

FRAME CONDITIONS FOR SERVICE PROVISION AND CLIENT'S CONSENT

For the purpose of facilitating a transparent relationship between the client and the Care Service of the Association for Home Assistance and Care SCuDo, we wish to draw the attention of our service recipients to some important facts.

1. SERVICE RECORDS AND INVOICING

- 1.1 All services provided by the Care Service staff are recorded by means of electronic devices. These devices display the time employed for each activity. Services are invoiced on the basis of these time records. **No work sheets are issued.**
- 1.2 Types of service:
- A. Health services** foreseen by the Federal Law on Health insurance (LAMal) are invoiced to the health insurer according to OPre (Art. 7 item 2) – current fees are listed in attachment C. A copy of the invoice sent to the health insurer is forwarded to the client for control purposes. The Care Service ensures utmost transparency towards the client for any relations with health insurers.
- B. Home assistance activities**, which are not part of the services provided by LAMal, are directly invoiced to the client in compliance with Art. 29 of the Law on Home Assistance and Care (LACD). Such services are invoiced on the basis of the cantonal tariff scheme, which calculates the due fees depending on the client's taxable income – current fee rates are listed in attachment C.
These services are provided according to the mandate conferred to the SACD care service by the cantonal authority. Scheduled services (type and extension) cannot be changed neither by the collaborator providing the service nor by the client without prior approval by the persons in charge of the Care Service.
Please note that persons entitled to supplementary AVS/AI benefits can forward the invoice concerning domestic care to the competent office of the Social Insurance Institute in Bellinzona (*Istituto delle Assicurazioni Sociali*), along with the medical certificate and the notice of payment rejection by the health insurance.
- 1.3 The Care Service shall define measures and interventions by means of a need assessment based on data resulting from an assessment tool (art. 8 Opre). Our Service avails itself of the interRAI-HC or interRAI-HC-MH assessment tools that are mandatory by order of the cantonal authority and health insurers. The results obtained through these assessment tools allow our staff members to identify any problem areas in the care service and enable them to find the best solutions. Besides, these tools facilitate co-operation with other social health care providers. The assessment is done by a nurse from the Care Service during the first weeks of service provision, and afterwards at regular intervals (every six months) directly at the client's home.
- 1.4 In addition to the basic hourly fee, the Care Service is authorized to invoice specific services to the client. These include kilometric allowance in case of errands and company, key storage, delivery of medicines and sanitary items that cannot be invoiced to the health insurer (attachment C).

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1.5 By signing this document, the client acknowledges all the above and undertakes to settle the invoice within the payment terms. Should the health insurer refuse to recognise part of the provided health services, the client shall remain liable for the payment of the denied part, provided that the Care Service is not accountable for it.

2. BADGE

2.1 Every staff member visiting the client at home has a badge proving his/her belonging to SCuDo. In case of any doubts, clients are asked to contact the Service Administration.

3. CLIENT'S PRESENCE

3.1 **During any activity performed by a Care Service staff member, the client is requested to be present - except for specifically agreed and justified cases.**

4. DAMAGES

4.1 The Care Service has a liability insurance.

4.2 Care Service staff members are not responsible for any failure or damage to devices, linen or any other furnishings due to wear or because already defective.

5. TERMINATION OF SERVICES, UNPLANNED ABSENCE AND CARE INTERVENTIONS

5.1 Service activities or interventions can be cancelled at any time by either of the parties giving a one-week notice. The cancellation by the Care Service is to be justified in writing.

5.2 If the scheduled activity cannot be performed, the client shall inform the Care Service at least 24 hours in advance. Otherwise, a flat rate invoice of CHF 60.— will be issued; if the cancellation of the intervention is due to reasons that are not attributable to the client (e.g. sudden absence for hospitalisation), no invoice will be issued.

5.3 The Care Service undertakes to organize all interventions according to the clients' needs and in the most functional way. The Care Service undertakes to assign staff members as reference persons to the client. Taking into account organizational aspects and working shifts, however, the client does not have the right to demand that care and assistance measures are carried out exclusively by such reference staff members.
Daily work schedule might be subject to changes due to unexpected reasons in relation to activities or mobility on the territory. If possible, staff members will inform the client if variations to the scheduled time exceed 15 minutes.

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6. TRANSPORTATION

6.1 Generally, staff members are not authorised to transport clients for personal needs (e.g. personal purchases, medical visits, etc.). Possible exceptions may be considered subject to authorization by the Service Management (see item 1.4).

7. TRAINEES, STUDENTS AND INTERNS

7.1 Our Care Service takes part in health care staff training. For this reason, it might happen that students or interns accompany our staff members during their daily activities at clients' home. They are actively integrated in providing services according to their level of acquired skills and are supervised by our staff members. All trainees and students are bound to maintain professional secrecy.

8. ADDITIONAL AIDS

8.1 Should from the assessment result that additional aids (lifting device, electric bed, ergonomic means) are needed in order to provide safe and quality services to the client, he/she is required to equip himself/herself accordingly.
In case of the client's refusal to arrange for the additional means, the Care Service will consider the possibility of not providing the service.

9. INTERVENTIONS BY OTHER SERVICE PROVIDERS

9.1 In compliance with the Law on Home Assistance and Care, the Care Service shall ensure both quality and cost-efficiency of any treatment and is responsible for coordinating services. For this reason, in case of interventions on the part of other service providers (i.e. spitex services, independent nurses, day facilities, etc.), the client shall promptly inform the Care Service. Otherwise, any services that might not be recognized by the health insurers will be invoiced directly to the client.

9.2 According to the Law on Home Assistance and Care (art. 20¹ and 21² LACD), the Care Service is authorized to cooperate and stipulate agreements with other local operators (nurses, private spitex, Spada etc.). The Care Service shall inform the client in advance on such co-operations, if required in details. The Care Service shall verify the quality of services provided by such organizations.

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10. COMPLAINTS AND APPEALS PROCEDURE	
10.1	Any complaints and comments on services received can be forwarded to the Service Management (the feedback form handed out during the first visit can also be used for this purpose). The client is entitled to request a written reply.
10.2	In relation to any written reply by the Service Management, the client may request a formal decision.
10.3	Against the formal decision concerning the provision of home assistance and care services financed pursuant to LACD, the client may lodge an appeal at <i>Dipartimento sanità e socialità</i> (Department for Health and Social Matters).
10.4	For all other aspects, the cantonal law on administrative procedures applies.
10.5	Should the client consider that his/her administrative/financial rights have been violated, he/she might lodge a written claim against the Office for elderly people and home care <i>Ufficio degli anziani e delle cure a domicilio</i> , Stabile Ottavia, 6500 Bellinzona. Should he/she consider that his/her rights as a patient/client have been violated, he/she may contact the Commission for Health Surveillance, <i>Commissione di Vigilanza Sanitaria</i> , via Orico 5, 6500 Bellinzona.

for the Home Care Service in the Lugano area

Administration

Convalidated signatures by law as to the entry in the trade register: no 4660 of 16.04.2010 CH-514.6.029.118-5/05598372

The undersigned hereby certifies that he/she has understood all the above and declares that he/she accepts the a.m. conditions.

CLIENT

Family name and first name:

REPRESENTATIVE (if different from client)

Family name and first name:

Legal Status (e.g. guardian, relative, etc.)
.....

Place and date: Signature:

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ATTACHMENT A
CONSENT FOR PERSONAL DATA TRANSMISSION

Preliminary remark	<p>Personal data protection safeguards each person's private sphere and personality. Accordingly, it is the Care Service's duty and obligation to take all-necessary measures in order to respect the patient's personal sphere as well as his/her personal data. In this context, the client is aware that his/her health data are part of a health record. These are sensitive data covered by secrecy as provided by the Swiss Penal Code, the Cantonal Law on Health, and the Law on Data Protection. The client is entitled to view his/her data contained in the health record.</p>
Authorization for data transmission to operators in the Social and Health Sector	<p>In compliance with the Law on Home Assistance and Care (art. 11 LACD), the Care Service shall participate in coordinating home assistance and care activities as well as support the local care service providers. For this reason, by means of my signature hereinafter, I expressly authorize the Care Service to communicate the data included in my health record to the several operators in the Social and Health Sector (e.g. general practitioner, ambulance service, hospitals, etc.) explicitly relieving the Care Service and its staff members from the imposed secrecy.</p> <p>It is understood that these data communicated by the Care Service cannot be of universal kind but must be limited to the information that is necessary for providing proper home assistance and care and to ensure its co-ordination.</p>
Data transmission to the trusted practitioner of the Health Insurer	<p>The Federal Law LAMal confers health insurers the right to examine the patient/user's personal health record for the purpose of supervising adequacy, cost efficiency and pertinence of the provided treatment (art. 42, 57 and 84 LAMal).</p> <p>For this reason by means of my signature hereinafter, I expressly authorize the Care Service to communicate the data included in my health record to the trusted practitioner and/or nursing staff delegated by the Health Insurer that might request it, explicitly relieving the Care Service and its staff members from the imposed secrecy. It is understood that these data communicated by the Care Service cannot be of universal kind but must be limited to the information necessary for providing proper home assistance and care and for ensuring its co-ordination.</p>
Data transmission to the Cantonal Medical Office	<p>As of 1st January 2011, for all Home Assistance and Care Services operating in the Canton of Ticino, the Cantonal Medical Office is in charge of verifying that the Care Service is providing the correct number of service hours to its clients. The opinion of the Cantonal Medical Office is purely consulting and does not have any ruling effect. By means of my signature hereinafter, I expressly authorize the Care Service to communicate the data included in the health record enabling the Cantonal Medical Office to perform such verification. Data transmission is limited to the a.m. purposes.</p>

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<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Authorization - Health Insurer and Cantonal Medical Office</p>	<p><input type="checkbox"/> Yes, I hereby expressly authorize the Care Service to transmit to the health representatives of my health insurer the data included in my health record, limited to the extent of those data necessary for the above listed purposes.</p> <p><input type="checkbox"/> No, I do not authorize the Care Service to transmit to the health representatives of my health insurer the data included in my health record. It is understood that in case of a negative answer, the health insurer might suspend service coverage.</p> <p><input type="checkbox"/> Yes, I hereby expressly authorize the Care Service to transmit to the staff members of the Cantonal Medical Office the data included in my health record, limited to the extent of those data necessary for the above listed purposes.</p> <p><input type="checkbox"/> No, I do not authorize the Care Service to transmit to the staff members of the Cantonal Medical Office the data included in my health record.</p>
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Data transmission for research</p>	<p>Within the scope of assessing its activities from a healthcare and economic point of view (art. 9 item. 1 letter I Law on home assistance and care), SCuDo is subject to periodical quality audits concerning the provided treatment and client satisfaction. These audits are mainly performed on the basis of the evaluation provided by the clientele. In order to ensure both the quality and independence of such audits, the Canton might delegate its performance to external organizations (e.g. SUPSI) after prior stipulation of a convention on data protection (art. 16 Law on personal data protection). The convention provides among other aspects the guarantee that research results remain anonymous (art. 15 Law on data protection). The external mandate supposes clients' personal data transmission (first name, family name, address) to the external organization. The transmission of clients' personal data within the social and health sector to Third Parties is subject to the relief from the professional secrecy for each mandate (combined provisions of art. 20, 54 item 1 lett. b Law on Health Services and art. 321 Penal Code).</p> <ul style="list-style-type: none"> <input type="checkbox"/> Yes, I hereby authorize SCuDo to transmit my first name, family name and address to external organizations delegated by the Canton to perform quality audits on the provided treatments and the level of clients' satisfaction; <input type="checkbox"/> No, I do not authorize SCuDo to transmit my first name, family name and address to external organizations delegated by the Canton to perform quality audits on the provided treatments and the level of clients' satisfaction.
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Right of cancellation</p>	<p>The Care Service has informed me that I can cancel this consent at any time and that I have the right to block the transmission of my personal data, except for mandatory transmissions required by law.</p>
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Tax record transmission</p>	<p>The fiscal data needed to calculate the basic hourly fee are constantly updated as to the information transmitted by clients or competent bodies. Should there be any dramatic change of a Client's fiscal situation, the latter is kindly asked to transmit the new tax information as soon as possible. Fees will be updated in the month we receive such new information; no right can be claimed with retroactive effect in relation to amounts previously invoiced.</p>

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REFERENCE PERSON	Family name.....First name.....
	Address.....ZIP.....Town.....
	Mobile phone no.e-mail.....

<p><u>CLIENT</u></p> <p>Family name and first name:</p> <p>REPRESENTATIVE (if different from client)</p> <p>Family name and first name:</p> <p>Legal Status (e.g. guardian, relative, etc.)</p> <p>.....</p> <p>Place and date: Signature:</p>

ATTACHMENT B

PRECAUTIONARY MANDATE, ADVANCED HEALTHCARE DIRECTIVES

Preliminary remark	<p>On 1 January 2013, the amendment to the Civil Code in relation to the protection of adult persons, to the right of persons and to paternity rights entered into force. Every person, who is entitled to exercise civil rights (art. 17 CC), who has hence reached the age of majority, who is capable of forming his/her own opinion and is not subject to guardianship, can prepare a document called precautionary mandate, in which he/she designates a person who will take care of his/her interests in case he/she becomes incapable of forming his/her own opinion (art. 360 CC). Everybody can also designate a person, who will discuss measures by doctors or nursing staff on his/her behalf (therapeutic representative), should he/she become incapable of forming his/her opinion (art. 370 CC).</p>
Medical provisions	<p>The client (or his/her representative) declares:</p> <p><input type="checkbox"/> Yes, there are directives established by the client</p> <p><input type="checkbox"/> No, there are no directives established by the client</p> <p><input type="checkbox"/> It is not known whether there are any directives established by the client</p> <p>Therapeutic representative: designated person for discussing measures by doctors/nursing staff (<i>first name, family name, date of birth, address and contacts</i>):</p> <p>.....</p> <p>.....</p> <p><u>Note:</u> should no designated representative exist, procedures as to art. 378 CC apply.</p>

CLIENT

Family name and first name:

REPRESENTATIVE (if different from client)

Family name and first name:

Legal Status (e.g. guardian, relative, etc.)

.....

Place and date: Signature:

ATTACHMENT C

TARIFF SCHEME

TABLE A
Fees for LAMal services

Services as to OPRE art. 7 item 2 lett. a, b, c

Hourly fees for services charged to the Health insurer. <i>Entry into force: 01/01/2020</i>	
Consulting and instructions	76.90 CHF/h
Examinations and treatments	63.00 CHF/ h
Basic treatments	52.60 CHF/ h

Provided services are calculated in units of 5 minutes.

TABLE B
Home economics fee

Taxable income brackets		Hourly fee
0	25'000	25.00
25'001	30'000	27.00
30'001	35'000	30.00
35'001	40'000	33.00
40'001	50'000	36.00
50'001	60'000	40.00
60'001	70'000	44.00
70'001	over	50.00

TABLE C
Other specific services

Invoiced to the client

Description	Fee in CHF
Delivery of blood samples, medicines or other material	20.00 / per delivery
Financial management	20.00 / per intervention
Service refusal	67.00 / h
Client's absence not justified within 24 hrs	60.00 flat fee
Nursing services to foreign clients staying temporarily in Ticino	124.70 / h
Home economics services to foreign clients staying temporarily in Ticino	55.00 / h
Bath board for personal hygiene	89.00 / per board
Miscellaneous health and sanitary items	As per item sold

ATTACHMENT D

OTHER LOCAL ORGANIZATIONS I BELONG TO

- AAPI/OCST pensioners and elderly people
- ALTAIR
- Association "Il Centro"
- Association Hospice Ticino
- Association Spada
- Association Triangolo
- ATTE association for the elderly
- Red Cross – Sottoceneri Section
- FTIA Ticino Federation for the integration of handicapped people
- Lega ticinese contro il cancro (Ticino League against Cancer)
- Pro Infirmis
- Pro Senectute
- Società svizzera sclerosi multipla (Swiss multiple sclerosis society)
- Trasporti Croce Rossa Svizzera (Swiss Red Cross Transport)
- UNITAS
- Other (specify)