



Consent for Services

By signing this Care Management Services Agreement (“Agreement”), Client, or a person having medical or financial decision-making authority on behalf of Client (the Client’s “Authorized Representative”), hereby requests and authorizes Visionary Care Consultants to render a broad range of comprehensive care management services to Client (referred to as “Care Management Services”) in accordance with an agreed-upon care plan which outlines a Client’s individual needs, goals, and interventions (referred to as the “Plan of Care” as further defined below).

II. Types of Services Offered

Care Management Services are determined by the Client’s needs as described in the Plan of Care. Care Management Services may include one or more of the following listed and/or related services:

- Home care service needs: determining the types of such services that are necessary and appropriate for Client and assisting Client with engaging providers of those services.
- Medical management: arranging and attending doctor appointments and appointments with other health care providers (i.e., physical therapist), facilitating communication between any/all providers, Client, and family, and monitoring Client’s adherence to medical orders and instructions.
- Interventions: determining what care providers Client needs, including if applicable rehabilitation, physical therapy, other nursing facilities, etc., and connecting Client with resources appropriate to his or her individual circumstances.
- Housing: helping Client and family select and evaluate appropriate levels of care and residential options (i.e., assisted living, skilled nursing facility, etc.).
- Communication: keeping family members and professionals informed as to well-being and changing needs of Client.
- Social Activities: when appropriate, providing opportunities for Client to engage in social, recreational, or cultural activities that enrich quality of life.
- Legal: referring to or consulting with an elder law, estate, or tax attorney; providing expert opinions for courts in determining care needs.
- Financial: may include reviewing or consulting with an accountant or Client’s representative with a Power of Attorney to act on behalf of Client.
- Entitlements: providing information on federal and state entitlements and connecting Client and/or families to local programs.
- Safety and security: monitoring Client at home, observing changes in the home environment or in Client behavior, recommending technologies to add for security or safety, and identifying potential risk for abuse.
- Transportation: providing transportation services in conjunction with one or more of the above services, including driving Client to and from medical, social, or other appointments or activities. Transportation services will be provided by Visionary Care Consultants, its employees, and/or agents in a vehicle owned and insured by Visionary Care Consultants or provided by a third-party car transportation agency.

III. Request for Service

Client or Authorized Representative understands and acknowledges that by signing the Agreement, Client or Authorized Representative is requesting that Visionary Care Consultants provide Client with the services outlined in the agreed-upon Plan of Care, and any modifications to it, as addressed below.

IV. Term/Duration of Agreement

This Agreement is made effective as of the last dated signature below ("Effective Date") by and between Visionary Care Consultants and Client or Authorized Representative.

Client or his/her Authorized Representative authorizes Visionary Care Consultants to render care management services to Client beginning on the Effective Date _____.

This Agreement will continue unless it is terminated by Visionary Care Consultants, Client, or Authorized Representative. Client or Authorized Representative may terminate this Agreement with ten (10) business days written notice to Visionary Care Consultants.

V. Plan of Care

The Plan of Care will begin with a seven-point assessment interview (including the following assessment areas: nursing/medical, cognitive, social, functional, safety, legal, and basic review of financial resources). The interview will be conducted by a Visionary Care Consultants employee such as a social worker or clinician with the appropriate educational background specific to caring for clients as well as experience in working with the elderly/frail, developmentally disabled, mentally ill, individuals with chronic pain, and other similar disabilities (referred to as a "Care Manager"). All Care Managers are employees of Visionary Care. Visionary Care conducts a thorough background check, drug testing, DMV screen and credentialing verification on all employees prior to employment. Visionary Care requires all employees to maintain licensure as requested by the state of California as well as current TB Test, Covid Vaccine and CPR certification on file. Visionary Care maintains the proper workers compensation and insurance for Care Management Services.

Based upon the assessment and discussions with Client, Authorized Representative, and/or family, as applicable, the Care Manager will create an individualized Plan of Care.

The Plan of Care will be reviewed and discussed with Client or Authorized Representative and will be modified as necessary based on these discussions. Before implementation, the Plan of Care will be presented to the Client, or Authorized Representative, by a Care Manager. Once the Plan of Care has been approved, a copy will be provided to all parties and kept in the clients secure file.

VI. Modifications to Plan of Care

The Plan of Care will be reviewed and modified periodically and as necessary based upon Client's needs. Client or Authorized Representative may request modification of the Plan of Care at any time. Any modifications made to the Plan of Care will be in writing and must be reviewed and accepted by Client or Authorized Representative, as evidenced by his/her signature on the modification document.

VII. Third Parties

Based on Client's Plan of Care, Client may require additional services from third parties including, but not limited to, home health care workers, companions, registered nurses, licensed practical nurses, physical therapists, or other medical, non-medical, or home care providers. In such situations, and upon Client or Authorized Representative's request, Visionary Care Consultants will provide Client or Authorized Representative with referrals for various professional providers and non-professional care givers based upon Client's individual needs.

Client or Authorized Representative understands and acknowledges that the services, facilities, and arrangements provided by all such third parties are independent of, and separate from, this Agreement with Visionary Care Consultants. Visionary Care Consultants is not responsible for, and shall not supervise, direct, or control any third party or the services, facilities, or arrangements such third party provides for Client. Client or Authorized Representative acknowledges his/her understanding that Visionary Care Consultants has absolutely no responsibility, obligation, nor liability for the actions or failure to act by any third party.

VIII. Authorized Incidental Purchases

Client or Authorized Representative has the option to authorize Visionary Care Consultants to purchase incidentals on behalf of Client in an amount up to Five Hundred Dollars (\$500.00) per month. Visionary Care Consultants will invoice Client bi-monthly on the first (1st) and fifteenth (15th) of every month for all expenses incurred in the prior period. These fees are payable upon receipt. Simple interest will be assessed at a rate of one and one-half percent (1.5%) of unpaid fees or Fifty Dollars (\$50.00) whichever is greater, per month, after thirty (30) days on all cumulative balances that remain unpaid. Client or Authorized Representative agrees to reimburse Visionary Care Consultants monthly for all incidental expenses incurred on behalf of Client. Incidental expenses exceeding Five Hundred Dollars (\$500.00) per month, must be approved by Client or Authorized Representative in writing prior to purchase.

I agree to allow Visionary Care Consultants to purchase incidentals on my behalf/on behalf of Client in an amount up to five hundred dollars (\$500.00) per month. Client/Authorized Representative _____

IX. Client Responsibilities

In order to provide Clients with the best possible care, Client and/or his or her Authorized Representative must:

1. Always provide accurate and complete information to Visionary Care Consultants including but not limited to medical history, current conditions, change in physician(s), medications, treatment, conditions/symptoms; or changes in financial information or the person responsible for payment.
2. Promptly inform Visionary Care Consultants of any changes in any information.
3. Select a physician and remain under medical supervision.
4. Make it known whether Client and/or Authorized Representative understands, accepts, and/or rejects the Plan of Care. Client and/or Authorized Representative must participate in planning, evaluating, and revising the Plan of Care when necessary.
5. Adhere to the Plan of Care.
6. Follow through with all appointments made according to the Plan of Care and immediately notify the Care Manager of an inability to keep any appointments.
7. Notify Visionary Care Consultants or other agencies prior to scheduled visits if Client or Authorized Representative no longer wants services or wants to discontinue them.
8. Ensure financial obligations are fulfilled as promptly as possible. Pay for any services as set forth in the Plan of Care.
9. Understand that some care programs and financial support services impose eligibility requirements; as such, Client and/or Authorized Representative understands and accepts the consequences for refusing treatment or failing to comply with the Plan of Care or recommended course of treatment by a physician or other medical personnel, including becoming ineligible for care and/or reimbursement.
10. Accept the person responsible for the direct daily care and supervision of the Client (the "Caregiver") regardless of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran or qualified veteran of the Vietnam era, or any other category protected by law.
11. Treat Visionary Care Consultants staff with respect, courtesy, and consideration.
12. Arrange for supplies, equipment, medication, or other services that Visionary Care Consultants cannot provide but are necessary for Client's care and safety.

X. Limitations of Service

Client or Authorized Representative understands and acknowledges that Visionary Care Consultants will not provide clinical medical services of any type for Client and that all such services including, but not limited to nursing care, wound care, physical and occupational therapy, nutritional counseling, and psychological care are beyond the scope of this Agreement.

Client or Authorized Representative also understands and acknowledges that Visionary Care Consultants will not provide any home care services, such as home health aides or companions, and that all such non-professional home care services are also beyond the scope of this Agreement. However, as addressed below, Visionary Care Consultants may refer Client to licensed and non-licensed providers of such clinical and home care services when Client's need for such services has been determined under the Plan of Care, or any modifications to it.

Although Visionary Care Consultants wants every Client to be satisfied, **Visionary Care Consultants does not guarantee admission to any government or private programs. Fees are for service provided and not the result.**

If this Agreement includes assessment for Veterans benefits, you are paying for Care Management Services fees only. The filing of Department of Veterans Affairs (VA) claims is FREE and completed through a third party.

XI. Limitations of Liability and Indemnification

Client or Authorized Representative understands and acknowledges that Visionary Care Consultants, its employees, agents, and affiliates and their respective officers, directors, employees and agents are not liable for any injuries, damages, losses, or pain and suffering (collectively "Injuries") experienced by Client as a result of the services provided by Visionary Care Consultants, regardless of whether Client does or does not adhere to the Plan of Care, Visionary Care Consultant-recommended course of action, or other healthcare provider- recommended course of action.

In the event that Client's Plan of Care requires transportation services by Visionary Care Consultants, Client or Authorized Representative understands and acknowledges that Visionary Care Consultants, its employees, agents, and affiliates and their respective officers, directors, employees and agents are not liable for any Injuries to Client which result from the use of a vehicle by Visionary Care Consultants.

Client or Authorized Representative shall defend, indemnify and hold harmless Visionary Care Consultants, its employees, agents, and affiliates and their respective officers, directors, employees and agents against any and all injuries, damages, claims, liabilities, losses and other expenses, other than those not permitted under California law, but including without limitation reasonable attorneys' fees and costs, whether or not a lawsuit or other proceeding is filed to the extent arising out of (a) services provided by Visionary Care Consultants, regardless of whether Client does or does not adhere to the Plan of Care, Visionary Care Consultants- recommended course of action, or other healthcare provider-recommended course of action; (b) any breach by Visionary Care Consultants of any of the terms, conditions, representations or warranties provided pursuant to this Agreement; (c) Visionary Care Consultant's failure to fully conform to all laws, ordinances, rules, and regulations which affect the Client or Authorized Representative; or (d) required transportation services offered by Visionary Care Consultants as determined in the Plan of Care.

If Client or Authorized Representative fails to promptly indemnify and defend such claims and/or pay Visionary Care Consultant's expenses, as provided above, Visionary Care Consultant shall have the right to defend itself, and in that case, Client or Authorized Representative shall reimburse Visionary Care Consultant for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of Visionary Care Consultant's written requests.

XII. Mandated Reporter

Visionary Care Consultants is a mandated reporter under California law and therefore must report suspected elder or dependent-adult abuse or neglect as soon as possible. Abuse may include that perpetrated by others or self-neglect. Within two days Visionary Care Consultants must follow up with a written report to the California Department of Social Services naming the elder or dependent adult and detailing the suspected abuse or neglect.

XIII. Confidentiality

Attached to this Agreement is a Health Insurance Portability and Accountability Act ("HIPAA") Authorization and Release, which must be signed by Client or Authorized Representative at the same time as Client or Authorized Representative signs this Agreement. Client or Authorized Representative understands and acknowledges that by

signing the HIPAA Authorization and Release, Visionary Care Consultants is authorized to access, use, and disclose Client's medical information, including protected health information and personally identifying information, as necessary, to effectuate Client's Plan of Care, and any modifications. This Authorization and Release includes releasing Client's medical records and personal information to medical professionals, other healthcare providers, and Caregivers, to the extent necessary for Client's care.

Confidential information will not be released without consent except in the following circumstances:

1. Visionary Care Consultants or its staff are subpoenaed by a court of law to testify in a matter;
2. A disclosure or discovery to or by Visionary Care Consultants or its staff that Client has the intent to harm himself, herself, or someone else; or
3. Visionary Care Consultants or its staff have reason to suspect Client will harm oneself or someone else.

XIV. Copies of Client Documents

Client or Authorized Representative acknowledges that Visionary Care Consultants may collect copies of certain documents such as insurance cards, identification cards, etc. Visionary Care Consultants never retains original documents and always returns originals to Client or Authorized Representative.

XV. Payment

All fees and payments are due and payable in accordance with Sections VIII, and XV, and the Fee Schedule below and incorporated herein. Client or Authorized Representative is personally responsible to pay Visionary Care Consultants invoices in full. Client or Authorized Representative understands and acknowledges that Visionary Care Consultants does not bill insurance carriers or any other third-party payers for payment. **ALL PAYMENTS ARE NON-REFUNDABLE.**

Simple interest will be assessed at a rate of two and one-half percent (2.5%) on unpaid fees and expenses or Fifty Dollars (\$50.00) whichever is greater, per month for any payments not paid within twenty (20) days of due date. All payments not received within forty five (45) days of the due date will terminate further Care Management Services.

Client/AR Initials _____

Visionary Care Consultants reserves the right to submit outstanding and unpaid fees to a third-party collections agency if not paid within sixty (60) days.

XVI. General Provisions

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of such party. Such acts shall include, but not be limited to, acts of God, strikes, lock-outs, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, hurricanes, tropical storms, earthquakes or other disasters. Waiver by either party of any breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent or other breach of this Agreement. If any term or provision of this Agreement shall be found to be illegal or unenforceable then the remainder of this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. Any notice required under this Agreement shall be in writing, sent to the party at the address set forth in this Agreement by personal delivery, registered or certified mail, or by commercial courier service. Either party may, from time to time, change its address as set forth herein by notifying the other party of its new address in writing. Notices shall be effective upon receipt. Nothing contained in this Agreement, nor in the relationship created hereby, should be interpreted to evidence a joint venture, partnership, or employment or principal/agent relationship between the parties. This Agreement contains the entire understanding of the parties and supersedes all previous oral and written agreements on the subject hereof. The parties acknowledge that the rights and obligations under this Agreement are personal to the parties and agree neither party shall assign this Agreement without the prior written consent of the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts to be entered into and fully performed in the State of California by residents of the State of California. If any action is brought to enforce or interpret this agreement, venue for the action will be in San Diego County, California.

XVII. CUSTOMIZED SERVICE RATES

Clients or Authorized Representatives will be billed bi-monthly on the first (1st) and fifteenth (15th) of each month. Clients or Authorized Representatives will be charged a \$900 Refundable Deposit upon signing this agreement. Deposit can be used towards the final bill if requested or returned if all balances are paid in full. If any unpaid balance is due upon termination of services, this deposit will not be returned and will be used towards any unpaid balances within 30 days of past due invoices.

■	Hourly Care Management (Lead Care Manager Tina Buchanan):	\$195.00/hour
■	Hourly Care Management Services MSW/RN/LVN:	\$175.00/hour
■	Medication Management RN/LVN:	\$150.00//hour
■	Concierge Physician Services Tier 1: In office/ Telehealth Visits Tier 2: Home/Community Visits	\$400/month \$650/month
■	Emergency Care Management Services: After Hours, Weekends, Holidays	\$225.00/hour
■	Travel Time including but not limited to travel time to and from medical appointments, travel time to and from Client's home, etc.: <ul style="list-style-type: none">• 15 minutes or less – no charge• Time in excess of 15 minutes is charged at the Care Management rate	
	Travel Expenses Mileage	.58 cents/mile

XVIII. Client's or Representative's Signature and Authorization

I have read, fully understand, and agree to all terms of this Agreement, including the nature of Care Management Services to be provided by Visionary Care Consultants under this Agreement. I give my consent and authorization to Visionary Care Consultants, its employees, and/or agents, to provide such services for me. I further represent and guarantee that I am legally competent and able to sign this Agreement and that my signature is legally binding.

If Client's Authorized Representative is signing this Agreement on behalf of Client, then this representative represents and guarantees that he/she has the legal authority to so act on behalf of Client and has provided to Visionary Care Consultants a correct, fully executed legal document evidencing that the representative has such authority. *The Authorized Representative must attach legal documentation to this Agreement verifying that he/she is Client's Conservator, Power of Attorney, or has medical or financial decision-making authority for Client.*

Client Name (Printed) _____ Client Signature _____

RP (Printed) _____ RP Signature _____

Relationship to Client _____ Date _____

Visionary Care Consultants
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La Mesa, Ca 91942
Phone: (619) 228-3584
intake@visionarycaresd.com
<https://www.visionarycareconsultants.com/>

VISIONARY CARE CONSULTANTS COVID-19 ACKNOWLEDGEMENT AND LIABILITY WAIVER AGREEMENT

1. I am entering into this Agreement as a condition of continuing to receive services from Visionary Care Consultants.
2. I am aware of Coronavirus Disease 2019 (“COVID-19”) and that it can cause serious and potentially life-threatening illness and even death. I am aware persons who are elderly or have health conditions are more susceptible to the most severe symptoms of COVID-19 and even death.
3. I understand that COVID-19 is highly contagious, and I should limit my exposure to COVID-19. I further understand that Aging Life Care Professionals of Visionary Care Consultants, who will be providing services for me may interact with multiple people daily and may be exposed to COVID-19.
4. I acknowledge that I am assuming the risk of being exposed to, or contracting, COVID-19 in utilizing the services of Visionary Care Consultants, and they make no assurances, promises, or guarantees against my exposure or infection.
5. On behalf of myself, my family, heirs, and personal representatives(s), I hereby forever release, waive, discharge, and covenant not to sue Visionary Care Consultants, its owners, directors, officers, employees, agents, and contractors from and against any and all liability for any harm, injury, damage of any nature, including serious illness and death, arising out of or related to my being exposed to, or contracting, COVID-19, even if caused by the negligence or carelessness of the same (except intentional wrongdoing, willful misconduct, or gross negligence).
6. I sign this Agreement voluntarily. No representations, statements, or inducements, apart from what may be contained in this Agreement, have been made.
7. If any term or provision of this Agreement shall be held illegal or unenforceable, the validity of the remaining portions shall not be affected thereby, and a court may modify this Agreement to the extent necessary to give effect to the intention of the parties.

THIS IS A WAIVER OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING.

Signature

Date:

Visionary Care Consultants Telecommunication Form

1. I hereby authorize Visionary Care Consultants to use the online platform TIGER CONNECT for telecommunication for evaluating, developing a plan of care and implementing the plan of care if in person visits are not desired.
2. I understand that technical difficulties may occur before or during the telehealth sessions and my appointment cannot be started or ended as intended.
3. I accept that the professionals can provide interactive sessions with video call; however, I am informed that the sessions can be conducted via regular voice communication if the technical requirements such as internet speed cannot be met.
4. I understand that sessions and text communication will be conducted via TIGER CONNECT and that all information is kept confidential under HIPPA. The platform TIGER CONNECT is a HIPPA compliant platform

Virtual services are a way to deliver services locally to a client when the provider is located at a distant site or the client or provider prefer due to safety concerns due to Covid-19. Virtual visits are generally defined as the use of electronic information and communications technology to exchange information from one site to another site.

When a provider believes a client may benefit from the use of virtual services, these services can maintain a continuity of care with the provider and facilitate client self-management and caregiver support. Virtual services often provide a broader access to medical care, eliminate transportation concerns, and can increase comfort and familiarity for clients and their families when located in their own homes or other local environments while minimizing the need for in person visits by the provider.

However, virtual services use new communication technology for which there is little research supporting its effectiveness. For example, virtual services may not be as complete as in person services because the provider will not always be able to observe subtle non-verbal communications such as a client's posture, facial expression, gestures, and tone of voice.

I acknowledge I have read and understand the information provided in this document.

Signature: _____ Date: _____

I choose not to use Tiger Connect for communication and prefer information to be sent to me via text message if possible. I understand that text messaging is not HIPPA compliant, and I waive any liability in regard to HIPPA violations on behalf of Visionary Care when it comes to texting me updates.

Signature: _____ Date: _____

