

## **CONDITIONS OF PARTICIPATION**

### **1 AGENCY STRUCTURE**

The Provider must be a formally organized business or service agency that has been operating in the community for a minimum of twenty-four (24) consecutive months prior to the point of application.

#### **REQUIRED ELEMENTS:**

The Provider:

- 1.1 Must provide full disclosure of ownership.
- 1.2 Must have a written statement defining the purpose of its business or service agency.
- 1.3 Must have a written statement of policies and directives, bylaws or articles of incorporation dates at least twenty-four (24) consecutive months prior to the date of the application.
- 1.4 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.
- 1.5 Cannot sub-contract CSS Home Option Program contracted services to another provider.
- 1.6 Must not operate the business in violation of any applicable federal, state, or local laws which must be demonstrated via the provision of a Certificate of Good Standing or Continued Existence issued by the Ohio Secretary of State.
  - (a) The Provider must have a written statement supporting compliance with non-discrimination laws, federal wage and hour laws, and Worker's Compensation laws in the recruitment and employment of individuals. (Not applicable to self-employed)
  - (b) The Provider must have a statement supporting compliance with non-discrimination laws in service delivery and in accordance with the Americans with Disabilities Act.
  - (c) The Provider must have a written statement supporting compliance with the Health Insurance Portability and Accountability Act (HIPAA), if considered a Covered Entity.
- 1.7 Must have a written procedure for follow-up and investigation of customer complaints and grievances.
- 1.8 Must have a written procedure and supporting documentation for implementation of a Total Quality Improvement process for each contracted service including, but not limited to, customer and employee chart auditing and customer satisfaction.
- 1.9 Will work in cooperation with Clermont Senior Services, local, state and federal authorities as needed to ensure the safety of the customers in its care in the event of a disaster.
- 1.10 Will, if being purchased by, or merged with, another entity (even if the purchasing/merging entity is a provider with an existing Service Agreement

with Clermont Senior Services, Inc. and even if the Provider is the surviving entity), furnish written notice to Clermont Senior Services, Inc. at least sixty (60) days prior to the effective merger or purchase date. The Provider must not notify customers being served of its intent to terminate its Service Agreement with Clermont Senior Services, Inc. until after it has notified Clermont Senior Services, Inc., and has provided Clermont Senior Services, Inc. with a copy of the notice it intends to send to customers and has received written authorization from Clermont Senior Services, Inc. to send the notice.

- 1.11 Will, if terminating its Service Agreement with Clermont Senior Services, Inc., furnish written notice to Clermont Senior Services, Inc. at least sixty (60) days prior to the effective termination date. The Provider must not notify customers being served of its intent to terminate its Service Agreement with Clermont Senior Services, Inc. until after it has notified Clermont Senior Services, Inc., has provided Clermont Senior Services, Inc. with a copy of the notice it intends to send to customers, and has received written authorization from Clermont Senior Services, Inc. to send the notice.
- 1.12 Shall disclose the identity and offense of any person or its principals who are presently or who have become debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into the Service Agreement by any state or federal department or agency. The term "principal" defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of the Provider's business. The Provider shall notify Clermont Senior Services, Inc. immediately in the event it becomes aware of any such actual or proposed debarment, suspension, ineligibility, or voluntary exclusion. All such notifications are to be to Clermont Senior Services, Inc. Manager of Home Care/Case Management, or their designee.

## **2 PHYSICAL FACILITY**

The Provider has a physical facility from which to conduct business.

### **REQUIRED ELEMENTS:**

The provider:

- 2.1 Must have a compatible computer system, to receive referrals for service and to invoice for that service.
- 2.2 Must designate and utilize a locked storage space for the maintenance of all Home Options Program customer records for a period of three (3) years, or until an initiated audit is completed, whichever is later.
- 2.3 Must have a primary business telephone listed under the business, locally, and/or a toll-free number available through directory assistance that allows for reliable, dependable and accessible communication Monday through Friday between the hours of 9:00 a.m. and 4:00 p.m.

### 3 ADMINISTRATIVE POLICIES

The Provider must have written procedures supporting the operation of business and service.

#### REQUIRED ELEMENTS:

The provider:

- 3.1 Must have a system to document service delivered, completed, and billed.
- 3.2 Is required to carry and maintain the required insurance coverage as identified in the Home Options program Provider Service Agreement. The insurance certificate shall name "Clermont Senior Services, Inc." as an additional insured and include a provision that requires written notice to Clermont Senior Services, Inc. at least thirty (30) days in advance of any change, cancellation, or non-renewal of coverage. The Provider shall provide Clermont Senior Services, Inc. with a Certificate of Insurance as evidence of the required coverage.
- 3.3 Must have a written procedure identifying steps customers must take to file a liability claim.
- 3.4 Must maintain a file for each customer (also electronic in CXM). Each file must include the following referral information.
  - (a) Customer name, address, and telephone number
  - (b) Customer date of birth and gender
  - (c) Customer's emergency contacts name and telephone number
  - (d) Name and telephone number of Clermont Senior Services HOP Case Manager
  - (e) Functional limitations of customer relevant to service provided.
- 3.5 Must have a written procedure which includes a twenty-four (24) hour business day notification with a written follow-up incident report to the Clermont Senior Services, Inc. HOP Case manager for reporting significant incidents and occurrences known to the Provider which affect a customer's physical or emotional well-being or results in a significant change in the customer's functional ability.
- 3.6 Must obtain a signed consent for service and release of information from each customer prior to initiating the authorized services. The Provider is not permitted to release customer specific information to sources outside the Clermont Senior Service system, unless expressly agreed to by Clermont Senior Services, Inc. The Provider must abide by HIPAA regulations.
- 3.7 Must have a written policy to ensure that all customer information remains confidential.
- 3.8 Must retain all records supporting Home Options Program service delivery for a period of three (3) years, or until an initiated audit is completed, which is later.
- 3.9 Must immediately report within one (1) hour any Major Unusual Incident (MUI) to the CSS HOP Case Manager or designee and/or to Adult Protective Services Intake at the Clermont Senior Services at (513) 536-4085 according to Section 5101.61 of the Ohio Revised Code.

Any reports made to the latter must be documented and the Clermont Senior Services, Inc. HOP Case Manager notified via the computer system, fax, or e-mail. **NOTE:** An MUI is any alleged or actual occurrence of an incident or event which could adversely affect the health or safety of a customer, the credibility of the Provider's staff or organization, or any incident in which Clermont Senior Services, Inc. or the Provider may have liability. MUI's include, but are not limited to: physical, emotional or sexual abuse, self-neglect, neglect, exploitation, suspicious accident, death, criminal or suspected criminal acts, a policy, court/legal, or public complaint; which has the potential to be reported to the media or elected officials, or any in which the Provider or Clermont Senior Services, Inc. may have liability, lawsuit or potential lawsuit.

- 3.10 Shall have a mechanism in place to inform customers that they have a right to file a grievance, and the Provider shall have a written grievance procedure for the purpose of resolving complaints. The Provider shall give the customer the name and phone number of the Provider's contact person responsible for addressing grievances and inform customer of his/her right to contact their Clermont Senior Services, Inc. HOP Case Manager regarding the complaint.
- (a) The Provider shall make every effort to satisfactorily resolve each complaint through its established policy.
  - (b) The Provider will notify the Clermont Senior Services, Inc. HOP Case Manager of each complaint and its resolution within two (2) business days.
  - (c) The Provider will notify the Clermont Senior Services, Inc. HOP Case Manager of unresolved or multiple complaints of the same nature and/or involving the same customer within two (2) business days.

#### **4 PERSONNEL POLICIES**

The Provider has written personnel policies that support lawful personnel practices.

##### **REQUIRED ELEMENTS:**

The provider:

- 4.1 Must have written job descriptions or statements of job responsibilities which include qualifications (as applicable to service) for each position involved in the direct delivery of Clermont Senior Services, Inc. HOP contracted services.
- 4.2 Must have a written policy to conduct and document annual performance appraisals for all individuals involved in the direct delivery of service or supervising those involved in the direct delivery of service.
- 4.3 Must maintain a personnel file on every staff member who provides direct Home Options Program contracted service or supervise those who provide direct service. Personnel files will be reviewed during the pre-certification site visit and subsequent annual audit/reviews. Each file should include:
  - (a) A resume or application for employment that includes a work history.

- (b) Documentation of employee applicant's signed consent for verification of previous employment, training or experience.
  - (c) Documentation of Provider attempts to confirm employee previous employment, experience or training.
  - (d) Written verification of valid professional licensure and/or certification, if applicable.
  - (e) Verification of valid BMV licensure.
  - (f) A copy of annual performance appraisals signed and dated by the employee.
  - (g) Evidence of Seven Free Database Review and a Bureau of Criminal Identification and Investigations (BCII) Criminal Record Check in compliance with 173-09-01 through 173-09-10 of the Ohio Administrative Code (OAC) completed on all employees involved in providing direct service or supervision of direct service staff prior to providing HOP services.
- 4.4 Must have a written procedure defining the process by which a staff member can register a complaint or grievance.
- 4.5 Must have documentation signed and dated by the staff member which indicates completion of an orientation prior to providing service to a HOP contracted customer which includes:
- (a) The Provider's purpose and policies and procedures, including but not limited to:
    - 1. Employee job description and expectations
    - 2. Agency personnel policies
    - 3. Professional Appearance and Dress Code Policy which includes:
      - i. Provider identification badge (Scrubs preferred)
      - ii. Inappropriate appearance/dress code including but not limited to:
        - Blue jeans
        - Cut offs
        - Halters
        - Low cut or midriff tops
        - Sandals/Flip Flops
        - Visible tattoos are only permitted if they are not excessive, indecent, extremist, sexist or racist. All other tattoos must be covered.
        - No excessive jewelry. Jewelry that portrays a negative message or theme and extreme or excessive visible body piercing is prohibited.
4. Reporting policy and procedures.
5. Agency Table of Organization and lines of communication
6. Signed and dated Home Option Program Code of Ethics. Signature signifies understanding of and agreement to comply with the Home Option Program Code of Ethics.
7. Explanation of Home Options Program's Conditions of Participation and applicable Service Specifications.

## **5 SERVICE DELIVERY**

The Provider must deliver services in compliance with Service Specifications and in accordance with the plan designed and authorized by the Clermont Senior Services HOP Case Manager and congruent with the agency's Service with Heart Cultural Philosophy.

### **REQUIRED ELEMENTS:**

The provider:

- 5.1 Must acknowledge acceptance of a customer referral for consideration of service within two (2) business days.
- 5.2 Must, when an award has been made, initiate services based on the referral, or a verbal (telephone) request for service, on the date specified, or on a negotiated start date. The Clermont Senior Services, Inc. HOP Case Manager must be notified of any changes in the service start date. No permanent change in authorized service delivery can be made without consultation with the Clermont Senior Services HOP Case Manager.
- 5.3 Must make all reasonable efforts to deliver services as authorized by the Clermont Senior Services, Inc. HOP Case Manager.
  - (a) In the event of an employee's absence, the Provider must make every effort to furnish a substitute to deliver the authorized services. The Provider must have a written plan that prioritizes customer service needs, providing service to those in greatest need first.
  - (b) In the event services cannot be delivered as authorized, the Provider must notify, within 2 business days, via computer system, fax, or e-mail, the Clermont Senior Services, Inc. HOP Case Manager of the following:
    1. The change in service.
    2. The reason for the change in service.
    3. If subsequent service will be affected.
  - (c) The Provider must maintain signed and dated documentation of each customer contact affecting service provision and each Clermont Senior Services, Inc. HOP Case Manager contact within the customer's record, case notes and the Provider's designated log.
  - (d) Provider has a mechanism in place to verify whether the provider's staff is present at the time and location that services are to be provided and maintains a record of the information obtained by the monitoring system.
  - (e) Provider documented cancellations in service in the customer record, including who canceled service and the reason for the cancellation.
- 5.4 Must participate in Clermont Senior Services, Inc. HOP Case Manager and Provider problem resolution to promote continuing service delivery prior to discharging of customer.
- 5.5 Must provide written notice, a minimum of thirty (30) days, to the Clermont Senior Services HOP Case Manager prior to discontinuation of care by the Provider. Exceptions:
  - (a) The customer has been hospitalized or placed in a long-term facility for a period of 90 days.

- (b) The health and/or safety of the customer or Provider staff are at serious risk.
  - (c) The customer is terminating services with the Provider.
- 5.6 Must immediately notify the Clermont Senior Services HOP Case Manager within one (1) business day through computer system or email of any of the following:
  - (a) Changes in customer status, needs, home environment or location.
  - (b) Customers' admission to, or discharge from, an institution (hospital, nursing home, rehabilitation center, etc.)
  - (c) Death
  - (d) Customer repeatedly refuses or is uncooperative with services as authorized by the Clermont Senior Services HOP Case Manager.
  - (e) Any additional services rendered under independent contract between the provider and the Home Options program customer.
- 5.7 Agrees to follow the general requirements and limitations of Clermont Senior Services Home Care Service including but not limited to those outlined in the Home Options Program Code of Ethics.

## **6 COMPLIANCE**

The Provider must comply with all contract requirements, Conditions of Participation, relevant Service Specifications, monitoring/reporting requirements established by Clermont Senior Services (CSS) and permit representatives of CSS full access to the facility and necessary documentation during a pre-certification site review and annual audit/review to ensure compliance.

### **REQUIRED ELEMENTS:**

The provider:

- 6.1 Must furnish documentation demonstrating that all requirements outlined in applicable service specifications have been met when service is delivered.
- 6.2 Must allow representatives of the Clermont Senior Services Home Options Program access to the Provider facility and full access to records and other documents related to provision of service to contracted customers.
- 6.3 Must not bill or solicit donations from any Home Options Program contracted customer for authorized CSS contract services delivered.
- 6.4 Must agree to receive reimbursement for services rendered at the unit rate agreed upon with Clermont Senior Services, Inc.
- 6.5 Must demonstrate compliance with Criminal Record Check requirements in accordance with the Ohio Revised Code (ORC) 173.38 and Ohio Administrative Code (OAC) 173-9-01 through 173-9-10 for all applicants and employees in positions that involve in-home services or direct care to customers. Disclaimer: Do not use this partial description as a replacement for the ORC and OAC rules.
  - (a) The Provider must demonstrate use of the 7 Free Databases prior to submitting BCII request for criminal record check for each applicant under consideration for employment and current employees as follows: Employees hired prior to 2008 must have Database Review and BCII

Record Check within thirty (30) days of 2013 anniversary of hire date and every 5 years thereafter. Employees hired in 2008 or later must have Database Review and BCII Record Check no later than thirty (30) days after the 5<sup>th</sup> anniversary of hire date and every 5 years thereafter.

- (b) The Provider will request a Criminal Record check by submitting the request to BCII no later than five (5) business days after the individual begins conditional employment.
  - (c) The Provider will maintain a roster (replaces BCII log) that includes the following information on each employee providing in-home or direct care to customers.
    - 1. Name of each applicant or employee
    - 2. Date the applicant or employee started work
    - 3. Date(s) criminal record check request was submitted to BCII
    - 4. Date the criminal record check was received
    - 5. A determination of whether the results of the check revealed the applicant or employee committed a disqualifying offense(s).
- 6.6 Must not use customer information, systems or records for any purpose other than to fulfill the Service Specifications and Conditions of Participation of the Home Options program. This includes, but is not limited to:
- (a) The Provider will not contact customers to solicit:
    - 1. Private Duty services
    - 2. Skilled Care services
    - 3. Advertising, promotions, or marketing
    - 4. Any unauthorized services
  - (b) Any agreements made with the customer for services independent of this agreement must be reported to the Clermont Senior Services HOP Case Manager within one (1) business day.
- 6.7 Recognizes that Clermont Senior Services, Inc. may take action, including but not limited to: termination of any agreement, impose sanctions or suspend referrals, if it is determined by Clermont Senior Services, Inc., or their representative, the Provider is not in compliance with these Conditions of Participation, relevant Service Specifications, or the Code of Ethics.

## **7 BILLING**

The Provider must submit billing to Clermont Senior Services on a monthly basis. The Providers electronic request for payment is due no later than the **5<sup>th</sup> working day of the month** following service provision. If approved to submit paper bills, they are to be received by the 5<sup>th</sup> working day of the month.

### **REQUIRED ELEMENTS:**

The provider:

- 7.1 Must bill on a monthly basis for only those units authorized and delivered which have dated documentation, signed by the customer, for each unit of service delivered. Payment will not be made for units delivered in excess of units authorized unless the Clermont Senior Services HOP Case Manager has approved the provision of additional units. If the number of units billed



is less than the monthly authorized units, no accumulation of undelivered to the forthcoming month's authorized amount is permitted. Clermont Senior Services is not liable to pay costs arising from changes, modifications or extra work orders not previously authorized by the Clermont Senior Services, Inc. HOP Case Manager, except during documented emergency situations. **NOTE:** In the event a customer is physically or mentally unable to sign the documentation of service delivery, a Power of Attorney, guardian, responsible family member or other individual authorized by the customer may sign on the customer's behalf. The provider must have documentation in the customer's record if a customer is unable to sign for service delivery, the reason the customer is unable to sign, and the person(s) authorized to sign for the customer.

- 7.2 Must bill for actual units of service delivered rounded-off to the nearest quarter (0.25 hour) unit. **Direct service employee's time spent for "no-show", travel, breaks, meal break, or administrative activities shall not be billed to Clermont Senior Services, Inc., those should be calculated in the Provider's unit cost.**
- 7.3 Must not bill extra for services provided on holidays; this cost should be calculated in the Provider's unit cost.
- 7.4 Knows Clermont Senior Services, Inc. shall have the right to refuse payment when requests for payment are not received by the end of the month following the service date. **Example:** Service provided on 9/2/15 must be billed by October 31, 2015. Extenuating circumstances which will cause a delay in billing should be promptly discussed with Clermont Senior Services, Manager of Case Management, Emily Schacht.
- 7.5 Must only bill one payment source for a provided unit of service.

## **8 COMPUTER REQUIREMENTS**

The Provider must have an adequate computer hardware/software system in order to access, and print from, Clermont Senior Services system. Approval must be sought and given in writing by Clermont Senior Services for a waiver of this requirement.

### **REQUIRED ELEMENTS:**

The provider:

- 8.1 Must have a computer system that will allow the Provider to access Clermont Senior Services, Inc. computer system.
- 8.2 Must contact Clermont Senior Services, Inc. to receive the user information necessary to access the system.
- 8.3 Must notify Clermont Senior Services, Inc. within one (1) business day if there is a personnel change that could affect the security/integrity of the system. This includes any employee terminating employment that may have knowledge of the Provider username and password by which Clermont Senior Services, Inc. system is accessed.

- 8.4 Must participate in any required training to assure proper utilization and understanding of the system. The Provider is responsible for training their new users.
- 8.5 Must monitor the system daily, as the system will be used to respond to referrals, notification of awards, and communication with the Clermont Senior Services, Inc. HOP Case Manager.
- 8.6 Shall notify Clermont Senior Services, Inc. if they are unable to access, or print from, the system for any reason. This will enable Clermont Senior Services, Inc. to assist in resolving the problem efficiently and effectively.
- 8.7 Knows the computer system may be updated or changed as deemed necessary by Clermont Senior Services Inc. and will comply with computer related policies.

**PLEASE NOTE:** It is recognized that these general conditions may, in some circumstances, not be appropriate for all service settings. Specific conditions may also not be feasible in certain situations for certain providers. Clermont Senior Services may waive specific conditions, where it is demonstrated that the condition is not appropriate, or where strict enforcement of all conditions would so limit the availability of service that hardship for customers would be created.

**Clermont Senior Services  
Home Options Program (HOP)  
Code of Ethics**

**HOP Provider Employees Shall Not:**

- Use the customer's personal property without the customer's consent including using the customer's telephone for personal calls and the bathroom facilities.
- Consume the customer's food and beverage. Eat food brought to the customer's home without customer's consent.
- Forge customer's signature and falsify documentation.
- Bring friends, relatives, pets or any unauthorized individual to the customer's home.
- Transport customers. In certain circumstances accompanying a customer to medical appointment may be approved if authorized by Clermont Senior Services Case Manager.
- Breach customer's privacy or divulge information. Including posting on Facebook, Twitter, Snapchat or any other media.
- Consume or be under the influence of alcoholic beverages, medicine, drugs, or other chemical substance not in accordance with the legal, valid, prescribed use and/or in any way impairs the provider in the delivery of services to the customer while in the customer's home or prior to service delivery.
- Smoke in the customer's home.
- Purchase alcohol or tobacco products for customers and/or any member of household or caregiver.
- Discuss personal problems, religious or political beliefs with the customer and others in the care setting.
- Steal, borrow, accept, obtain or attempt to obtain money or anything of value, including gifts or tips from the customer, household members and family members of the customer or caregiver.
- Provide care to individuals other than the customer.
- Watch television, play computer or video games, text message/engage in personal phone conversations or engage customer in idle conversation unless authorized by service specification and/or HOP Case Manager Plan. (i.e Respite Care)
- Engage in non-care related socialization with individuals in home other than the customer.
- Sleep at the customer's residence.
- Engage in sexual conduct or in conduct that may reasonably be interpreted as sexual in nature, regardless of whether or not the conduct is consensual with the customer. Any exploitation of customer, customer's family or designated caregiver.
- Engage in behavior that may reasonably be interpreted as inappropriate involvement in the customer's personal relationship.
- Be designated to make decisions for the customer in any capacity involving a declaration for mental health, treatment, power of attorney, durable power of attorney, or guardianship.
- Selling to or purchasing products or personal items from the customer.
- Engage in behavior that constitutes a conflict of interest or takes advantage of or manipulates Home Options Program services resulting in an unintended advantage for

personal gain that has detrimental results for the customer, customer's family or caregivers, or another provider.

- Engage in behavior that causes or may cause physical, verbal, mental or emotional distress or abuse to the customer.
- Leave the home for a purpose not related to the provision of services without notifying the agency supervisor, the customer's emergency contact person, any identified caregiver, and/or the customer's Clermont Senior Services HOP Case Manager.
- Provide direct care services contracted through the Clermont Senior Services Home Options Program to family members/relatives.
- Retain keys to customer's home, mailbox, vehicle or other personal property except during direct service delivery. Keys must be returned at the end of each service event.
- Make visits to customers during non-work hours to provide services or socialization.
- Offer advice regarding medications, health or medical problems.
- Provide authorized services when customer is not at home.

I have read and agree to abide by the Home Options Program Code of Ethics while providing services to Clermont Senior Services' Home Options customers.

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date: