

ELDERLY SERVICES PROGRAM (ESPSM)

CONDITIONS OF PARTICIPATION

Effective May 1, 2019 (BCESP) (CCESP) (HCESP) (WCESP)

**ELDERLY SERVICES PROGRAM SERVICE
PROVIDER CONDITIONS OF PARTICIPATION**

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The Provider must comply with all contract requirements, whether the provider furnishes services directly or by sub-contracting the services, Conditions of Participation, relevant Service Specification(s), monitoring and reporting requirements of COA, and billing requirements.

Condition 1. Service Delivery

- 1.1 The Provider must supply evidence of the ability to meet all requirements of Elderly Services Programs for which it has an Agreement with COA.
- 1.2 The Provider must initiate services based on authorizations or verbal requests (telephone) for service and/or equipment on the date specified or on a negotiated start date. Care Managers must be notified of any change in service start date.
- 1.3 The Provider must deliver services in compliance with the Service Specification(s), and in accordance with the plan designed and authorized by the Care Manager.
- 1.4 The Provider will consult with the client's Care Manager regarding any temporary increase or decrease in service delivery units authorized. Notification may be by telephone, email, or fax. No permanent change in service delivery can be made without consultation with the Care Manager.
- 1.5 The Provider must notify the Care Manager within twenty-four (24) hours of a known change in client status, needs, or location.
- 1.6 The provider must maintain accurate and dated documentation regarding contact with clients and service delivery, and contacts with Care Managers regarding client.
- 1.7 In the event of a staff member's absence, the Provider must have and utilize a written backup plan that prioritizes client service needs and service to those in most need first.
- 1.8 The Provider must participate in Care Manager and Provider problem resolution to promote continuing service delivery prior to discharging a client (i.e., client initiated service changes). This may include case conferencing in person or telephone.
- 1.9 The provider must be able to prioritize any high risk clients to be able to provide expedited response time for the start of services. High risk clients include, but are not limited to, new or existing clients who are being discharged from a hospital; new or existing clients who are being discharged from a skilled nursing or rehab facility; any new or existing client who is determined by the Care Manager to be high risk.

- 1.10 The Provider must notify the Care Manager and client in writing at least thirty (30) calendar days prior to the last day the Provider furnishes service. In the event the Provider's employee health or safety is at risk, the Care Manager may make an exception and agree to fewer than thirty (30) day notice.
- 1.11 The Provider, if terminating, being purchased by, or merged with another entity must furnish written notice to COA at least sixty (60) days prior to the termination, effective merger or purchase date. Provider must provide COA with the communication to be shared with clients and receive authorization of the content, prior to informing clients, as outlined in the Agreement.

Condition 2. Reporting

- 2.1 The Provider must have a written procedure for documenting client incidents. The procedure must include twenty-four (24) hour notification with a written follow-up report to the Care Manager.
- 2.2 Major Unusual Incident (MUI) - The Provider must notify COA's Manager of Procurement and Provider Services or their designee of any MUI that impacts the Provider and/or any client served pursuant to the Provider Agreement. The notification shall be phoned or e-mailed to the Manager of Procurement and Provider Services within one (1) hour after the Provider becomes aware of the MUI.
- 2.3 An MUI is any alleged, or actual occurrence of an incident/event that could adversely affect the health or safety of a client, the credibility of Provider's staff or organization, or any incident in which COA or Provider may have liability. MUIs include, but are not limited to: abuse; neglect; suspicious accident; death from abuse, neglect, serious injury, or any reason other than natural causes; criminal or suspected criminal acts; a police, court/legal, or public complaint which has the potential to be reported to the media or elected officials or any in which COA or Provider may have liability; lawsuit or potential lawsuit.
- 2.4 In case of an MUI, the provider must:
 - a. Notify COA's Manager of Procurement and Provider Services or their designee of any interruption in service to all clients or to a significant number of clients serviced by Provider.
- 2.5 If contacted by the news media regarding an MUI, the Provider is not to respond to the media inquiry, but must contact within one (1) hour COA's Communications Director by phone or by email.
- 2.6 The Provider must report any suspicion of abuse, neglect, and/or exploitation to the Care Manager, and to Adult Protective Services at the Ohio Department of Jobs and Family Services (ODJFS), according to section 5101.61 of the Ohio Revised Code.

- 2.7 The Provider must carry and maintain the required insurance coverage as identified in the COA Provider Agreement. Provider shall furnish COA's Procurement and Provider Services Department with a Certificate of Insurance evidencing the required coverage.
- 2.8 The Provider must have a written procedure identifying steps clients must take to file an insurance claim.
- 2.9 The Provider must have a written procedure for follow-up and investigation of client complaints and grievances.

Condition 3. Confidentiality

- 3.1 The Provider must obtain written approval from the ESP client to release client-specific information to sources outside the ESP system.
- 3.2 The Provider must have a written Confidentiality policy and practices must assure compliance with HIPAA regulations.

Condition 4. Provider Qualifications

- 4.1 The Provider must be a formally organized business or service agency, registered in good standing with the Ohio Secretary of State.
- 4.2 The Provider must furnish the names of all entities with 5% or more ownership of the agency.
- 4.3 The Provider must have a written statement defining the purpose of its business or service agency.
- 4.4 The Provider must have and abide by written procedures supporting the operation of the business and service provision. Entities with a governing board must have written bylaws; and, if the provider is incorporated, the provider must have articles of incorporation.
- 4.5 The Provider must have a written table of organization which clearly identifies lines of administrative, advisory, contractual, and supervisory authority and responsibility to the direct care level.
- 4.6 The Provider shall not allow a staff person or volunteer to furnish a service to a client if the person is the client's spouse, parent, step-parent, legal guardian, power of attorney, or authorized representative.
- 4.7 The Provider must provide supervision to any volunteer in a direct care position.
- 4.8 The Provider must have a physical facility from which to conduct business that meets all zoning regulations for their location. COA must be notified of any change in location prior to the relocation.

- 4.9 The Provider must have a primary business telephone listed under the name of the business, locally, and/or a toll free number available through directory assistance that allows for reliable, dependable and accessible communication.
- 4.10 The Provider must designate and utilize a locked storage space for the maintenance of client records and have a process to backup computer files including electronic verifications.
- 4.11 The Provider must not operate the business in violation of any applicable federal, state, or local laws and regulations or established guidelines of each county ESP as identified in the Agreement.
- 4.12 Provider shall notify COA's Manager of Procurement and Provider Services or their designee immediately in the event it becomes aware of any such actual or proposed debarment, suspension, ineligibility, or voluntary exclusion.
- 4.13 The Provider shall conduct the free database reviews and BCII criminal records check of all volunteers, applicants and existing employees providing direct care to ESP clients. Direct care is defined as any in-person contact with one or more clients who receive an ESP service or any access to an ESP client's personal property or personal records. (See ESP Free Database Reviews and BCII Criminal Records Check Rule for details)
- 4.14 The provider shall have a written statement supporting compliance with 45 C.F.R. 80.4 (October 1, 2015 edition) regarding the provision of goods and services.
- 4.15 The provider shall have a written statement supporting compliance with the "Equal Employment Opportunity Act of 1972" (as in effect on March 4, 2016) federal wage-and-hour laws, and workers' compensation laws regarding the recruitment and employment of persons.
- 4.16 The Provider shall annually provide to COA's Manager of Procurement and Provider Services a written statement that certifies that the Provider has paid all applicable federal, state, and local income and employment taxes.
- 4.17 The Provider must have a written quality improvement process which addresses client satisfaction regarding service delivery and internal monitoring of operations.
- 4.18 The Provider must coordinate any community outreach activities including those involving the news media with COA's Communications Director prior to planning such activities. Outreach is defined as activities or services that specify or highlight COA.

Condition 5. Monitoring

- 5.1 The Provider shall retain all records necessary, and in such form, so as to fully disclose the extent of the services the Provider furnished and significant business transactions in accordance with the time period identified in the Agreement.
- 5.2 To the extent permitted by law, the Provider must allow representatives of COA and the County or their designee immediate access to the Provider facility and full access to policies, procedures, records, and other documents related to the provision of service to ESP clients. The Provider must cooperate with said representatives in periodic reviews.

Condition 6. Billing

- 6.1 The Provider must maintain dated documentation to support services delivered and billed. Documentation must include client or caregiver signatures, or electronic verification as outlined in the Service Specifications.
- 6.2 The agency must have documentation in the client's record when a client is unable to sign for service delivery with a reason client is unable to sign. Provision is then to be made for acceptance of the client's initials or signature of choice identified in the client's record.
- 6.3 The provider must utilize COA software for service authorizations, invoicing, and other related ESP activities.
- 6.4 The Provider must bill using a format established and approved by COA for only those units of service authorized and delivered.
- 6.5 The Provider must agree to accept reimbursement for service(s) rendered at the unit rate agreed upon with COA.
- 6.6 The Provider may not bill any ESP client for authorized service(s) delivered or solicit the client for a donation except for Title III/ESP Home Delivered Meals.

Condition 7. Personnel Requirements

- 7.1 The Provider must have written job descriptions for each position involved in the direct delivery of ESP services (employed or contracted). Volunteers must be provided an outline of their responsibilities.
- 7.2 The Provider must maintain a personnel file on every staff member and volunteer who provides service to ESP clients which includes:
 - a. A resume or application outlining work history and training.
 - b. Documentation signed and dated by each staff member indicating receipt of an employee handbook.

- c. Documentation signed and dated by each staff member indicating completion of orientation prior to providing service to ESP clients. The Provider must ensure orientation includes:
 - (i) employee position description and expectations as it relates to ESP service delivery;
 - (ii) agency personnel policies;
 - (iii) reporting procedures and policies;
 - (iv) agency table of organization;
 - (v) lines of communication;
 - (vi) COA ESP Code of Ethics (Attachment A);
 - (vii) ESP program purpose and philosophy;
 - d. Evidence of performance appraisals per agency policy, signed and dated by the staff member.
- 7.3 The Provider must have a signed current contract with any agency or persons with whom they subcontract to provide direct care services to ESP clients. Provider must incorporate requirements identified in the Elderly Services Program Provider Agreement (Agreement) with COA as part of any subcontract.
- 7.4 The Provider must, upon request of COA, furnish evidence that all subcontractors and their employees who provide services to ESP clients meet applicable personnel requirements.

Attachment A

ELDERLY SERVICES PROGRAM - CODE OF ETHICS

The service worker will treat all client/clients in a considerate and respectful manner.
The service worker will not:

- A. Use the client's personal property without the client's consent including telephone for personal calls.
- B. Consume the client's food and beverages.
- C. Eat food brought to the client's home without client's consent.
- D. Forge client's signature or falsify documentation.
- E. Bring friends, relatives, pets or any unauthorized individual to the client's home.
- F. Transport client away from home (unless authorized) or take the client to the provider's place of residence.
- G. Breach client's privacy or divulge client information.
- H. Consume alcoholic beverages, medicine, drugs, or other chemical substances not in accordance with the legal, valid, prescribed use and/or in any way that impairs the provider in the delivery of services to the client while in the client's home or prior to service delivery.
- I. Smoke in the client's home.
- J. Watch television or play computer or video games, including on the client's phone or personal phone.
- K. Steal, borrow, accept, obtain or attempt to obtain money or anything of value, including gifts or tips from the client, household members and family members of the client or caregiver.
- L. Discuss personal problems, religious or political beliefs with the client and others in the care setting.
- M. Engage in non-care related socialization with individuals other than the client(e.g. a visit from a person who is not providing care to the individual; making or receiving a personal telephone call; or, sending or receiving a personal text message, email, or video).
- N. Provide care to individuals other than the client.
- O. Sleep at the client's residence.

- P. Engage in sexual conduct or in conduct that may reasonably be interpreted as sexual in nature, regardless of whether or not the contact is consensual with the client.
- Q. Engage in behavior that may reasonably be interpreted as inappropriate involvement in the client's personal relationships.
- R. Engage in behavior that causes or may cause physical, verbal, mental or emotional distress or abuse to the client including any manner of publishing photos of the client on social media websites without the client's written consent.
- S. Be designated to make decisions for the client in any capacity involving a declaration for mental health treatment, power of attorney, durable power of attorney, or guardianship, or authorized representative.
- T. Sell or purchase from the client products or personal items. The only exception to this prohibition occurs when the client is a family member and the provider is not delivering services.
- U. Engage in behavior that constitutes a conflict of interest or takes advantage of or manipulates services contracted by COA, resulting in an unintended advantage for personal gain that has detrimental results for the client, the client's family or caregivers, or another provider.
- V. Leave the home for a purpose not related to the provision of services without notifying the agency supervisor, the client's emergency contact person, any identified caregiver, and/or the client's care manager, or, for client-directed service providers, leave the home without the consent and/or knowledge of the client.
- W. Extend the relationship with the client beyond the specific service boundaries that have been established by the applicable service specification(s).
- X. Engage in a disagreement with the client but will, instead, seek to improve communication and express willingness to work together constructively. In the event of a disagreement the Care Manager is to be contacted immediately. The definition of disagreement is a failure or refusal to agree which may escalate into a conflict or quarrel.
- Y. Deny service to a client due to the client's living conditions including pest, health, behavior or language. COA does make the distinction between behavior and language that are the result of a condition verses someone who consistently displays inappropriate, intolerable behavior/language or threatening behavior/language. Providers must comply with OSHA standards and the Fair Labor Standards Act for employees. Inappropriate behavior does include inappropriate touching. Language as referenced in section Y does not refer to languages that are not English.