

DO NOT FILL OUT AND RETURN, FOR REVIEW PURPOSES ONLY

HOMEMAKER/PERSONAL CARE/NON-HOMEMAKER SERVICES PROVIDER AGREEMENT

This Agreement is entered into by and between WestMass ElderCare Inc. the Aging Services Access Point (ASAP), a Massachusetts non-profit corporation having its principal offices located at 4 Valley Mill Road, Holyoke, MA. 01040 and **Provider name** , the Provider, with its principal offices at **address**

WHEREAS the ASAP participates in the operation and administration of a program of home care services to consumers under a contract with the Executive Office of Elder Affairs (EOEA) pursuant to M.G.L. c. 19A, §4 *et seq.*, and any regulation promulgated thereto (hereinafter the Home Care Program);

WHEREAS the ASAP desires to purchase services for consumers in the Home Care Program from qualified providers under the terms and conditions set forth herein; and

WHEREAS the Provider desires to furnish homemaker and personal care services and, at the option of the ASAP, supportive home care aide services or non-homemaker services to consumers in accordance with the legal requirements of the Home Care Program and the terms of this Agreement and to receive payment therefore under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises herein, the parties agree as follows:

By entering into this Agreement, the Provider agrees to deliver homemaker and personal care services and, at the option of the ASAP, supportive home care aide services/or non-homemaker services, to consumers. This Agreement: specifies the conditions under which homemaker, personal care, non-homemaker and supportive home care aide services shall be delivered; describes the method by which the Provider shall be paid by the ASAP for services delivered; and defines the rights and responsibilities of the ASAP and the Provider.

By entering into this Agreement, the Provider acknowledges it is subject to certain federal and state laws, regulations, and policies. The Provider acknowledges that it is responsible for knowing and complying with federal and state laws, regulations and policies that apply to the Provider.

1. SCOPE OF SERVICES

- a. The Provider agrees to perform the services outlined in Attachment A in accordance with the terms and conditions of this Agreement and, by reference, to any minimum requirements, terms, and conditions stipulated in the Notification of Intent to Contract.
- b. The Provider understands and agrees that under this Agreement it is obligated to provide services in the cities, towns, communities, or neighborhoods that appear in Attachment C of this Agreement.
- c. This agreement does not obligate the ASAP to authorize any services or any volume of services.

2. PERIOD OF PERFORMANCE

- a. The Provider understands and agrees that performance of services under this Agreement shall begin on or about **1/8/2018** and shall terminate no later than **9/30/2018**. The Provider understands and agrees that it will not be paid for any services provided pursuant to this agreement after the date of termination stated in this paragraph.

3. PAYMENT

- a. The ASAP shall make payments to the Provider for all homemaker, personal care, supportive home care aide services, and non-homemaker services properly delivered to consumers and properly billed to the ASAP in accordance with the terms of this Agreement and all applicable federal and state laws, regulations, and policies, as they may be amended from time to time.
- b. The ASAP shall make payments to the Provider in accordance with the unit rates listed in Attachment D.
- c. The Provider shall not bill the ASAP, and the ASAP shall not pay the Provider under this Agreement, for any services other than homemaker, personal care, supportive home care and/or non-homemaker services that are authorized by the ASAP pursuant to this Agreement and delivered in accordance with the terms and conditions of this Agreement and Attachment A.
- d. The Provider shall accept, as payment in full, the rates of payment set forth in Attachment D.
- e. The ASAP is solely responsible for payment to the Provider under this Agreement. The Provider shall not have any claim against or seek payment from any agency of the Commonwealth, including the EOE, but shall look solely to the ASAP for payment with respect to all services performed under this Agreement. Furthermore, the Provider shall not maintain any action at law or in equity against any agency of the Commonwealth, including EOE, to collect any sums that are owed by the ASAP under the Agreement for any reason, even in the event that the ASAP fails to make payment or otherwise breaches the terms and conditions of the Agreement.

4. CERTIFICATION OF EMPLOYEE COMPENSATION RATE

- a. For providers of homemaker and personal care services, the Provider agrees to pay its employees at least the minimum average (hourly) employee compensation required by the EOE.

5. INVOICING

- a. The Provider shall submit all requests for payment on the appropriate invoicing documents.
- b. Within fifteen (15) calendar days following the close of each calendar month, the Provider shall submit invoices and appropriate backup documentation to the ASAP in a form approved by the ASAP, covering homemaker, personal care, supportive home care aide services and non-homemaker services authorized by the ASAP pursuant to this Agreement.

and delivered to consumers during the previous month. The Provider shall not bill, nor the ASAP pay, for services that were not delivered to consumers.

- c. Within fifteen (15) business days of receipt of payment from EOE or within fifteen (15) business days of receipt of a properly completed invoice from the Provider, whichever is later, the ASAP shall issue payment to the Provider.
- d. If a Provider invoice is rejected, the ASAP shall provide the Provider with a written explanation for the rejection within ten (10) business days of receipt from the Provider.
- e. The ASAP shall retain the right to disallow payment of any invoice submitted by a Provider that is not in accordance with the terms of this Agreement.
- f. If the ASAP determines that the Provider received payments not authorized under this Agreement, the Provider shall reimburse the ASAP upon demand or in an alternate manner determined by the ASAP.
- g. Acceptance of the last payment for services upon completion or termination of this Agreement, without any written objections, shall in each instance operate as a release, and discharge the ASAP, its agents, and employees from all claims, liability, responsibility, or other obligations to this Provider relating to the fulfillment of this Agreement.
- h. If a Provider needs to adjust an invoice or correct discrepancies contained within an original monthly billing, the Provider shall submit invoices and appropriate backup documentation to the ASAP on forms approved by the ASAP so that said material is received by the ASAP no more than forty-five (45) business days following the close of the month in which services were delivered. The ASAP, within fifteen (15) business days of receipt of a properly adjusted invoice from the Provider, will issue payment to the Provider or make negative adjustment(s) to subsequent invoice(s) to reconcile any overpayment.

6. DETERMINATION OF CONSUMERS ELIGIBILITY

- a. The ASAP shall have the sole responsibility for determining consumers' eligibility for services under this Agreement.

7. AUTHORIZATION OF SERVICES

- a. The ASAP shall determine the services (homemaker, and/or personal care, and/or supportive home care aide services and/or non-homemaker), the number of units to be furnished, and the duration for the provision of each service to each consumer determined eligible by the ASAP.
- b. The ASAP shall authorize the Provider in writing or through electronic communication (Provider Direct) and documentation in electronic system of record, to furnish services to a consumer. Authorization would include a suspension of services and termination of services.
- c. The Provider using the electronic system of record to view and monitor authorizations is not required to print and keep hard copies of consumers service information, including authorizations that can be viewed in said system.

- d. The ASAP may verbally authorize the Provider to furnish services to a consumer. The ASAP shall submit authorization to the Provider within a reasonable time frame, but no later than two business days after the verbal authorization.
- e. Upon receipt of an authorization, the Provider shall furnish services to a consumer pursuant to the terms specified in the authorization. If, for any reason, the Provider is unable to provide services, the Provider shall immediately notify the ASAP of this situation and indicate specific reasons for the Provider's inability to provide services. The ASAP may, at its discretion, revoke or modify said authorization, and shall notify the Provider of its decision.

8. CONFIDENTIALITY

- a. The Provider acknowledges it is subject to certain federal and state laws, regulations, and policies, including, but not limited to, Massachusetts Executive Order 504 and EOE's Program Instructions, and Attachment E: Privacy and Confidentiality Guidance (governing the use, safeguarding and access to personal data). The Provider acknowledges that it is responsible for knowing and complying with federal and state laws, regulations and policies that apply to the Provider.
- b. The Provider agrees to take reasonable steps to ensure the physical security of such data under its control, including any additional conditions specified in Attachments to this Agreement.
- c. The Provider agrees that it will inform each of its employees having any involvement with such personal data or other confidential information, of the laws and regulations relating to confidentiality.
- d. The ASAP shall have access at all times to any data maintained pursuant to this Agreement, without the consent of the data subject. The Provider shall allow the ASAP access to any personal data held by the Provider.
- e. The Provider shall use personal data and material derived from such data only as necessary for the performance of this Agreement.
- f. The Provider shall furnish to the ASAP, within thirty (30) calendar days following a request by the ASAP, a written description of the Provider's system for gathering, storing and releasing personal data so that the ASAP may determine compliance with this Agreement.
- g. The Provider shall immediately notify the ASAP, both verbally and in writing, if any personal data in the Provider's possession regarding consumers served under this Agreement is subpoenaed, improperly used, copied or removed by anyone except an authorized representative of the ASAP, EOE, or the Commonwealth.
- h. The Provider shall cooperate with the ASAP to enjoin or prevent misuse, regain possession, and otherwise protect the Commonwealth's rights in such personal data and to ensure the data subject's privacy.

- i. All personal data held by the Provider, other than that which must be retained for either tax preparation or audit purposes, shall be delivered to the ASAP within ten (10) business days after completion or termination of this Agreement.

9. RECORDKEEPING, INSPECTION OF RECORDS AND AUDITS

- a. The Provider shall maintain books, records (including personnel policies and records), and other compilations of data in such detail as shall properly substantiate claims for payment under this Agreement.
- b. The Provider shall maintain books and records in accordance with generally accepted accounting principles, including detailed fiscal and programmatic reports on the services provided, and the expenditures made under this Agreement.
- c. The Provider shall keep all funds received from the ASAP pursuant to this Agreement in an identifiable bookkeeping account and shall provide to the ASAP such data as the ASAP reasonably may require to permit it to monitor performance of this Agreement and at a level sufficient to assure appropriate fiscal administration, accountability, and program quality.
- d. All such records and reports shall be kept for a minimum retention period of seven (7) years beginning on the first day after the final payment under this Agreement, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement.
- e. The Provider must maintain and retain any records necessary to disclose the extent, quality and appropriateness of services provided under this Agreement, to substantiate any claims for payment submitted by the Provider to the ASAP, or as otherwise required by the ASAP or applicable law. Such records must, at reasonable times and upon reasonable notice, be made available and provided to the ASAP, the Executive Office of Administration and Finance, the Office of the State Auditor, the Operational Services Division, the Executive Office of Health and Human Services, EOE, and other government agencies as provided in applicable law, or any of their duly authorized representatives or designees. Such access shall include on-site audits, review and copying of records. The ASAP shall make a good faith effort to coordinate multiple requests by the ASAP so as to reduce any hardship or undue burden on the Provider.

10. NON-DISCRIMINATION IN SERVICE DELIVERY

The Provider must furnish services to consumers without regard to race, color, religion, national origin, disability, age, sex, sexual orientation, or status as a recipient of public assistance, and must comply with all applicable law.

11. NON-DISCRIMINATION IN EMPLOYMENT

The Provider must comply with all applicable federal and state law promoting fair employment practices and prohibiting employment discrimination and unfair labor practices. The Provider

must not discriminate in employment based on race, color, religion, national origin, disability, age, sex, sexual orientation, or status as a recipient of public assistance, and must comply with all applicable law.

12. CONSUMERS AS RESEARCH SUBJECTS

The Provider agrees to comply with EOEAs policies and procedures regarding researchers who wish to gain access to consumers for participation in research or surveys. The Provider shall comply with the provisions of Attachment F: Consumers Rights Review Committee Requirements (pertaining to consumers as research subjects) (EOEA PI-03-17).

13. AFFIRMATIVE ACTION

- a. The Provider shall develop and adhere to a policy of affirmative action in all aspects of employment under this Agreement. The Provider acknowledges it is subject to certain federal and state laws, regulations, and policies, including Massachusetts Executive Order 526.
- b. The Provider agrees to take affirmative steps to utilize certified small businesses, certified minority and women-owned businesses, and businesses and firms owned or controlled by socially or economically disadvantaged individuals or individuals with disabilities, as sources of supplies and subcontracted services.

14. TERMINATION OR SUSPENSION

This Agreement shall terminate on the date specified above unless terminated prior to that date:

- a. Without cause by either party giving written notice to the other party at least sixty (60) calendar days prior to the effective date of termination.
- b. For cause if the Provider breaches any term or condition of this Agreement or fails to perform or fulfill any obligations required by this Agreement. If the ASAP determines that the Provider has breached this Agreement or has otherwise violated the laws, regulations, or rules that govern the Home Care Program administered by the EOEAs, the ASAP may take any appropriate action under applicable law, including, but not limited to, termination of this Agreement for cause. The ASAP may terminate this Agreement by giving written notice to the Provider at least seven (7) calendar days prior to the effective date of termination. The notice shall state the circumstances of the alleged breach and, at the ASAPs option, may state a reasonable period during which the alleged breach may be resolved. The ASAP reserves the right to terminate this Agreement immediately, upon written notice to Provider, in the event of fraud, criminal indictment of the Provider, or in the event the Provider files for bankruptcy.
- c. Due to an emergency if the ASAP determines that a situation exists which necessitates immediate action to protect property or persons from injury, abuse, or other harm.
- d. The ASAP may suspend this Agreement for up to sixty (60) calendar days by providing written notice to the Provider stating the reasons for the ASAPs action. Such suspension

shall be effective upon the Provider's receipt of written notice or another date as specified in the notice. The notice shall be accompanied by instructions from the ASAP specifying required action(s) to be performed by the Provider during the period of suspension, a timetable for meeting those requirements, and a description of allowable activities by the Provider, if any, during the suspension period. Failure by the Provider to meet such requirements or to remedy any stated deficiencies according to the timetable prescribed by the ASAP shall be cause for immediate termination of this Agreement.

15. OBLIGATIONS IN THE EVENT OF COMPLETION, TERMINATION, OR SUSPENSION

- a. The ASAP shall promptly pay the Provider for all services performed in accordance with the terms of this Agreement, provided the Provider submits completed invoices with supporting documentation covering such services, no later than sixty (60) calendar days after the effective date of termination, but in no event later than August 15th for services performed or goods delivered in the preceding fiscal year (July 1 - June 30).
- b. The Provider shall not be relieved of liability to the ASAP for any costs, injuries, penalties, damages or other charges sustained by the ASAP by virtue of any breach of this Agreement by the Provider. In addition to any other termination rights, the ASAP retains the right to pursue any and all available legal and equitable remedies and may withhold any payments to the Provider until such time as the exact amount of damages to be paid by the Provider is determined by the ASAP.
- c. Upon notice of termination or suspension of this Agreement, the Provider must cooperate with the ASAP by coordinating with and assisting the ASAP to transfer consumers to other appropriate services.

16. ASSIGNMENT AND SUBCONTRACT

- a. The Provider shall not assign or subcontract any interest in this Agreement without the prior written consent of the ASAP.
- b. None of the services to be provided by the Provider pursuant to this Agreement shall be subcontracted to any other organization, association, individual, partnership or group of individuals without the prior written consent of the ASAP.

17. LIABILITY INSURANCE

The Provider shall procure and maintain appropriate liability insurance issued by companies authorized to do business in the Commonwealth and certified by the Massachusetts Commissioner of Insurance.

18. WAIVER OF DEFAULT

Waiver by either party of any non-compliance shall not constitute a waiver of any prior or subsequent noncompliance.

19. CONFLICT OF INTEREST

- a. The Provider shall not knowingly employ, compensate or arrange to compensate any employee of the ASAP or of EOEА during the term of this Agreement without the prior written approval of the ASAP or EOEА.
- b. Employees of the Provider are prohibited from accepting gifts or gratuities of more than token value, or cash of any value, from consumers or caregivers.

20. ANTI-BOYCOTT COVENANT

The Provider warrants, represents, and agrees that during the time that this Agreement is in effect, neither it nor any affiliated company, as hereafter defined, shall participate in or cooperate with an international boycott, as defined in sec. 999(b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or shall engage in conduct declared to be unlawful by M.G. L. c. 151E. Any breach in this warranty, representation, and agreement may result in the termination of this Agreement by the ASAP. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Provider or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Provider or which directly or indirectly owns at least 51% of the ownership interests of the Provider.

21. AMENDMENT

The provisions in this Agreement may be modified only as specifically permitted in this Agreement, and must be agreed to in writing by both parties. Persons authorized to bind the ASAP and the Provider must sign any amendment to this Agreement.

22. NOTICE

Unless otherwise specified herein, any notice, approval, request or demand hereunder from either party to the other shall be in writing and shall be deemed to have been given when delivered personally, electronically by FAX, or deposited in a United States mailbox in a postage prepaid envelope addressed to the other.

23. LICENSES, CERTIFICATIONS, ACCREDITATIONS, PERMITS

The Provider hereby represents and warrants that: it is qualified and shall at all times remain qualified to perform this Agreement; performance shall be timely and meet or exceed industry standards, including obtaining requisite licenses, registrations, permits and resources for performance; and, in connection therewith, the Provider shall provide access to records to state officials under Massachusetts Executive Order 195 and M.G.L. c. 11, §12. The Provider further warrants and represents that the Provider and all of its principals, subcontractors, or affiliates are and shall at all times remain in good standing and are not currently debarred or suspended by the federal or state government under any law or regulation including Massachusetts Executive Order 147; M.G.L. c. 29, § 29F and M.G.L. c. 152, § 25C. The Provider shall, upon request of the ASAP, submit to the ASAP proof that it is in good standing and qualified to perform this Agreement.

24. INTEGRATION

All Attachments to this Agreement are deemed to be part of this Agreement. This Agreement constitutes the full and complete agreement between the parties with respect to the subject matter herein and supersedes any and all previous written agreements, negotiations, and verbal agreements between the parties relating to the subject matter contained herein.

25. PROCUREMENT STANDARDS

To the extent that the Provider is procuring goods and services and personal services to satisfy the terms of this Agreement, it shall do so using good business practices [see AICPA Statement on Auditing Standards No. 5 (SAS55)].

26. CRIMINAL OFFENDER RECORD INFORMATION (CORI) CHECKS

The Provider agrees to conduct CORI checks for all employees. CORI checks must be completed in compliance with M.G. L. c. 6 §172 and § 172C, and 101 CMR 15.00 et seq.

27. MINIMUM PUBLIC HEALTH, LICENSING, REGISTRY AND PATIENT ABUSE REPORTING COMPLIANCE

The Provider, its employees, agents, subcontractors and assignees shall comply with the provisions of M.G.L c. 211, §§ 72F - 72L1/2 and 105 CMR 155.00 *et Seq.* regarding the licensing, registration, and reporting requirements affecting providers.

28. INDEMNIFICATION

- a. The Provider and the ASAP, their employees, subcontractors, and any other of their agents in the performance of this Agreement are acting in an independent capacity and not as officers or employees of EOEa or the Commonwealth of Massachusetts.
- b. The Provider shall indemnify and hold harmless the ASAP, EOEa, and the Commonwealth from and against any and all liability, loss, damage, costs, or expenses which the ASAP, EOEa, or the Commonwealth may sustain, incur, or be required to pay for any claims or suits, arising out of or in connection with the Provider's breach of its obligations under the Agreement, or any negligent action or inaction or willful misconduct of the Provider, or any person employed by the Provider, or any of its subcontractors, provided that the Provider is notified of any claims within a reasonable time from when the ASAP or EOEa becomes aware of the claim and the Provider is afforded an opportunity to participate in the defense of such claims.

29. REMEDIES FOR BREACH

The Provider is responsible for any direct, consequential, incidental, or other damages the ASAP suffers as a result of the Provider's breach of its obligations hereunder, or damages arising out of or in connection with the Provider's performance of the Agreement.

30. COMPLIANCE WITH LAW

The Provider agrees to comply with, and is subject to, all state and federal statutes, regulations, and rules applicable to its performance under this Agreement, including, but not limited to such statutes, regulations, and rules governing the Home Care Program. All references to statutes, regulations, and rules refer to such statutes, regulations, and rules as they may be amended from time to time. In addition, the Provider must comply with all applicable Program Instructions issued by EOE that are applicable to the Home Care Program, whether now existing or adopted during the term of this Agreement.

31. NON – COMPETE

The Provider may not require any current or prospective direct care worker to agree to a non-compete clause as a condition of employment. As used in this paragraph, a non-compete clause is any contractual provision that attempts to preclude the employment of or impose restrictions on the employment of a direct care worker by another Home Care Program provider.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

WestMass ElderCare Inc. _____	_____	Executive Director _____
ASAP	Authorized Signature & Date	Title
_____	_____	_____
Provider	Provider's Authorized Signature & Date	Title

**ATTACHMENT A
COVERSHEET**

ASAP: Insert Service Descriptions

ATTACHMENT A HOMEMAKER STANDARDS AND PERSONAL CARE GUIDELINES

HOMEMAKER (HM) service includes assistance with: shopping, menu planning, laundry, and the performance of general household tasks (e.g., meal preparation and routine household care) provided by a qualified homemaker, when the individual regularly responsible for these activities is temporarily absent or unable to manage the home and care for him or herself or others in the home.

PERSONAL CARE (PC) service may take the form of hands-on assistance (actually performing a task for the consumer) or cuing and supervision to prompt the consumer to perform a task. Such assistance may include assistance in bathing, dressing, personal hygiene, other activities of daily living, and reminders with medications in accordance with EOE's Personal Care Guidelines. This service may include assistance with preparation of meals. When specified in the care plan, this service may also include such housekeeping chores as bed-making, dusting, and vacuuming, which are incidental to the care furnished, or which are essential to the health or welfare of the consumer, rather than the consumer's family. Personal Care services must be provided in accordance with EOE's Personal Care Guidelines contained in this attachment.

SUPPORTIVE HOME CARE AIDES (SHCM) perform personal care and/or homemaking services in accordance with the definitions in this attachment, in addition to providing emotional support, socialization, and escort services to consumers with Alzheimer's Disease/Dementia or emotional and/or behavioral problems.

In accordance with PI-11-01, Standards for Home Care Program Consumers with Alzheimer's disease or a related disorder (ADRD Standards), Care Planning section 4.d. Supportive Home Care Aide; The standard personal care service is not recommended for persons with a cognitive impairment and ASAP Training and Care Coordination section 3.; All care plans for consumers who are at risk due to a cognitive impairment are reviewed by an interdisciplinary team that includes an ASAP staff member trained by the Alzheimer's Association. If the care plan includes personal care, the personal care plan must be developed or reviewed by an ASAP RN who has received the required training.

The 87-hour SHCA training includes the 75-hour HHA course and an additional 12 hours of training relating to the responsibilities of a SHCA. When a Non-Homemaker Provider Agreement is in place to provide Home Health Services, the SHCA may provide assistance with ADLs and personal care as defined in the Home Health Services Attachment A Description for Home Health Aide Services (HHA).

Refer to PI-2000-40, Revised Home Health Services Protocol, Home Health Services Procedure section, regarding the plan of care.

1. PROVIDER POLICIES AND PROCEDURES

- a. A sufficient number of HM/PC workers should be available to meet the needs of consumers accepted for service. The provider shall accept or reject an ASAP service request by the end of the next business day.
- b. Providers shall have job descriptions and salary scales.

- c. A Criminal Offender Record Information (CORI) check shall be performed in compliance with the laws of the Commonwealth and any applicable regulations and guidelines issued by EOEa.
- d. Personnel files shall be maintained with documentation on the results of the interview and references; completed CORI investigation; training/in-service certificates, waivers and exemptions; if appropriate, PC skills checklist; supervisory visits; and performance reports and annual evaluations.
- e. Providers shall have policies regarding consumer privacy and confidentiality and non-discrimination in service delivery. These policies shall prohibit discrimination against persons with AIDS/HIV and ensure that information concerning AIDS/HIV status is not apparent or accessible and is not released to anyone without specific written consent.
- f. Providers shall have an infection control plan to prevent occupational exposure to blood-borne illnesses including AIDS/HIV and Hepatitis B. The Center for Disease Control/OSHA guidelines for standard precautions shall be followed.
- g. Providers shall have policies to ensure tuberculosis screening and testing is performed for all provider staff who come into direct contact with consumers, using the CDC Risk Classification Protocol for TB Screening Procedures.
- h. Providers shall have policies for handling allegations of loss, theft, and/or damage of consumer property.
- i. Providers shall have a policy that prohibits the handling of the consumer's money that includes, but is not limited to: reconciling checkbooks, writing checks, using bank cards/Automated Teller Machines (ATMs), or providing banking services. Checks may be used to pay for groceries if the check is written to the store. The ASAP may establish these special arrangements, including use of the Electronic Benefit Transfer card for grocery shopping, with the store.
- j. A plan shall be in place for dealing with emergencies in the consumer's home, including accessing emergency medical services and contacting provider supervisors.
- k. Providers shall have a policy for incidents when the consumer does not answer the door, including the use of reasonable efforts (e.g. telephone) to gain access to the home. The provider will contact the ASAP immediately to determine the next course of action.
- l. Providers shall have policies to ensure compliance with the Department of Public Health's (DPH) requirements regarding prevention, reporting, and investigation of abuse by homemakers and home health aides under 105 CMR 155.000 *et seq.* as outlined in EOEa-PI-07-03. Specifically, providers shall comply with all DPH regulatory requirements regarding hiring staff and reporting abuse.

2. REPORTABLE INCIDENTS

- a. If there is reasonable cause to believe a consumer has been abused, neglected, or financially exploited, the provider must immediately, day or night, contact the 24-hour ELDER ABUSE HOTLINE at 1-800-922-2275.

- b. The Provider must report to the ASAP the same business day any hospitalization, addition or loss of a household member, consumer's absence from the home, alleged theft, alleged breakage of consumer's possessions, injury to employee or consumer, or consumer complaint.
- c. The consumer and ASAP must be notified of a canceled visit or any variation in service delivery from the written authorization.
- d. The provider must report to the ASAP by the next business day a new consumer address, name, or telephone number; new MD, new diagnosis, and employee complaints.

3. QUALIFICATIONS

- a. Providers shall ensure that PCHMs are able to: perform assigned duties and responsibilities; communicate observations verbally and in writing; accept and use supervision; respect privacy and confidentiality; adapt to a variety of situations; and respect and accept different values, nationalities, races, religions, cultures, and standards of living.
- b. Providers shall ensure that supervision is provided by Social Workers, Registered Nurses, and/or professionals with expertise related to the consumer profiles.

4. TRAINING AND IN-SERVICE EDUCATION

- a. Prior to placement, all HM/PCHMs shall receive a 3-hour orientation (Mass Council's Training Curriculum or equivalent) with a 1/2-hour session on communicable disease including AIDS/HIV and Hepatitis B, infection control, and the principles of standard precautions.
- b. 40-Hour Homemaker Training: In addition to the 3-hour orientation, all HMs must complete 37 hours of training within the first 6 months of employment. The training shall include the nature and transmission of HIV/AIDS, standard precautions and other infection control practices, and protection of consumer confidentiality regarding AIDS/HIV. The Mass Council's Home Care Aide course is recommended. Other courses may be used that contain the same subject matter and number of hours per subject.
- c. 60-Hour Personal Care Training: PC Workers must have completed the 20-hour PC training and the 40-hour HM training before providing PC. The Mass Council's PC training outline is recommended, with 17 hours of class instruction, including a review and demonstration on universal precautions, and a 3-hour practicum. The 3-hour practicum shall include an assessment of competency in each PC task before placement by using the Mass Council's skills checklist.
- d. Training must be conducted by an RN with a valid license in Massachusetts. A Registered Physical Therapist is recommended for the training on mobility. Return demonstrations are required on the hygiene and mobility sections of the training. The use of gait belts is strictly prohibited.
- e. 87-Hour Supportive Home Care Aide (SHCA) Training: SHCAs must complete the following 87 hours of training before providing Supportive Home Care Aide Services:

- i) A 3-hour orientation (Mass Council for Home Care Aide Services Training Curriculum or equivalent) with a 1/2-hour session on communicable disease, including AIDS/HIV and Hepatitis B, infection control, and the principles of universal precautions.
- ii) The 57-hour Personal Care training set forth in the Personal Care Homemaker Standards issued by EOEA.
- iii) An additional 15 hours of Home Health Aide (HHA) training. The 75-hour HHA course prepared by the Mass Council is recommended. Other courses may be used if they contain the same subject matter and same number of hours for each subject.
- iv) An additional 12 hours of training related to the responsibilities of a SHCA. There are two SHCA training tracks: Mental Health Supportive Home Care Aide and Alzheimer's Supportive Home Care Aide.

a. **Mental Health Supportive Home Care Aide** - The following topics are recommended for Mental Health Supportive Home Care Aide: limit setting, depression, personality and character disorders, substance abuse, abuse and neglect, and the stigma of mental illness and behavioral disorders. The Mass Council's curriculum is recommended.

b. **Alzheimer's Supportive Home Care Aide** - The following topics are recommended for Alzheimer's Supportive Home Care Aide: understanding Alzheimer's and Dementia, habilitation therapy, communication skills, personal care, behavior as communication, and working with families. The Alzheimer's Association curriculum is required.

- f. Certificates: Providers must award a certificate to those who have successfully completed the HM, PC, or SHCA training.
- g. Training Exemptions: The following individuals are exempt from training requirements:
 - i) Registered Nurses (RNs) and Licensed Practical Nurses (LPNs) with documentation of successful completion of a nursing program approved by the Massachusetts Board of Registration in Nursing or, when applicable, the appropriate nurse training approval authority in the state where the training was conducted;
 - ii) Physical Therapists (PTs) and Occupational Therapists (OTs) with documentation of successful completion of a training program approved by the Massachusetts Board of Registration or, when applicable, the appropriate training approval authority in the state where the training was conducted;
 - iii) Students enrolled in a nursing program approved by the Massachusetts Board of Registration in Nursing, with documentation of satisfactory completion of "Fundamentals of Nursing" course and/or one Medical /Surgical clinical nursing rotation;
 - iv) Certified Nurse's Aides with documentation of successful completion of a certified nurses aide training program;
 - v) Home Health Aides with documentation of successful completion of a home health aide training program;
 - vi) PCHM's with documentation of having successfully completed the 60-Hour PC Training Program;

- vii) HM's with documentation of having successfully completed the 40-Hour Training Program; and
 - viii) HMs with documentation of having successfully completed the Homemaker Training Waiver Procedure, described in the Mass Council's HTWP Guide, are exempt from the 37-hour HM training program.
 - ix) No exemptions for the additional 12-hour SCHA training.
- h. NOTE: All new employees exempt from any of the training components must receive the 3-hour orientation described in the Mass Council Training Outline.

In addition to providing a basic three-hour orientation, agencies should determine based on each individual's training how much, if any, supplemental training to homecare is recommended.

- i. Training Facilities: Agencies providing PC training shall have appropriate training facilities and equipment. A minimum standard of equipment shall include a bed with side rails, linen and blanket, running water and basins, towels and washcloths, chair, commode, wheelchair, and walker. A variety of teaching methodologies such as lectures, equipment demonstrations, visual aids, videos, and handouts shall be used.
- j. Supervisors and other professionals shall provide on-going in-service education and on-the-job training aimed at reinforcing the initial training and enhancing skills. This may be carried out with videos, lectures, group discussions, and demonstrations.
- k. A minimum of 6-hours per year of on-going education and training is required for all HMs and PC HMs. These hours shall be pro-rated for part-time employees. One to one PC supervision may comprise one-half the required hours. Instruction and reinforcement of universal precautions and infection control procedures count toward the required hours.
- l. Providers shall ensure that SHCAs receive a minimum of 12-hours per year on-going in-service education and on-the-job training provided by supervisors and other professionals. This may be carried out in a variety of ways such as video presentations, lectures, group meetings and demonstrations.

5. SUPERVISION

- a. Supervision shall be available during regular business hours and on weekends, holidays and evenings for HMs, PC Workers, and SHCAs providing services to consumers during these times.
- b. Supervision shall be carried out at least once every three months by a qualified supervisor. In-home supervision shall be done in a representative sample of consumers.
- c. PC Introductory Visits, including SHCAs providing personal care: On the first day of service in the consumer's home, a PC Worker shall receive an orientation from an RN to demonstrate the PC tasks. During this visit the PC Worker will demonstrate competence in the PC tasks assigned in the care plan. LPNs may carry out the orientation visits if the LPN has a valid license in Massachusetts, is working under the direction of an RN, and an RN

from the ASAP has conducted an initial home visit to assess the need for PC prior to implementing the care plan.

- d. PC Supervision: An RN shall provide in-home supervision of PC Workers at least once every 3 months with a representative sample of consumers. A written performance of PC skills shall be completed after each home visit. LPNs may provide in-home supervision if the LPN has a valid license in Massachusetts, and works under the direction of an RN who is engaged in field supervision a minimum of 20-hours per week and is responsible for the field supervision carried out by LPN.
- e. SHCA Weekly Support: Each SHCA shall receive weekly support through training/in-services, team meetings, or supervision that includes in-home, by telephone, or in person. Team meetings shall be held a minimum of two hours each month and shall include SHCAs, supervisors, and other appropriate personnel involved in providing SHCA services. The focus of these meetings is to provide training and group supervision, to conduct case reviews or interdisciplinary case conferences, and to provide support to the SHCA.

6. CONSUMER RECORDS

Providers shall maintain a record in a secure setting for each consumer receiving service. Access to consumer records shall be limited to provider staff involved with direct care of the consumer and appropriate administrative staff in compliance with EOE's Instruction on Privacy and Confidentiality. The record shall contain consumer information provided by the ASAP and the following information:

Consumer Information available for viewing in Provider Direct:

- source/date of referral,
- document Risk level,
- names of ASAP care managers, physicians, family/friends,
- date of service initiation and tasks to be performed,
- hours and duration of service/subsequent changes,
- record of services provided, and
- date of and report on termination.

Consumer information not available for viewing in Provider Direct:

- medical and/or functional status,
- release of information forms, if applicable,
- notes regarding supervisory visits, team meetings, etc., and,
- reportable incidents (Section B).

PERSONAL CARE GUIDELINES

The goal of Personal Care (PC) Services is to provide care in a community setting, with the aim of maintaining the dignity and independence of consumers in a community setting for as long as possible.

Personal Care (PC) services provide physical assistance and verbal cuing with personal care tasks such as bathing, dressing, grooming, ambulation, and transfers. PC services are provided to consumer who, based on an assessment performed by an Aging Service Access Point Registered Nurse (ASAP RN), need assistance with these types of services.

The ASAP RN assesses the consumer's overall functional and clinical status, the type and amount of care needed, the consumer's environment, and current support systems, both formal and informal, in determining the appropriateness for PC.

Consumers with conditions/diagnoses that may not be appropriate for PC services include, but are not limited to: consumers with extensive paralysis or total immobility, consumers requiring assist of two or use of a mechanical lift, severe contractures, open wounds, certain types of fractures including, but not limited to those casted to immobilize, unstable medical conditions, and those that require special skin care.

The ASAP RN collaborates with the provider RN to ensure an individualized, comprehensive, and effective care plan for each consumer. The provider RN is responsible for orientation and ongoing supervision of the PC Homemaker (PCHM) to the care plan developed in collaboration with the ASAP RN. Licensed Practical Nurses (LPN), working under the supervision of an RN, may perform PCHM orientation and supervision in accordance with Attachment A Homemaker Standards.

1. BATHING

- a. Sponge bathing is allowed to maintain personal hygiene.
- b. Hot water must be well controlled and utilized with extreme caution.
- c. Bath oil products may not be used.
- d. Tub baths and showers are allowed on a case-by-case basis only after the ASAP RN has completed a nursing assessment. Consumers with conditions/diagnoses that may not be suitable for tub and shower baths include but are not limited to: consumers with a history of falls, severe osteoarthritis, severe osteoporosis, compression fractures, advanced neuromuscular disease, unmanageable seizure disorders, cancer with metastasis to the bone, peripheral vascular disease, severe cardiac/respiratory disease, vertigo, obesity, open wounds, and certain types of fractures including, but not limited to those immobilized with a cast. This may include a fairly recent hip fracture.
- e. Prior to approving a tub bath or shower, the ASAP RN must determine that no physical barriers exist that prohibit immediate access to the consumer in the event of an emergency.
- f. The following safety equipment is required for tub baths and showers: grab bar(s); a rubber mat, nonskid surface, or decals inside of the tub/shower; and a rubber backed floor mat outside of tub/shower. A tub/shower stool must be present when determined to be necessary by the ASAP RN.

- g. In certain cases, when it is not feasible to install safety equipment such as grab bars, the ASAP RN may waive the requirement of safety equipment when determining that the lack of safety equipment does not put the consumer's safety at risk. The requirements regarding nonskid surfaces and the use of a rubber backed floor mat outside of the tub may not be waived.
- h. Complete bed baths are allowed on a case-by-case basis after the ASAP RN has completed a nursing assessment. The PCHM cannot take responsibility to turn, lift, or roll the consumer, but may assist the primary caregiver who is taking responsibility for these tasks.

2. SKIN CARE

- a. The application of over the counter emollients, excluding bath oil products, is allowed on a case-by-case basis as determined by the ASAP RN. The consumer must be alert, able to assume responsibility for the product, and able to direct the PCHM, but unable to complete the task independently because of physical limitations.
- b. Application of medicated creams and lotions is not allowed. This includes, but is not limited to over the counter products such as cortisone creams, Aspercream, Ben-Gay, anti-fungal products, Bacitracin and Neosporin or their generic counterparts.
- c. Care of ulcers/open wounds is not allowed.
- d. Treatments involving the application of heat are not allowed. This includes, but is not limited to hot packs, hot water bottles, and electric heating pads.
- e. Treatments involving the application of cold are not allowed. This includes, but is not limited to cold packs and ice.

3. FOOT CARE

- a. Foot soaks, limited to 10 minutes, and toenail filing are allowed.
- b. Foot soaks and toenail filing are not allowed on consumers with diabetes, severe peripheral vascular disease, or if the ASAP RN feels the consumer has a condition that would make this task inappropriate, such as an infection or an injury.
- c. Toenail cutting is not allowed in any instance.

4. GROOMING

- a. Shampoos may be provided unless restricted by the ASAP RN. The PCHM may comb, set with curlers/pins, and blow-dry the consumer's hair. The blow dryer must be used on the low setting and in accordance with the safety recommendations of the manufacturer. The use of curling irons and/or electric curlers is not allowed. Hair cutting is not allowed.
- b. The use of any chemical hair product is not allowed. This includes, but is not limited to hair color, permanent wave products, henna etc.
- c. Fingernail cutting is not allowed.

- d. Fingernail filing is allowed unless the ASAP RN feels that the consumer has a condition that renders this task inappropriate such as an infection or an injury.
- e. Facial shaving with an electric razor may be provided. Safety or straight razors are not allowed.

5. DRESSING

- a. Assistance with dressing may be provided. Assistance with the application and removal of prescription and non-prescription anti-embolism stockings is allowed on a case-by-case basis as determined by the ASAP RN.

6. PERSONAL APPLIANCES

- a. Assistance with personal items such as denture care, assistance with hearing aids and eyeglasses, and help with the application of certain braces, splints, slings, and prostheses is determined on a case by case basis, based on the assessment of the ASAP RN.
- b. With the approval of the ASAP RN, consumers who have been using artificial limbs, splints, or braces on a continuing basis, may receive assistance with the application only if the consumer is: mentally alert, has received instruction and understands the correct application of the appliance, and the tension strap has been marked by the primary nurse or therapist to indicate the correct degree of tension. In the case of an arm or leg prosthesis, the residual limb must be well healed and shaped.
- c. Care of or insertion of contact lenses and application of new braces, splints, prostheses or slings is not allowed.

7. INCONTINENCE MANAGEMENT

- a. Incontinence management may be provided. This includes assistance with the use of the toilet, commode, bedpan, or urinal. When assisting with the use of the bedpan, the consumer must be able to lift his/her buttocks onto the bedpan independently or with the aid of a trapeze. Assistance on and off the commode must comply with transfer guidelines listed below. Incontinence assistance includes assisting with bowel/bladder training regimes, disposable incontinent briefs/pads, and personal hygiene. With the approval of the ASAP RN, the PCHM may remind the consumer to perform pelvic strengthening exercises, e.g. Kegal exercises.
- b. The emptying of urinary drainage bags, the application of urinary leg bags, and routine catheter care are allowed with ASAP RN approval. The PCHM must be able to demonstrate competency by means of return demonstration of these techniques to the Provider RN.
- c. The application of a condom/Texas catheter is not allowed.
- d. Ostomy care, in most cases, is not allowed. With approval of the ASAP RN, occasional exceptions may be made when the ostomy is long-term, well-healed, and without complications. In those cases when a consumer has received and understands instruction in stoma bag application, but is not able to manage it due to physical limitations such as poor vision or severe arthritis, assistance may be given by the PCHM in applying the bag. The PCHM must be able to demonstrate competency by means of a return demonstration of this technique to the Provider RN.

- e. Manual disimpactions and the administration of douches and enemas are not allowed.

8. TRANSFERS

- a. Assistance with transfers is allowed when the consumer is able to bear at least 50% of his/her weight when moving from a sitting to a standing position and while transferring. The ASAP RN may approve transfer assistance when the consumer's caregiver provides support for 50% of the consumer's weight. The ASAP RN may also approve assistance with slide board transfers. The PCHM must demonstrate competency by means of a return demonstration to the Provider RN.
- b. Use of mechanical lifts and participation in a two-person carry of a totally dependent consumer is not allowed.

9. AMBULATION

- a. The PCHM may assist the consumer with ambulation inside and outdoors, as well as with a walker, wheelchair, and/or cane that has been properly fitted to the consumer. The personal care plan shall specify where ambulation assistance may take place, e.g. "consumer may be assisted with ambulation outside". The ASAP RN, on a case-by-case basis, may approve assistance with stair use.
- b. Consumers who are following a written exercise program may be coached by the PCHM in carrying out active range of motion and strengthening exercises. The care plan must be very specific with regard to the exercises to be performed and supported with orders/instructions from either a physician or a physical therapist.
- c. Active participation in an exercise program, or passive range of motion exercises are not allowed.

10. NUTRITION

- a. The PCHM may prepare and set up meals, and provide encouragement and/or cuing for food/fluid intake as appropriate. The ASAP RN may approve feeding consumers on a case-by-case basis.
- b. Tube feedings, syringe feeding, and the feeding of consumers with a history of choking and/or swallowing difficulties are not allowed.

11. MEDICATION ASSISTANCE

- a. Administration of medication, prescription or non-prescription, and/or oxygen is not allowed.
- b. The PCHM may not participate in any aspect of automated medication dispensing systems.
- c. The PCHM may remind the consumer to take his/her medications.
- d. The PCHM may place the medications within reach of the consumer.
- e. On a case-by-case basis, the ASAP RN may approve that the consumer direct the PCHM to act as the hands and/or eyes of the consumer.

- f. If, by reason of poor vision or other physical limitation, the consumer needs help with the mechanical aspects of medication administration, e.g. reading medication labels or opening medication packaging, the PCHM may provide mechanical assistance.
- g. The ASAP RN must determine and document in the consumer record that the consumer has met the following criteria:
 - The consumer is aware that they are taking medications.
 - The consumer is alert and assumes responsibility for taking his/her medications, but requires assistance because of physical limitations.
 - The consumer is able to direct the PCHM in assisting him/her with the mechanical aspects of medication administration.
 - The medication is an oral medication.
 - The PC plan includes a directive to provide the assistance.

12. RESTRAINTS

The PCHM is not allowed to provide care to the consumer when a physical restraint is in use. This excludes the use of side rails if the use of side rails has been approved by the ASAP RN as a necessary safety measure and the consumer is in agreement with and understands their use.

ATTACHMENT B
[Reserved]

**ATTACHMENT C
Coversheet**

ASAP: Insert Geographic Area(s) to be served by Provider

**ATTACHMENT D
Coversheet**

ASAP: Insert Rate Page

ATTACHMENT E
Coversheet

ASAP: Insert "Privacy & Confidentiality" Regulations
EOEA-PI-97-55

ATTACHMENT F
Coversheet

**ASAP: Insert “Consumers Rights Review Committee” Requirements
Pertaining to “Consumers As Research Subjects”**
EOEA-PI-03-17