

FRANKLIN COUNTY SENIOR OPTIONS

CONDITIONS OF PARTICIPATION

(These rules are subject to change with each new contract cycle)

CONDITION 1 AGENCY STRUCTURE

The vendor is a formally organized business or service agency registered with the Ohio Secretary of State that is currently operating and providing paid services to individuals at the point of application to Franklin County Senior Options (FCSO). For the purpose of evaluation, the point of application to FCSO will be defined as the date of the bid opening. The vendor shall demonstrate that the business or agency has an established business history of service provision for the same services for which the vendor is making application. The Franklin County Office on Aging (FCOA) will utilize the registration date as listed with the Ohio Secretary of State business filings for purposes of determining the duration of the vendor's business history. The FCOA does not contract with Independent Providers – vendors must have a formally organized business or service agency.

Required Elements:

- 1.1 The Provider shall demonstrate a business history supported by business records and professional references that will demonstrate the Provider's ability to perform the duties of the contract and provide high quality services.
 - 1.1.1 The Provider agency must meet a minimum of one of the following criteria:
 - a) Provider agency applicant is a current FCSO Provider in good standing. Any present or former FCSO Provider agency or agency owner who has had FCSO clients removed from their care due to poor performance or non-compliance issues is not considered to be in good standing, and is not eligible to participate as a FCSO provider for five years from the date of FCSO client removal from their care.
OR
 - b) Provider agency applicant must demonstrate a business history of providing the applied for home and community based service to individuals in the community for at least two years prior to point of application to FCSO. Provider must furnish records upon request to support Provider's service provision for said services during the two-year period. For example, date of business registration with the Ohio Secretary of State, evidence of business insurance for the required two year business history without a lapse in coverage, evidence of business software used for invoicing/payroll, business license documents such as Federal Tax ID form and tax records, Articles of Incorporation, Worker's Compensation certificate, etc. If requested during on-site compliance review, Provider agency must make available for review additional documents to support two year business history, such as independent audits, credit references, financial statements, etc.
- 1.2 The Provider shall disclose all parties having ownership/interest in or control of the agency.
 - 1.2.1 The Provider shall have a written statement defining the purpose of their business or service agency.

- 1.2.2 The Provider shall have a written statement of policies and directives or bylaws or articles of incorporation.
- 1.2.3 The Provider shall disclose the identity and offense of any person who is an owner or has control of the business or service agency who has been convicted of a felony under state or federal law.
- 1.3 The Provider shall have a written table of organization that clearly identifies lines of administrative, advisory, contractual and supervisory authority and responsibility to the direct care level.
- 1.4 The Provider is operating the business in compliance with applicable Federal, State and Local laws.
 - 1.4.1 The Provider shall comply with all applicable federal and state privacy laws, including the Health Insurance Portability and Accountability Act regulations (HIPAA).
 - 1.4.2 The Provider shall have a written statement supporting compliance with anti-discrimination laws, federal wage and hour laws, Worker's Compensation laws and the Americans with Disabilities Act in the recruitment and employment of individuals.
 - 1.4.3 The Provider shall have a written statement supporting compliance with current anti-discrimination laws in service delivery to consumers.

CONDITION 2 PHYSICAL FACILITY

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

Required Elements:

- 2.1 The Provider shall have a computer with appropriate software, a telephone, fax machine and an employee available to take telephone calls between 9:00 a.m. and 4:00 p.m., Monday through Friday. Provider shall supply the FCOA with an alternate telephone number to be used for administrative purposes only, in the event the provider cannot be reached at the primary agency telephone number.
- 2.2 The Provider shall utilize a secure, locked storage space for all FCSO client records.

CONDITION 3 ADMINISTRATIVE POLICIES

The Provider shall have written procedures supporting the operation of the business and its services.

Required Elements:

- 3.1 The Provider shall have a system to document services delivered and billed that complies with the FCSO program requirements.

3.2 Throughout the term of the contract, the Provider shall obtain and maintain a comprehensive insurance program affording as a minimum the items indicated below:

3.2.1 Comprehensive liability: \$1,000,000 single limit occurrence including:

a) Bodily Injury liability: all sums, which the company shall become legally obligated to pay as damages because of bodily injury, sickness, or disease including death at any time resulting there from, sustained by any person other than its employees, and caused by occurrence, and rising out of ownership, maintenance or use of any automobile

b) Property damage liability: all sums, which the company shall become legally obligated to pay as damages because of injury to or destruction caused by occurrence, and rising out of ownership, maintenance or the use of any automobile.

c) Automobile liability: all sums, which the company shall become legally obligated to pay as damages because of injury to or destruction caused by occurrence.

d) Excess Aggregate Limit: \$1,000,000 dollars

e) Employee Dishonesty: up to \$10,000 dollars. This requirement can be included in the agency's general liability policy, or be contained separately in an Employee Dishonesty Bond from a Bonding or Surety company.

f) The following must be named as additional insured: **The Franklin County Board of Commissioners and the Franklin County Office on Aging and its staff.**

3.3 The Provider shall have Certificates of Insurance providing that during the term of the contract the Provider shall be insured at all locations where it undertakes business operations for the types of insurance and limits of liability as indicated above. Upon request, copies of these Certificates shall be made available to Office on Aging staff.

3.3.1 These policies shall contain the following special provisions: The company agrees that thirty (30) days prior to the cancellation or reduction of the insurance afforded by this policy with respect to the contract involved, written notice shall be delivered to: The Franklin County Office on Aging, Quality Improvement Manager, 280 E. Broad Street, Room 300, Columbus, OH 43215.

3.4 The Provider shall have a written procedure which identifies the steps a client shall take to file a liability claim.

- 3.5 The Provider shall have a written procedure for documenting all client incidents and reporting the incidents to FCSO. The Provider shall maintain evidence of reporting the incident to FCSO via phone, fax or Q system e-mail.
- 3.6 The Provider shall notify FCSO within 24 hours of any adverse incidents and document the notification on an adverse incident report, which shall be forwarded to the FCSO.
- 3.7 The Provider shall maintain a hard copy or electronic file for each FCSO client. Each file shall contain the following information:
 - a) Client name, address, and telephone number
 - b) Client date of birth and gender
 - c) Contact person's name and phone number
 - d) FCSO case manager name and phone number
 - e) Functional limitations of client relevant to service(s) authorized
 - f) Signed and dated documentation of each contact with the client or caregiver, FCSO case manager or other authorized persons.
- 3.8 The Provider shall obtain written approval from the FCSO client to release client specific information to sources outside of Franklin County Senior Options and have a written policy regarding confidentiality. Client information received or submitted via computer, paper or verbally shall be considered confidential.
- 3.9 The Provider shall retain all records supporting service delivery to FCSO clients for a period of 6 years or until an initiated Fiscal audit is completed, whichever is later.
- 3.10 The Provider shall have a written grievance procedure for the purpose of resolving client complaints. The Provider shall inform all clients of their right to file a grievance, and shall give the client the name and telephone number of the Provider's contact person responsible for addressing grievances.
 - 3.10.1 The Provider shall notify the FCSO CM via phone, fax or e-mail of any and all client complaints reported to the Provider agency.
- 3.11 The Provider shall use the Franklin County Senior Options logo or a written statement indicating that services are funded through the Franklin County Senior Services Levy on all client correspondence and publications related to the FCSO program.
- 3.12 The Provider shall immediately notify the FCOA Quality Improvement Manager in writing of any changes to corporate structure, Federal Tax ID#, or if the vendor is purchased by or merges with another business entity. Per county policy, (Section 4.08 of ITB) "the vendor may not assign any of its rights under this contract unless the County consents to the assignment, in writing. Any purported assignment made without the County's written consent is void and may be subject to

termination of the contract. The County may assert against an assignee any claim or defense the County may have against the assignor.”

- 3.13 In the event a FCSO Provider desires to be released from the terms and conditions of the FCSO contract, the provider must submit this request in writing to the FCOA Quality Improvement Manager. The FCOA requires 30 days notice of intent to terminate the contract.
- 3.14 Where a conflict of interest, or a perceived conflict of interest, exists between an FCSO client/family and a provider, the FCOA reserves the right to intervene and resolve the issue(s).

CONDITION 4 PERSONNEL POLICIES

The Provider has written personnel policies that support personnel practices.

Required Elements:

- 4.1 The Provider shall have written job descriptions or statements of job responsibilities that include qualifications for each position involved in the direct delivery of FCSO services.
- 4.2 The Provider shall conduct and document performance appraisals a minimum of annually for all individuals (employed or contracted) including volunteers involved in the direct delivery of FCSO services.
- 4.3 The Provider shall have documentation signed and dated by the staff member which indicates completion of an orientation **prior to** servicing an FCSO client which includes:
 - 4.3.1 The Provider’s purpose, policies and procedures; including but not limited to:
 - a) Employee position description/duties/expectations
 - b) Agency personnel policies
 - c) Incident reporting procedures and policies
 - d) Agency table of organization/lines of communication
 - e) Emergency procedures
 - 4.3.2 FCSO Program purpose, philosophy, FCSO Provider Code of Ethics, and client confidentiality using orientation materials provided by the Franklin County Office on Aging.
- 4.4 The Provider shall have a written procedure defining the process by which a staff member can register a complaint or grievance.

- 4.5 The Provider shall maintain a personnel file on every staff member (including volunteers and contract workers), who provides direct service to FCSO clients. This file shall include:
- a) A resume or application for employment that includes a description of work history
 - b) Written documentation of employee applicant's signed consent for verification of previous employment, training and experience
 - c) Written documentation of Provider confirmation/verification of employee's previous employment, experience and training
 - d) Written verification of licensure/certification and a valid driver's license, if applicable.
 - e) A copy of the performance appraisals signed and dated by the employee and staff member conducting the appraisal
 - f) A copy of the FCSO Provider Staff Code of Ethics signed and dated by the employee
- 4.6 The FCSO program does not permit the direct service worker to be a family member of the client. The Provider shall assure that the direct service worker will not be related to the client for whom they are assigned to provide care.
- 4.7 The Provider has written procedures that require it to conduct background checks on all applicants as well as procedures that do not permit hiring an applicant who has been convicted of a disqualifying offense, as defined in Ohio Revised Code Section 3701.881 and Ohio Administrative Code Section 173-9-01 or other actions that pose a risk to the clients, unless there is documentation to validate the hiring consistent with the foregoing statutory references.
- 4.7.1 The Provider shall maintain a documentation log to support completion of BCII checks on all service workers and supervisory personnel.

CONDITION 5 SERVICE DELIVERY

The Provider shall deliver services in compliance with service specification(s) and in accordance with the service plan as authorized by Franklin County Senior Options.

Required Elements:

- 5.1 The Provider shall check FCSO Requests for Service (RFS) and e-mail a minimum of twice each working day, and shall acknowledge, accept, or decline RFS's within 3 working days.
- 5.2 The Provider shall only initiate services authorized by FCSO. The Provider shall not contact the FCSO client until the service has been authorized to the provider agency. FCSO will not pay for services delivered without authorization.

- 5.3 The Provider shall inform the FCSO case manager within 5 working days if the start date initially entered by the Provider must be changed after the Provider is authorized the client.
- 5.4 The Provider must have approval from the FCSO case manager or supervisor to increase or decrease service units, or to change a service schedule (i.e. day of week care is provided). Failure to obtain prior approval from the FCSO may result in refusal of payment.
- 5.5 The Provider shall immediately (within 24 hours) notify the FCSO case manager by phone, fax, or Q system e-mail of the following:
- a) Changes in client status(health, mental health or death)
 - b) Changes in client address or living arrangement
 - c) Client admission to an institution (nursing home, hospital or rehab facility)
 - d) Any other changes or client status issues that could pose a health and safety issue to the client or provider staff, or interfere with the delivery of authorized services.
- 5.5.1 The Provider shall notify the FCSO case manger via phone, fax or Q system e-mail if the client is repeatedly refusing service, or has asked the Provider to cancel services.
- 5.6 The Provider shall obtain documentation signed and dated by the client for each instance of service delivery, with the exception of Home Delivered Meals and Adult Day Services. The documentation signed by the client shall include:
- a) The date of service delivery
 - b) A description of the service tasks being performed
 - c) The name of the direct service worker
 - d) The arrival and departure time of the direct service worker
 - e) The signature of the direct service worker
- 5.6.1 A copy of this documentation shall be provided to the client at the time of service delivery.
- 5.6.2 The Provider shall have a written procedure for verifying service delivery when a client signature cannot be obtained.
- 5.6.3 The Provider shall make this documentation available upon request from the client or FCSO personnel.
- 5.6.4 The Provider shall create and implement a policy to ensure clients receive a monthly report of services delivered if the Provider elects to use an electronic verification system.

- 5.7 In the event of a staff member absence, the Provider is responsible for furnishing a substitute staff member to deliver the services in accordance with the authorized care plan schedule.
- 5.7.1 The Provider may make arrangements with the client to provide services on another day; however, the Provider shall make every effort to provide the service as authorized in the FCSO care plan. For example, if the client is authorized for weekly Homemaker service, the Provider shall make every effort to provide a substitute worker during that same week period.
- 5.8 In the event services cannot be delivered as authorized, the Provider shall notify the FCSO case manager within one working day with the following information:
- a) Client name
 - b) Reason service cannot be delivered
 - c) If subsequent service visits will be missed
 - d) Date client will next receive service
- 5.9 The Provider shall maintain written documentation of all client contacts, case manager contacts, and units of service delivered. The provider shall make this documentation available upon request.
- 5.10 To promote high quality service delivery, the Provider shall participate with the FCSO in problem resolution of client or Provider staff incidents, grievances or complaints.
- 5.11 The Provider shall furnish their employees with an agency ID to present to clients at the time of service provision.

CONDITION 6 COMPLIANCE

The Provider shall comply with all contract requirements, Conditions of Participation, relevant Service Specifications and reporting requirements of the Franklin County Office on Aging.

Required Elements:

- 6.1 The Provider shall allow representatives of FCSO access to the Provider facility and full access to policies, procedures, records, and other documents related to provision of service to FCSO clients, and shall cooperate with said representatives in periodic reviews.
- 6.2 The Provider shall maintain compliance with all contract requirements, Conditions of Participation (COP), and relevant Service Specifications (SS) during the term of this contract. Failure to maintain compliance may result in the following actions:

- 6.2.1 A Provider who is found to be non-compliant with a COP or SS may:
 - a) Be required to submit a Plan of Correction.
 - b) Be placed on hold for new requests for service/referrals (RFS) from FCSO.

The Provider agency must demonstrate compliance with the specified terms of the contract prior to being released from RFS hold status.

- 6.2.3 A Provider who is found to have repeated non-compliance issues with the COP's or SS's, or when non-compliance poses a health and/or safety risk to the FCSO client, may:
 - a) Be required to submit a Plan of Correction
 - e) Be placed on an extended hold for RFS
 - f) Have their FCSO client's removed from the Provider's care.

The Provider agency must demonstrate compliance with the specified terms of the contract prior to being released from RFS hold status and to resume service provision to FCSO clients.

- 6.2.4 A Provider who is found to have repeated non-compliance issues with the COP's and SS's, has repeatedly failed to show their ability to meet the terms and conditions of the contract, or is found to have serious non-compliance issues which pose a health and/or safety risk to the FCSO client may jeopardize their participation as an FCSO provider.

- 6.3 The Provider shall immediately notify the FCOA Quality Improvement Manager in writing of any of the following changes:
 - a) Significant policy concerns or problems
 - b) Changes in name, corporate structure, or service provision
 - c) Office relocations, changes in phone numbers
 - d) Changes in Administrative staff
- 6.4 The Provider shall have a representative from their agency attend all Provider meetings.
- 6.5 Notwithstanding the process outlined in this Section, the County reserves its right to terminate the contract according to the provisions of Section 9 of the ITB without the need to follow the process outlined in that Section.

CONDITION 7 BILLING

The Provider shall submit billings to the Franklin County Office on Aging Senior Options Program on a monthly basis. The Provider's request for payment is due no later than the 15th of the subsequent month following the date of service.

Required Elements:

- 7.1 The Provider shall input service units into the FCSO billing system via computer. The FCOA will only remit payments to the contracted Provider agency. The Provider's request for payment is due no later than the 15th of the subsequent month following the date of service.
- 7.2 The Provider shall bill on a monthly basis for only those units authorized by FCSO and delivered by the Provider. If the number of units billed is less than the monthly authorized units, the unbilled units cannot be added to the next month's billing. The FCOA is not liable to pay costs arising from changes, modifications or extra work orders not authorized in advance by FCSO, except during emergency situations.
- 7.3 The Provider shall bill for actual units of service delivered rounded off to the nearest quarter unit for one hour units. Workers time spent for travel, breaks, meal breaks or administrative activities shall not be billed to FCSO.
- 7.4 The Provider shall not bill extra for services provided on holidays or weekends; this cost should be calculated into the unit cost. (See service specifications for any exceptions.)
- 7.5 The Provider may bill for time direct service workers spend in client care conferences as authorized by FCSO. In these cases, FCSO will sign the receipt of service form, and retain the client copy.
- 7.6 The FCOA has the right to refuse payment to the Provider when requests for payment are not received within sixty days of the date of service delivery.
- 7.7 The Provider and its representatives shall not bill any FCSO client for service(s) delivered OR solicit clients for donations.
 - 7.7.1 The Provider shall not solicit donations from clients whose services are provided under Senior Options. This includes prohibition against adding FCSO clients to general solicitation mailing lists. **FCSO clients who would like to make a donation should be directed to the Franklin County Office on Aging Manager of Finance and Operations.**
- 7.8 The FCOA will research unpaid units, if the requests are received within sixty days of the end of the month in which services were delivered.

- 7.9 The Provider shall identify and bill all other sources of payment including third party payers such as Medicare and private insurance, billing FCSO as the last resort. The Provider shall only bill one payment source for a provided unit of service.
- 7.10 The Provider shall maintain written documentation of all units of service delivered. The FCOA has the right to refuse payment, or require re-payment to the FCOA, for any units of service billed to the FCOA when the Provider agency does not have written documentation to support the provision of service.
- 7.11 An FCSO client or Case Manager may cancel a service unit without incurring a charge by contacting the Provider before 7:00 a.m. on the scheduled day of service. If the Provider is notified after 7:00 a.m. or does not receive a notice of cancellation, the Provider may bill the FCOA as follows:
- a. All Providers, with the exception of Medical Transportation and Adult Day Services may bill for a maximum of 1 unit of service.
 - b. Adult Day Services Providers may bill for a maximum of (1/2) unit of service. For Adult Day Service transportation, a maximum of 1 unit of service may be billed if the Provider attempted to transport the client.
 - c. All Providers shall document in the client record the person who notified the Provider of the cancellation, the time of notification, and the reason given for the cancellation.
- 7.12 Franklin County normally makes payments within 45 days from the day the invoice is received and/or acceptance of supplies or services.

CONDITION 8 COMPUTER REQUIREMENTS

Required Elements:

- 8.1 To access the “Q System” and receive technical support from FCOA, the provider agency must have computer equipment that **meets or exceeds** the following requirements:
- IBM compatible PC with PC mouse
 - Microsoft Office 2000 or better
 - Internet access (Broadband is recommended)
 - Web browser with support for 128-bit encryption
- 8.2 Every user of the Q System is required to have a personal account and password. **The sharing of user accounts and passwords is prohibited.** All users will be required to sign a network security agreement to indicate understanding and acceptance of the security policy.
- 8.3 FCOA will provide phone support to assist the provider agency with any technical issues **related to the Q System** at no charge to the provider agency. On-site support will be provided only if FCOA determines that such action is appropriate. Providers may be responsible for the cost of on-site support.

- 8.4 To ensure proper utilization of the Q System, the provider agency must have at least one staff member who has attended Q System training at the FCOA. Q System users who do not attend training at FCOA should be trained by a provider staff member who has been trained at FCOA.
- 8.5 The Q System is used to respond to request for services (RFS), notification of client services, billing for services, and communication via e-mail.
Therefore, it is vital that the Q System be checked for these items a minimum of two times a day (at least once in the AM and once in the PM).
- 8.6 The provider agency shall notify the FCOA if they are unable to access the Q System for any reason. By doing this, FCOA will be able to identify and respond to these problems in the most efficient and effective manner possible.
- 8.7 The computer requirements may be updated if deemed necessary by FCOA. The provider is required to comply with computer-related policies and procedures as directed in other sections of the Conditions of Participation and Service Specifications or as defined by the FCOA.