

### UNION COUNTY HUMAN SERVICES

Department of Job and Family Services **Senior Services** Union County Agency Transportation Service (UCATS)

940 London Ave., Suite 1800 Marysville, Ohio 43040

P 937.644.1010 F 937.644.8700

## **NOTICE – REQUEST FOR SEALED PROPOSALS Union County Human Services**

In-Home Services for Union County Senior Services – 2024 & 2025

Proposal Due Date: September 7, 2023, at 4:30 PM

The Board of County Commissioners acting through Union County Senior Services (UCSS), is now accepting sealed proposals for in-Home Services for the 2024 and 2025 calendar years from organizations that wish to provide in-home services that will help the senior population of Union County to live safely in their homes. Services include but are not limited to: Homemaking, Personal Care, In Home Respite Care, Emergency Response Systems, Medication Dispensers, Durable Medical Equipment and Supplies, Minor Home Modifications, and Adult Day Services.

A copy of this Notice is posted at https://PublicNoticesOhio.com. The complete Request for Proposals (2024 and 2025) is available online on Union County Senior Services' website https://www.unioncountyohio.gov/senior-services-home, upon request, by email to union accts revc@jfs.ohiol.gov.

Submit sealed proposals by September 7, 2023, at 4.30 P.M. to the attention of Deputy Director Janell Alexander at the address listed below with the subject line: Contract Services for Senior Services.

**Union County Human Services** 940 London Avenue, Suite 1800 PO Box 389 Marysville OH 43040

Email: union accts recv@jfs.ohio.gov

The name of each RFP responder will be publicly announced at that time.

Union County reserves the right to contract with multiple organizations in a service category. Union County may award contracts to the offerors whose proposal is the most advantageous to Union County Senior Services taking into consideration the evaluation factors and criteria in the complete Request for Proposals. Union County may award contracts in whole or in part to one or more offerors. Union County reserves the right to make awards throughout 2024 and 2025 depending on the County's needs and availability of new providers in the community. Union County reserves the right to reject any or all proposals.

Union County Senior Services, 940 London Avenue, Suite 1800, Marysville, OH, 43040, is responsible for the publication of this Notice.

| Union County Senio | or Services |
|--------------------|-------------|
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#### To The Publisher:

Please publish the foregoing Notice in its entirety one (1) time.

As provided in R.C. §7.16

- Please post the foregoing Notice in its entirety on <a href="https://www.PublicNoticesOhio.com/">https://www.PublicNoticesOhio.com/</a>
- Please run a single (1) insertion of the following abbreviate form one (1) one week after the foregoing full-format publication date.

Please provide a Proof of Publication to the Union County Human Services, Suite 1800, 940 London Avenue, Marysville, Ohio, 43040

Cost of this notice should be billed to Union County Senior Services.

Abbreviated Form:

Notice-Revised Request for Proposals

The Board of County Commissioners invites qualified Respondents to submit Proposals under R.C. 307.362 for In-Home Services for Union County Senior Services – 2024 & 2025 to provide various in-home services that will help the senior population of Union County to live safely in their homes.

Proposals must be received by 4.30 p.m. EST on Thursday, September 7, 2023, at the Union County Human Services Offices, 940 London Avenue, Suite 1800, Marysville, Ohio 43040, or union accts recv@jfs.ohio.gov.

A copy of the complete Notice is posted at <a href="https://PublicNoticesOhio.com">https://PublicNoticesOhio.com</a>. The complete Request for Proposals (2024 and 2025) is available online on Union County Senior Services' website <a href="https://www.unioncountyohio.gov/senior-services-home">https://www.unioncountyohio.gov/senior-services-home</a> Union County Senior Services, 940 London Avenue, Suite 1800, Marysville, Ohio, 43040; 937-644-1010; <a href="mailto:union-accts-revc@jfs.ohiol.gov">union-accts-revc@jfs.ohiol.gov</a> is responsible for publication of this notice.

# Union County Human Services Union County, Ohio

**SENIOR SERVICES** 

## REQUEST FOR SEALED PROPOSALS Union County Human Services

In-Home Services for Union County Senior Services – 2024 & 2025

RFP Release Date: August 10, 2023

Proposal Due Date: September 7, 2023 at 4:30 PM

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#### **Union County Senior Services Request for Proposals (RFP)**

#### **Overview and Background**

Union County Senior Services utilizes funding from the Union County sales tax levy as well as federal and state funding to provide a variety of in-home services to older adults in Union County.

The Board of County Commissioners, Union County, Ohio, acting through Union County Senior Services is seeking sealed proposals under Ohio R.C. §307.862 from qualified RFP responders (Responders) to furnish In-Home Services to older adults in Union County, Ohio during calendar years 2024 and 2025 from organizations that wish to provide in-home services that will help the senior population of Union County to live safely in their homes. Services include but are not limited to: Homemaking, Personal Care, In Home Respite Care, Emergency Response Systems, Medication Dispensers, Durable Medical Equipment and Supplies, Minor Home Modifications, and Adult Day Services.

Previously Union County has awarded In-Home Services contracts on an annual basis. For 2024-2025, Union County seeks proposals for a two-year contract period to provide increased certainty for successful Responders and to increase administrative efficiency.

#### RFP Release, Deadlines, and Timetable

RFP Release Date - Thursday, August 10, 2023

RFP Submittal Deadline – 4:30 pm, Thursday, September 7, 2023

#### **Proposal Review and Selection Process**

Union County Senior Services anticipates a four-week timeline to conduct the proposal review and selection process. Union County Human Services reserves the right to reject any or all proposals as determined by Union County Human Services. Union County reserves the right to conduct post-proposal discussions with any Responder(s). Union County reserves the right to short list the submitted proposals and conduct a panel review. During this process, Responders may be asked to formally present their proposals to Union County. Union County reserves the right to reject all proposals and portions of submitted proposals. The Board may award a contract to the offeror whose proposal is determined to be the most advantageous to the county, taking into consideration the evaluation factors and criteria set forth in the request for proposals. The Board may award a contract in whole or in part to one or more offerors. Union County reserves the right to contract with multiple organizations in a service category. Union County reserves the right to make awards throughout 2024 and 2025 depending on the County's needs and availability of new providers in the community. Union County reserves the right to reject any or all proposals.

#### RFP Response Components, Requirements, and Options

#### **Instructions for Completion of Proposal**

Respondents are responsible for examining all conditions of participation and relevant service specifications and requirements in this Request for Proposals before submitting a Proposal.

#### **Organization Contact Form**

Please use this form to identify the Respondent, to provide contact information and pertinent information about the people allowed to complete this Proposal, the contact person designated to work directly with Union County Senior Services (UCSS) in receiving referrals and the person designated to handle billing. In addition, confirm that you agree to comply with the attached Conditions of Participation and any and all Service Specifications that apply to your Proposal. All individuals involved in the administration of, and provision of services must be both aware of and in compliance with these specifications.

#### **Service Quotation Sheet**

This document provides each Respondent the opportunity to state what services it will provide and the cost per unit. For the services that you wish to provide, indicate the unit cost and the geographic area that you will serve. Provide a unit cost for 2024 and 2025. Under Service Area select service area zip codes if you do not plan to serve all of Union County. If you serve the entire County, indicate "county-wide." A list of zip codes is attached. The period covered by this proposal and resulting purchase of service agreement shall begin from the date of award through December 31,2025.

#### **Statement of Organizational Purpose**

Please describe your organization, its history and mission.

#### **Disclosure of Ownership**

List the names of all individuals and organizations having direct or indirect ownership interest of 5 percent or more in the Respondent entity.

#### **Certificate of Good Standing**

If the Respondent is a corporation or a limited liability company, please submit a copy of the current Certificate of Good Standing issued by the Secretary of the State of Ohio with the proposal.

#### **Workers' Compensation Certificate**

Please provide a copy of your agency's current Ohio Bureau of Workers' Compensation Certificate of Premium Payment with the proposal. If the Responder does not have an active Workers' Compensation account, please explain.

#### **Documentation of Insurance Coverage**

Please provide a certificate of insurance for the required liability coverage with the proposal. Updated certificates of insurance will be required during the contract term. Before providing services, the successful Respondent must provide both a certificate of insurance naming Union County as an additional insured as the insurance relates to the work done, service provided, and/or product delivered, and policy provision or endorsements as may be required for the services or products provided and documenting the County's additional insured status.

#### Non-Discrimination and Equal Employment Opportunity Statement

All Respondents must complete and sign the attached non-discrimination and equal employment opportunity document.

## **Zip Codes Served in Union County**

Broadway 43007 43029 Irwin Magnetic Springs 43036 Marysville 43040 Milford Center 43045 Plain City 43064 Raymond 43067 Richwood 43344 Unionville Center 43077 West Mansfield 43358

## **Organization Contact Form**

| <ol><li>Respondent'</li></ol>   | s Name                               |  |   |
|---------------------------------|--------------------------------------|--|---|
|                                 |                                      |  |   |
| Physical Addres                 | SS                                   |  |   |
| Mailing Addres                  | S                                    |  | Area Code/ Phone  |
| City                            | State                                | Zip                                      | <br>Email   |
| 2) Federal Tax                  | (ID Number:                          | ·<br>                                    |   |
| 3) Type of Age                  | ency: ( ) Public ( )                 | Private/Non-Profit                       | ( ) Private/For-Profit  |
|                                 | position of perso                    | _  | proposal/contract for Responder osition:  |
|                                 |                                      |  |   |
| Mailing Addres                  | S                                    |  | Area Code/Phone   |
| City                            | State                                | Zip                                      | Email   |
| 5) Name and 6 coordinate serv   |                                      | contact person who                       | Union County Senior Services is to  |
| Name                            |                                      |  | Email   |
| 6) Name and e                   | e-mail address of                    | fiscal/billing contac                    | t person.   |
| Name                            |                                      |  | Email   |
| I am authorized read, understoo | d to commit the abod, agreed to, and | oove organization to obligate the Respon | tion in the Purchase of Service Proposal. fulfill these conditions. Further, I have ident to provide the service(s) described the service are submitting a quotation. |
| Signature                       |                                      | Title                                    | Date  |

## Non-Discrimination and Equal Opportunity Employment Unsworn Statement

(Made on penalty of perjury)

| On behalf of                                    | , the Responder making this proposal, I                  |
|---|--|
| affirm that Responder does not and will no      | ot discriminate against any employee or applicant for    |
| employment on the basis of race, disability     | y, religion, color, sex, or national origin.             |
| If awarded a contract under this proposal,      | Respondent shall take affirmative action to make         |
| sure employees are treated during employ        | ment without regard to their race, disability, religion, |
| color, sex, or national origin. If successful u | under the foregoing proposal, Respondent shall post      |
| non-discrimination notices in conspicuous       | places available to employees and applicants for         |
| employment setting out the provisions of        | this Statement.  |
| If awarded a contract under this proposal,      | Respondent shall post non-discrimination notices in      |
| conspicuous places available to employees       | s and applicants for employment setting forth the        |
| provisions of this Statement. Further, Resp     | oondent does not and shall not discriminate on the       |
| basis of race, color, religion (creed), sex, ag | ge (except as permitted by law), national origin         |
| (ancestry), disability, marital status, militar | ry status, genetic information, gender identity, sexual  |
| orientation, low-income status, or limited      | English proficiency in providing its services.           |
| I affirm that I have full authority to make t   | his Statement and that I have the knowledge              |
| necessary to make these statement truthfo       | ully.  |
|   |  |
|   | Respondent   |
|   | By:  |
|   | Signature  |
|   | Name:  |
|   | Position:  |
|   | Date:  |
|   | Address:   |
|   |  |
| Witness:  |  |
| Signature                                       |  |
| Name:   |  |
| Date:   |  |

#### **Proposal Format**

By 4:30 pm ET on September 7, 2023, all Responders must submit either:

- One (1) printed, paper copy of all proposal materials; or
- One (1) electronic file copy of all proposal materials in Portable Document Format (PDF) as an email attachment.

The proposal must be signed by individual(s) legally authorized to bind the Proposer(s) and must contain a statement that the proposal and the prices contained therein shall remain firm for a period of one hundred-eighty (180) days after September 7, 2023.

#### Proposal submittal address:

To the attention of Deputy Director Janell Alexander at the address listed below with the subject line: Contract Services for Senior Services.

Union County Human Services 940 London Avenue, Suite 1800 PO Box 389 Marysville OH 43040

Email: union accts recv@jfs.ohio.gov

The name of each RFP responder will be publicly announced at that time and place. RFP responder attendance is optional. Submitted proposals shall Not be made publicly available until after a project agreement has been successfully executed with the selected Responder.

The submitted bids shall be clearly marked "In-Home Services for Union County Senior Services – 2024 & 2025" on the front of the envelope or the top of the package that encloses the proposal documents.

Responders shall not contact any person who is an employee, officer, elected official or agent of Union County, to discuss this RFP, except Union County's Authorized Representative. Union County may disqualify any Responder who makes such contact.

Responders may submit their proposals before the stated deadline. Failure to submit the required formats by this deadline may result in disqualification from the RFP process. Union County shall bear no responsibility for the cost of preparing and submitting proposals by any Responder. No extensions shall be granted for responses to this RFP.

#### **EVALUATION CRITERIA AND SCORING**

Union County will select a Responder which it determines to be capable of providing a high-quality product at a reasonable cost, in accordance with Section 307.86 of the Ohio Revised Code. The following is a partial list of criteria which will be used to evaluate proposals:

- Similar project experience, personnel knowledge and qualifications
- Compliance with RFP instructions and requirements
- Project costs, including estimated boring and trenching/plowing distance details
- Proposed project timeline (materials ordering, ODOT permit process, installation, etc.)
- Subcontractor details
- References

Union County reserves the right to reject any proposal and all proposals, or to increase or decrease or omit any item or items, or to waive any informality in any proposal(s) as determined by Union County.

#### Terms, Conditions, Limitation, and Exceptions

- A. This RFP does not obligate Union County Senior Services to issue an award or to pay any costs of preparing a proposal in response to this RFP.
- B. The proposals will become part of Union County Senior Service's official files with no obligation on Union County's part.
- C. Union County Senior Services shall not be held accountable if material from proposals is obtained without the consent of the Responder by parties other than Union County, at any time during the proposal evaluation process.
- D. All proposals received and any or all-supporting documentation are subject to the Ohio Public Records Act and Ohio law generally. However, in accord with R.C. §307.862(C), proposals and related documents or records related to negotiations will not be available for inspection or copying until after the award of a contract. Union County Senior Services will use due diligence to protect materials conspicuously marked by any Responder as "proprietary," "trade secret "or "confidential". General technology approach or business model information does not constitute "proprietary," "trade secret" or confidential information. If Union County Senior Services receives a request for such documents or records, Union County Senior Services will notify the submitting Responder of such a request at least three (3) business days before producing any such record. The submitting Responder may, at its sole cost and expense, object to any such production of such records and to pursue any and all remedies available to it, whether in law or in equity, to protect it Intellectual Property interests in the records. If the submitting Responder does not take action to protect the requested records within five business days after notice from Union County Senior Services, Union County Senior Services will respond to the records request using its reasonable judgment.

- E. Responder(s) shall offer no gratuities, favors, or anything of monetary value to any official or employee of Union County.
- F. Responder(s) shall not collude in any manner, or engage in any practices, with any other Responder(s), which may restrict or eliminate competition or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for: (1) responding to this RFP, or (2) establishing a project team with the required experience and/or capability to provide the services specified. Conversely, Union County can combine or consolidate proposals, or portions thereof, for the purposes mentioned.
- G. All proposals submitted must be the original work product of the Responder. The copying or paraphrasing of the work product of another Responder is not permitted.
- H. The RFP and the related responses of the selected Responder may by reference become part of any formal agreement between the selected Responder and Union County. Union County and the selected Responder may negotiate a contract or contracts for submission to Union County for consideration and approval. If an agreement cannot be reached with the selected Responder, Union County reserves the right to select an alternative Responder.
- I. Union County reserves the right to negotiate with alternative Responder(s) the exact terms and conditions of the contract.
- J. Granting of exclusive negotiation rights does not commit Union County to accept all or any term of the proposal(s). The final terms of any agreement will be agreed upon during negotiations. Negotiations may be terminated at any time by Union County for failure to reach mutually acceptable terms.
- K. Union County reserves the right to request clarification of any proposal after all proposals have been received.
- L. Union County reserves the right to select elements from different individual proposals and to combine and consolidate them to best serve Union County's interest. Union County reserves the right to reduce the scope of the project and evaluate only the remaining elements from all proposals. Union County reserves the right to reject specific elements in any proposal and to complete the evaluation process based only on the remaining items.
- M. Any disputes arising out of this agreement that result in litigation shall be litigated in the appropriate court in Union County, Ohio.
- N. This RFP, the responses thereto, and any awarded contract shall for all purposes be construed and enforced under the laws of the State of Ohio. All Responders shall comply with any applicable orders, rules, or regulations of the Federal Communications Commission ("FCC"), Public Utilities Commission of Ohio ("PUCO"), and Federal and State law in submitting a response to this RFP, and during the term and in performance of any contract awarded because of this RFP.
- O. Entities submitting proposals must be able to enter into a legally binding contract. All contract(s) amount(s) resulting from this solicitation will be paid directly to the entity

- submitting accepted proposal(s). In any accepted proposal(s), to authorize payments directly to another third party upon contracting the proposing entity may be required to fully execute such proper payment authorization forms as acceptable to Union County.
- P. Union County reserves the right to conduct, for security reasons, a lawful background investigation on the selected Responders, its principal party, personnel, or subcontractors. Responders agree to cooperate with Union County in this endeavor and to provide any permitted, reasonably necessary information. Union County will, upon the Responder's written request, provide a copy of such background investigations to the Responders, to the extent allowable by law. Dependent upon the results of the background check, Union County may request the Responders to immediately remove an individual from participation on this project. Responders shall not knowingly assign any personnel with records of criminal conviction(s) to this Project without advising Union County of the nature and gravity of the offense. In fulfilling the obligations under this section, Union County and the Responder shall comply with all laws, rules, and regulations relating to making investigative reports and disclosing the information. Union County and the Responder shall, if allowed by law, indemnify, defend, and hold each other harmless against any wrongful disclosure by the indemnifying party, its employees, and/or agents of the reports and the information.
- Q. All selected Responders shall be required during the project to cooperate fully, and in any reasonable manner Union County shall request, with the Union County elected officials, officers, agents, employees, contractors, subcontractors, and volunteers. Further, selected Responders shall have to coordinate their implementation(s) with all other selected Responders and all other projects being undertaken by Union County. If any problem or difficulty should arise regarding such attempts at cooperation and coordination, Union County shall be immediately informed and will determine how the parties are to proceed.

#### CONDITIONS OF PARTICIPATION

#### **CONDITION 1 – AGENCY STRUCTURE**

The Provider is a business or service agency with a history of operating and providing paid home care services to individuals for at least one year before the point of application. A Provider, if a business entity, is in good standing with the Ohio Secretary of State. A Provider operating under a fictitious or trade name shall be properly registered with the Ohio Secretary of State.

#### **Required Elements**

Ohio Administrative Code, Rule 173-39-02 and Rule 173-3-06

- 1.1 The Provider shall document a one-year business history supported by business records and professional references that will show the Provider's ability to perform the duties of the contract and provide high quality services.
  - 1.1.1 The Provider agency must meet at least one of these criteria:
    - a) Provider agency is a current UCSS home care provider. Any present or former UCSS provider agency or agency owner who has had UCSS clients removed from their care or service due to poor performance or noncompliance issues will be examined during the proposal evaluation process.

OR

- b) Provider agency must document a business history of providing home care services to individuals for at least one year before submitting a proposal to UCSS, which is defined as the date of opening of this request for proposal. The following documentation is required with proposal submission:
  - 1. One year business history: Respondent must furnish proof of supporting documentation as evidence of Provider's one year home care service provision. Evidence of paid service provision to consumers for at least one year; written confirmation of the banking relationship during the year before application.
  - 2. One year of Business Insurance: Respondent also must submit supporting documentation of current business insurance coverage. (See Condition 3, Section 3.2 below).
- 1.2 The Provider shall identify 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 written policies. If the provider has a governing board, the provider shall have written bylaws; and if the provider is incorporated, the provider shall have written articles of incorporation.
  - 1.2.3. The Provider's direct service staff shall be eligible for employment under R.C.§3701.881 and R.C.§173.38.

- 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, regulations, and orders, including Public Health Orders.
  - 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 comply with current anti-discrimination laws in service delivery to consumers.

#### **CONDITION 2 — BUSINESS SITE**

The Provider has a fixed permanent location from which to conduct business per Ohio Administrative Code Rule 173-39.02A(3) Rule 173-39-02 - Ohio Administrative Code | Ohio Laws

#### Required Elements:

- 2.1 The Provider shall have a computer with software to document and track services, a printer, a telephone, email, and the capacity, whether by staff or by an answering device, service, or other means, to take telephone calls between 9:00 a.m. and 4:00 p.m., Monday through Friday. Provider shall supply the UCSS with an alternate telephone number to be used for administrative purposes only, in the event of an emergency and the provider cannot be reached at the primary agency telephone number.
- 2.2 The Provider shall use a secure, locked storage space for all UCSS client records.

#### **CONDITION 3 — ADMINISTRATIVE POLICIES**

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

- 3.1 The Provider shall have a system to document services delivered and billed that complies with the UCSS program requirements.
- 3.2 The Provider shall submit evidence of business insurance coverage for the required oneyear business history without a lapse in service at the time of proposal. Throughout the term of the contract, the Provider shall obtain and maintain a comprehensive insurance program affording as a minimum the items described below:
  - 3.2.1 <u>Comprehensive General Liability:</u> \$1,000,000 annual combined single limit per occurrence \$2,000,000.00 aggregate, including coverage for:
    - a) Personal 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,

- b) Broad form Property Damage Liability,
- c) products and completed operations; d) premises and completed operations; and e) contractual liability insuring the obligations assumed by the Provider under the Contract. This insurance does not apply or shall not be construed as being applicable to liability for damages arising out of bodily injury to any person or damage to any property of others resulting from the negligence of the Union County Commissioners, its officers, employees, or agents.
- 3.2.2 Employer's Liability, \$500,000.00, annually
- 3.2.3 Automobile Liability Insurance: \$1,000,000.00, annually, all sums, which the company shall become legally obligated to pay as damages because of injury to or destruction caused by occurrence rising out of ownership, maintenance or use of any automobile, whether owned, non-owned, or hired.
- 3.2.4 Excess Annual Aggregate Limit: \$1,000,000 dollars annually. During the term of this Contract and any renewal thereto, the Contractor, and any agent of the Offeror, at its sole cost and expense shall maintain the required insurance coverage as described in the Contract. County may require the Contractor to provide respective certificate(s) of insurance to verify coverage. Failure to provide a requested certificate within a seven (7) calendar day period may be considered a default.
- 3.2.5 Employee Dishonesty: not less than \$10,000 dollars per employee. This requirement can be included in the agency's general liability policy or in a separate Employee Dishonesty

  Bond from a Bonding or Surety company.
- 3.3 The Provider shall have Certificates of Insurance stating 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 described above. Copies of these Certificates shall be sent to UCSS.
  - 3.3.1 All such Respondent's insurance policies shall be primary and non-contributory.
  - 3.3.2 These policies shall include these special provisions: The company agrees that thirty (30) days before the cancellation or reduction of the insurance afforded by this policy regarding the contract involved, written notice shall be delivered to: Union County Senior Services, PO Box 389, Marysville, OH 43040.
  - 3.3.3 In addition to a Certificate of Insurance, Respondent shall provide endorsements to the underlying policy for the additional insured coverage, as required.
- 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 UCSS. The Provider shall maintain evidence of reporting the incident to UCSS via phone, fax or e-mail.
- 3.6 The Provider shall notify UCSS within 24 hours of any incidents and document the notification on an incident report, which shall be forwarded to UCSS. An incident is defined, per OAC 173-3-01 (Rule 173-3-01 Ohio Administrative Code | Ohio Laws), as "an event that is inconsistent with the routine care or routine provision of services to a consumer. An incident may involve a consumer, caregiver (to the extent it impacts a consumer), provider, provider's staff or facility, another facility, an Area Agency on Aging staff, Ohio Department of Aging staff, or other administrative authorities. Examples of an incident are alleged abuse or neglect, abandonment, an accident, or an unusual situation resulting in an injury to a person or damage to the person's property or equipment." The provider will contact the UCSS case manager to partner in addressing the client challenge and document the notification on an incident report, which shall be forwarded to UCSS. The provider is considered a partner in serving the clients' needs and is to work with the UCSS case manager to discuss, resolve and start a new plan to better serve the client.
- 3.7 The Provider shall maintain a hard copy or electronic file for each UCSS client. Each file shall contain the following information:
  - 3.1.1. Client name, address, and telephone number
  - 3.1.2. Client date of birth and gender
  - 3.1.3. Contact person's name and phone number
  - 3.1.4. UCSS case manager name and phone number
  - 3.1.5. Functional limitations of client relevant to service(s) authorized
  - 3.1.6. Signed and dated documentation of each contact with the client or caregiver, UCSS case manager or other authorized people.
- 3.8 The Provider shall obtain written approval from the UCSS client to release client specific information to sources outside of Union County Senior Services (UCSS) and have a written policy regarding confidentiality. Client information received or submitted shall be treated as confidential.
- 3.9 The Provider shall keep all records supporting service delivery to UCSS clients for six years or until an initiated fiscal audit is completed, whichever is later. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the end of the six-year period, then such records must be retained until completion of the actions and resolution of all issues, or the end of the six-year period, whichever occurs later.
- 3.10 The Provider shall have a written grievance procedure for resolving client complaints. The Provider shall provide all clients with written notice of their right to file a

grievance, which shall include the name and telephone number of the Provider's contact person responsible for addressing grievances.

- 3.10.1 The Provider shall work with the UCSS case manager to resolve any grievance. The provider is responsible for contacting the case manager by phone call, email, or fax to work together to address a grievance. The provider should work with the UCSS case manager to meet the client together, in person or via conference call to address the problem. The Provider shall provide all clients with written notice of their right to file a grievance, which shall include the name and telephone number of the Provider's contact person responsible for addressing grievances.
- 3.10.2 The Provider shall notify the UCSS Case Manager by phone, fax or e-mail of any client complaints reported to the Provider agency.
- 3.11 The Provider shall immediately notify UCSS in writing of any changes to corporate structure, Federal Tax ID#, or if the Respondent is purchased by or merges with another business entity.
- 3.12 if a UCSS Provider wants to be released from the UCSS contract, the provider must submit this request in writing to the UCSS. UCSS requires a 90-day notice of intent to terminate the contract.
- 3.13 The Provider shall not engage in behavior that is a conflict of interest in which the provider can exploit a professional or official capacity for their personal or agency's benefit or interest or may create a lack of objectivity or partiality.

#### **CONDITION 4 — PERSONNEL POLICIES**

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

- 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 UCSS 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 UCSS services.
- 4.3 The Provider shall document in writing, signed and dated by the staff member, completion of an orientation before servicing an UCSS 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) Provider personnel policies
    - c) Incident reporting procedures and policies
    - d) Agency table of organization/lines of communication

- e) Emergency procedures
- 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 UCSS clients. This file shall include:
  - 4.5.1 A resume or application for employment that describes work history.
  - 4.5.2 Written documentation of employee applicant's signed consent for verification of previous employment, training and experience.
  - 4.5.3 Written documentation of Provider confirmation/verification of employee's previous employment, experience and training.
  - 4.5.4 Written verification of licensure/certification and a valid driver's license, if applicable.
  - 4.5.5 A copy of the performance appraisals signed and dated by the employee and staff member conducting the appraisal.
  - 4.5.6 A copy of the UCSS Provider Staff Code of Ethics signed and dated by the employee.
- 4.6 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 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 confirm the hiring consistent with the foregoing statutory references.
  - 4.6.1 The Provider shall maintain a documentation log to support completion of Bureau of Criminal Identification and Investigation (BCII) checks on all service workers and supervisory staff.

#### **CONDITION 5 — SERVICE DELIVERY**

The Provider must deliver services conforming to service specification(s) and the service plan designed and authorized by UCSS. UCSS case managers make referrals and authorize services to providers based on the lowest cost, the highest quality service delivery, and the provider's capacity to deliver the service while being respectful of client choice. UCSS does not guarantee a volume of service for providers. All referrals and authorizations are sent through On-line Referral Form, email or fax.

- 5.1 The Provider shall deliver services in compliance with service specification(s) and under the service plan as authorized by UCSS.
  - 5.1.1 The Provider shall accept or decline a referral within 24 hours or 1 working day. In writing by post, fax, or email to UCSS.
- 5.2 The Provider, its employees, approved subcontractors, or agents, shall deliver services in compliance with any Public Health Order, public health regulation, and consistent

- with Responsible RestartOhio protocols, Sector Specific Operating Requirements of the State of Ohio or Union County, and Guidelines from the United States Centers for Disease Control and Prevention.
- 5.3 UCSS will not pay for services it has not authorized in advance. The Provider shall not contact the UCSS client before UCSS notifies Provider that the service has been authorized.
- 5.4 The Provider shall inform the UCSS case manager if services cannot be started within 10 business days of the referral.
- 5.5 The Provider must have prior approval from the UCSS case manager or supervisor to increase or decrease service units. Any increase to a service schedule agreed upon by the worker and client must have prior approval by the UCSS Case Manager. Failure to obtain prior approval from the UCSS case manager may result in refusal of payment.
- 5.6 The Provider shall notify the UCSS case manager
  - 5.6.1 within one business day by phone, fax or e-mail of:
    - a) Changes in client status (health, mental health, behavioral changes impacting ability to provide services or death)
    - b) Changes in client address
    - c) Client admission to an institution (nursing home, hospital or rehab facility)
    - d) Any change or client status issue that poses a health or safety threat to the client or provider staff or interfere with the delivery of authorized services.
  - 5.6.2 The Provider shall notify the UCSS case manager via phone, fax, or e-mail if the client is repeatedly refusing service or has asked the Provider to cancel services.

By notifying UCSS of these changes, we can work together to help resolve the issues and better serve the clients.

- 5.7 The Provider shall have a written procedures to document service delivery.
  - 5.7.1 The Provider shall obtain documentation signed and dated by the client for each instance of service delivery. 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

- 5.7.2 The Provider shall have a written procedure for verifying service delivery when a client signature cannot be obtained. The Provider shall make this documentation available upon request from the client or UCSS staff.
- 5.8 In the event of a staff member absence, the Provider is responsible for providing a substitute staff member to deliver the services under the authorized care plan schedule.
  - 5.8.1 The Provider may arrange with the client to provide services on another day; however, the Provider shall make every effort to provide the service as authorized in the UCSS 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.
- 5.9 If services cannot be delivered as authorized, the Provider shall notify the UCSS case manager within one working day with the following information:
  - 5.9.1 Client name
  - 5.9.2 Reason service cannot be delivered
  - 5.9.3 If subsequent service visits will be missed
  - 5.9.4 Date client will receive next service
- 5.10 The Provider shall maintain written documentation of all client contacts, case manager contacts, and units of service delivered. The provider shall make the records available upon request.
- 5.11 To promote high quality service delivery, the Provider shall partner with the UCSS in problem resolution of incidents, grievances or complaints.

#### **CONDITION 6 — COMPLIANCE**

The Provider shall comply with all contract requirements, Conditions of Participation, relevant Service Specifications, monitoring and reporting requirements established by UCSS.

Required Elements:

- 6.1 The Provider shall allow representatives of UCSS access to the Provider facility and full access to policies, procedures, records, and other documents related to provision of service to UCSS clients and shall cooperate with the 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 these actions:
  - 6.2.1 A Provider found to be non-compliant with a COP or SS may:
    - a) Must submit a Plan of Correction.
    - b) Be placed on hold for new requests for service/referrals from UCSS.
  - 6.2.2 A Provider 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 UCSS client, may:

- a) Must submit a Plan of Correction
- b) Be placed on an extended hold for referrals
- c) Have their UCSS client's removed from the Provider's care.

The Provider agency must show compliance with the specified terms of the contract before being released from hold status and to resume service provision to UCSS clients.

- 6.2.3 A Provider 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 noncompliance issues which pose a health and/or safety risk to the UCSS client may have contract terminated.
- 6.3 The Provider shall immediately notify UCSS in writing of any of these changes:
  - 6.3.1 Changes in policy related to service delivery
  - 6.3.2 Changes in name, corporate structure, or service provision
  - 6.3.3 Office relocations, changes in phone numbers
  - 6.3.4 Changes in Managerial staff

#### **CONDITION 7 - BILLING**

The Provider shall submit billings to UCSS monthly. The Provider's request for payment is due--by the 15th of the subsequent month following the date of service.

- 7.1 The Provider shall input service units into the UCSS billing system via computer. UCSS will only remit payments to the contracted Provider agency. The Provider's request for payment is due by the 10th of the subsequent month following the date of service.
- 7.2 The Provider shall bill monthly for only those units authorized by UCSS 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. UCSS is not liable to pay costs arising from changes, changes or extra work orders not authorized in advance by UCSS, 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 UCSS.
- 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 UCSS.
  - 7.5.1 UCSS client may cancel a service unit without incurring a charge by notifying the contracting Provider 24 hours before the scheduled time of service. If the

- Provider does not receive a notice of cancellation, the Provider may bill UCSS for a maximum of **one unit** of service, regardless of number of units authorized.
- 7.5.2 If UCSS client is not home during the scheduled service visit or refuses the scheduled service by the Provider, the Provider may bill for a maximum of **one unit** of service.
- 7.5.3 The Provider must document in the client record the reasoning for the cancellation, time Provider was notified, and person who notified Provider.
- 7.5.4 The Provider must notify the UCSS case manager after each unexplained absence or inability to provide the service.
- 7.6 UCSS may refuse payment to the Provider when requests for payment are not received within sixty days of service delivery.
  - 7.7 The compensation paid to a successful Provider and its representatives shall be the sole and exclusive consideration for the goods and/or services provided under that contract. No additional fee, cost, or donation of any sort shall be charged to or solicited from any eligible UCSS client.
    - 7.7.1 The Provider shall not solicit donations from clients whose services are provided under UCSS. This includes prohibition against adding UCSS clients to general solicitation mailing lists.
- 7.8 UCSS 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 UCSS as the last resort.
- 7.10 The Provider shall maintain written documentation of all units of service delivered. UCSS may refuse payment, or require re-payment to the UCSS, for any units of service billed to the UCSS when the Provider agency does not have written documentation to support the provision of service.
- 7.11 UCSS normally makes payments within 45 days from the day the invoice is received.

#### STATEMENT OF COMPLIANCE

| Provider Respondent:  | COMPLIANCE  |
|---|---|
|   | e Union County Senior Services Conditions of tions by indicating "YES" or "NO" in the |
| Respondents who do not show compliance with t<br>Specifications during the evaluation phase will be<br>Failure to show compliance may result in a lower | given three days to show compliance.  |
| Conditions of Participation/Service Specifications  | Agency complies with this requirement (WRITE "YES" or "NO" or "N/A")                  |
| Conditions of Participation ("Yes" or "No" is required of ALL Respondents)  |   |
| Institutional Respite Care Specifications (required ONLY IF bidding for this service)   |   |
| Homemaker Service Specifications (required ONLY IF bidding for this service)  |   |
| Personal Care/Respite Service Specifications (required ONLY IF bidding for this service)  |   |
| Emergency Response Service Specifications (required ONLY IF bidding for this service)   |   |
| Durable Medical Equipment/Home Modification Specifications (required ONLY IF bidding for this service)  |   |
| Adult Day Services (required ONLY IF bidding for this service)  |   |
| <b>I,</b> as the authorized person for the above-named the above referenced Conditions of Participation application.                                    | •   |
| Company Name:   |   |
| By: Signature of Authorized Person  | Date:   |

#### PROFESSIONAL REFERENCES

ANY NEW BIDDER IS REQUIRED TO IDENTIFY THREE (3) PROFESSIONAL REFERENCES as part of the request for proposal submission. Responder should have its Professional References submit their letter directly to Union County Senior Services at 940 London Avenue, Suite 1800, Marysville, Ohio, 43040. Responder should not receive and submit reference letters with its Proposal. The Respondent must include contact information for verification purposes. Acceptable forms of letters of recommendation include those from professional sources. Unacceptable forms of Letters of Reference include those from actual consumers/clients, relatives, or friends.

For one of the Professional References, the Respondent may instead submit a report detailing the results from the agency's most recent Annual Compliance Review from other program funders, such as Department of Developmental Disabilities, PASSPORT, Veteran's Administration or Medicare/Medicaid. Please complete the form below. ONE FOR EACH REFERENCE (Letter or Report) and submit with your proposal.

Failure to submit required documentation will result in your proposal evaluation score being reduced which may result in your total evaluation score not being high enough to qualify for a site visit and subsequent contract award.

REFERENCE #1 IS FROM:

| בוובויוטב אבו וסי        |                 |                     |                 |                 |                            |
|--------------------------|-----------------|---------------------|-----------------|-----------------|----------------------------|
| Contact Person: _        |                 |                     |                 |                 |                            |
| Agency Name:             |                 |                     |                 |                 |                            |
| Agency Address: _        |                 |                     |                 |                 |                            |
| Agency Phone: ( _        |                 |                     |                 |                 | )                          |
| <b>CHECK ONE:</b> Letter | of Recomme      | ndation from CON    | ITACT PERSON    | l (listed above | e) is attached 🖵 <i>OR</i> |
| <b>Report from AGEN</b>  | ICY NAME (lis   | sted above) detail  | ing the results | s from the ag   | ency's most recent         |
| Annual Compliance        | e Review is att | tached 🖵            |                 |                 |                            |
| REFERENCE #2 IS F        | ROM:            |                     |                 |                 |                            |
| Contact Person:          |                 |                     |                 |                 |                            |
| Agency Name:             |                 |                     |                 |                 |                            |
| Agency Address: _        |                 |                     |                 |                 |                            |
| Agency Phone: ( _        | )               |                     | Fax: (          | )               |                            |
| <b>CHECK ONE:</b> Letter | of Recomme      | ndation from CON    | ITACT PERSON    | l (listed above | e) is attached 🖵 <i>OR</i> |
| <b>Report from AGEN</b>  | ICY NAME (lis   | sted above) detail  | ing the results | s from the ag   | ency's most recent         |
| Annual Compliance        | Review is att   | tached $lacksquare$ |                 |                 |                            |
| REFERENCE #3 IS F        | ROM:            |                     |                 |                 |                            |
| Contact Person: _        |                 |                     |                 |                 |                            |
| Agency Name:             |                 |                     |                 |                 |                            |
| Agency Address: _        |                 |                     |                 |                 |                            |
| Agency Phone: (          |                 |                     | Fax: (          | )               |                            |

#### **Durable Medical Equipment & Supplies Service Specifications**

#### 1.0 Definition

The Durable Medical Equipment (DME) & Supplies service promotes functional independence and/or safe, effective in-home care through the provision of health-related equipment and supplies.

#### 2.0 Unit of Service

- 2.1 A unit of service is the item purchased or rented.
- 2.2 The unit rate is the purchase or rental price accepted by Union County Senior Services (UCSS) for the item.

#### 3.0 Provider Agency Requirements

- 3.1 The Provider must provide a cost for the item when requested within three days of UCSS request.
- 3.2 The Provider may only bill for the original price quote submitted to and approved by UCSS, unless a cost revision is prior authorized by UCSS.
- 3.3 The Provider must maintain and/or replace any defective parts or items as specified in warranties.
- 3.4 The Provider must provide professional ongoing assistance when needed, to evaluate and adjust the product delivered or to instruct clients and caregivers in using DME and supplies.
- 3.5 The Provider must maintain individual client records that documents delivery and installation of equipment and supplies, in locked file cabinet or separate office as specified in the Conditions of Participation.
- 3.6 The Provider may not bill until after delivery of item purchased.

#### 4.0 <u>Summary of Required Documentation</u>

The Provider of DME & Supplies service must provide service specific documentation in addition to the documentation requirements of the Conditions of

Participation. The DME & Supplies service documentation required includes:

- 4.1 A record of product delivery and installation.
- 4.2 Catalog and product number of item delivered.

#### **HOME MODIFICATION**

#### 1.0 <u>Definition</u>

Home Modification/Repair includes environmental accessibility adaptations to a client's home designed to promote functional independence and/or safe, effective in-home care. This includes the installation of Durable Medical Equipment and minor home adjustments to promote mobility and safety and enable the client to function with greater independence in the home and remain in the community. Excluded are modifications or improvements of general utility and not of direct medical benefit, or modifications or repairs that are the legal responsibility of the landlord.

#### 2.0 Unit of Service

- 2.1 A unit of service is the item to be purchased, rented or repaired or one incident of a service call.
- 2.2 The unit rate is the product and installation price accepted by Union County Senior Services (UCSS) for the items and service. The rate will include materials, labor and overhead.

#### 3.0. <u>Provider requirements</u>

- 3.1 Before providing a home maintenance, home modification or repair services, the provider will:
  - a.) Provide a written or electronic estimate to UCSS on the cost of the job;
  - b.) Obtain written authorization from UCSS;
  - c.) Obtain written consent of the property owner. If the service is a home modification service, the provider shall obtain written consent that indicates the owner understands that the property will remain in the modified state after the current resident leaves the home;
  - d.) Obtain any permit required by law;
  - e.) Inform any resident at the work site and inform UCSS of any health and safety risks expected while performing the service, and;
  - f.) Schedule a date and time to perform the service that assures a minimal risk of hazard to the resident.
- 3.2 The provider may only perform a service that requires a license or credential is the provider has a current valid license or credential for the service.

#### 4.0 Summary of Required Documentation

- 4.1 After service completion but before billing UCSS, the provider shall:
  - a.) Furnish applicable warranties or inspection reports to verify the work was properly completed.
  - b.) For each service performed, keep a record of the consumer's name, service date, service description, service units, including the consumer's written consent to the service and the consumer's signature.

#### **HOMEMAKER SERVICE**

Rule 173-3-06.4 - Ohio Administrative Code | Ohio Laws

#### 1.0 Definition

Homemaker services enable a client to achieve and maintain a clean, safe, healthy environment; help the client to manage personal appointments and day-to-day household activities as authorized by the case manager.

#### 2.0 Unit of Service

- 2.1 A unit of Homemaker service is one hour of direct client service.
- 2.2 The unit rate shall include administration, supervision, travel and documentation time.

#### 3.0 Provider Agency Requirements

3.1 The Provider shall develop and start an internal Quality Assurance plan, to assure clients are receiving quality services as authorized by UCSS.

#### 4.0 Personnel Qualifications

The Provider staff shall have these qualifications:

#### 4.1 Homemaker Supervisor:

The Homemaker Supervisor must show evidence of one of these qualifications:

a) Is a registered nurse, a licensed practical nurse or a social worker currently licensed to practice in Ohio.

#### OR

b) Have a bachelor's degree or an associate degree in a health or human services field of study.

#### OR

c) Have at least four years of direct home and communitybased service provision experience.

#### 4.2 Homemaker Paraprofessional:

The Homemaker Paraprofessional must show evidence of one of the following staff qualifications:

a) Successful completion of the nurse aide competency evaluation program conducted by the Ohio Department of Health,

#### OR

b) Successful completion of the Medicare competency evaluation program for home health aides without a 24-month lapse in employment as a nurse aide or home health aide

#### OR

 One year of paid supervised employment experience in a health or human services field, and successful written and skill testing by return demonstration,

#### OR

 Successful completion of a certified vocational program in a health-related field and successful written and skill testing by return demonstration.

- e) Successful completion of at least twenty hours of training and skill testing by return demonstration that includes, but is not limited to:
  - 1) Housecleaning Skills
  - 2) Meal preparation/Nutrition
  - 3) Laundry
  - 4) Basic Home Safety
  - 5) Universal Precautions and Infection Control
  - 6) Communicable Diseases
    - Hand washing
    - Disposal of bodily waste
  - 7) Body mechanics for direct service worker
  - 8) Communication and Listening Skills
  - 9) Client mobility
  - 10) Emergency Protocol
  - 11) Role and Expectations of Homemaker paraprofessional
  - 12) Documentation Skills
- 4.3 The twenty hours of instruction do not include agency orientation.
- 4.4 The twenty hours of instruction may be provided via a combination of classroom and supervised field experience.

#### 5.0 Homemaker Paraprofessional Supervision

The Provider shall assure that a Homemaker paraprofessional performs services outlined in the UCSS authorized care plan and that the Provider's supervisor oversees the Homemaker staff member in client care tasks.

- 5.1 The supervisor shall complete and document a home visit to confirm the daily activities of the Homemaker paraprofessional before client care is started.
  - a) The supervisor shall prepare a written initial client assessment and homemaker daily care plan specific to each client and consistent with the UCSS authorized plan.
  - b) The supervisor shall obtain client's signature and date on the care plan.
  - c) The supervisor shall provide each Homemaker paraprofessional with a copy of the daily plan for each client assigned.
- 5.2 The supervisor shall evaluate the Homemaker paraprofessional's compliance

with the daily care plan and UCSS authorized plan at least once every **ninety days**. Results of the evaluation shall be documented in a written **Client Supervisory Visit Report** and shall include:

- a) A review of documented Homemaker client contacts including list of tasks performed and client's response to service.
- b) A supervisory visit with the client in the client's home.
- c) The supervisor shall obtain client's signature and date on the *Client Supervisory Visit Report*.
- 5.3 The supervisor shall complete, sign, and date the *Client Supervisory Visit Report* every ninety days and maintain documentation.
  - a) Under Ohio Administrative code 173-3-06.4 during a state of emergency supervisory visits may be completed telephonically, video conference or in the home.
  - b) Initial home supervisory reports are to be conducted in the home.
- 5.4 The supervisor shall assure that documentation for each episode of service delivery includes the tasks performed, the client's response to the service, the date of the service, the time in/out, and the signatures of the client/caregiver and the homemaker paraprofessional.

#### 6.0 Continuing Education

The Provider shall insure the proper number of continuing (in-service) education for each Homemaker paraprofessional is completed annually, per Ohio Department of Health.

- 6.1 The Provider shall maintain signed documentation of Homemaker staff participation in continuing education sessions.
- 6.2 The eight hours of continuing education requirement is in addition to the twenty hours of training instruction and skill testing.
- 6.3 these topics are recommended for Homemaker paraprofessional continuing education instruction.
  - a) Health and Wellness
  - b) Normal Aging
  - c) Illness and Disability
  - d) Chronic Diseases
  - e) Special Needs of the Elderly
  - f) Death and Dying
  - g) Universal Precautions

#### 7.0 Duties and Responsibilities

The Provider shall assure Homemaker paraprofessional assignment and capability to perform services outlined in the authorized care plan and/or requested by the client, which may include any of the following tasks.

#### 7.1 House Cleaning:

- a) Dusting and straightening furniture
- b)Cleaning floors and rugs by wet/dry mop and vacuum sweeping
- c) Cleaning the kitchen, including washing dishes, pots, and pans
- d)Cleaning the outside of appliances, counters, and cabinets
- e) Maintaining a clean bathroom, including cleaning the tub, shower, sink, toilet bowl and medicine cabinet; emptying and cleaning commode chair/urinal
- f) Changing linens and making beds
- g) Washing inside windows within reach from floor
- h)Removing trash from the home

#### 7.2 Routine Meal Activities:

- a) Meal preparation
- b) Planning grocery purchases
- c) Cleaning of eating and food preparation areas

#### 7.3 Laundry:

- a) Separating, washing, and drying client's clothes and linens in the client's home or at the Laundromat. If using a Laundromat, only one client's clothing may be laundered in a single machine; mixing clients' clothing is not allowed.
- b) Folding and ironing clothes and linens
- c) Putting away finished laundry

#### 7.4 Basic Home Safety:

- a) Identify and report safety hazards to immediate supervisor
- b) Eliminate safety hazards with client and supervisor approval

#### 7.5 Transportation Activities:

a) Running errands outside of the consumers presence such as grocery shopping help.

b) Homemaker service does not include transportation service under rule 173-3-06.6 of the Ohio Administrative code. All duties and responsibilities are completed with feet maintained on the floor.

## 8.0 <u>Summary of Required Documentation</u>

The Provider of Homemaker services shall maintain the following documentation:

| Required Documentation       | Due Date             | Remarks                   |
|------------------------------|----------------------|---------------------------|
| Initial Client Assessment    | Before start of care | Provider must maintain    |
| and Homemaker Care Plan      |                      | original documentation in |
|                              |                      | client record             |
| Client Supervisory Visit     | Every 90 days        | Provider must maintain    |
| Report                       |                      | original documentation in |
|                              |                      | client record             |
| Supervisor and               | As needed            | Provider must maintain    |
| Homemaker                    |                      | original documentation in |
| case                         |                      | client record             |
| consultation and             |                      |                           |
| Documentation signed and     | As provided          | Provider must maintain    |
| dated by the client for each |                      | original documentation in |
| service deliverv             |                      | client record             |
| Staff Continuing Education   | Annual — 8 hours     | Provider must maintain    |
|                              |                      | documentation in          |
|                              |                      | employee staff file       |

#### PERSONAL CARE/RESPITE SERVICES

Rule 173-3-06.5 - Ohio Administrative Code | Ohio Laws

#### 1.0 Definition

Personal Care/Respite (PC/R) services enable a client to achieve optimal function with Activities of Daily Living (ADL) and Instrumental Activities of Daily Living (IADL) and/or provide the client's informal caregiver a respite from care-giving duties. Personal care help may include help with personal hygiene, grooming, foot care and moving about the home. All services will be provided in the client's home of residence.

#### 2.0 Unit of Service

- 2.1 A unit of service is one hour of direct in-home service to the client.
- 2.2 The unit rate shall include administration, supervision, travel and documentation time.

#### 3.0 Provider Agency Requirements

- 3.1 The Provider must assure service delivery capability seven days a week.
- 3.2 The Provider shall have a written policy that addresses workers handling of client funds.
- 3.3 The Provider shall have a mechanism to verify:
  - a) That the PC/R aide is present at the scheduled time and location where services are to be provided
  - b) At the end of each working day, whether the provider's employees have provided the services at the proper time and location
  - c) A protocol to be followed in scheduling a substitute worker when the monitoring system identifies that an employee has not provided home care services at the proper time and location, including standards for determining the time that may elapse without jeopardizing the health and safety of the consumer
  - d) Procedures for maintaining records of the information obtained through the monitoring system, and compiling annual reports which include statistics on the rate at which home care services were provided at the proper time and location
  - e) Procedures for conducting random checks of the accuracy of the monitoring system. For purposes of conducting these checks, a random check is a check of not more than five per cent of the home care visits the provider's employees make to different home care dependent adults within a particular work shift.

#### 4.0 Personnel Qualifications

The Provider shall assure that position descriptions and PC/R staff have these qualifications:

4.1 PC/R Aide:

- a) High school graduate, **OR** has completed a GED or equivalent, **OR** has at least two years of work experience in a health and human services field.
- b) Training and Skill Testing Criteria: All individuals providing PC/R services meet at least <u>ONE</u> of these criteria before serving an UCSS client:
  - Current State Tested Nursing Assistant (STNA) or certified home health-aide without a 24-month lapse in employment.
  - One year experience as an institutional nursing aide or supervised in-home Home Health Aide within the past three years. PC/R Aide must successfully complete written testing and skills testing by return demonstration (either in classroom environment or in the field under supervision of RN Supervisor).
  - Successful completion of sixty hours PC/R Aide or Home Health Aide training and skill testing conducted by the Provider agency that includes the training and skill testing components.
- 4.2 Personal Care/Respite Supervisor/Registered Nurse:
  - a) Has current Ohio licensure as a Registered Nurse with at least one (1) year nursing experiences post licensure. **OR** current Ohio licensure as a Licensed Practical Nurse under the direction of an RN.

#### 5.0 Training and Skill Testing Components

- 5.1 Each PC/R Aide must receive sixty hours of training and skill testing by return demonstration, unless exempted under Section 4, item 4.1.b:
  - a) Communication skills, including ability to read, write and make brief and accurate oral or written reports.
  - b) Observation, reporting and documentation of client status and services provided.
  - c) Reading and recording temperature, pulse and respiration.
  - d) Universal precautions for infection control procedures.
  - e) Basic elements of body functioning and changes in body function that should be reported to supervisor.
  - f) Maintenance of a clean, safe and healthy environment of house cleaning that include dusting furniture; sweeping, vacuuming, and washing floors; kitchen care, including dishes, appliances, and counters; bathroom care; emptying and cleaning bedside commodes and urinary catheter bags; changing bed linens; washing inside windows within reach from floor; removing trash; and washing and drying, folding, ironing, and putting away laundry.

- g) Recognition of emergencies; knowledge of emergency procedures; and basic home safety.
- h) The physical, emotional and developmental needs of the client, including the need for respect of person and property, and privacy.
- Appropriate and safe techniques in personal hygiene and grooming that include: bed, tub, shower, and partial bath techniques; shampoo in sink, tub or bed; nail and skin care; oral hygiene; toileting and elimination; safe transfer and ambulation; normal range of motion and positioning; and adequate nutrition and fluid intake.
- j) Meal preparation and nutrition planning that include special diet preparation, grocery purchase, planning and shopping, and errands.
- 5.2 Documentation of successful completion of training and skills testing shall be placed in the personnel file of the PC/R Aide and shall include:
  - a) Signatures of both the RN Supervisor/Trainer/Tester and PC/R Aide.
  - b) Training site information and location
  - c) Dates of and length of training (number of hours).
  - d) Instruction materials given and a description of the content/subject areas
  - e) All testing results.

#### 6.0 Continuing Education

The Provider shall assure the completion of at least eight hours of continuing (in-service) education for each PC/R Aide annually.

- 6.1 The Provider shall maintain documentation of PC/R Aide participation in continuing education sessions.
- The eight-hour continuing education requirement is excluded during the first year of employment for those staff members completing the 60-hour training/skill testing requirement.

#### 7.0 Duties and Responsibilities of the PC/R Aide

The Provider shall assure PC/R Aide assignment and capability to perform services outlined in the UCSS authorized plan that may include any of the following client care tasks.

- 7.1 Personal Hygiene and Care:
  - a. Bathing: bed, tub, shower, complete, partial and/or supervision of the client bathing activities
  - b. Oral hygiene, including denture care
  - c. Hair care
  - d. Shaving

- e. Perineal care
- f. Skin care
- g. Nail and foot care, unless contraindicated by client's condition
- h. Dressing and grooming

#### 7.2 Mobility:

- a. Turning and positioning
- b. Assisted transfers and ambulation, with and without assistive devices
- c. Passive range of motion exercises under the direction of the RN and/or Physical Therapist

#### 7.3 Elimination:

- a. Measure intake and output (I&O)
- b. Help with bedpan, beside commode, toileting activity
- c. Incontinent care
- d. Catheter care, limited to cleansing and positioning of external parts of drainage systems and emptying drainage systems

#### 7.4 Nutrition:

- a. Meal planning and preparation
- b. Cleaning of eating and food preparation areas
- c. Recording weight, nutritional and fluid intake as requested

#### 7.5 Homemaking:

- a. Cleaning of the client's bedroom: bed making, occupied and unoccupied, including linen change
- b. Cleaning of the client's bathroom: tub, sink, commode, vanity, and floor
- c. Laundry, client's personal bed linen, towels, underwear, sleeping gowns and other clothes
- d. Dishwashing
- e. Trash removal
- f. Vacuuming

#### 7.6 Safety:

- a. Identify and report safety hazards to immediate supervisor
- b. Eliminate safety hazards with client and supervisor approval

#### 7.7 Other:

- a. Reality orientation and sensory stimulation
- b. Listen and Converse when helping under respite care.
- c. Complete errands: i.e., securing groceries without consumers presence.
- d. Accompany client to appointments

#### 8.0 Special Tasks that shall not be assigned to the PC/R Aide

The Provider shall assure that the PC/R Aide <u>shall not</u> administer any medication. This includes, but is not limited to, the administration of over-the-counter (OTC) medications to be ingested, oral prescription medications or the application of topical prescription medications.

#### 9.0 PC/R Aide Supervision

The Provider shall assure that a PC/R Aide performs services outlined in the UCSS authorized plan and that a registered nurse (or an LPN under the direction of an RN) supervises the PC/R Aide in client care tasks.

- 9.1 The supervisor shall complete and document a home visit to define the expected daily activities of the PC/R before client care is started.
  - a) The supervisor shall prepare a written initial client assessment and PC/R Aide care plan specific to each client consistent with the UCSS authorized plan.
  - b) The supervisor shall obtain client's signature and date on the care plan.
  - c) The supervisor shall provide each PC/R Aide a copy of the care plan for each client assigned.
  - 9.2 The supervisor shall evaluate PC/R Aide compliance with the care plan and UCSS authorized plan at least every 60 days. During a state of emergency, supervisor may conduct visit by telephone, video conference, or in the consumer's home.
    - a) Review the PC/R Aide documented client contacts to assure PC/R task completion follows the care plan and UCSS authorized plan.
    - b) Complete and document a PC/R supervisory visit to client at least every 60 days to evaluate PC/R compliance with the care plan and UCSS authorized plan.
    - c) The supervisor shall obtain the client's signature and date on the *Client Supervisory Visit Report*.
- 9.3 The supervisor shall assure that the PC/R Aide and the client/caregiver sign

- each episode of PC/R service delivery, including a listing of tasks performed by the PC/R Aide and client response to the service, the date and time in/out.
- 9.4 The supervisor shall evaluate client response to the care plan and reflect any problems identified by the client through the documentation review and supervisory visit process.
- 9.5 The supervisor shall complete and sign/date the *Client Supervisory Report* every 60 days and maintain documentation.
- 9.6 The Provider shall assure that the RN/Supervisor is available to Personal Care/Respite aides for emergencies during hours-of-service provision.

10.0 Summary of Required Documentation

| Required Documentation           | Due Date                    | Remarks                    |
|----------------------------------|-----------------------------|----------------------------|
| Initial Client Care Plan         | Before start of client care | RN preferred. Provider     |
| Assessment and PC/R              |                             | maintains original copies. |
| care plan                        |                             |                            |
| Client Supervisory               | Every 60 days               | RN only. Use <i>Client</i> |
| <b>Report</b> (evaluate existing |                             | Supervisory Report or      |
| care plan)                       |                             | other approved format.     |
|                                  |                             | Complete with signatures   |
|                                  |                             | and dates.                 |
|                                  |                             |                            |
|                                  |                             |                            |
| Supervisor and PC/R case         | As needed                   | Provider                   |
| consultation and                 |                             | maintains original         |
| communication                    |                             | copies.                    |
| Staff continuing education       | Annual - eight hours        | Exempt for 1St year if 60- |
|                                  |                             | hour skills test           |
|                                  |                             | completed. Providers       |
|                                  |                             | maintain original          |
|                                  |                             | documents in employee      |

#### NURSING SERVICES

#### 1. **Definition**

Nursing services to facilitate a safe and effective management of both over- the-counter and prescription medications by helping the client with a safe medication regime and achieving medication compliance.

#### 2. Unit of Service

- 1. A unit of nursing service is one hour of direct client service.
- 2. A unit shall include administration, supervision, travel, and documentation time.

#### 3. **Provider Agency Requirements**

1. The provider must develop an internal Quality Assurance plan, to assure client safety practices and receiving quality of care as authorized by UCSS.

#### 4. **Personnel Qualifications**

- 1. The Provider shall assure the staff for nursing position have the following qualifications
  - i.Current license or credential to work as an RN in Ohio

OR

ii.Current license as a Licensed Practical Nurse in Ohio and under the direction of an RN.

### 5. **Duties and Responsibilities**

- 1. The Provider shall assure the nurse assigned has capacity to perform services outlined and authorized by UCSS that include:
  - i.Documentation:
  - a) Drug inventory
  - b) Documentation of medication handled
  - c) Service delivery provided
  - ii.Drug preparation:
    - a) Set up of client's medications on a predetermined time frequency authorized by UCSS.

#### **EMERGENCY RESPONSE SYSTEMS**

#### 1.0 Definition

The Emergency Response Systems (ERS) service monitors client safety and provide client access to emergency services through the provision of an electronic communication system.

#### 2.0 Unit of Service

- 2.1 A unit of service is one month of rental for an Emergency Response System.
  - a) Fifteen or less service days in a month is one half unit.
  - b) Sixteen or more service days in a month is one unit.
- 2.2 The unit rate shall include administration, installation, documentation, travel time and maintenance time/fees.

#### 3.0 ERS Unit Requirements

The Provider shall provide documentation that may include manufacturer's specifications, installation instructions, training manuals, compliance with industry standards showing the Emergency Response System and activating devices meet these requirements:

- 3.1 ERS services shall be capable of being activated by a remote wireless device and be connected to the client's primary telephone line, and the provider shall ensure the client has hands-free, voice-to-voice communication with the response center.
- 3.2 ERS devices shall be tested and listed and meet Underwriters Laboratories (UL) safety standards 1637, specification for Home Health Signaling Equipment.
- 3.3 The provider shall provide a variety of remote activating devices for clients with special needs.
- 3.4 ERS services must be usable by visually and hearing-impaired clients and the home ERS equipment must give visual and audible indications of alarm activation.
- 3.5 The Provider is responsible for the cost of any damage incurred to the client's home if there is forced entry into the home due to unit malfunction.
- 3.6 ERS devices shall be waterproof, wearable, and usable by the client.
- 3.7 The ERS unit shall dial a toll-free number to contact the primary or back-up response center.
- 3.8 The ERS unit shall provide uninterrupted functionality.
- 3.9 The ERS unit shall be able to self-disconnect and redial the primary or back up monitoring site without the client resetting the system.
- 3.10 A microphone and speaker in the ERS unit shall ensure effective two-way voice communication.
- 3.11 The ERS unit shall be installed into the client's functioning primary telephone line. The unit must be compatible with a rotary or touch-tone telephone.

- 3.12 The provider shall provide a replacement ERS unit or activating device to the client within 24 hours of notification of system malfunction.
- 3.13 The provider may provide updated equipment to all clients as it becomes available on the market. The provider shall:
  - a) Give UCSS the manufacturer's specifications of the ERS units or activating devices to obtain approval of the change in equipment
  - b) Notify the client/caregiver and UCSS case manager of the change in equipment
- 3.14 If the provider offers monitored smoke detectors in their service provision, the Provider agency and installers of smoke detectors must be certified by the State Fire Marshall.
- 3.15 If an ERS unit or its activating device is lost, the Provider shall make sure UCSS may purchase replacement equipment at cost. Providers shall submit current equipment replacement costs during the Invitation to Bid, on ERS Bidder's Response Form. The Provider shall bill UCSS for any lost equipment via Invoice within 30 days of reported loss.

#### 4.0 Response Requirements

- 4.1 The Provider shall provide evidence that the response center which receives and responds to the ERS signal is staffed 24-hours per day, three hundred sixty-five (365) days per year.
- 4.2 The Provider shall provide evidence that the response center maintains the monitoring capacity to respond to all incoming emergency signals.
- 4.3 The provider shall provide evidence that the response center has back-up monitoring capacity. The back-up shall handle all monitoring functions and all incoming emergency signals if the primary system cannot handle incoming emergency signals.
- 4.4 The provider shall provide evidence that when the response center receives an emergency signal from the ERS unit, the center staff shall respond to the emergency signal within sixty (60) seconds.

#### 5.0 Provider Duties and Responsibilities

- 5.1 The Provider shall maintain documentation of monthly testing of all ERS units. The monthly testing requirement can be met by a monthly call placed to the client, or documentation of automatic testing by the ERS unit to the response center.
- 5.2 The Provider shall provide education and assistance to evaluate and/or adjust the ERS device, or to instruct clients and caregivers in using ERS devices at the time of installation, or after installation upon request from a client, caregiver or UCSS.
- 5.3 The Provider shall maintain individual client records that document:

- a) Delivery and installation date of the ERS unit and activating device, including client (or caregiver) signature verifying service delivery.
- b) All client/responder contacts
- c) A current list of client/responder contacts that is verified and/or updated at least every six months
- 5.4 If the client has activated the emergency signal and needs emergency assistance, the Provider shall tell the UCSS case manager if the responder is contacted as soon as possible during normal business hours. If an emergency occurs after normal business hours, the Provider shall notify the UCSS case manager via phone, fax or e-mail the next working day. The notification should include whether:
  - a) the client was at home
  - b) there was forced entry into the home
  - c) the emergency contact was notified
  - d) the client was transported and where (if available)
  - e) the client's home was secured (if available)
- 5.5 The Provider shall notify the UCSS case manager within two working days if the client requests to have the unit removed, or if the client reports lost or damaged equipment.
- 5.6 The Provider shall notify the UCSS case manager of the initial installation date, within 5 working days of the installation.
- 5.7 The Provider shall notify the UCSS case manager if the unit cannot be installed within 5 days of the date installation was authorized.
- 5.8 The Provider shall retrieve all ERS equipment from client's home within 7 working days from disenrollment by the UCSS Case Manager.
- 5.9 The Provider shall not install a cellular ERS unit when a client has a land line that will accommodate a standard ERS unit.
- 5.10 The Provider shall supply the client/caregiver with a 24-hour, toll free telephone number for service and repairs. This number shall be displayed prominently on the ERS base unit.

(Continued, next page)

## 6.0 <u>Summary of Required Documentation</u>

| Required Documentation            | Due Date             | Remarks                         |
|-----------------------------------|----------------------|---------------------------------|
| Record of service delivery,       | Within 5 days of     | Provider must maintain original |
| including client orientation to   | authorization date   | documentation in client record  |
| the system, and installation date |                      |                                 |
| of the ERS Unit.                  |                      |                                 |
| Record of retrieval of            | Within 7 days of     | Provider must maintain original |
| equipment from client's home      | disenrollment date.  | documentation in client record. |
| upon disenrollment.               |                      |                                 |
| Case log documenting client and   | As needed            | Provider must maintain original |
| responder contacts.               |                      | documentation in client record  |
| Record of monthly testing.        | Monthly              | Provider must maintain original |
|                                   |                      | documentation in client record  |
| Record of client emergency        | Verified and updated | Provider must maintain original |
| contacts (responders) and         | every six months     | documentation in client record  |
| documentation of semi-            |                      |                                 |
| annual updates/                   |                      |                                 |
| verifications.                    |                      |                                 |

#### **PRICING FORM**

For Institutional Respite Care, Homemaker, Personal Care/Respite Services and Durable Medical Equipment

Please list your agency's rate for each service for which your agency is bidding.

\*\* If the Provider's service delivery area is Union County, please print/write in "countywide" underneath "Service Area." If there are specific zip codes the Provider CANNOT serve,

please print/write in the excluded zip codes underneath "Service Area." UNIT OF SERVICE SERVICE **AGENCY BID PRICE** HOMEMAKER \*\*Service Area: \_\_\_\_\_ \$ per hour One Hour PERSONAL CARE \*\*Service Area: \$ per hour One Hour RESPITE CARE \*\*Service Area: per hour One Hour INSTITUTIONAL RESPITE CARE One Half Day (4 or \$ per half day Day Respite fewer hrs.) Overnight Respite \$ per day One Day (8 hrs.) \*\*Service Area: \$ per night One Overnight (24 hrs.) DURABLE MEDICAL EQUIPMENT Attach Price Sheet for \*\*Service Area: 1 Item all durable medical equipment items. Responder Company: Authorized Signer: Date

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