



Client Handbook



We're here to make your life easier. Our quality care helps you safely stay in the comfort of your own home, while our trusted CareGivers offer the caring touch of a friend. We look forward to getting to know you and your family. This handbook was designed to answer some of most frequently asked questions, but isn't intended to cover every situation that may arise. Please call the *Psalm's Home Care* office if you have any questions: **(940) 594-9729**

OUR MISSION

At *Psalms Home Care*, we desire to be your one source for assistance.

Our mission is to deliver the same quality of care that we would expect for ourselves and our loved ones. We will provide services and support to any individual who chooses to remain independent in their home and community. We value the trust that our Clients have placed upon us and gladly choose to accept this responsibility.

PERSONAL CARE ITEMS AND SUPPLIES

Please have all the cleaning supplies and personal care items available that your CareGivers will need to perform their duties. Specific items or supplies will be discussed during the Care Planning process.

CAREGIVERS

Our CareGivers are held to the highest standards of service and training. One of the most important components of the service we provide is the relationship between you and your CareGiver. It is critical that our CareGivers always maintain a respectful, helpful and pleasant manner when in your home. On occasion, no matter how hard we try, you may feel that your CareGiver is not meeting your expectations. If a problem develops, please call the **Psalms Home Care**, office as soon as possible. We will assess the situation and look for ways to resolve the issue. If this is not possible, a new CareGiver will be assigned.

The professional caregiver will also have some expectations. Taking a few moments during the first visit to find out what each person expects of the other will reduce stress and lead to a better relationship. Below are some suggestions that will help the adaptation process for both families and their CareGivers.

1. Keep an open line of communication. Offer feedback to your CareGivers so they know when they are on track.
2. Let your CareGivers know how they can help. Be clear and specific with instructions.
3. Write down appointments and keep a checklist of items that can be completed if your CareGiver has extra time.
4. Make advance directives or living wills available in case of an emergency.
5. Let your CareGivers know when they do something well or exceeds expectations.
6. If your CareGiver's performance could improve through a change in behavior, please address this with the *Psalms Home Care* Office. Please be as specific as possible. We will address the behavior that should be changed. Whenever possible, let your CareGiver and our office know well in advance of changes in your schedule.
7. Remember that your CareGivers are only human, not machines. They will make mistakes, and have difficult days, just as you will. They will need occasional breaks to eat, relax, or enjoy a change of scene.

Your CareGiver probably began her profession because she has a desire to help people. Hearing about how good he/ she is making someone feel will probably make his/ her day!

We carefully match your needs, wishes and schedule with the experience and training of potential CareGivers. Once that match is made, you will have the opportunity to meet your CareGiver prior to services at no additional charge. We also realize the importance of having the same CareGivers assigned to you. Not only does this provide a continuity of care, but it also gives you the personalized attention you deserve.

I CONTRACT AGREEMENT

All CareGivers sign a contract agreement during the hiring process. This is a legally binding document that prohibits any *Psalms Home Care* contractor from accepting employment directly with a client. Your CareGiver may only work for you as a *Psalms Home Care* contractor.

II BACKUP SERVICES AND AFTER HOURS CARE

It is *Psalms Home Care*'s intention to introduce the CareGiver to each client. In this way you will always know the CareGiver that will be providing services. In the event of an illness, injury or other emergency where the primary CareGiver is not available, a backup CareGiver or one of the supervisors will be available to provide the services you need.

III CAREGIVER TIMESHEETS AND CALL-IN VERIFICATION

Your CareGiver is required to call in to the *Psalms Home Care* Office at the beginning and end of each visit. Your phone needs to be used for this call so that not only is the time verified, but also the location. Your CareGiver is also required to carry a *Psalms Home Care* timesheet each day. The CareGivers will log their hours on this timesheet and you will be asked to sign, if able, thus verifying hours worked. If there is a discrepancy between the hours on the timesheet and the call-in time, the call-in time will be used unless you specifically note the time difference on your CareGiver's timesheet.

IV VISITORS AND PERSONAL BUSINESS

Your CareGivers are not permitted to entertain personal friends or relatives, nor should they use your telephone for personal reasons.

V SMOKING

For safety reasons, your CareGiver is not permitted to smoke in your home at any time. This rule applies even if you or your family members smoke. If your CareGiver is a smoker and needs to smoke during his/her shift, we will discuss this with you prior to placing the CareGiver in your home. If you do not object, we will try to designate an outside smoking area for your CareGiver. If this is not acceptable, or if the level of care needed makes this impractical, we will place a non-smoker in your home.

VI MEDICATION REMINDERS

If you would like a reminder to take your medications, we will help develop a schedule of when your medications need to be taken. There are strict laws regarding the administration of drugs and medications and our CareGivers cannot hand out medications or fill medication organizers (pill boxes). We ask that you, or a family member, a pharmacist or some other individual have this completed prior to our visit. We can, however, help open containers, remind you that it's time to take your medications and document whether or not they were taken.

CareGivers are not permitted to dispense medications.

VII GIFTS AND GRATUITIES

Psalms Home Care policy on accepting gifts of any kind from Clients or their families is designed to protect the Client from being exploited by the CareGiver, as well as to protect the CareGiver from the accusation of exploitation. Because many of our Clients are vulnerable due to their age or medical condition, it is expressly forbidden for your CareGiver to accept any gift or gratuity.

Your CareGiver should **NEVER** solicit or ask for any gift or item from your home, even if the item is scheduled to be donated to charity.

Sometimes you may want to express your gratitude for the exceptional service your CareGivers are providing by offering them a gift or money. At the conclusion of service or for special occasions, such as your CareGiver's birthday, gifts from clients may be permitted. We ask that you contact the office prior to giving your CareGiver gifts of this nature.

VIII MEALS

During a visit, CareGivers are responsible for providing their own meals and snacks. During 24-hour stays, *Psalms Home Care* expects the client to provide regular meals, but your CareGivers are still asked to provide their own snacks and drinks.

IX DINING OUT OR OTHER OUTSIDE EVENTS

If you request your CareGiver eat out with you, or attend an outside event, we ask that you pay for your CareGiver's meal, ticket, etc. These are expenses your CareGiver may not have the finances to pay for.

X TRANSPORTATION

Your CareGiver can use his/her vehicle for transportation and errands. If she uses her vehicle you will be billed for mileage at the current IRS rate.

If you prefer, your CareGiver can use your vehicle to take you to appointments or to run errands. We are required to verify insurance coverage and vehicle registration prior to the use of your vehicle.

XI. SUPERVISION OF CAREGIVERS

In order to provide the highest quality of care and customer satisfaction, our CareGivers are supervised and evaluated on an ongoing basis. The *Psalms Home Care* Supervisor will evaluate the CareGiver's performance based on telephone calls, unannounced visits and satisfaction surveys. We will make an initial Supervisory Visit during the first 4-6 weeks of service.

Supervisory Visits will be conducted a minimum of once every 6 months thereafter. Phone calls and satisfaction surveys will be done on a random basis. This information will allow us to continually improve our services. Your cooperation and honesty in this process is greatly appreciated.

XII. FEES AND CARE PLAN

Service fees are based on the number of hours per visit and the level of care provided. Prior to services commencing, a Price Proposal and a Service Agreement are completed and signed by a *Psalms Home Care* representative and yourself or a family member. The Service Agreement outlines the level of care, services to be provided, and the schedule (number of hours and days of week). The Price Proposal outlines the fees to be paid for those services, whether, daily or weekly. The Price Proposal is also your receipt for your Security Deposit and acknowledgement that you understand and will comply with *Psalms Home Care* Policies as stated in that document, including that you or your family agree that you will not employ, directly pay, or otherwise directly retain any caregiver of *Psalms Home Care* who has rendered services to you on behalf of *Psalms Home Care*.

The Service Agreement is then used to develop a Care Plan. We will work with you and your family to formulate a Care Plan that incorporates your needs, wishes and preferred schedule.

XIII. CARE PLAN CHANGES

Occasionally, the level of care or the number of hours per visit will need to be adjusted. If either of these circumstances affects the existing fee schedule, a new Price Proposal & Service Agreement will be completed, discussed and signed prior to any fee adjustments. In most cases, the *Psalms Home Care* Supervisor will, during a Supervisory Visit, note any need for changes to your Care Plan and report them to the Office. We will then contact you regarding those recommendations. If at any time you feel a change is needed, please contact the Office - (817) 337-9001 or (817) 773-0389. All Care Plan changes (increases or decreases in hours or services to be provided) must be processed through the *Psalms Home Care* Office, not through your CareGiver.

SCHEDULING

I CANCELLATION OF A VISIT

If something happens and you need to cancel or reschedule a visit, **we ask you to give us at least 4 hours notice** so we can reassign your CareGiver. If the caregiver is in route or arrives at the assignment *Psalms Home Care* will invoice you for that visit.

II VACATIONS

Occasionally, you may leave town or have family visiting and need a break in services. We are very understanding of this; however, if we have notice, we can assign your CareGiver another shift. We ask that you give us two weeks notice so we may offer them alternate shifts until you return.

III HOLIDAY POLICY

Due to the nature of the services we provide, we do receive requests for CareGivers to be with their clients on some holidays. *Psalms Home Care* observes the following holidays:

**Christmas Eve beginning at 6:00PM-Christmas Day-New Years Eve beginning at 6:00PM
NewYears Day-Independence Day-Labor Day-Memorial Day-Thanksgiving-Easter**

Services provided on the holidays will be billed at time and one half (1 ½) the hourly rate. Please let *Psalms Home Care* know in advance if a CareGiver is **not** needed on a scheduled holiday. Reminders will be included with invoices or phone calls. We cannot ensure your regularly scheduled CareGiver will be available for all holidays.

CANCELLATION OF SERVICES

Except in an emergency, *Psalms Home Care* provides the client or the client's parent, family, spouse, significant other, or legal representative written notice of transfer or discharge at least five days prior to the date on which the client will be transferred or discharged.

Psalms Home Care may transfer or discharge a client without five days notice under the following circumstances:

- Upon the client's request;
- If the client's medical needs require transfer, such as a medical emergency;
- In the event of a natural disaster when the client's health and safety is at risk;
- 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;
- According to physician orders; or
- If the client fails to pay for services, except as prohibited by federal law.

Invoices and Payments

The weekly billing cycle begins on Sunday at 12:01am and ends on Sunday at midnight. Invoices are generated and mailed to the designated billing address every Monday.

Payment for all services rendered shall be made in accordance with *Psalms Home Care* normal billing cycles. Payment for all services shall be made by check or money order made out to *Psalms Home Care* and mailed to the address listed on the invoice. *Psalms Home Care*' CareGivers are not authorized to directly receive money or payments. Payment of all invoices shall be due upon receipt. If payment is not received within 7 days you will be charged \$25.00 per day starting the 8th day until the invoice is paid in full.

PSALMS HOME CARE POLICIES

I EMERGENCY PROCEDURES

Psalms Home Care provides only non-medical assistance to its clients. In the event of an emergency, your CareGiver will call 911 for emergency assistance. After calling 911 for emergency assistance, the CareGiver will call the emergency contacts listed on the Emergency Telephone Numbers form.

Psalms Home Care Office Phone is answered 9-4 Monday - Friday. If you call the Office before or after business hours the On Call Supervisor will assist you.

EMERGENCY RESPONSE

1. When an external emergency of any kind is reported, you & your CareGiver will be notified of by the Administrator via telephone (if service is available).
2. Your CareGiver will follow emergency procedures as outlined in the emergency section of their Handbook, as well as the specific procedures that have been discussed with you & your family and outlined in your Care Plan.
3. Your CareGiver will be reminded to call family emergency contacts if possible.
4. Your CareGiver will be reminded to take detailed notes on their Shift Report of dates and times, first aid and other emergency procedures that were followed during the disaster.

a) TRIAGE LEVEL

At the time of initial assessment and start of services, *Psalms Home Care* will work with you and your family to assign a triage level. This level indicates the level of ability for survival in the event of a disaster.

The triage levels for this agency are defined as follows:

- ❖ **Level One:** This individual will need assistance or medical help within 24 hours.
- ❖ **Level Two:** This individual will need assistance or medical help within 48-72 hours.
- ❖ **Level Three:** This individual can survive without assistance for more than 72 hours.

II CLIENT COMPLAINTS

1. You have the right to file a complaint against this agency with the director, **Department of Aging & Disability Services, P.O. Box 149030, Austin, Texas, 78714-9030, or the toll free Hotline (1-800-458-9858)**. The purpose of this procedure is to have an effective way to resolve complaints from clients or anyone not employed by Psalms Home Care – Direct

Link that have chosen **to not call** the Department of Aging & Disability Services Hotline (1-800-458-9858). Our goal is to resolve the issue fairly to all parties involved and improve the relationship between the complainant and Psalms Home Care – Direct Link, or refer the complainant to the proper resources that would be appropriate.

2. The office will document all verbal complaints on a Complaint Log and a Grievance Form.
3. Complaints found to be significant (requiring investigation and/or panel review) are submitted in writing on a Grievance Form (see attachment) to the Administrator.
4. The agency will provide a verbal response to the complainant within one business day of discovery. If found to be significant, the Administrator will write an acknowledgement letter to the complainant within five calendar days. The letter must include the Department of Aging & Disability Services Hotline telephone number.
5. Our Continuous Quality Improvement 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.).
6. The CQI Team will insure, in every complaint resolution, that your care continues uninterrupted by the complaint resolution process.
7. The CQI Team will have ten working days to resolve the complaint to the satisfaction of the complainant, unless there are unusual circumstances that cause a delay. However, all investigations must be completed within 30 calendar days. If you are dissatisfied with the results of the investigation or the resolution of your complaint, you still have the right to file a complaint against this agency with the director, **Department of Aging & Disability Services, P.O. Box 149030, Austin, Texas, 78714-9030, or the toll free Hotline (1-800-458-9858).**

III DRUG TESTING POLICY

It is the policy of Home Helper's to reserve the right to conduct drug testing of job applicants. Should an applicant be considered for employment, they may be contacted regarding the time and location of the pre-employment drug test. Refusal to take the drug test or failing the drug test can disqualify an applicant from further consideration for a position with this agency.

The drug test will be done using either 5 or 10 panel urine screen.

This agency may also conduct 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 copy of this policy shall be made available to each client or prospective client considering or applying for services with this agency.

IV CONFIDENTIALITY

Psalm's Home Care understands your right to privacy and ensures that any information you give your CareGiver, or any records we maintain, will be kept confidential. The new HIPAA laws are very strict about the confidentiality and all CareGivers are required to abide by the HIPAA rules and regulations.

Psalm's Home Care Consulting
NOTICE OF PRIVACY PRACTICES

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.

THE PRIVACY OF YOUR HEALTH INFORMATION IS IMPORTANT TO US.

I OUR LEGAL DUTY

We are required by applicable federal and state law to maintain the privacy of your health information. We are also required to give you this Notice about our privacy practices, our legal duties, and your rights concerning your health information. We must follow the privacy practices that are described in this Notice while it is in effect. This Notice takes effect February 28, 2007, and will remain in effect until we replace it.

We reserve the right to change our privacy practices and the terms of this Notice at any time, provided such changes are permitted by applicable law. We reserve the right to make the changes in our privacy practices and the new terms of our Notice effective for all health information that we maintain, including health information we created or received before we made the changes. Before we make a significant change in our privacy practices, we will change this Notice and make the new Notice available upon request.

You may request a copy of our Notice at any time. For more information about our privacy practices, or for additional copies of this Notice, please contact us using the information listed at the end of this Notice.

II USES AND DISCLOSURES OF HEALTH INFORMATION

We use and disclose health information about you for the services we provide, payment, and service operations. For example:

Treatment: We may use or disclose your health information to a physician or other healthcare provider providing treatment to you.

Payment: We may use and disclose your health information to obtain payment for services we provide to you.

Healthcare Operations: We may use and disclose your health information in connection with our healthcare operations. Healthcare operations include quality assessment and improvement activities, reviewing the competence or qualifications of healthcare professionals, evaluating practitioner and provider performance, conducting training programs, accreditation, certification, licensing or credentialing activities.

Your Authorization: In addition to our use of your health information for treatment, payment or healthcare operations, you may give us written authorization to use your health information or to disclose it to anyone for any purpose. If you give us an authorization, you may revoke it in writing at any time. Your revocation will not affect any use or disclosures permitted by your authorization while it was in effect. Unless you give us a written authorization, we cannot use or disclose your health information for any reason except those described in this Notice.

To Your Family and Friends: We must disclose your health information to you, as described in the Client Rights section of this Notice. We may disclose your health information to a family member, friend or other person to the extent necessary to help with your healthcare or with payment for your healthcare, but only if you agree that we may do so.

Persons Involved In Care: We may use or disclose health information to notify, or assist in the notification of (including identifying or locating) a family member, your personal representative or another person responsible for your care, of your location, your general condition, or death. If you are present, then prior to use or disclosure of your health information, we will provide you with an opportunity to object to such uses or disclosures. In the event of your incapacity or emergency circumstances, we will disclose health information based on a determination using our professional judgment disclosing only health information that is directly relevant to the person's involvement in your healthcare. We will also use our professional

judgment and our experience with common practice to make reasonable inferences of your best interest in allowing a person to pick up filled prescriptions, medical supplies, x-rays, or other similar forms of health information.

Marketing Health-Related Services: We will not use your health information for marketing communications without your written authorization.

Required by Law: We may use or disclose your health information when we are required to do so by law.

Abuse or Neglect: We may disclose your health information to appropriate authorities if we reasonably believe that you are a possible victim of abuse, neglect, or domestic violence or the possible victim of other crimes. We may disclose your health information to the extent necessary to avert a serious threat to your health or safety or the health or safety of others.

National Security: We may disclose to military authorities the health information of Armed Forces personnel under certain circumstances. We may disclose to authorized federal officials health information required for lawful intelligence, counterintelligence, and other national security activities. We may disclose to correctional institution or law enforcement official having lawful custody of protected health information of inmate or client under certain circumstances.

Appointment Reminders: We may use or disclose your health information to provide you with appointment reminders (such as voicemail messages, postcards, or letters).

III CLIENT RIGHTS

Access: You have the right to look at or get copies of your health information, with limited exceptions. You may request that we provide copies in a format other than photocopies. We will use the format you request unless we cannot practicably do so. (You must make a request in writing to obtain access to your health information. You may obtain a form to request access by using the contact information listed at the end of this Notice. We will charge you a reasonable cost-based fee for expenses such as copies and staff time. You may also request access by sending us a letter to the address at the end of this Notice. If you request copies, we will charge you \$0.10 for each page, \$20.00 per hour for staff time to locate and copy your health information, and postage if you want the copies mailed to you. If you request an alternative format, we will charge a cost-based fee for providing your health information in that format. If you prefer, we will prepare a summary or an explanation of your health information for a fee. Contact us using the information listed at the end of this Notice for a full explanation of our fee structure.)

Disclosure Accounting: You have the right to receive a list of instances in which we or our business associates disclosed your health information for purposes, other than treatment, payment, healthcare operations and certain other activities, for the last 4 years, but not before February 28, 2007. If you request this accounting more than once in a 12-month period, we may charge you a reasonable, cost-based fee for responding to these additional requests.

Restriction: You have the right to request that we place additional restrictions on our use or disclosure of your health information. We are not required to agree to these additional restrictions, but if we do, we will abide by our agreement (except in an emergency).

Alternative Communication: You have the right to request that we communicate with you about your health information by alternative means or to alternative locations. {You must make your request in writing.} Your request must specify the alternative means or location, and provide satisfactory explanation how payments will be handled under the alternative means or location you request.

Amendment: You have the right to request that we amend your health information. (Your request must be in writing, and it must explain why the information should be amended.) We may deny your request under certain circumstances.

Electronic Notice: If you receive this Notice on our Web site or by electronic mail (e-mail), you are entitled to receive this Notice in written form.

a) Client Conduct and Responsibility and Client Rights

You have the right to be informed in advance about the care to be furnished, the plan of care, expected outcomes, barriers to treatment, and any changes in the care to be furnished. **Psalms Home Care** must

ensure that written informed consent specifying the type of care and services that may be provided by the agency has been obtained for every client, either from the client or their legal representative. The client or the legal representative must sign or mark the consent form.

You have the right to participate in planning the care or treatment and in planning a change in the care or treatment.

Psalms Home Care must advise or consult with the client or legal representative in advance of any change in the care or treatment.

You have the right to refuse care and services.

You have the right to be informed, before care is initiated, of the extent to which payment may be expected from the client, a third-party payer, and any other source of funding known to the agency.

You have the right to have assistance in understanding and exercising the client's rights. The agency must maintain documentation showing that it has complied with the requirements of this paragraph and that the client demonstrates understanding of the client's rights.

You have the right to exercise rights as a client of the agency.

You have the right to have the client's person and property treated with consideration, respect, and full recognition of the client's individuality and personal needs.

You have the right to be free from abuse, neglect, and exploitation by an agency employee, volunteer, or contractor.

You have the right to confidential treatment of the client's personal and medical records.

You have 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.

In the case of a client adjudged incompetent, the rights of the client are exercised by the person appointed by law to act on the client's behalf.

In the case of a client who has not been adjudged incompetent, any legal representative may exercise the client's rights to the extent permitted by law.

IV QUESTIONS AND COMPLAINTS

If you want more information about our privacy practices or have questions or concerns, please contact us.

If you are concerned that we may have violated your privacy rights, or you disagree with a decision we made about access to your health information or in response to a request you made to amend or restrict the use or disclosure of your health information or to have us communicate with you by alternative means or at alternative locations, you may complain to us using the contact information listed at the end of this Notice.

You may also file a complaint with the **Texas Department of Aging & Disability Services at 1-800-458-9858**. To file a written complaint, write to the Director, **Texas Department of Aging & Disability Services, P.O. Box 149030, Austin, Texas, 78714-9030**.

We support your right to the privacy of your health information. We will not retaliate in any way if you choose to file a complaint with us or with the Texas Department of Aging & Disability Services.

ADVANCE DIRECTIVES AND DO NOT RESUSCITATE ORDERS

I WHAT IS AN ADVANCE DIRECTIVE?

An advance directive tells your doctor what kind of care you would like to have if you become unable to make medical decisions (if you are in a coma, for example). If you are admitted to the hospital, the hospital staff will probably talk to you about advance directives.

A good advance directive describes the kind of treatment you would want depending on how sick you are. For example, the directives would describe what kind of care you want if you have an illness that you are unlikely to recover from, or if you are permanently unconscious. Advance directives usually tell your doctor that you don't want certain kinds of treatment. However, they can also say that you want a certain treatment no matter how ill you are.

Advance directives can take many forms. Laws about advance directives are different in each state. You should be aware of the laws in your state.

II WHAT IS A LIVING WILL?

A living will is one type of advance directive. It only comes into effect when you are terminally ill. Being terminally ill generally means that you have less than six months to live. In a living will, you can describe the kind of treatment you want in certain situations. A living will doesn't let you select someone to make decisions for you.

III WHAT IS A DURABLE POWER OF ATTORNEY FOR HEALTH CARE?

A durable power of attorney (DPA) for health care is another kind of advance directive. A DPA states that you have chosen to make health care decisions for you. It becomes active any time you are unconscious or unable to make medical decisions. A DPA is generally more useful than a living will. But a DPA may not be a good choice if you don't have another person you trust to make these decisions for you.

Living wills and DPAs are legal in most states. Even if they aren't officially recognized by the law in your state, they can still guide your loved ones and doctor if you are unable to make decisions about your medical care. Ask your doctor, lawyer or state representative about the law in your state.

IV WHAT IS A DO NOT RESUSCITATE ORDER?

A do not resuscitate (DNR) order is another kind of advance directive. A DNR is a request not to have cardiopulmonary resuscitation (CPR) if your heart stops or if you stop breathing. (Unless given other instructions, hospital staff will try to help all patients whose heart has stopped or who have stopped breathing.) You can use an advance directive form or tell your doctor that you don't want to be resuscitated. In this case, a DNR order is put in your medical chart by your doctor. DNR orders are accepted by doctors and hospitals in all states.

Most patients who die in a hospital have had a DNR order written for them. Patients who are not likely to benefit from CPR include people who have cancer that has spread, people whose kidneys don't work well, people who need a lot of help with daily activities, or people who have severe infections such as pneumonia that require hospitalization. If you already have one or more of these conditions, you should discuss your wishes about CPR with your doctor, either in the doctor's office or when you go to the hospital. It's best to do this early, before you are very sick and are considered unable to make your own decisions.

V SHOULD I 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.

VI HOW CAN I WRITE AN ADVANCE DIRECTIVE?

You can write an advance directive in several ways:

- 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.

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.

VII 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.

VIII WHAT WILL *Psalms Home Care* DO REGARDING MY ADVANCE DIRECTIVE?

Psalms Home Care 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.

§ 102.003. RIGHTS OF THE ELDERLY

(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.

I TO BE TREATED WITH DIGNITY

(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:

- (1) has the right to make the individual's own choices regarding the individual's personal affairs, care, benefits, and services;
- (2) has the right to be free from abuse, neglect, and exploitation; and
- (3) 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.

II TO BE FREE FROM ABUSE

(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) A mentally retarded elderly individual with 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.

III TO COMPLAIN ABOUT CARE OR TREATMENT

(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.

IV ENTITLED TO PRIVACY

(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.

V TO MANAGE FINANCIAL AFFAIRS

(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 money. The elderly individual may choose the manner in which the individual's money is managed, including 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 money 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 money shall make available the related financial records and provide an accounting of the money. An elderly individual's designation of another person to manage the individual's money 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 affairs and a guardian is designated by a court, the guardian shall manage the individual's money in accordance with the Probate Code and other applicable laws.

VI ACCESS TO RECORDS

(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:

- (1) to another person providing services at the time the elderly individual is transferred or
- (2) if the release is required by another law.

VII TO BE INFORMED

(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.

VIII

IX TO REFUSE TREATMENT

(n) An elderly individual may refuse medical treatment after the elderly individual:

- (1) is advised by the person providing services of the possible consequences of refusing treatment; and
- (2) 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.

X TO BE INFORMED OF MEDICARE OR MEDICAID BENEFITS

(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:

- (1) whether the individual is entitled to benefits under Medicare or Medicaid; and
- (2) which items and services are covered by these benefits, including items or services for which the elderly individual may not be charged.

XI CONTINUITY OF SERVICES

(r) A person providing services may not transfer or discharge an elderly individual unless:

- (1) the transfer is for the elderly individual's welfare, and the individual's needs cannot be met by the person providing services;
- (2) the elderly individual's health is improved sufficiently so that services are no longer needed;
- (3) 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;
- (4) 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
- (5) 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:

- (1) that the person providing services intends to transfer or to discharge the elderly individual;
- (2) the reason for the transfer or discharge listed in Subsection (r);
- (3) the effective date of the transfer or discharge;
- (4) if the individual is to be transferred, the location to which the individual will be transferred; and
- (5) the individual's right to appeal the action and the person to whom the appeal should be directed.

XII LIVING WILL OR POWER OF ATTORNEY

An elderly individual may:

- (6) make a living will by executing a directive under the Natural Death Act (Chapter 672, Health and Safety Code);
- (7) execute a durable power of attorney for health care under Chapter 135, Civil Practice and Remedies Code; or
- (8) designate a guardian in advance of need to make decisions regarding the individual's health care should the individual become incapacitated.

PSALMS HOME CARE POLICY REGARDING ABUSE, NEGLECT & 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

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 the **TEXAS DEPT. OF ADULT PROTECTIVE SERVICES** at **1-800-252-5400** or use the secure website: <https://www.txabusehotline.org>

You may also report abuse or neglect to the **TEXAS DEPT OF AGING & DISABILITY SERVICES** at

The hotline number is available 24 hours a day. It is answered Monday-Friday 8-5. Evenings you may leave a voice message.

X WHAT WILL PSALMS HOME CARE DO?

The owners and office of *Psalms Home Care* will cooperate fully and assist with any investigation regarding reports of Elder Abuse of any kind. Any officer, staff, or contractor of *Psalms Home Care* 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 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 OF RECEIPT OF CLIENT HANDBOOK

- I HAVE RECEIVED A COPY OF PSALMS HOME CARE CLIENT HANDBOOK AND POLICIES, INCLUDING:
 - HIPPA, HEALTH INFORMATION PRIVACY POLICIES AND PROCEDURES
 - POLICY ON ABUSE, NEGLECT & EXPLOITATION
 - CLIENTS RIGHTS
 - POLICY ON ADVANCE DIRECTIVES, DNR'S, LIVING WILLS AND MEDICAL POWER OF ATTORNEY
 - RIGHTS OF THE ELDERLY AS DEFINED BY TEXAS HUMAN RESOURCES
 - EMPLOYEE DRUG TESTING POLICY
 - HOW TO FILE A COMPLAINT AGAINST OUR AGENCY
 - NOTICE OF CANCELLATION/COOL OFF PERIOD
 - EMERGENCY PREPAREDNESS
 - CLIENT SERVICE AGREEMENT
 - HAZARDOUS WASTE MATERIAL
-

CLIENT/RESPONSIBLE PARTY SIGNATURE

DATE OF RECEIPT

IMPORTANT PHONE NUMBERS AND CONTACT INFORMATION

Owner's Name & Address

Cheryl Albert
5751 Kroger Dr. #253
Ft. Worth, TX 76244

Phone Office: 940-594-9729

Fax: 817-337-9602

E-mail: psalmshomecareconsulting@gmail.com

Website: www.psalmshomecareconsulting.com

TO REPORT ABUSE:

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

or

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

TO FILE A COMPLAINT AGAINST THIS AGENCY:

**Department of Aging & Disability Services
P.O. Box 149030, Austin, Texas, 78714-9030
or Call
1-800-458-9858**