safe Community Needle Disposal's Safe Needle Disposal](#)** Web site to find information including:

- Types of sharps containers that can be used,
- Disposal programs in your area,
- How to label your sharps disposal containers,
- How to secure the lid of your sharps disposal container, and
- Whether sharps disposal containers can be thrown away in the common trash.

## Acknowledgement and Receipt For “The Infection Control Notice”

### Signature for 26 Tex. Admin. Code § 558.285 – Infection Control

- I understand that, should the content be changed in any way, the Agency/Company may require an additional signature from me to indicate that I am aware of and understand any new policies.
- I understand that my signature below indicates that I have read and understood the above statements and have received a copy of the “Infection Control Precautions”.

### Client's Signature

---

Printed Name of Client

---

Date

---

Signature of Client

---

Date

### Personal Representative's Signature

---

Printed Name of Representative

---

Date

---

Signature of Representative

---

Date

# What to Do with Used Sharps in Texas

## Used Sharps is an Example of Medical Waste You Might Encounter

Other examples of medical waste that a client might encounter in the home include discarded:

- (a) Bandages and dressings soiled with blood and/or body fluids
- (b) Used gloves and other PPE
- (c) Needles
- (d) Lancets and glucose strips
- (e) Sharps containers
- (f) Urinary catheter sets
- (g) Intravenous, or IV catheters
- (h) Cotton swabs used for wound care
- (i) Tongue depressors
- (j) Tissues with sputum or other body fluids
- (k) Filled biohazard bags
- (l) Specimen containers and bags, such as lab vials

## Put used sharps in a strong, plastic container

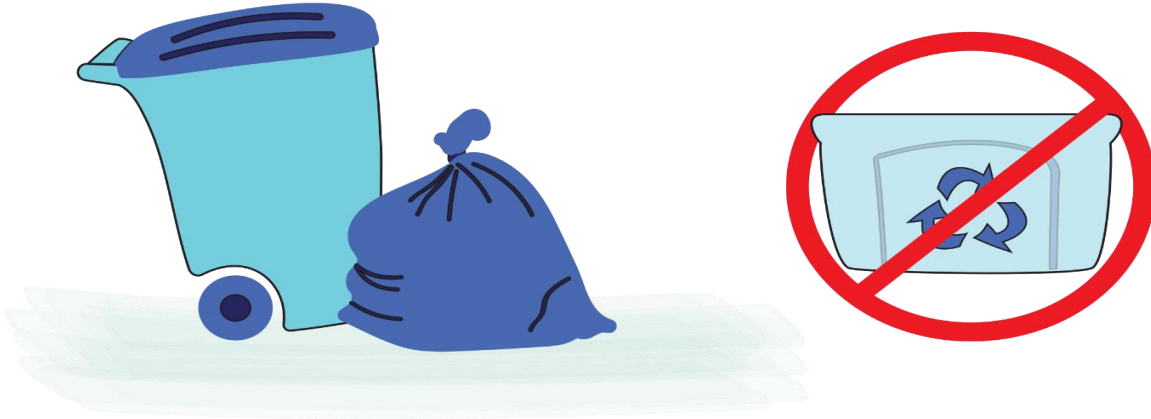
When the container is 3/4 full, put the lid on, seal it with duct tape, and label DO NOT RECYCLE.





Have a needle clipper? When the needle clipper is full, it can be disposed of according to your state or local regulations. More information can be found [here](#).

## Put the plastic container in the household trash - **don't recycle!**



If a trash collector is reluctant to collect a red sharps container, refer them to your [state waste agency](#).

## Sharps should never be thrown loosely into the trash or toilet

Sharps that retract after use, or are very small, should be disposed of like all other sharps.

If you would like to bring your sealed container to a community sharps disposal program, there are drop-off locations in El Paso County, Harris County and Hays County.

[See disposal locations](#)

## Guidelines For Household Generated Sharps

The Texas Commission of Environmental Quality has issued the following guidelines for household-generated sharps: [Click Here to Open](#)

## Acknowledgement and Receipt For “Proper Disposal Of Sharps”

Signature for 40 Tex. Admin. Code § 97.286 – Disposal of Special or Medical Waste

I understand that my signature below indicates that I have received Both verbal and written instructions for disposing of “SHARPS” in compliance with 26 TAC §558.286 – Disposal of Special or Medical Waste.

### Client's Signature

\_\_\_\_\_  
Printed Name of Client

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

### Personal Representative's Signature

\_\_\_\_\_  
Printed Name of Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

**§558.290 - Home Helpers Back Up Care Policy**

(In accordance with Texas Department of Aging and Disability Services Regulatory Requirements)

Texas Department of Aging and Disability Services, being the governing body in terms of establishing regulations for Home Care, require that all client's contracting care in the home services, identify a backup caregiver, within the family, if available. In order to satisfy these requirements, Home Helpers is required to document the designated individual for this back up care, in the event that due to foreseen circumstances, Home Helpers is unable to provide these services for any period.

It is the policy of Home Helpers, to rotate caregivers within the client environment, to ensure that suitable alternate care in the event of an emergency.

I, \_\_\_\_\_ (print name), as \_\_\_\_\_ (relationship) to the client, am willing and able to act as the backup caregiver for \_\_\_\_\_ (print name) in line with Texas State Regulatory Requirements.

**Back Up Caregiver, Family Designated:**

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

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone (home): \_\_\_\_\_

Telephone (work): \_\_\_\_\_

Back-Up Caregiver Signature: \_\_\_\_\_

Client Signature: \_\_\_\_\_

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

## §558.295 - Client Transfer of Discharge Notification Requirements

### I. PURPOSE

The purpose of this policy is to delineate the processes by which services are reduced or clients are transferred, referred or discharged.

### II. SCOPE

All employees, volunteers and contractor must adhere to this policy.

### III. DEFINITIONS

- Termination or Discharge - Discontinuance of all organization services by the organization.
- Reduction of Services - A change in the client's service delivery plan in which the quantity of services is reduced.
- Transfer or Referral - Clients whose needs or requests change significantly and who are transferred or referred to another organization.

### IV. POLICY

1. If the organization is making the decision to reduce or terminate services for a client, the Agency Administrator will be responsible for the decision. The decision will be documented in the client record, citing the circumstances and notification of the client. The Administrator or Alternate Administrator will be responsible for documenting the discharge.
2. A client may only be discharged or transferred as determined by the Agency Administrator Services or designated Agency Representative in compliance with this policy.
3. A copy of the transfer/discharge instructions will be provided to the client/client representative.
4. **The Agency will Discharge or Reduce client's services for the following reasons**
  - (a). A change in the client's status requires services other than those provided by the organization
  - (b). The Plan of Care goals have been attained or are no longer attainable and/or there is no longer a payer for services
  - (c). The client refuses or discontinues services
  - (d). The client refuses to cooperate in attaining the objectives of service and/or refuses to pay for further services
  - (e). Situation at the site of services is no longer safe for the client and/or organization personnel
  - (f). A caregiver is prepared and capable of assuming responsibility for services and there is no longer a payer for services or the client requests services to be discontinued
  - (g). The client moves away from the geographic area served by the organization
  - (h). The client's financial situation has deteriorated and he/she or caregiver cannot pay for requested services
  - (i). The organization is discontinuing a service or all services
  - (j). The client expires

5. **The Agency will Transfer or Discharge a client Without Prior Notice for the following reasons:**

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- (a). Upon the client's request
- (b). When services are discontinued by the client.
- (c). If the client's medical needs require transfer, such as a medical emergency
- (d). In the event of a disaster when the client's health and safety are at risk in accordance with provisions of §97.256 , (relating to Emergency Preparedness Planning and Implementation)
- (e). For the protection of staff or a client after the agency has made a documented reasonable effort to notify the client, the client's family and physician, and appropriate state or local authorities of the agency's concerns for staff or client safety, and in accordance with agency policy
- (f). According to physician orders; or
- (g). If the client fails to pay for services, except as prohibited by federal law

6. **A client will be arbitrarily transferred or referred if the following occurs: (Note: The reasons will be documented in the client record)**

- (a). A client requests a transfer or referral to another provider
- (b). Medical reasons, necessitating care beyond the scope of the organization
- (c). A determination of the inappropriateness of continuing organization services
- (d). A change in the client's medical or care program that the organization cannot accommodate as a non-medical provider

7. **Documenting The Notification Procedure - Transfer/Discharge Client**

If the agency intends to transfer or discharge a client, the following tasks must be executed:

(a). **Provide "Prior" Written Notification To the Client**

Prior Notification shall be provided to the client or the client's parent, family, spouse, significant other, or legal representative.

Note: Prior notice is not necessary when services are discontinued by the client. However, actions will be documented in the client record and a discharge summary will be completed. A copy of the discharge instructions will be provided to the client, if appropriate.

(b). **Provide "Prior" Written Notification to The Physician**

Also Provide "Prior" Written Notification to the client's attending physician or practitioner if he or she is involved in the agency's care of the client.

(c). **Complete the Discharge/Transfer Form**

The Administrator shall obtain and complete the **"Client Discharge/Transfer Form"**, Documentation includes, but is not limited to the following (as applicable) to care and services provided:

- (i) Date of discharge
- (ii) Client identifying information
- (iii) Client's physician name & phone number
- (iv) Diagnosis
- (v) Reason for discharge or Transfer
- (vi) Summary of care/services provided by the organization

- (vii) Status of client at the time of discharge
- (viii) Any instructions given to client/client caregiver
- (ix) Discharge instructions
- (x) Summary of services provided by the organization and ongoing needs that cannot be met

## 8. Carrying Out The Notification Procedure

### (a). Ensure Delivery of Notification

Ensure delivery of the written notification no later than five days before the date on which the client will be transferred or discharged.

### (b). Deliver the required notice by hand or by mail

- If delivering the written notice by mail: Mail the notice at least eight working days before the date of discharge or transfer; and
- Speak with the client by telephone or in person to ensure the client's knowledge of the transfer or discharge at least five days before the date of discharge or transfer.

### (c). Assist Clients Requiring Continuing Care

For clients requiring continuing care not available through Home Helpers, assistance will be given to clients in order to transfer to another organization or facility that can meet the client's ongoing needs. Discharge instructions will be provided, if appropriate. Discharge planning will identify a client's continuing needs. Additionally, arrangements for such services may be coordinated by the organization.

### (d). Communicate with Receiving Facility (within 72 hours)

The receiving provider will be provided with relevant written or verbal information within seventy-two (72) hours of transfer. Communication with the receiving facility will be documented in the client record.

### (e). Communicate With Client Again (verbally and prior to last shift)

The organization will verbally notify the client of the need to terminate or reduce services prior to the last scheduled shift.

### (f). Maintain Records For Transfer/Discharge

The Agency will maintain the following in the client's file:

- A copy of the written notification provided to the client or the client's parent, family, spouse, significant other or legal representative; and
- Documentation of the personal contact with the client if the required notice was delivered by mail

## 9. Discharge and transfer agency documentation will include the following additional documentation

- (a). Evidence that the client no longer qualifies for home care services or there is no payer source for ongoing services.
- (b). If there are unmet needs and the agency is no longer able to meet those needs, documentation will demonstrate that appropriate notice was given (verbal and written) and referrals made as indicated.
- (c). Documentation of all communications with the client and the client's physician or other providers; including the rationale for discharge or transfer.
- (d). Evidence of efforts to resolve conflicts, unless the safety of the staff is placed at an immediate risk.
- (e). In the event that a discharge or transfer is due to lack of staff, evidence that ongoing efforts were made to recruit staff or place the client with an alternate agency.

**10. Records/ Documentation**

The agency shall maintain the following in the client's file:

- (a). A copy of the written notification provided to the client or the client's parent, family, spouse, significant other or legal representative,
- (b). Documentation of the personal contact with the client if the required notice was delivered by mail.

## Acknowledgement and Receipt For “Client’s Transfer of Discharge Notification Requirements

### Signature for 26 Tex. Admin. Code § 558.295 – Client Transfer of Discharge Notification Requirements

- I understand that, should the content be changed in any way, the Agency/Company may require an additional signature from me to indicate that I am aware of and understand any new policies.
- I understand that my signature below indicates that I have read and understood the above statements and have received a copy of the “Client Transfer of Discharge Notification Requirements”.

#### Client’s Signature

\_\_\_\_\_  
Printed Name of Client

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

#### Personal Representative’s Signature

\_\_\_\_\_  
Printed Name of Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date



## §558.300 - Client's Current List of Medications

[illegible]

[illegible]

## Acknowledgement and Receipt For “Client’s Medication List”

### Signature for 40 Tex. Admin. Code § 558.300 – Client’s Medication List

I understand that my signature below indicates that I have provided a list of my medications to Cross Generational Home Health Care LLC d/b/a Home Helpers Home Care.

#### Client’s Signature

\_\_\_\_\_  
Printed Name of Client

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

#### Personal Representative’s Signature

\_\_\_\_\_  
Printed Name of Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

## §558.404 - Plan of Care or Individualized Service Plan (ISP)

The Plan of Care will be developed after we meet with you. I will send the "Acknowledgement Form" back to you for signature after everyone has had an opportunity to review the plan of care.

## Acknowledgement and Receipt For “Individual Service Plan (ISP)”

### Signature for 26 Tex. Admin. Code § 558.295 – Client Transfer of Discharge Notification Requirements

- I understand that, should the content be changed in any way, the Agency/Company may require an additional signature from me to indicate that I am aware of and understand any new policies.
- I understand that my signature below indicates that I have read and understood the above statements and have received a copy of the “Client’s ISP”.

#### Client’s Signature

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Printed Name of Client

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Date

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Signature of Client

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Date

#### Personal Representative’s Signature

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Printed Name of Representative

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Date

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Signature of Representative

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Date