

## General information<sup>1</sup>

### Principles of our services

The main goal of the CMS services is to maintain the client's independence and quality of life as well as that of their family carers.

Each member of the CMS's multidisciplinary team undertakes to provide the services agreed in the needs assessment.

CMS services are provided in the presence of the client, who actively participates within the limits of their capabilities.

### Health and safety of our staff

The client and/or their family members undertake to be welcoming to our staff, to safeguard their physical and mental well-being, to refrain from smoking in their presence and to protect them from pets and any other possible dangers.

Access to the client's home must be guaranteed.

### Auxiliary equipment and hygiene

The client's surroundings or home must meet hygiene standards allowing care services to be provided in complete safety. Clients may, therefore, be requested to purchase auxiliary equipment such as a hospital bed, wheelchair, commode chair, shower board, transfer aids, etc. The CMS can advise clients when purchasing equipment.

### Nursing and dressing materials

Nursing and dressing materials should, in principle, be provided by the clients themselves (on medical prescription).

### Working order of household appliances

Household appliances and accessories provided by the client for assistance services must be in working order (vacuum cleaner, washing machine, etc.).

### Damage caused by CMS staff

The CMS covers damages caused intentionally or due to gross negligence by staff providing services. In this case, the client must notify the CMS without delay.

The CMS does not assume responsibility for damage

due to wear and tear.

All other liability is excluded.

### Valuables

The client's valuables (jewellery, money, confidential documents, fragile ornaments, etc.) must be placed in a safe place.

### Complaints

Complaints addressed to the CMS by clients or their family members are dealt with diligently, as part of our ongoing effort to improve our services.

### Duty of confidentiality

CMS staff have a duty of confidentiality in the course of their work. This applies both during and after termination of their employment contract.

### Data protection

The CMS is subject to the Valais Public Information, Data Protection and Archiving Act (LIPDA).

In general, the CMS only collects or processes the data necessary to provide services, to run its business and to fulfil its mission in accordance with the applicable legal framework. Clients' personal data are not communicated to third parties unless this is both in accordance with the LIPDA and necessary to carry out its mission.

Furthermore, the CMS has established a confidentiality policy that describes in detail how it handles personal data, as well as client's rights in this respect. This document forms an integral part of the general terms and conditions and is available on the CMS website or can be requested by email or post.

May we remind you that it is illegal to record or film CMS staff without their consent while they are providing home care services.

## Services

### Needs assessment

The CMS member of staff assesses the client's needs and resources in cooperation with the client and/or their family members in order to propose the most appropriate services. The client's state of health and their degree of independence is taken into account.

<sup>1</sup> The masculine form used in this text refers to both women and men.

CMS staff also refer to any prior instructions or to any therapist the client may have indicated.

Based on a medical prescription, the member of staff in charge of the assessment defines the type of services necessary and determines the frequency of visits with the client and/or their family members.

### **Planning services**

The CMS plans the services while taking into account the client's routine as far as possible. A day and an approximate time are suggested. These may vary depending on unforeseen circumstances. The CMS undertakes to limit as far as possible the number of different people who provide services at the client's home.

### **Limits of services**

The amount of services required is determined in the needs assessment. In the event that care and maintenance at home are no longer justifiable for professional, social or technical reasons, the CMS will notify the client at an early stage and help to find alternatives.

Should the client put himself or family members in danger, the CMS will involve the family doctor and, if necessary, will notify the authority for the protection of adults or the police.

### **Presence of a third person**

During the provision of services at the client's home, CMS staff members may sometimes be accompanied by staff undergoing training (trainees or apprentices).

Under exceptional circumstances, qualified staff from a third-party organisation may carry out the provision of services.

## **Invoicing of services**

### **Care services**

Under the Health Insurance Act (LAMal/KVG), care prescribed by a doctor and the compulsory needs assessment (care required) are borne by the health insurance companies.

The invoices for care services are addressed to the client's health insurance company. The client pays the usual excess and retention fee.

### **Home help services**

Home help services are invoiced to the client according to a rate established by the Health

Department of the Canton of Valais. The time spent on assessing the situation is included in the time invoiced.

Clients who have reached AVS/AHV retirement age may be granted an income-based reduction in rates provided they are not covered by an insurance or by supplementary benefits from the AVS/AHV or AI/IV.

A medical prescription is required for the reimbursement of assistance services by the supplemental insurance.

### **Invoicing a late cancellation**

The CMS must be given at least 24 hours' notice if the client is going to be absent. If no cancellation is made, the client will be charged an absence fee, except in the event of an emergency or hospitalisation. This absence fee is not reimbursed by the health insurance company, nor by the supplemental insurance.

## **Termination of services**

The CMS can terminate its services and withdraw from the situation if:

- mutual agreements are not respected;
- CMS staff are insulted, threatened or exposed to danger;
- services have to be provided in unacceptable conditions (physical and mental stress, safety at work);
- the client repeatedly refuses the care and support measures agreed;
- the conditions for quality home care and assistance are not (or no longer) met;
- family members or other service providers to the client interfere inappropriately in the provision of services.

## **Client's rights and duties**

### **The client is entitled to:**

- professional and kind advice;
- the best care and support possible;
- consult their case file;
- forbid the transfer of information to third parties;
- stop the services at any time.

**The CMS expects the client to:**

- participate actively, as far as possible, in the measures proposed;
- respect written and/or spoken agreements
- be able to compromise between what they may wish and what is achievable;
- treat CMS staff members respectfully.

**Validity**

These general terms and conditions come into effect once the parties have signed. They remain valid for as long as services are provided to the client.

In the event of failure to respect the general terms and conditions, after analysing the situation, the CMS reserves the right to terminate services as soon as alternative care has been organised.

The CMS reserves the right to unilaterally modify the general terms and conditions at any time. The CMS will inform the client of these changes in an appropriate manner. If the client does not object in writing or in another verifiable form within 30 days following notification, the changes shall be deemed as

**Confirmation**

I, the undersigned, confirm that I take note of the present document and accept its contents.

In view of the above and to the extent that it will help fulfil my wish to stay at home, I grant permission for all useful information concerning me to be shared in a strictly confidential manner among health care parties, within the framework and in observation of the LIPDA.

Surname/first name of client or his representative: .....

Date:.....Signature of client or his representative: .....

Surname/first name of CMS staff member: .....

Date:..... Signature of staff member: .....

accepted.

**Applicable law and dispute resolution**

These terms and conditions are subject to Swiss law. The jurisdiction is that of the CMS headquarters.

The parties agree to submit any dispute between them relating to the general terms and conditions to a mediation procedure with the Valais Health and Social Affairs Ombudsman.

If the dispute is not resolved within 60 days by mediation, it will be placed before the competent courts.