



957 WEST 21ST STREET SUITE L,  
NORFOLK, VA, 23517  
(757)600-8695

## OPTION PLUS

CLIENT SERVICE CONTRACT

### Person to receive services:

Name:

Address:

City:

State:

Zip:

DOB:

### Financial Guarantor:

Name:

Address:

City:

State:

Zip:

(Initial) I authorize charge to credit/debit card on file along with the 3% processing fee for each billing.

(Initial) I authorize a direct debit to my checking account on file for each billing.

**(REQUIRED):** I am providing valid credit/debit card or banking account information and I authorize Hampton Roads Home Care LLC to charge that account the date of invoice for the total amount of the invoice.

Credit/Debit Card#:  Expiration Date:

Checking Account#:

Checking Account Routing#:

REQUIRED (SIGNATURE OF GUARANTOR):

Client Name:

Client/POA Signature:

# OPTION PLUS

CLIENT SERVICE CONTRACT

## Services to be provided:

(3/5 services must be selected or a service charge of \$10 will be added in placement of service)

- ☐ 1. Bathing (\$40)
- ☐ 2. Incontinence Care (\$25)
- ☐ 3. Dressing (\$18)
- ☐ 4. Transferring (\$18)
- ☐ 5. Medication Reminders (\$10)
- ☐ 6. Service Charge (\$10)

## Service Schedule:

Monday

☐

Tuesday

☐

Wednesday

☐

Thursday

☐

Friday

☐

## Care Time Windows:

Every person signing this contract is jointly and individually responsible to pay the amounts due to Hampton Roads Home Care LLC for the services provided. If client terminates or changes Hampton Roads Home Care LLC services and subsequently decides to again retain or continue the company's services, the same terms and conditions as set forth in this service agreement will apply unless superseded by a new service agreement. I hereby acknowledge that I have carefully read this entire agreement and rate sheet, including the terms and conditions on the reverse side, before signing below. Contract is in effect until terminated by client or Hampton Roads Home Care LLC (See Discontinuing Services). I hereby consent and authorize Hampton Roads Home Care LLC, its agents and associates to provide care and treatment to me in my home. This contract will be enforced until one (1) year after its signing except if terminated by Hampton Roads Home Care LLC or the client.

Client Name:

Client/POA Signature:

**General:** Hampton Roads Home Care LLC is a licensed Home Services Agency and fully compliant with all licensing and VA statutory requirements, and compliant with the Health Care Worker Background Check Act. Hampton Roads Home Care LLC conducts criminal background checks on all employees.

Hampton Roads Home Care LLC is an employer of in-home services staff that provide in-home services to clients. Hampton Roads Home Care LLC agrees to furnish services to the Client as requested and as mutually agreed between the parties. This contract may be modified, amended or terminated upon seven (7) days notice by either party (if such notice is given by Hampton Roads Home Care LLC it must be in writing and if such notice is given by the client, it is the responsibility of Hampton Roads Home Care LLC to note it in the client's record), reason for termination/discharge will be included in notice. In the absence of an (refers to modifying the agreement, not absence of agreement) agreement as to the modification or amendment, the client has the right to immediately terminate; however, Hampton Roads Home Care LLC must give 7 day grace period to the client to find another provider. All Hampton Roads Home Care LLC employees are informed about company's Policies and Procedures including HIPAA and trained to follow them.

**Minimum Hours:** Hampton Roads Home Care LLC requires a minimum hourly client commitment of four (4) hours per visit on weekdays and six (6) hours per visit on weekends with a minimum commitment of twenty (20) hours per week. If for any reason the minimum hourly commitment is not met, the client will be billed for the full weekly minimum.

Clients signing "Option Plus Client Service Contracts" are not held to a minimum number of hours for Option Plus service.

**Wages:** The Agency is responsible to pay all wages directly to the in-home worker.

**Taxes and Insurance:** The Agency is liable for all taxes, unemployment insurance, workers compensation and social security taxes for in-home workers.

**Assignment of Duties:** The Agency Manager is responsible for assigning duties to the in-home workers and providing their day-to-day supervision.

If a client or family member has a problem with job performance of a direct care worker, he or she will contact Hampton Roads Home Care LLC within twenty-four (24) hours to notify the Agency Manager by calling (757)816-9727.

In accordance with the Hampton Roads Home Care LLC Policies and Procedures, hiring, firing and disciplinary action are the responsibility of Hampton Roads Home Care LLC management staff. An Agency Manager is available during business hours at (757)816-9727. During non-business hours trained professionals will be available for any questions, concerns or complains at the same number. The Agency Manager for Hampton Roads Home Care LLC will be responsible to follow up with all complaints. Report of appropriate actions will be sent to client by mail or e-mail.

Client Name:

Client/POA Signature:

**Rates/Billing:** Fees are based on established rates. Should rates change during the term of this Agreement, Hampton Roads Home Care LLC will provide written notice at least thirty (30) days in advance of the effective date of the change.

Client/Guarantor agrees to pay the charges for the services rendered by Hampton Roads Home Care LLC as and when billed along with any applicable late charges and other fees and expenses. Invoices for services and expenses will be sent to the Client or Guarantor/Responsible Party on a regular basis and are due upon receipt. Any invoices not paid within seven (7) days of the invoice date will be subject to late charges of one and a half percent (1.5%) per month, or eighteen percent (18%) per year.

Any additional Responsible Party shall also be fully responsible for any fees, charges or expenses that arise from the terms of this Agreement as if they were the direct recipient of services. Partial payment will be applied first to the oldest late charges, then to the oldest unpaid bill, until all invoices are paid in full and then to any other charge.

Should it be necessary to obtain the services of an attorney to collect unpaid amount due to Hampton Roads Home Care LLC, the Client agrees to be fully responsible for payment of any all attorney fees.

Hampton Roads Home Care LLC uses its best efforts to keep careful records and to bill accurately. Should the Client believe that any billing received from Hampton Roads Home Care LLC is incorrect; the Client should write or call immediately and identify any item in dispute. The sooner Hampton Roads Home Care LLC is notified, the sooner the problem can be investigated. Hampton Roads Home Care LLC will assume that any bill which is not questioned by the Client within seventy-two (72) hours of the invoice date is accurate and payable in full. Equipment and material for workers used in providing services is a client's responsibility.

A delayed payment by an insurance company or public agency is not a valid reason for late payment for services. Hampton Roads Home Care LLC does not file claims with insurance companies on behalf of Clients nor does Hampton Roads Home Care LLC negotiate disputed claims. However, if the Client provides the necessary information in advance, Hampton Roads Home Care LLC will use their best efforts to conform to the billing requirements of the Client's insurance company.

Client Name:

Client/POA Signature:

**Indirect/Direct Hiring:** The client will not hire, on an indirect or direct basis, any Caregiver who is an employee of Hampton Roads Home Care LLC. The client agrees to not hire on an indirect or direct basis any previous Hampton Roads Home Care LLC employee from at least 1 year of their last employment date with Hampton Roads Home Care LLC. In the event that the Client violates this condition, the Client, Guarantor/Responsible Party agrees to pay Hampton Roads Home Care LLC a placement fee of one hundred percent (100%) of the Caregiver's average monthly wages or a placement fee of ten-thousand dollars (\$10,000.00), whichever is greater.

**Sharing contact information:** The client agrees to withhold from sharing contact information unless (emergency contact information) with Hampton Roads Home Care LLC's employees. The client agrees to not contact Hampton Roads Home Care LLC's employees unless in the event of an emergency. All communication with Hampton Roads Home Care LLC should be done so via office manager or Joshua Kannon via phone call, text message, email, written, or verbal. Scheduling done through the caregiver and not through Hampton Roads Home Care LLC's management constitutes a breach of contract.

**Discontinuing Services:** Hampton Roads Home Care LLC has the right to terminate this agreement upon seven (7) days notice required with the reason for termination/discharge stated (it is not applicable if the worker's safety is at risk and documented), including if the Client violates its terms and conditions, including failure to pay invoices on time. The Client may terminate this Agreement at the Client's discretion by notifying Hampton Roads Home Care LLC via written statement (including text message). If services are ordered by phone or otherwise supplied prior to the date of this Agreement, the terms of this Agreement shall apply to all services rendered, including any services rendered prior to the execution of this Agreement.

**Breaching contract:** In the event that the client at any point breaches their client service contract with Hampton Roads Home Care LLC, the client agrees to pay Hampton Roads Home Care LLC one (1) month's worth of the client's average monthly charge.

**Scheduling/Substitutions:** Hampton Roads Home Care LLC understands the personal nature of the services provided by each Caregiver. With reasonable notice, the Client (or other Responsible Party) has the right to request replacement of specific Caregiver and to request such additional assistance as is agreed to be necessary. Hampton Roads Home Care LLC reserves the right to substitute employees at its discretion and to make supervisory visits. Every effort will be made to provide a Caregiver; however, Hampton Roads Home Care LLC cannot guarantee scheduling. Hampton Roads Home Care LLC strives for continuity of care but suggests that a family member or friend be designated as a back-up Caregiver for those rare instances when Hampton Roads Home Care LLC may be unable to provide service.

Client Name:

Client/POA Signature:

**Emergency Medical Treatment:** Client authorizes Hampton Roads Home Care LLC to seek emergency medical treatment for client in the event of a medical emergency which may endanger client's life, cause disfigurement or significant discomfort if delayed. The client's relative or responsible party will be notified in case of an emergency.

**Insurance/Liability:** Client(s) agree(s) to carry a standard homeowner's insurance policy or similar tenant's policy on the client residence. Not carrying a standard homeowner's insurance policy or similar tenant's policy on the client residence constitutes a breach of contract. Hampton Roads Home Care LLC limits its liability for property loss or damage to claims filed within 30 days of occurrence. All losses require a police report. However, to prevent any potential losses client agrees to remove all items of concern prior to services starting. Money or gifts may not be given directly to any Hampton Roads Home Care LLC employee. Gifting money or gifts directly to any Hampton Roads Home Care LLC employee constitutes as a breach in contract. Client agrees to hold Hampton Roads Home Care LLC harmless from liability for any damage of any nature caused by the use of any automobile while performing services for client. Hampton Roads Home Care LLC will make every effort to provide for the care and comfort of client during the hours of service. Hampton Roads Home Care LLC cannot guarantee that the client will not be involved in an unforeseen accident and incur injuries. Accidents can happen to clients even under the care of our staff, and Hampton Roads Home Care LLC cannot be held liable in such event.

Client Name:

Client/POA Signature:

**Confidentiality:** All client information is kept confidential. Hampton Roads Home Care LLC may discuss client(s)' health information with client(s) healthcare providers as appropriate and client agrees to allow the accrediting agency to review the contents of client's record. The client also permits Hampton Roads Home Care LLC in the case of an emergency to provide information as deemed necessary to the emergency contact listed in the client's chart. The Client also permits Hampton Roads Home Care LLC in the event of non-payment to provide client information to collections agencies in order to recoup payment.

**Identifying and reporting abuse/neglect:** Clients have right to be free from mental, physical, sexual and verbal abuse, neglect and exploitation. When abuse or neglect is suspected or identified, the employee/ client is to report observations or finding immediately by phone or otherwise to Agency Manager, **Joshua Kannon, (757)600-8695, 951 West 21st Street, Suite L, Norfolk, VA, 23517** (or in writing at the address above). The Agency Manager will review the information presented and investigate if this is a reportable incident. If so, the information will then be reported to the appropriate county social service agency. Failure to report is misdemeanor and exposes the non-reporter to potential civil damages. Abuse, Neglect or Exploitation may be reported to the state's 24 hour toll free hotline at **(888) 832-3858**.

**Compliant/ Grievance Process:** When a client is admitted to the Agency, he/she is to be given an admission packet that includes a copy of the Agency Bill of Client Rights and Responsibilities. This policy indicates that grievances are to be filed with the Agency Manager. The fact that the policy was given to the client is to be recorded in the clinical record.

Client Name:

Client/POA Signature:

All grievances and concerns are to be dealt with by the Agency Manager or his/her designee. All grievances received are to be documented in the client's record by the Agency Manager or designee within 72 hours of receiving the complaint. It is also to be noted in a log kept by the Agency Manager. The resolution of the problem is also to be documented in the same manner. Any grievance received after hours, on weekends and holidays and whenever the office is closed are handled on the next business day. Each written or verbal grievance received is to be responded to in writing by the Agency Manager within ten (10) days. This information is reviewed by the Agency Manager and a complaint form is completed by the Agency Manager. Each person involved is interviewed by the Agency Manager who then evaluates all collected information. After thorough evaluation, the Agency Manager makes a determination and formulates a decision notifying all persons involved.

All information regarding activities, investigation, analysis, resolution and outcomes are documented in the Agency Manager's log and in the client's chart within 30 days of the complaint. The response is to explain the decision rendered by the Agency and it is to notify the client of his/her right to appeal. A copy of the outcome is to be filed in the clinical record and noted in the Agency Manager's log.

If the client files an appeal, it is to be reviewed and responded to by a member of the Governing Body within thirty (30) days of its receipt by the Agency. The response to the appeal is to be filed in the client's record and noted in the Agency Manager's log.

Clients are advised that they may lodge complaints with the state by calling the 24 hour toll free hotline 1-800-955-1819, or writing to:

FAX: 1-804-527-4503, EMAIL: [OLC-Complaints@vdh.virginia.gov](mailto:OLC-Complaints@vdh.virginia.gov)

OR

Complaint Intake

Office of licensure and certification

Virginia department of health

9660 Maryland Drive, Suite 401

Henrico, VA 23233-1463

Client Name:

Client/POA Signature: