



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

CLIENT SERVICE CONTRACT

Person to receive services:

Name:

Address:

City:

State:

Zip:

DOB:

Financial Guarantor:

Name:

Address:

City:

State:

Zip:

NOTICE: Payment information is required for patients who are subject to Medicaid patient pay, spend-down, or coverage limits. Patients whose insurance provides full coverage are not required to complete this section.

(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:

Security code:

Checking Account#:

Checking Account Routing#:

REQUIRED (SIGNATURE OF GUARANTOR):

Medicaid Services Acknowledgment

The client acknowledges that services provided by Hampton Roads Home Care LLC are authorized and reimbursed through Virginia Medicaid and are subject to eligibility, medical necessity, and approved authorization.

The Client understands that services may be modified, suspended, or discontinued based on changes in Medicaid eligibility, authorization, or care needs. If services are discontinued and later resumed, services will be provided in accordance with current Medicaid authorization and applicable Agency policies in effect at that time.

The Client acknowledges that they have reviewed and understand the information contained in this agreement, including client rights, responsibilities, and service limitations. This acknowledgment remains in effect until services are discontinued by the Client, the Agency, or Medicaid, or until superseded by updated documentation.

The Client hereby consents to and authorizes Hampton Roads Home Care LLC, its employees, and representatives to provide authorized personal care services in the Client's home in accordance with Medicaid regulations and the approved plan of care.

General – Medicaid Personal Care Service

Hampton Roads Home Care LLC is a licensed Home Services Agency in the Commonwealth of Virginia and is fully compliant with all applicable Virginia Medicaid (DMAS) regulations, state licensing requirements, and the Health Care Worker Background Check Act. Criminal background checks are conducted on all employees in accordance with state and Medicaid requirements.

Hampton Roads Home Care LLC is the employer of record for all in-home direct care staff providing Medicaid personal care services. The Agency agrees to furnish services to the Client as authorized by Virginia Medicaid and in accordance with the approved Uniform Assessment Instrument (UAI), plan of care, and service authorization.

Services provided under Medicaid may be modified, amended, suspended, or discontinued based on changes in Medicaid eligibility, authorization, medical necessity, safety concerns, or regulatory requirements. The Client may request discontinuation of services at any time. The Agency will provide notice of service changes or termination in accordance with Medicaid requirements and will assist the Client with transition planning or referral to another provider when required.

All Hampton Roads Home Care LLC employees are trained in and required to follow the Agency's Policies and Procedures, including HIPAA, client rights, and Medicaid compliance standards.

Minimum Hours: Medicaid personal care services are provided based on authorized hours approved by Medicaid. No minimum number of hours per visit is guaranteed or required beyond the approved authorization.

All services provided are documented in accordance with Virginia Medicaid requirements, including the use of Electronic Visit Verification (EVV) systems when applicable. Caregivers are required to accurately record service delivery, including dates, times, and tasks performed. The Client or authorized representative agrees to cooperate with visit verification processes and acknowledges that failure to do so may impact the Agency's ability to provide services or receive reimbursement.

Wages: The Agency is solely responsible for payment of wages to all in-home workers.

Taxes and Insurance: The Agency is responsible for all applicable payroll taxes, unemployment insurance, workers' compensation, and employer obligations for in-home workers.

Assignment and Supervision of Duties: The Agency is responsible for assigning duties to caregivers and providing supervision in accordance with Medicaid requirements and the approved plan of care.

If a Client or authorized representative has concerns regarding caregiver performance or service delivery, they should notify Hampton Roads Home Care LLC within twenty-four (24) hours by contacting the Agency Manager at (757) 816-9727.

In accordance with Agency Policies and Procedures, all hiring, disciplinary actions, and termination of employees are the responsibility of Hampton Roads Home Care LLC management. An Agency Manager is available during business hours at (757) 816-9727. After-hours support is available through the same number for urgent concerns. All complaints will be investigated and followed up by the Agency Manager, and appropriate actions will be documented and communicated to the Client when required.

Medicaid Billing and Payment

Services provided by Hampton Roads Home Care LLC under this agreement are authorized and reimbursed by Virginia Medicaid through the Client's Managed Care Organization (MCO), subject to eligibility, medical necessity, and approved service authorization.

The Client is not responsible for payment of covered Medicaid personal care services. Hampton Roads Home Care LLC will submit all required claims and documentation to Medicaid or the applicable MCO in accordance with program requirements.

Service hours, tasks, and duration are limited to those authorized by Medicaid. Authorized services may be modified, suspended, or discontinued based on changes in eligibility, authorization, medical necessity, or regulatory requirements.

In certain circumstances, a Client may have a Medicaid patient pay, cost share, or spend-down obligation as determined by the local Department of Social Services. When applicable, the Client will be informed in advance of any required patient pay amount. Hampton Roads Home Care LLC may collect only those amounts permitted by Medicaid regulations.

The Client will not be billed for:

- Authorized Medicaid services
- Missed visits due to Agency staffing limitations
- Delays or denials in Medicaid or MCO payment

Hampton Roads Home Care LLC maintains accurate service records and billing documentation in compliance with Medicaid requirements. Clients may request information regarding submitted claims or authorized services and may report concerns or discrepancies to the Agency for review.

Hampton Roads Home Care LLC does not charge late fees, interest, penalties, or collection costs for Medicaid-covered services.

Hospitalization and Temporary Suspension of Services

The Client or authorized representative agrees to notify Hampton Roads Home Care LLC if the Client is admitted to a hospital, rehabilitation facility, or other institutional setting.

Medicaid personal care services will be suspended during periods of hospitalization or institutional care. Services may resume upon discharge, subject to Medicaid authorization and Agency availability

Staffing, Communication, and Discontinuation of Services (Medicaid)

Employment Relationship / No Private Hiring

Hampton Roads Home Care LLC is the employer of record for all caregivers providing Medicaid personal care services. Caregivers assigned to the Client may not be employed privately by the Client during the provision of Medicaid services or in a manner that would violate Medicaid regulations or Agency policies. This provision is intended to protect the integrity of Medicaid services and ensure compliance with state and federal requirements. No placement fees, penalties, or financial charges will be assessed to the Client for Medicaid-covered services.

Communication and Scheduling

All service coordination, scheduling, and care-related communication should be directed through Hampton Roads Home Care LLC management. Clients and authorized representatives are encouraged to communicate concerns, schedule changes, or service needs directly with the Agency. Caregivers may be contacted directly only for matters related to the immediate delivery of care or emergencies. Scheduling or modification of services must be coordinated through the Agency to ensure Medicaid compliance.

Discontinuation or Termination of Services

Medicaid services may be discontinued, suspended, or terminated by the Agency under the following circumstances:

- Medicaid eligibility ends or authorization expires
- Services are no longer medically necessary
- Safety risks to staff cannot be mitigated
- Regulatory or compliance requirements require discontinuation

The Client may request discontinuation of services at any time by notifying Hampton Roads Home Care LLC. The Agency will provide notice and transition assistance in accordance with Medicaid requirements, including referral to another provider when applicable.

No termination of services will occur solely due to Medicaid payment delays or administrative processing.
Caregiver Assignment and Substitution

Caregiver Assignment and Substitution

Hampton Roads Home Care LLC recognizes the importance of continuity of care. With reasonable notice, the Client or authorized representative may request a change in assigned caregiver. The Agency reserves the right to assign or substitute caregivers as necessary to meet authorized service needs, comply with Medicaid requirements, or address staffing availability. Supervisory visits may be conducted as required.

While every effort is made to provide consistent coverage, The Agency does not guarantee uninterrupted staffing and is not responsible for gaps in coverage. Clients are encouraged to identify a family member or support person for backup assistance when Agency services are temporarily unavailable.

Missed Visits and Refusal of Services

The Client or authorized representative is responsible for being available for scheduled visits. If the Client refuses services, is not present, or is otherwise unavailable at the scheduled time, the visit may be documented as a missed visit.

Repeated missed visits or refusals of service may result in modification or discontinuation of services in accordance with Medicaid requirements and Agency policies.

Hampton Roads Home Care LLC will not bill Medicaid for services that are not rendered.

Emergency Medical Care, Safety, and Client Protections (Medicaid)

Emergency Medical Care

The Client authorizes Hampton Roads Home Care LLC and its employees to seek emergency medical assistance on the Client's behalf when, in the judgment of staff, a medical emergency exists that may endanger the Client's health or safety. Emergency actions may include contacting emergency medical services (911) or other appropriate responders.

The Client's designated emergency contact or authorized representative will be notified as soon as reasonably possible following an emergency.

Home Environment and Safety

The Client agrees to maintain a reasonably safe environment for the provision of Medicaid personal care services. The Agency may identify safety concerns and provide recommendations to reduce risk to the Client and staff. If unsafe conditions cannot be mitigated, services may be modified, suspended, or discontinued in accordance with Medicaid requirements.

Gifts and Gratuities

In accordance with Agency policy and Medicaid compliance standards, caregivers are not permitted to accept cash, gifts, or gratuities from Clients or their representatives. This policy is intended to protect Clients and staff and does not affect the Client's eligibility for or access to services.

Transportation and Personal Property

Unless specifically authorized under Medicaid guidelines, Hampton Roads Home Care LLC does not provide transportation services or assume responsibility for the operation of a Client's personal vehicle.

The Agency is not responsible for loss or damage to personal property except as required by applicable law. Clients are encouraged to secure valuables prior to service visits.

Limitation of Liability

Hampton Roads Home Care LLC will make reasonable efforts to provide care and supervision in accordance with the approved plan of care and Medicaid regulations. While caregivers are trained to promote safety, the Agency cannot guarantee that accidents, injuries, or unforeseen events will not occur.

Nothing in this section is intended to limit or waive the Client's rights under Virginia Medicaid, state law, or applicable regulations.

Infection Control and Illness Policy

The Client or authorized representative agrees to notify Hampton Roads Home Care LLC of any contagious illness, including but not limited to COVID-19, influenza, or other communicable conditions.

The Agency will assess the situation and determine whether services can be safely provided. Services may be modified, suspended, or temporarily discontinued if adequate staffing cannot be secured or if safety risks to caregivers cannot be mitigated.

The Agency will make reasonable efforts to resume services as soon as it is safe to do so.

Confidentiality, Abuse Reporting, and Grievance Process (Medicaid)

Confidentiality

All Client information is maintained as confidential in accordance with the Health Insurance Portability and Accountability Act (HIPAA), Virginia law, and Medicaid regulations. Hampton Roads Home Care LLC may use and disclose protected health information as necessary for treatment, care coordination, payment, healthcare operations, and Medicaid compliance.

Information may be shared with the Client's healthcare providers, Managed Care Organization (MCO), the Virginia Department of Medical Assistance Services (DMAS), the Virginia Department of Health (VDH), or other authorized oversight entities as required by law or regulation.

In the event of an emergency, Hampton Roads Home Care LLC may disclose relevant information to emergency responders or the Client's designated emergency contact as necessary to protect the Client's health or safety.

Identification and Reporting of Abuse, Neglect, or Exploitation

Clients have the right to be free from physical, mental, verbal, and sexual abuse, neglect, and exploitation. All employees, Clients, and authorized representatives are encouraged to immediately report suspected abuse, neglect, or exploitation to:

Agency Manager:

Joshua Kannon
Phone: (757) 600-8695
Address: 951 West 21st Street, Suite L, Norfolk, VA 23517

The Agency Manager will review all reports and determine whether the incident is reportable. When required, Hampton Roads Home Care LLC will report suspected abuse, neglect, or exploitation to the appropriate local Department of Social Services or other authorities in accordance with Virginia law.

Reports may also be made directly to Adult Protective Services (APS) through the statewide 24-hour hotline at (888) 832-3858.

Failure to report suspected abuse, neglect, or exploitation as required by law may result in legal consequences.
Complaint and Grievance Process

Upon admission, the Client is provided with an admission packet that includes the Agency's Bill of Client Rights and Responsibilities and information regarding the complaint and grievance process. Receipt of this information is documented in the Client's record.

Clients or authorized representatives may submit complaints or grievances verbally or in writing to the Agency Manager. All grievances are documented, investigated, and addressed in accordance with Agency policy and Medicaid requirements.

Clients may file complaints without fear of retaliation and may also contact state oversight agencies if concerns are not resolved.

Complaint, Grievance, and Appeal Process (Medicaid)

All complaints, grievances, and concerns are managed by the Agency Manager or the Agency Manager's designee.

All grievances received, whether verbal or written, are documented in the Client's record by the Agency Manager or designee within seventy-two (72) hours of receipt. Each grievance is also recorded in a grievance log maintained by the Agency Manager. The investigation process and resolution of the grievance are documented in the same manner.

Grievances received after business hours, on weekends, or on holidays are reviewed and processed on the next business day.

Each grievance is investigated by the Agency Manager or designee, which may include interviews with the Client, authorized representative, staff, or other individuals involved. Following review of all relevant information, the Agency Manager makes a determination and provides a written response to the Client or authorized representative within ten (10) calendar days of receipt of the grievance.

All documentation related to the grievance, including investigation, analysis, resolution, and outcome, is recorded in the Client's clinical record and in the Agency grievance log within thirty (30) days of the complaint. The written response will explain the decision rendered and inform the Client of the right to appeal. If the Client files an appeal, the appeal is reviewed and responded to by a member of the Agency's Governing Body within thirty (30) days of receipt. The appeal decision is documented in the Client's record and noted in the Agency grievance log.

Clients are advised that they may file complaints directly with state oversight agencies at any time, including:

Virginia Department of Health

Office of Licensure and Certification
Complaint Intake
9660 Maryland Drive, Suite 401
Henrico, VA 23233-1463

Phone: 1-800-955-1819
Fax: 1-804-527-4503
Email: OLC-Complaints@vdh.virginia.gov

Client Rights and Responsibilities (Medicaid)

Client Rights

The Client has the right to:

- Receive Medicaid personal care services in a manner that promotes dignity, respect, privacy, and independence
- Receive services without discrimination based on race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, or source of payment
- Be free from abuse, neglect, exploitation, mistreatment, or harassment of any kind
- Participate in the development, review, and revision of the approved plan of care
- Receive services in accordance with Virginia Medicaid authorization, medical necessity, and applicable regulations
- Be informed of the services provided, service limitations, and any changes to the plan of care or service authorization
- Exercise freedom of choice in selecting and changing Medicaid service providers in accordance with program requirements
- File complaints or grievances regarding services without fear of retaliation or reprisal
- Have personal, medical, and financial information maintained as confidential in accordance with HIPAA, Virginia law, and Medicaid regulations
- Receive information on how to contact the Agency, Adult Protective Services, and state oversight entities

Client Responsibilities

The Client or the Client's Authorized Representative agrees to:

- Provide accurate, complete, and timely information necessary for the provision of Medicaid services
- Notify Hampton Roads Home Care LLC of changes in condition, address, contact information, emergency contacts, or Medicaid eligibility status
- Cooperate with required reassessments, supervisory visits, and Medicaid or Managed Care Organization reviews
- Follow the approved plan of care and communicate service concerns, changes, or requests through the Agency
- Maintain a reasonably safe environment for the provision of personal care services
- Treat caregivers and Agency staff with courtesy, respect, and cooperation

Failure to meet these responsibilities may result in modification, suspension, or discontinuation of services in accordance with Virginia Medicaid regulations and program requirements.

Freedom of Choice

The Client understands that participation in Medicaid personal care services is voluntary and that the Client retains the right to choose among qualified Medicaid providers. The Client may change providers at any time in accordance with Virginia Medicaid and Managed Care Organization policies.

Client Acknowledgment and Signature

By signing below, the Client or the Client's Authorized Representative acknowledges that they have received, reviewed, and understand the Hampton Roads Home Care LLC Medicaid Client Service Contract, consisting of ten (10) pages.

The Client acknowledges that services are provided in accordance with Virginia Medicaid authorization, medical necessity, and applicable regulations, and that services may be modified, suspended, or discontinued based on changes in eligibility, authorization, or program requirements.

This signature confirms acknowledgment of the entire Client Service Contract and does not waive any rights afforded to the Client under Virginia Medicaid or state or federal law.

Client Name:

Client/POA Signature:

Client/POA Signature Date:

Agency Representative Name:

Agency Representative Signature:

Agency Representative Signature Date: