

## Contracts with Service Providers

To receive services you must sign a service contract with a service provider. To avoid any trouble that may arise, make sure to check all the written terms and conditions of the contract and Important Matters carefully before signing.

### Items to Check in the Written Important Matters

Note: Service providers are supposed to explain the Important Matters to service recipients and their families and reach an agreement with them.

1. Outline of the service provider and their service office (name, address, contact information)
2. Outline of the business (purpose, policy, business hours, fees, normal service areas, offered services, how services are provided, etc.)
3. Manager's name and staff shift structure
4. Services offered in detail and fees
5. Other expenses (transport expenses, etc.)
6. Methods of billing and payment for service fees and other expenses
7. Elder abuse prevention policy (including policy against forcible restriction, etc.)
8. Confidentiality and protection of personal information (personal consent, etc.)
9. Accident response (including compensation for damages)
10. Emergency response (excluding in-home care services)
11. System and processes for settling of complaints, service counter for addressing complaints, and contact information for advice and reporting of complaints (service provider, municipality, insurer, Osaka Prefecture Federation of National Health Insurance Organizations, etc.)
12. Estimated cost of services offered (content of services, estimated cost borne by user, etc.) (excluding in-home care services)
13. Signature space for agreement by the service provider, service office, and user (or representative on your behalf)
14. In-home care service system (only for in-home care services)

### Items to Check in the Contract

- Are the types of services offered explained in detail?
- Is the contract term clearly specified?
  - Showing start date and end date
  - Procedure for renewal of the contract
- Are expenses borne by the care recipient clearly stated?
  - Are there any ambiguous expenses such as a cooperation fee?
- Right to terminate
  - Does it state that the care recipient can terminate the contract?
  - Is there a penalty fee?
- Cancellation of services
  - Is there a cancellation fee? If so, how much?
- Compensation for damages
  - Does it state that the service provider will compensate for any damages which the service provider may cause to the service recipient?
- Confidentiality
  - Does it state that personal information about the care recipient and/or their family members may not be used without the prior written consent of the person or his/her family member or unjustifiably released to a third party? Does it state that personal information will be kept secret after the end of the service contract?
- Complaints
  - Does it state a service counter or personnel in charge of handling complaints from care recipients?