



GOLDEN HEART

SENIOR CARE

You're in Caring Hands with Golden Heart!

9300 Sun City Blvd., Suite #103
Las Vegas, Nevada 89134

CLIENT SERVICE AGREEMENT

Date: _____

Name: _____

It is with great pleasure that we welcome you to our services and to our dedicated employees ready to provide you with the highest level of service.

Thank you for choosing **GOLDEN HEART SENIOR CARE** as your partner in providing passionate home-based care. To us passion comes from the heart and is a combination of enthusiasm, interest, dedication and commitment. We are truly passionate about the caregiver services we provide!

You will find the following terms and conditions in this document:

1. Agency Responsibilities & Client Rights
2. Regulatory Restriction of Service and Duties
3. Golden Heart Client Bill of Rights
4. Company Responsibilities
5. Client Responsibilities
6. Notice Of Termination for Services
7. Employment Of Caregivers and Employees
8. Covid-19
9. Charges, Reimbursements and Financial
10. No Show Policy
11. Vehicle Usage Policy
12. Client Complaints and Grievances
13. Arbitration

If you, your family or loved ones have any questions, suggestions or concerns regarding any aspect of our service please contact me at your earliest convenience.

Sincerely,

Bob Swadkins
Owner & Administrator
Bob@WeProvideGoldenCare.com
www.GoldenHeartSummerlin.com
702-800-4616



CLIENT SERVICE AGREEMENT

AGENCY RESPONSIBILITIES & CLIENT RIGHTS

As our valued Client, you have the right to:

1. Receive considerate care that recognizes your inherent worth and dignity.
2. Participate in the development of the service plan we establish for you; to receive an explanation of the personal care services in accordance with the service plan; and to receive a copy of the service plan.
3. The Administrator shall ensure you can speak to any person who advocates for the rights of the Clients of the Agency.
4. Receive the telephone number of the Bureau which may be contacted for complaints.
5. Know all communications and records will be treated with confidentiality and pursuant to the law;
6. Receive responses/services to reasonable requests for assistance, within the limits set by your service plan and our scope of practice.
7. Receive supervisory visits by members of Golden Heart Senior Care's management team to ensure the highest level of service is provided.

REGULATORY RESTRICTION OF SERVICE AND DUTIES

In compliance with Nevada law, it is not within the scope of the state license of Golden Heart to manage your medical and health conditions, should your condition become unstable or unpredictable. In such a case, every effort will be made to refer you to health care practitioners who can manage your care needs. In addition, your Caregivers are not permitted to perform the following:

1. Insertion or irrigation of a catheter.
2. Irrigation of any body cavity, including, without limitation, irrigation of the ear, insertion of an enema or a vaginal douche.
3. Application of a dressing involving prescription medication or aseptic techniques, including, the treatment of moderate or severe conditions of the skin.
4. Administration of injections of fluids into veins, muscles, or the skin.
5. Administration of medication, including, without limitation, the insertion of rectal suppositories, nor the application of a prescribed topical lotion for the skin.
6. Performing physical assessments.
7. Using specialized feeding techniques.
8. Performing a digital rectal examination.
9. Trimming or cutting toenails.
10. Massage.
11. Providing specialized services to increase the range of motion of a client.
12. Providing medical case management.
13. Any task identified in the Nurse Practice Act (chapter 632 of NRS) and the regulations adopted by the State Board of Nursing as requiring skilled nursing care.
14. Providing specialized services.
15. Heavy lifting or duties beyond the scope of home care duties.

GOLDEN HEART CLIENT BILL OF RIGHTS

As our valued Client, you have the right to:

1. **QUALITY:** Receive high quality services in an empowered environment that responds to your changing needs.

2. **RESPECT:** Be valued and treated with dignity, respect, and courtesy. To receive considerate and respectful care that recognizes your inherent worth and dignity.
3. **EMPOWERMENT:** Make choices, have a voice, be heard, and be consulted and informed about your care.
4. **ADVOCACY:** Receive advocacy for integrated care designed to protect your rights, optimum health & lifestyle -- if desired, to have another person of your choice support you and advocate on your behalf. The Administrator will ensure you are not prohibited from speaking to any person who advocates for your rights.
5. **CONFIDENTIALITY:** Your privacy is protected and all matters concerning your medical and personal affairs are kept in the strictest confidence according to HIPAA standards.
6. **FREEDOM FROM DISCRIMINATION** of any type including age, religion, disability, ethnicity, or gender. Your cultural/personal beliefs and lifestyle are respected.
7. **TRANSPARENCY:**
 - Be provided with a written plan of your care services and have access your personal information.
 - To receive notification of any authority of the Health Division to examine the records of the client as related to the regulation and evaluation of the agency by the Health Division.
 - To receive from the agency, within the limits set by the service plan established for the client and within the program criteria, responses to reasonable requests for assistance; and
 - To receive information, upon request, concerning the policies and procedures of the agency, including, without limitation, the policies and procedures of the agency relating to charges, reimbursements and determinations concerning service plans.
8. **COMMUNICATION:** Your comments are heard and valued. We welcome your feedback, and suggestions through any communication channel, including an advocate of your choice. If you have a grievance, we will assist you in accordance with State Law and Company Client Grievance Policy and Procedures. You have the right to speak to any person who advocates for your rights.
9. **TIMELY RESPONSES:** Your concerns are addressed appropriately.
10. **SELF-SUFFICIENCY:** We are not replacing you; we are assisting you to the best of our ability and encouraging your independence.
11. **RESPONSIBLE CARE** – as provided by compassionate employees who have been screened and trained to deliver outstanding care.
12. **CONTINUITY OF CARE:** Continuous Quality Improvement ensures you receive our high standard of personalized services while they are necessary and appropriate to meet your needs.
13. **PEACEFUL ENVIRONMENT:** Your services will be provided by Caregivers who practice courtesy, positive communication, and who leave their problems at home. Potential conflict resolution will be handled with sensitivity and respect.
14. **SERVICES:** Be enrolled for services if you have a need, so long as you provide a safe environment for staff and pay for the care provided to you.

COMPANY RESPONSIBILITIES

The parties agree that GOLDEN HEART shall:

1. Conduct a Client Assessment to determine service requirements and Client needs.
2. To arrange at the Client's expense emergency treatment or emergency transportation to a hospital, if necessary, in accordance with Client rights and state regulatory requirements.
3. To recommend additional care as deemed necessary, in consultation with the Client and/or guardian, and in accordance with Client rights, preferences, and state regulatory requirements.

4. Update our Client Service Agreement (policies changes, price changes, etc.). All changes are communicated either by email or USPS and will be effective 14-days from date of notification.

CLIENT RESPONSIBILITIES

The Client agrees to the following workplace conditions:

1. Ensures a safe and healthy work environment including pet control and secondhand smoke if the employee issues a concern.
2. Communicate with the management of Golden Heart, and not the Caregiver, when service issues are in question.
3. Inform the Administrator of any personal care services currently being performed by other Agencies so a coordinated effort can be maintained.
4. Respects the employees' human rights and does not discriminate against the employee for any reason.
5. All forms, charts and service plans left at the Client's residence are the property of the Company and are to be made available to the employee. All forms, charts and service plans are to be returned to the Company upon termination of service.
6. Provide all supplies required for personal living, care services, meal preparation and housekeeping.
7. Not offer gifts to a Caregiver more than \$50 annually.
8. Do not ask for Caregivers personal telephone number or email address.
9. Not arrange or modify service with the Caregiver without contacting the Company first. If the Client accepts services from a Caregiver that is outside of a scheduled shift, the Client may be billed for these services, including overtime surcharge, if applicable.
10. Not ask the Caregiver to work more than the authorized number of hours per the Service Agreement.
11. Not ask the Caregiver to provide services not requested in your Service Agreement.
12. Notify the Company 24 hours prior to any shift change or cancellation of service for a day.
13. Notify the Company of any employee or service concerns.
14. Provide Golden Heart with a copy of any advanced medical directives.
15. Don't leave or entrust any cash, negotiable instruments, checkbook, jewelry, or other valuable items ("Valuable Items") unattended in the presence of a Golden Heart employee. Client waives all claims against Golden Heart for Valuable Items which were entrusted to the care of Golden Heart employees or left unattended in the presence of such employees.
16. Not name a Golden Heart Caregiver as Power-of-Attorney for the Client; and
17. Golden Heart is committed to the schedule of care in place; however, we request that you remain flexible and/or have an alternate plan of care in case of extreme weather, natural or manufactured disasters, sudden illness, or reason beyond the Company's control. It is our policy to provide alternate coverage when possible. If we are unable to provide alternate care, the Agency will notify you as soon as possible.

NOTICE OF TERMINATION FOR SERVICES

Client or Golden Heart may terminate service for any or no reason by providing a notice of termination to the Golden Heart Scheduler or to the Client.

EMPLOYMENT OF CAREGIVERS AND EMPLOYEES

Golden Heart has incurred considerable expenses in recruiting, coaching, developing, and training each employee. The client agrees not to hire Golden Heart employees, interfere with their employment, or cause an employee to transfer to another caregiver agency during the term of this agreement. If Client hires a Golden Heart employee during the term of this agreement or within 180-days after the termination of this agreement, Client will pay Golden Heart a fee of \$10,000 per employee. If this agreement is violated, GOLDEN HEART WILL PURSUE LEGAL REMEDY.

COVID-19

If a client acquires the COVID-19 virus, the Client is required to notify Golden Heart immediately. If a Client is active with COVID, the cost of care is higher due to Personal Protective Equipment (PPE) required to be provided to the Caregivers and an increased wage premium paid to the Caregiver to encourage continued care. As such, the cost of care increases \$5 per hour over the normal agreed upon rate. Further, Golden Heart may terminate services based on this diagnosis.

CHARGES, REIMBURSEMENTS, AND FINANCIAL ARRANGEMENTS

Client agrees to the following payment terms:

1. Charges for services provided by the care staff are billed at the established rate plus any additional authorized expenses.
 - a. The hourly fee for service is:
 - i. \$ _____ per hour for more than four (4) hours per shift.
 - ii. \$ _____ per hour for four (4) hours or less per shift. If your shift is less than four hours, we compensate the caregiver more to ensure your shift is filled.
 - iii. If the caregiver is providing couples care (for example, for a husband and wife) the rate is +5.00/hr. more than the quoted applicable rate above.
 - iv. \$50 per hour for Field Care Coordinator services – generally this cost is associated with complex care cases (Stroke, Alzheimer’s, Dementia, Parkinsons, Hospice, Etc.) as determined by Golden Heart. Monthly hours generally do not exceed one (1) hour weekly.
 - v. Your hourly fee is guaranteed to not increase for 120 days.
 - vi. As care needs change, your rate may increase to accommodate for the higher care needs. If this happens, you will be notified of the rate increase.
 - b. Golden Heart has a three (3) hour shift requirement and a weekly minimum of nine (9) hours. **The minimum weekly hours requirement will be billed regardless of actual hours used. This is done to ensure the continuity of care and helps eliminate service failures.**
 - c. If Client requests services for a specific Caregiver, and it places the Caregiver in overtime status, an overtime fee of 1½ for those hours will be charged.
 - d. Golden Heart recognizes the following Holidays. Time-and-a-half fees apply for services provided from 12:00 am to 11:59 pm on these days:
 - New Year’s Day
 - Martin Luther King Day
 - Independence Day
 - Labor Day
 - Veterans Day
 - Thanksgiving
 - Christmas
 - e. If your account goes inactive (no service for more than 60 days), and you come back on service, your hourly rate will be adjusted to the then current rate for services at that time.
2. Payments for services are made as follows:
 - a. No deposit is required. A “voided” check or credit card will be placed on file to facilitate payment if payment is not made within the period outlined in this agreement. Client consents to allowing Golden Heart to charge their credit card or make payment via E-Check in such circumstances.
 - b. Invoices will be e-mailed/mailed within three days of the end of the service week (Friday) for the services provided for the prior week (Saturday ~ Friday).
 - c. Payment for services provided is due within seven (7) days of the invoice date.
 - d. If my financial institution rejects charges to my credit card or my bank account for any reason, I will pay the invoice amount within three (3) days after rejection.

- e. I agree to address any disputed charges directly with Golden Heart before disputing the charges with my financial institution. Any invoice concerns will be researched/corrected immediately.
- 3. If the Client is a recipient of care services funding from a third-party payer (e.g., Long Term Care Insurance, Veteran’s Aid, Attendant Benefit, etc.), the Client agrees to be responsible for any payment not covered by the third-party payer, which will be billed to the payment on file.
- 4. If Golden Heart purchase items for the Client (sundries, groceries, etc.) in which Golden Heart fronts the money, there will be a 10% charge on top of the purchase item price total to cover administrative expenses associated with acquiring the items.
- 5. In the event of non-payment, Client is responsible for 100% of all collection costs (collection agency costs, attorney’s fees, court cost, interest, and other associated costs). Collection agency costs are set at 40% of the balance due. Interest will be charged at the rate of 1.5% per month. Attorney’s fees and court costs are 100% of the actual amount incurred by Golden Heart.

NO SHOW POLICY

Golden Heart makes every effort to meet our clients’ needs every time. However, there will be instances when a scheduled Caregiver is not available for their shift. When this occurs, a substitute Caregiver will be provided. If your Caregiver does not arrive as scheduled, please call our office and we will remedy the situation.

VEHICLE USAGE POLICY

If a Client desires to allow a Caregiver to use the Client’s vehicle, they do so assuming full responsibility for all claims. If the Caregiver uses their personal vehicle to transport the Client, the Client will be charged at the current IRS mileage rate for each mile traveled.

CLIENT COMPLAINTS AND GRIEVANCES

If you believe you are being abused, neglected, or exploited, you should contact the State of Nevada Aging and Disability Services (702-486-6930), and notify the Agency Administrator (702-800-4616). If you have any other type of complaint, please notify your Agency Administrator. After investigation, if the Administrator is unable to resolve the complaint to your satisfaction, please contact the Nevada State Health Division (702-486-6515).

ARBITRATION

The Client and Golden Heart agree that any controversy or claim relating to this agreement will be settled by Binding Arbitration in Clark County, Nevada. The arbitration is administered by the American Arbitration Association (“AAA”) in accordance with the National Rules for the Resolution of Employment Disputes. Both parties will share equally in the cost of arbitration and associated fees. The decision of the arbitrator shall be final and binding. All disputes must be filed within 180 days of the occurrence of claim or controversy.

ACKNOWLEDGEMENT OF UNDERSTANDING AND RECEIPT OF CLIENT SERVICE AGREEMENT

I have read and understood these terms and conditions and agree to enter into this Service Agreement.

Client, Power of Attorney or Facility Representative

Date

Golden Heart

Date

PAYMENT AUTHORIZATION

Client Name _____

I authorize Golden Heart Senior Care of Summerlin (“Golden Heart”), to process payment on a weekly basis for services rendered. I understand and accept the following conditions:

1. No deposit is required. A “voided” check or credit card must be placed on file to facilitate payment if payment is not made within the period outlined in this agreement. Client consents to allowing Golden Heart to charge their credit card or make payment via E-Check in such circumstances, even if you are paying by check.
2. Golden Heart will charge my credit card or withdraw funds via ACH Debit/Electronic Funds Withdrawal (“E-Check”) for services rendered. The charge will occur within three calendar days after the end of the weekly cycle.
There is a 3% surcharge on credit/debit card charges.
3. Payments not made within 3 days of financial institution rejection may incur a 5% penalty. An additional 5% penalty may occur for each seven (7) days late.
4. I am responsible for any fees incurred by Golden Heart because of my financial institution’s rejection of my credit card or bank account.
5. I authorize Golden Heart to process entries to my bank account for home care services provided. I understand that this authority will remain in effect until I provide seven (7) days prior notification to terminate the authorization.

Payment Method: I will mail a check Charge my credit card Process an E-Check

Invoice Delivery Method: Mail E-Mail

Payer’s Name: _____

Payer’s Relationship to Client: _____

Payer’s Email: _____

Credit Card Information:

Name EXACTLY as it appears on the card (PRINT): _____

Credit Card Number: _____

Type of card: VISA MC AMEX Expiration Date: _____ Security Code: _____

Credit Card Billing Address (Please Print):

Street: _____ City: _____ State: _____

Zip Code: _____ Telephone: (____) _____

E-Check Information:

(Attach Voided Check Here)

Bank Name: _____ Type of Account: Checking Savings

Bank Routing Number _____ Account Number _____

Signature of Account Holder: _____ Date _____

Client Long Term Care Insurance Information

Insured's Name: _____

Date of Birth: _____

Last Four of SSN: _____

Policy Address: _____

Expiration Period: Yes or No How Long in days _____

Daily Payout Max \$: _____

Daily Hour Max: _____

Lifetime Policy Max \$: _____

Long Term Insurance Terms of Use

If the Client is a recipient of care services funding from a third-party payer (e.g., Long Term Care Insurance, Veteran's Aid, Attendant Benefit, etc.), the Client agrees to be responsible for any payment not covered by the third-party payer, which will be billed to the payment on file.

Until the insurance is verified by Golden Heart, payment for services will be made to the payment on file with Golden Heart (credit card or ACH). After insurance has been verified, Golden Heart will direct bill the insurance company at the clients request.

In the event of non-payment, Client is responsible for 100% of all collection costs (collection agency costs, attorney's fees, court cost, interest, and other associated costs). Collection agency costs are set at 40% of the balance due. Interest will be charged at the rate of 1.5% per month. Attorney's fees and court costs are 100% of the actual amount incurred by Golden Heart.

I agree to, and understand the above:

Client Name _____

Client Signature _____

Please Provide a Copy of The Insurance Policy Summary