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Homemaker Notification of Intent (NOI) Instructions for Current Providers and Prospective Bidders

Introduction

Completing the NOI is an online process, and has been updated with improvements for FY2017. The instructions that follow will guide you through completion of the NOI as a new Bidder or existing provider. New Bidders and existing Providers successfully completing the NOI and receiving approval from the Executive Office of Elder Affairs (EOEA) will be listed on the **Approved Provider List** appearing on www.800AgeInfo.com.

Significant policy and procedural guidelines governing the current Homemaker Notification of Intent to Contract (NOI) appear within this document. It is imperative that new Bidders and all existing Providers appearing on the **Approved Provider List**, read, understand, and comply with these instructions. Failure to do so may exclude them from the **Approved Provider List** for homemaker and personal care homemaker services.

The NOI application system is available on the Internet at <https://noi.800ageinfo.com/>.

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Revision History

Date	Version	Description	Author
6/23/16	1.0	New NOI provider instructions created	Andy Grigorov
7/5/16	1.1	First draft completed	Andy Grigorov
7/7/16	1.2	After DK review	Andy Grigorov
7/13/16	1.3	Minor edits, 4 attachments added	Andy Grigorov
7/19/16	1.4	Added emphasis on saving application as user completes each section	Andy Grigorov
7/25/16	1.45	Minor edits (per HCAC)to unit rate criteria, p.11	Andy Grigorov

NOI Background

The Executive Office of Elder Affairs (EOEA) is the Massachusetts agency charged with promoting the independence and well-being of elders, their families, and caregivers through the development and delivery of quality services; providing consumers with access to a full array of health and social support services in the settings of their choice; informing individuals about their options and protective and advocacy services; and encouraging individuals across the lifespan to adopt behaviors that will lead to healthy aging.

In order to accomplish its mission, EOEA funds and regulates twenty-six (26) non-profit Aging Services Access Points (ASAPs) across the state. Each ASAP is responsible for the consumers within their geographic service area. In turn the ASAPs contract with local agencies to provide an array of community-based services, such as homemaker and personal care homemaker services. ASAPs can only contract with a homemaker agency that successfully completes the Homemaker Notification of Intent (NOI) to contract process – a standardized procurement for the selection of homemaker and personal care homemaker providers.

NOI - Overview

In the past, the NOI process has occurred at certain times of the year. With the implementation of the new version of the NOI in 2016, it will be available year-round for provider access. It is important to note that while the NOI is available to providers year-round, ASAPs typically have their own contracting schedule and may not elect to review provider applications as soon as they are approved.

Based upon a Bidder's completion of the NOI, EOEA either accepts or rejects their NOI application. Every Bidder that successfully completes the NOI will be added to the Approved Provider List posted on the EOEA NOI website – <https://noi.800ageinfo.com/>. When a bidder has completed the NOI application, successful Bidders will be referred to as "Providers." The ASAPs may only contract with agencies that have successfully completed the NOI; they may decide to contract with one or more Providers.

Data submitted as part of a Bidder's NOI will be housed in a dedicated database. Our newly designed NOI software will access this database in order to generate contract documents between an ASAP and a Provider, thereby reducing the administrative burden associated with the contracting process. Unlike in the past, Providers will be expected to keep their corporate data current in our database. Some updates in corporate data may necessitate a contract amendment. The software will assist both the ASAPs and Providers in this regard.

The online system will force validation rules governing a Bidder's completion of the NOI. These validation rules will greatly limit or prevent incomplete data entry. A Bidder's failure to abide by the validation rules will prevent them from submitting their NOI to EOEA. Providers may edit their NOI until it is submitted to EOEA. Submission will occur by way of the Internet; no longer will document labeling or email attachments be necessary. Please note that, minor changes have been made to all NOI forms.

Upon receipt of a Bidder's NOI, EOEA will review and approve or reject the submission within 45 days. Bidders can learn of their application's status by logging into the NOI system. A rejected application will generate an email directly to the unsuccessful bidder, which contains a brief though specific explanation for the rejection.

Though the NOI will be a web-based document going forward, the actual **Provider Agreement** between the ASAP and Provider will continue to be a hardcopy document requiring wet signatures and handwritten dates. However, the new system will allow for these signed documents to be uploaded and available for viewing by ASAPs and providers at any time.

Please note that the Homemaker NOI collects Provider information and unit rate bids pertaining solely for the provision of Homemaker and Personal Care Homemaker services. The NOI process and the unit rates it generates have no bearing on class rates established by Health Care Finance & Policy for certified services such as home health aides, skilled nursing services, or group adult foster care.

Getting Ready to Complete the NOI – Common Questions

What reference materials should I have read beforehand?

- Before beginning to complete the NOI Application, familiarize yourself with the *Homemaker Standards* and *Personal Care Guidelines*. The Public Documents link on <https://noi.800ageinfo.com/> will take you to documents where services are defined, employee orientation, training, and supervision requirements identified, etc. Your company must operate in compliance with these requirements.
- Familiarize yourself with the *Rate Calculation Instructions* prior to bidding your hourly billing rate in the **Unit Rate Calculation** section of the NOI Application.
- Read through all sections of the application, taking note of each policy and procedure addressed therein.

What materials do I need to have at my fingertips?

- Have your current W-9 Form handy. You will need to enter your legal name and d/b/a, if any, onto your Application as they appear on your W-9 Form.
- Applicants should have a scanned version of their current liability insurance certificate available.
- Check that all your company's existing policies and procedures are current and available in electronic format, and ready for upload into the NOI system.

Are there any technical requirements to use the new web-based NOI?

- The NOI application is web-based; providers will only need a working internet connection to complete the application. For best performance, users should use a recent browser version.

How do I navigate through the new web-based NOI?

- Navigating from screen to screen is self-explanatory. Screenshots from the application walking you through the process are presented later in this guide.
- **Make sure you save often as you complete your application!**

May I work on my Application, close it out and return to work on it at a later time?

- Yes. At any time you may stop work on your NOI Application, save your data and return at another time as long as the application has not been submitted. The application must be completed in its entirety in order to submit to EOEa.

*Validation rules built into the software require submission of the entire NOI Application as one complete package, i.e. all sections of the application, and various attachments. The software precludes the submission of incomplete data elements or the skipping of items.

What happens after I submit my NOI Application?

- EOEa will review your NOI Application and either accept it or reject it. If accepted, your company will be added to the **Approved Provider List**. You can view the status of your submitted application at any time by logging into the system. After your application is approved by EOEa (within 45 days), then the ASAPs would then need to “approve” your application in order for you to contract with them.
- Once your NOI Application is accepted by EOEa, that information will be available to the ASAPs checked off in the **ASAP Selection and Towns Service Ability** section of your NOI application.
- We ask that providers refrain from contacting EOEa or the ASAPs regarding the status of their application.

Completing the NOI – Steps Providers Need to Do in the System

Please follow the steps below to complete your provider NOI application. Steps 1 through 4 are completed in the NOI online system. Find detailed instructions for each step in the sections that follow.

Step 1	Register your user account on the NOI Provider Management System website: https://noi.800ageinfo.com
Step 2	Confirm your account by clicking the link emailed to you, and log into the system
Step 3	Initiate your application. Complete all sections, then click <i>Save and Submit</i>
Step 4	Log in regularly: Check the status of your application for EOEa approval and ASAP contracting opportunities

Step 1: Register your User Account

1. In your internet browser, type or paste in the web address for the NOI Provider Management System: <https://noi.800ageinfo.com/> . This will take you to the NOI Provider Registration/Login page:



[NOI Provider Registration/Login Page]

2. Click *Register* in the upper right corner of the screen:



3. Complete the 3 sections on the registration page: *Provider Information, Primary Contact Information, and Account Information.*

*Note: If your organization is certified as women or minority owned, you must attach your SDO Certificate by clicking the Select SDO Certificate box, locating the document on your system, and uploading it.

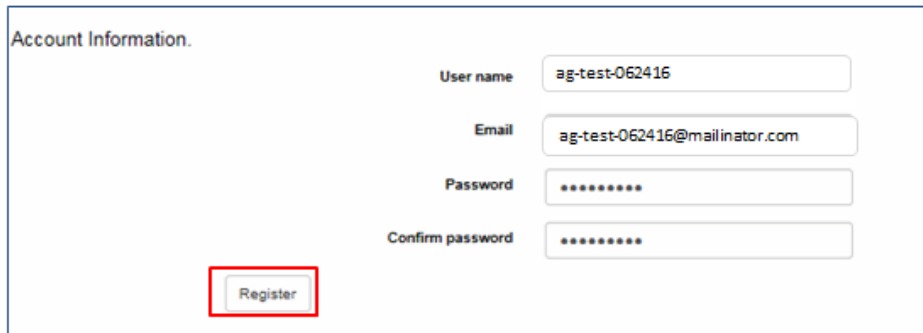
See below for the required information providers will need when registering on the NOI website:

Provider Information	Notes
Provider Legal Business Name	
Provider Doing Business as (DBA)	
Originated / Incorporated on	
State where business organized/incorporated	
Business Type	<i>Select best description from dropdown</i>
FEIN	
Address	
City	
State	
Zip	
Business is women owned?	<i>If yes, upload SDO Certificate</i>
Business is minority owned?	<i>If yes, upload SDO Certificate</i>

Primary Contact Information	
Last Name	
First Name	
Title	
Phone	
Fax	
Email	<i>Double check for accuracy!</i>

Account Information	
User name	<i>The name you will use to login</i>
Email	<i>Double check for accuracy!</i>
Password	
Confirm Password	

4. Click Register at the bottom of the page (after *Account Information* section) when complete.



Account Information.

User name

Email

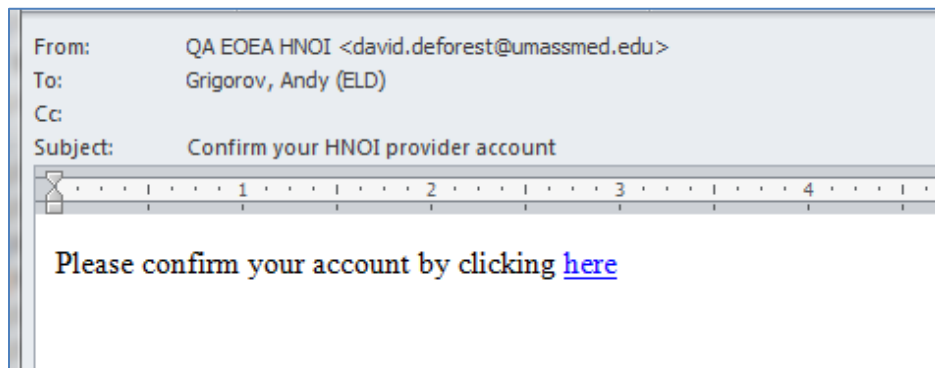
Password

Confirm password

Step 2: Confirm your Account

After completing the Registration form and clicking Register, an email will be sent to the email address that you entered under *Account Information*.

5. Click on the link in the email message you received to complete the registration process.



6. This will bring you back to the provider login page. Click *Login* at the top right of the screen:



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For Massachusetts Elders, Families & Individuals With Disabilities

Provider Contracting System Home Approved Provider List About Contact Register

Welcome to the Executive Office of Elder Affairs (EOEA) Notice of Intent (NOI) Contract Management System (CMS).
This site is designed to provide public access to important information about the NOI Application process and to facilitate the contracting process between Providers and ASAPs with

7. Enter your username and password, (same username and password that you entered on the registration form/ *Account Information* section) and click Log In:

Log in.

Use a local account to log in.

User name:

Password:

[Register as a Provider](#)
[Forgot your password?](#)

Step 3: Complete Application

*Keeping Corporate data updated

All Existing NOI Providers- defined as Providers who have successfully completed the NOI previously and appear on the Current Providers List-are expected to keep their corporate data current in the database. These changes can be made any time that the NOI application is not undergoing system maintenance, essentially year-round.

*New Providers – Documents to read before completing application

New NOI Applicants seeking to be added to the **Approved Provider List** must complete and return a completed web-based NOI and undergo EOE review and approval. Prior to completing the NOI, New Applicants are encouraged to familiarize themselves with the reference documents posted on the NOI homepage, including the:

- **Attachment A: Homemaker Standards and Personal Care Guidelines and Requirements of Prevention, Reporting & Investigation of Abuse by Homemakers & Home Health Aides under 105 CMR 155.000 et seq.**
- **Attachment B: Massachusetts Guide to ASAPs**
- **Attachment C: Homemaker/Personal Care/Non-Homemaker Services Provider Agreement**
- **Attachment D: PI-03-17 Elder Rights Review Committee**

8. Once logged into the NOI Provider Management System for the first time, you will be brought to your provider home page. Click on the *Application* button to begin completing your application. (Once you have completed your application, it will appear in the table below the *Application* button.)

The screenshot shows the NOI Provider Management System interface. At the top, there is a button labeled "Application" which is highlighted with a red rectangular box. Below this button is a table with a header row containing the following columns: ASAP, Application Status, Contract Type, Contract Status, Contract PDF, Effective Date, Updated Date, Updated By, and Commands. The table body is currently empty, displaying "No items to display".

*Note regarding the 2016 Home Care Aide Council Survey

All providers are asked to complete a survey administered by the Massachusetts Home Care Aide Council when they complete their NOI application. Survey responses have no impact on the decision made to accept or reject the application, and ASAPs do not have access to survey data. The text box you see when logging in serves as a reminder until you have completed the survey:

The Home Care Aide Council would like you to take this Survey.

Please take a moment to take our provider survey

9. When you open the application, you will see 13 sections, each with a green check mark or a red 'X' next to it. A check mark indicates that you have completed the section, an 'X' displays next to a section that is incomplete. All sections need to be completed in order to successfully submit the application.

Notice that for first time users, the *Provider Corporate Data* section has been completed. This is the information that you entered when you registered your provider information initially. You can edit this information if necessary.

It is important that you save each section as you proceed through the application, as a safeguard against potential network or internet interruptions.

Provider Contracting System Home Public Documents Approved Provider List About Contact Manage ag-test-062416 Log off

NOI Application

✓	1. Provider Corporate Data	▼
✗	2. Unit Rate Calculation	▼
✗	3. (Full Time Equivalent) Worker Count	▼
✗	4. Assurances & Certifications	▼
✗	5. ASAP Selection and Towns Service Ability	▼
✗	6. Service Capability	▼
✗	7. Client / Service Coordination	▼
✗	8. Client Tracking	▼
✗	9. Staffing Structure	▼
✗	10. Hiring and Equal Opportunity	▼
✗	11. Staff Supervision	▼
✗	12. Billing Verification	▼
✗	13. Policies and Procedures	▼

Save Save and Submit Cancel

*Note on expanding/collapsing sections of the Application

You can expand/collapse an individual section by clicking on the section itself or the arrow to the far right of each section. You can expand/collapse all sections at once by clicking the '+' or '-' button at the

top right part of the screen:

NOI Application

To avoid screen clutter, it can be helpful to collapse the sections that you are not currently working on.

10. Open the **Unit Rate Calculation** section either by clicking on the section, or by clicking the arrow to the far right. Please read the Unit Rate Calculation instructions below.

Using existing payroll data, calculate your average hourly cost to provide each individual homemaker benefit. If you do not offer a given benefit such as “Annuity Pension” or “Day Care,” then enter zero (0.00) dollars. If you are a brand new startup company and have no payroll data, base your calculations of your proposed homemaker compensation – base wages and non-statutory fringe (as defined by the items appearing on the top half of the page);

- A formula embedded in the online system will total your average hourly employee compensation. For Fiscal Year 2017 your “TOTAL Hourly Average” cannot be less than **\$12.69 per hour**.
- A formula embedded in the online system will enter your “TOTAL Hourly Average” dollar amount in Box 13 on the line labeled “Total Hourly Average.”
- Using existing payroll data, calculate your *average hourly administrative overhead*. Factor in the cost of administrative salaries, utilities, rent, and statutory fringe benefits such as Workmen’s Comp/Unemployment Comp. etc. Enter this dollar amount in Box 15 labeled “Hourly Administrative Overhead.”
- A formula embedded in the system will tally lines 14 and 15 to enter the combined dollar figure on Line 16, entitled “Hourly Unit Rate.” This dollar amount will be your proposed starting point for any rate negotiations with the ASAPs.

2. Unit Rate Calculation

Unit Rate Calculation of Average (Hourly) Employee Compensation

Important Note: To be completed at this time only by Providers not currently under Contract with one or more ASAPs for the provision of homemaker or personal care homemaker services.

1. Base Wages

2. Health/Life Insurance

3. Travel Stipend

4. Training Wages

5. Holiday Pay

6. Transportation Expense

7. Sick Pay

8. Bereavement Pay

9. Personal Days Pay

10. Annuity Pension

11. Vacation Pay

12. Day Care

13. Total Hourly Average

\$0.00

Calculation of Hourly Unit Rate

14. Average Hourly Compensation

\$0.00

15. Hourly Administrative Overhead

16. Hourly Unit Rate

\$0.00

Minimum of \$12.69

(including all costs associated with statutory fringe)

[Unit Rate Calculation Page]

Page 10

Additional Rate Calculation Instructions:

In order to contract with an ASAP for the provision of homemaker/personal care homemaker services:

(1) New Providers must submit an hourly, unit-billing rate for services. Rate must be divisible by four (4) to afford billing by the quarter hour. This rate shall be the starting point for rate negotiations with each ASAP with whom you contract (*Provider Agreement*). **(2)** Unit rates, including each negotiation between a Provider and an ASAP, must be in writing using Page 2 of the ***NOI Application***, with an original, signed copy on file at the applicable ASAP.

All unit rates must be built upon the following criteria:

- A. Your Unit Rate calculation must include the ***average employee compensation*** mandated by the Executive Office of Elder Affairs for homemakers/personal care homemakers whose wages are reimbursed to your agency with public funds for homemaker and personal care services.
- B. For new Providers, your Unit Rate will be your hourly billing rate for homemaker/personal care homemaker services in FY2017 unless you negotiate a different rate(s) with one or more ASAPs, or a consortium thereof. If you enter into said negotiations, the Unit Rate submitted as part of the ***NOI Application*** will become the starting point for all negotiations.
- C. For Providers currently holding contracts with one or more ASAPs, your current Unit Rate(s) will be your hourly billing rate(s) for homemaker/personal care homemaker services in FY2017 unless you negotiate a different rate(s) with one or more ASAPs, or a consortium thereof. If you enter into said negotiations, your current Unit Rate(s) with a specific ASAP will serve as the starting point for all negotiations with that ASAP.
- D. Your Unit Rate does not apply to any certified services. **Exclude all costs associated with the provision of certified services, e.g. home health aide or skilled nursing, when calculating your Unit Rate.**
- E. Document your Unit Rate using Page Two of the ***NOI Application***. Be sure to include the ***average worker compensation*** mandate (base wage & non-statutory fringe), which **until further notice, must be at least \$12.69 per hour.**
- F. Do not combine the cost of any non-statutory fringe benefit (see Item H) within the Base Wages calculation.
- G. Base your computations on actual cost data whenever possible.
- H. Non-statutory fringe is defined as employee benefits, such as life/health/medical insurance, pension and annuity plans, day care, wages for training, transportation expenses, travel stipend, vacation, sick time, holidays, bereavement and personal leave. If you do not offer a given non-statutory benefit, enter zero (0) on that line.
- I. Exclude the cost of uniforms or identification badges, the cost of employment medical exams (in short, any expense that does not fit the above definition of ***non-statutory*** employee benefits) from the ***average employee compensation*** calculation. **These costs are to be factored into the administrative overhead portion of the Unit Rate.**

- J. Exclude from the **average employee compensation** calculation any costs directly attributable to “no-shows,” i.e. the non-delivery of authorized services for reasons beyond the Provider’s control. These costs are to be factored into the administrative overhead portion of the Unit Rate.

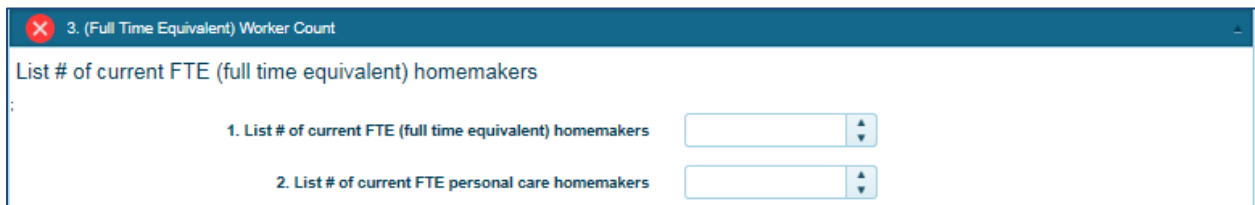
11. As you complete each section, save your changes. Do this by clicking *Save* at the bottom of the page.



A screenshot of a sidebar menu with a light blue background. The menu items are: 8. Client Tracking, 9. Staffing Structure, 10. Hiring and Equal Opportunity, 11. Staff Supervision, 12. Billing Verification, and 13. Policies and Procedures. Each item has a red 'X' icon to its left and a small 'v' icon to its right. At the bottom of the sidebar, there are three buttons: 'Save' (highlighted with a red rectangle), 'Save and Submit', and 'Cancel'.

12. Complete the **(Full Time Equivalent) Worker Count** section.

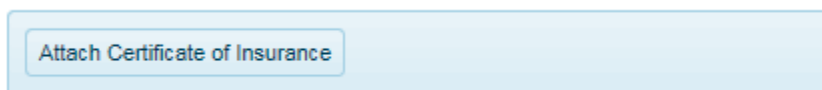
In the first field enter current numbers of FTE homemakers employed, who perform **homemaker duties only**. In the second field enter the number of FTEs who are able to perform **both** homemaker and personal care duties.



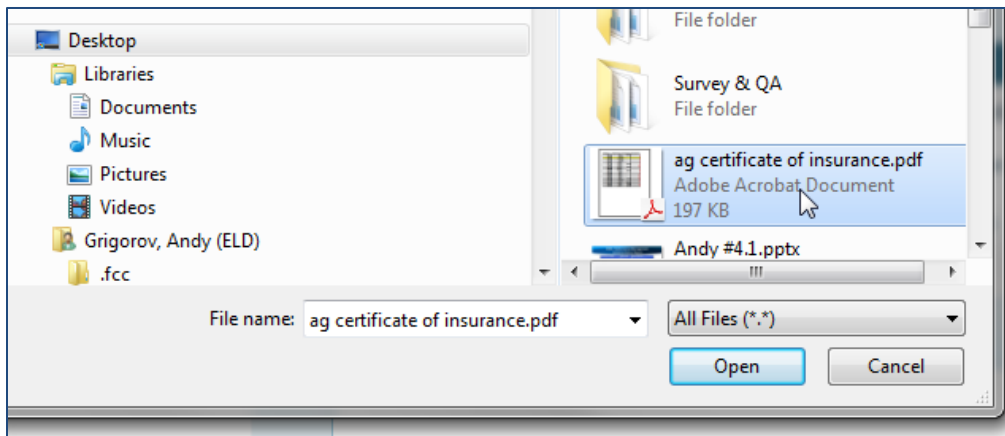
A screenshot of a form titled '3. (Full Time Equivalent) Worker Count'. The form has a blue header bar with a red 'X' icon and the title. Below the header, the text 'List # of current FTE (full time equivalent) homemakers' is displayed. There are two input fields with dropdown arrows: '1. List # of current FTE (full time equivalent) homemakers' and '2. List # of current FTE personal care homemakers'.

13. Complete the **Assurances & Certifications** section. Read each item and check off all assurances.

To attach your Certificate of Insurance, click the box and locate the document in your system. Click on the document, and then *Open* to attach it to your application.



A screenshot of a button labeled 'Attach Certificate of Insurance' with a light blue background and a thin border.



14. Complete the **ASAP Selection and Towns Service Ability** Section

Before completing, read *Attachment B: Massachusetts Guide to the ASAP*, found at the end of these instructions. (Also available by clicking on the Public Documents from your login page.) Determine which ASAP or ASAPs you hope to contract with for the provision of homemaker and/or personal care homemaker services.

Check off the appropriate ASAPs on the list. As you do so, the corresponding towns for each ASAP will appear, checked by default. If there are any towns that you cannot service, uncheck them. If you have any limitations for a particular town, you may note that in the *limitations* field.

Check box next to ASAP; Uncheck town if not serviced; add limitations if needed

Select	City / Town	Limitations
☒	1. BayPath Elder Services	
☒	Ashland	
☐	Dover	
☒	Framingham	
☒	Holliston	no Personal Care currently available
☒	Hopkinton	
☒	Hudson	

15. Complete each remaining section of the application in its entirety, saving each section as you proceed.

When finished, click *Save and Submit*. If you still need to complete items and will come back to it later, click on *Save*. The system will tell you if any items are missing, or improperly entered. Once the correction(s) has been made, click *Save and Submit* again.

* If you are completing your application in 2016, after submitting you will be directed to the Massachusetts Home Care Aide Employer Survey.

*Notes on completing application

- Be sure to respond to every question with concise, specific answers. In some instances, the software will allow you to skip a non-applicable question by checking N/A.
- There are several instances where you have the opportunity to type in a policy or procedural statement, or attach an existing policy/procedure. You must do at least one of these options; otherwise the software will not allow you to complete and submit the application.
- Certain grids, which do not have an option for N/A, must be completed in their entirety. Below is an example: Question 6 in the **Service Capability** Section.

6. Indicate by address which office maintains the following records:

	Street Address	City	State	Zip	Phone #
a. Client		null	null	null	null
b. Personnel	null	null	null	null	null
c. Fiscal	null	null	null	null	null

Click on each field and enter text. For this question, all fields must be entered

Step 4: Application Status and ASAP Contracting Opportunities

After the application has been reviewed and a determination made by EOEa (within a maximum of 45 days), it will reappear with the status noted at the top of the page. [The survey reminder, if applicable, will remain on your home page until the survey has been completed and submitted.]

If your application was approved by EOEa, rows will appear below for each ASAP service area you stated that you could cover in your application. In the example below, the provider's application has been approved by EOEa, and the provider indicated that they can cover the towns in BayPath Elder Services' service area. If additional ASAPs were checked off in the application, each would appear on an additional row.

Provider Contracting System Home Public Documents Approved Provider List About Contact Manage ag-test-062416 Log off

ag-test-062416 Application Status: Provider Application was Submitted to EOEa and Approved

Drag a column header and drop it here to group by that column

ASAP	Application Status	Contract Type	Contract Status	Contract PDF	Effective Date	Updated Date	Updated By	Commands
BayPath Elder Services	Submitted							Review Contract

1 - 1 of 1 items

*If your application was rejected by EOEa, this will be stated at the top of the page. You are allowed 90 days to edit and resubmit your rejected application.

ASAP Contracting Process

If an ASAP is interested in negotiating a contract with you, you will see this clearly noted on your NOI home page. You will see a Contract Status of Reviewable if the ASAP would like to enter into negotiations with you. If the ASAP has executed the contract, the signed contract hard copy is available by clicking on the link in the *Contract PDF* column.

Drag a column header and drop it here to group by that column								
ASAP	Application Status	Contract Type	Contract Status	Contract PDF	Effective Date	Updated Date	Updated By	Commands
BayPath Elder Services	Accepted	ContractHardCopy	Reviewable	 View Contract PDF	8/1/2016	7/5/2016 11:34:38 AM	UMASSMED\GrigoroA	Review Contract

Review the contract by clicking on the *Review Contract* button on the far right. This allows you to review certain details within the contract, including Performance of service dates, Cities and towns to be served under the contract, and contracted unit rates.

Rate Negotiations, Contracting, and Additional Notes

- Rate negotiations may occur at any time between approved Providers, included on the **Approved Provider List** posted on www.800AgeInfo.com, and ASAPs.
- In order to best serve elders residing in their planning and service areas, ASAPs may choose to negotiate evening and/or weekend differentials, and/or separate unit rates for geographically hard to serve areas, and/or separate unit rates for clustered/housing sites where client density minimizes worker travel, etc.
- If/when a Provider and ASAP choose to negotiate multiple rates there must be a rationale associated with each rate, i.e. a clustered housing site, a rural/hard to reach community, worker safety issues for a given neighborhood, etc. If/when multiple rates are negotiated, rates will be determined at contract time.
- Provider rates may be re-negotiated at any time, but at least annually as part of the NOI process.
- Upon request of the Executive Office of Elder Affairs, the ASAP shall, within 30 days, submit copies of all *FY2017 NOI Applications* and *Certificates of Insurance* pertaining to those Providers with whom it has signed a contract.
- ASAPS can only contract with homemaker and/or personal care homemaker Providers that have submitted a NOI Application acceptable to EOEa. Each accepted NOI Application is posted on <https://noi.800ageinfo.com/>. ASAPs are advised not to contract with any Provider who's NOI Application if they appraise it to be vague, inaccurate, incomplete or falling outside the directions and parameters prescribed herein by Elder Affairs.
- Of particular importance is the failure to compensate workers according to Elder Affairs' mandated **average employee compensation of \$12.69 per hour**. All negotiated rates must compensate workers at or above this mandated dollar figure.

- Contract and rate negotiations may be handled differently by each ASAP. Inquire as to their process and timeline. Each ASAP is governed by a Board of Directors. The level of each Board of Directors' involvement in contract decisions varies. You may need to meet with a Board committee. All contract decisions require a vote by the Board of Directors. Directors typically meet monthly, though each Board is autonomous and may be structured to function differently. Contracting may be a more formalized and involved process at some ASAPs.

To Negotiate a Rate in NOI System

In order to negotiate a rate, the Contract must be in Reviewable status.

- Click on *Review Contract*.

Drag a column header and drop it here to group by that column

ASAP	Application Status	Contract Type	Contract Status	Contract PDF	Effective Date	Updated Date	Updated By	Commands
BayPath Elder Services	Accepted	ContractHardCopy	Reviewable	View Contract PDF	8/1/2016	7/5/2016 11:34:35 AM	UMASSMEDCHGrgono	Review Contract

- Scroll to the *Contracted Unit Rates* section, and find the rate(s) that you would like to negotiate.

Contracted Unit Rates

Select	Service Description	Unit Rate (15 Min)	Hourly Rate (Calculated)	
☒	Homemaker – 42+	\$3.75	\$15.00	Rate Sheet

- Click the *Rate Sheet* button to the right of the calculated hourly rate, and complete the grid as you did in the original application. Be sure to **save** your changes at the bottom of the page.

Calculation of Hourly Unit Rate

14. Average Hourly Compensation	\$12.69	Minimum of \$12.69
15. Hourly Administrative Overhead	\$2.22	*
(including all costs associated with statutory fringe)		
16. Hourly Unit Rate	\$14.91	

[Save](#) [Cancel](#)

- Returning to the Contract Details page, click Save Contract. The ASAP will now be able to view your suggested change, and continue negotiations if desired.

Executing/Finalizing the Contract

If the negotiated rate is accepted, the next step will be for the ASAP to *execute* the contract. By clicking the *Signed Contract Hard Copy* link, you can print out the contract, and have it signed by an authorized representative. The signed paper contract should then be sent by standard post to the ASAP to maintain in their files.

Keep Your Corporate Information Updated!

You are now able to access the NOI Provider Management System at virtually any time during the year if you need to edit your provider record.

Visit EOE's NOI website regularly for announcements, general information, and important documents.

Attachment A – Homemaker Standards and Personal Care Guidelines

ATTACHMENT A

HOMEMAKER STANDARDS AND PERSONAL CARE GUIDELINES

05/01/2014

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 (SHCA) 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 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-14-03, Coordination and Reimbursement of Home Health Services Protocol, 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 Tuberculosis Guidelines.
- 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.

- I. 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 EOE-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 individuals 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 of 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 quarterly 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,
- documented 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.

END ATTACHMENT A

Attachment B – Massachusetts Guide to ASAPs

COMMONWEALTH OF MASSACHUSETTS EXECUTIVE OFFICE OF ELDER AFFAIRS

AGING SERVICES ACCESS POINTS/AREA AGENCIES ON AGING
revised 7/2016

[*BayPath Elder Services, Inc.](#)

[Boston Senior Home Care](#)

[*Bristol Elder Services](#)

[Central Boston Elder Services, Inc](#)

[*Central Mass Agency on Aging, Inc](#)

[*Coastline Elderly Services, Inc](#)

[*Commission on Affairs of the Elderly](#)

[*Elder Services of Berkshire County, Inc](#)

[*Elder Services of Cape Cod and the Islands, Inc](#)

[*Elder Services of Merrimack Valley, Inc](#)

[Elder Services of Worcester Area, Inc](#)

[Ethos](#)

[*Greater Lynn Senior Services, Inc](#)

[*Greater Springfield Senior Services, Inc](#)

[*Health & Social Services Consortium, Inc. \(HESSCO\)](#)

[*Highland Valley Elder Services, Inc](#)

[*LifePath, Inc.](#)

[*Minuteman Senior Services, Inc](#)

[Montachusett Home Care Corporation](#)

[*Mystic Valley Elder Services, Inc](#)

[*North Shore Elder Services, Inc](#)

[Old Colony Elderly Services, Inc](#)

[*Old Colony Planning Council](#)

[*SeniorCare, Inc](#)

[*Somerville/Cambridge Elder Services, Inc](#)

[*South Shore Elder Services, Inc](#)

[*Springwell](#)

[Tri-Valley Elder Services, Inc](#)

[*WestMass ElderCare, Inc](#)

***Baypath Elder Services, Inc.**

33 Boston Post Road West
Marlborough, MA 01752
(508) 573-7200

TTY: (508)573-7282

FAX: (508)573-7222

Ashland, Dover, Framingham,

Holliston, Hopkinton, Hudson,
Marlborough, Natick, Northborough,
Sherborn, Southborough, Sudbury,

Wayland, Westborough

Christine Alessandro, Executive Director

Boston Senior Home Care

89 South Street
Lincoln Plaza-Suite 501
Boston, MA 02111-1720

(617) 451-6400

TTY: (617) 695-0437

FAX: (617) 451-6631

Beacon Hill/WestEnd, Charlestown,
Chinatown, Columbia Point, Dorchester,
East Boston, East Mattapan, North End,
South Boston

(617) 292-6211 BOSTON ELDER INFO.**

Meg Hogan, Chief Executive Officer

***Bristol Elder Services, Inc.**

1 Father DeValles Boulevard, Unit 8
Fall River, MA 02723
(508) 675-2101

FAX (508) 679-0320

Attleboro, Berkley, Dighton, Fall River,
Freetown, Mansfield, North Attleboro,
Seekonk, Somerset, Swansea, Taunton,
Westport, Norton, Raynham, Rehoboth

Nancy R. Munson, Executive Director

Central Boston Elder Services, Inc.

2315 Washington Street

Boston, MA 02119

(617) 277-7416 – 7818

TDD: (617) 277-6691

FAX: (617) 277-2005

Allston, Back Bay, Brighton, Fenway,

Jamaica Plain, North Dorchester,

Parker Hill, Roxbury

Catherine Hardaway, Executive Director

*AREA AGENCY ON AGING

****{INFORMATION AND REFERRAL CALLS FOR THE THREE BOSTON
AGING SERVICES ACCESS POINTS)}**

***Central Mass Agency on Aging, Inc.**

See Worcester, Montachusett and Tri-Valley

360 West Boylston Street

West Boylston, MA 01583

(508) 852-5539

Toll Free: (800) 244-3032

TDD: (508) 852-5539

FAX: (508) 852-5425

Robert Dwyer, Executive Director

***Coastline Elderly Services, Inc.**

1646 Purchase Street

New Bedford, MA 02740

(508) 999-6400

TDD: (508) 994-4265

FAX: (508) 993-6510

Acushnet, Dartmouth, Fairhaven,
Gosnold, Marion, Mattapoisett, New Bedford

North Dartmouth, Rochester

Paula Shiner, Chief Executive Officer

***Commission on Affairs of the Elderly**

City of Boston

Boston City Hall

One City Hall Plaza / Room 271

Boston, MA 02201

(617) 635-4366; Hot Line: 635-4646

TDD: (617) 635-4599

FAX: (617) 635-3213

Emily Shea, Commissioner

***Elder Services of Berkshire County, Inc.**

877 South Street, Suite 4E

Pittsfield, MA 01201

(413) 499-0524

Toll Free: (800) 544-5242

FAX: (413) 442-6443

Adams, Alford, Becket, Cheshire,
Clarksburg, Dalton, Egremont, Florida,

Great Barrington, Hancock, Hinsdale,

Lanesborough, Lee, Lenox, Monterey,

Mount Washington, New Ashford,

New Marlborough, North Adams, Otis, Peru

Pittsfield, Richmond, Sandisfield, Savoy,

Sheffield, Stockbridge, Tyringham, Washington

John Lutz, Executive Director

West Stockbridge, Williamstown, Windsor

***AREA AGENCY ON AGING**

***Elder Services of Cape Cod**

and the Islands, Inc.

68 Route 134

South Dennis, MA 02660-3774

(508) 394-4630

Toll Free: 800-244-4630 (on Cape Cod)

Barnstable, Bourne, Brewster, Buzzards Bay

Centerville, Chatham, Chilmark, Dennis, Eastham,
Edgartown, Falmouth, Gay Head

Harwich, Hyannis, Mashpee,

Nantucket, Oak Bluffs, Orleans

Provincetown, Sandwich, Tisbury, Truro,

800-442-4492 (off Cape)

Vineyard Haven, Wellfleet, West Tisbury, Yarmouth

Leslie E. Scheer, Executive Director

***Elder Services of Merrimac Valley, Inc.**

280 Merrimack Street, Suite 400

Lawrence, MA 01843

(978) 683-7747

Toll Free: (800) 892-0890

TDD: (800) 924-4222

FAX: (978) 687-1067

Amesbury, Andover, Billerica,

Boxford, Chelmsford, Dracut,
Dunstable, Georgetown, Groveland,

Haverhill, Lawrence, Lowell,

Merrimac, Methuen, Newbury,

Newburyport, North Andover,

Rowley, Salisbury, Tewksbury,

Tyngsborough, Westford, West Newbury,

Rosanne DiStefano, Executive Director

Elder Services of Worcester

Area, Inc.

67 Millbrook Street, Suite 100

Worcester, MA 01606

(508) 756-1545

TDD: (508) 792-4541

FAX: (508) 754-7771

Auburn, Barre, Boylston, Grafton,

Hardwick, Holden, Leicester, Millbury,

New Braintree, Oakham, Paxton,

Rutland, Shrewsbury, West Boylston,

Worcester

Louis Swan, Executive Director

Ethos

555 Amory Street

Jamaica Plain, MA 02130-26726

(617) 522-6700 / FAX: (617) 524-2899

TDD: (617) 524-2687

Hyde Park, South Jamaica Plain,

Roslindale, West Roxbury,

West Mattapan

Dale Mitchell, Executive Director

* AREA AGENCY ON AGING

***Greater Lynn Senior Services, Inc.**

8 Silsbee Street

Lynn, MA 01901

(781) 599-0110

TDD: (781) 477-9632

FAX: (781) 592-7540

Lynn, Lynnfield, Nahant, Saugus,

Swampscott

Paul Crowley, Executive Director

***Greater Springfield Senior Services, Inc.**

66 Industry Avenue Suite 9

Agawam, Brimfield, East Longmeadow,

Hampden, Holland, Longmeadow,

Springfield, MA 01104

(413) 781-8800

(800) 649-3641

TDD: (413) 272-0399

FAX: (413) 781-0632

Monson, Palmer, Springfield,

Wales, West Springfield, Wilbraham

Elaine Massery, Executive Director

***Health & Social Services Consortium**
Inc. (HESSCO)

One Merchant Street

Sharon, MA 02067

(781) 784-4944

Toll Free: 800-462-5221

FAX: (781) 784-4922

Canton, Dedham, Foxborough,
Medfield, Millis, Norfolk, Norwood,

Plainville, Sharon, Walpole,

Westwood, Wrentham

Mary Jean McDermott, Executive Director

***Highland Valley Elder Services, Inc.**

320 Riverside Drive, Suite B

Florence, MA 01062-2700

(413) 586-2000

Toll Free: (800) 322-0551

TDD: (413) 585-8160

Amherst, Blandford, Chester,

Chesterfield, Cummington,

Easthampton, Goshen, Granville,

Hadley, Hatfield, Huntington,

Middlefield, Montgomery,

Northampton, Pelham, Plainfield,

FAX: (413) 584-7076

Russell, Southampton, Southwick

Tolland, Westfield, Westhampton,

Williamsburg, Worthington

Allan Ouimet, Executive Director

***AREA AGENCY ON AGING**

***LifePath, Inc.**

330 Montague City Road, Suite #1
Turners Falls, MA 01376 - 2530

(413) 773-5555

(800) 732-4636

TDD: (413) 772-6566

FAX: (413) 772-1084

Ashfield, Athol, Bernardston,

Buckland, Charlemont, Colrain,
Conway, Deerfield, Erving, Gill,

Greenfield, Hawley, Heath, Leverett,

Leyden, Monroe, Montague, New

Salem, Northfield, Orange, Petersham

Phillipston, Rowe, Royalston, Shelburne,

Shutesbury, Sunderland, Warwick, Wendell,

Whately

Roseann Martoccia, Executive Director

***Minuteman Senior Services, Inc.**

26 Crosby Drive

Bedford, MA 01730

(781) 272-7177

TDD: (617) 272-3114

FAX: (781) 229-6190

Acton, Arlington, Bedford, Boxborough,

Burlington, Carlisle, Concord, Harvard,

Lexington, Lincoln, Littleton, Maynard,

Stow, Wilmington, Winchester, Woburn

Kelly Magee-Wright , Executive Director

Montachusett Home Care Corporation

Crossroads Office Park

680 Mechanic St. - Suite 120

Leominster, MA 01453-4402

(978) 537-7411

(800) 734-7312

TDD: (978) 534-6273

FAX: (978) 537-9843

Ashburnham, Ashby, Ayer, Berlin,
Bolton, Clinton, Fitchberg, Gardner,

Groton, Hubbardston, Lancaster,

Leominster, Lunenburg, Pepperell,

Princeton, Shirley, Sterling, Templeton,

Townsend, Westminster, Winchendon

Greg Giuliano, Executive Director

***Mystic Valley Elder Services, Inc.**

19 Riverview Business Park

300 Commercial Street

Malden, MA 02148

(781) 324-7705

TDD (781) 321-8880

FAX: (781) 324-1369

Chelsea, Everett, Malden, Medford, Melrose,

North Reading, Reading, Revere, Stoneham,

Wakefield, Winthrop

Daniel O'Leary, Executive Director

***AREA AGENCY ON AGING**

***North Shore Elder Services, Inc.**

300 Rosewood Drive, Suite 200

Danvers, MA 01923

(978) 750-4540

TDD: (978) 624-2244

FAX: (978) 750-8053

Danvers, Marblehead, Middleton,

Peabody, Salem

Paul Lanzikos, Executive Director

Old Colony Elder Services, Inc.

144 Main St., P.O. Box 4469-02303

Brockton, MA 02301

(508) 584-1561; 586-3700

Toll Free: (800) 242-0246

TDD: (508) 587-0280

FAX: (508) 584-6005 or 897-0031

Abington, Avon, Bridgewater,

Brockton, Carver, Duxbury,

East Bridgewater, Easton,

Halifax, Hanover, Hanson,

Kingston, Lakeville, Marshfield,

Middleborough, North Easton, Pembroke,

Plymouth, Plympton, Rockland,

Stoughton, Wareham, West Bridgewater,

Whitman

Diana L. DiGiorgi, Executive Director

***Old Colony Planning Council**

Abington, Avon, Bridgewater,

70 School Street

Brockton, MA 02301

(508) 583-1833

FAX: (508) 559-8768

Pasquale Ciaramella, Executive Director

Brockton, Carver, Duxbury, East

Bridgewater, Easton, Halifax,

Hanover, Hanson, Kingston, Lakeville,
Marshfield, Middleborough, North Easton,

Pembroke, Plymouth, Plympton,

Rockland, Stoughton, Wareham,

West Bridgewater, Whitman

***SeniorCare, Inc.**

5 Blackburn Center

Gloucester, MA 01930-2259

TDD: (978) 468-1193

(978) 281-1750

FAX: (978) 281-1753

Beverly, Essex, Gloucester,

Hamilton, Ipswich, Manchester,

Rockport, Topsfield, Wenham

Scott Trenti, Executive Director

***AREA AGENCY ON AGING**

***Somerville/Cambridge Elder**

Services, Inc.

61 Medford Street

Somerville, MA 02143-3429

(617) 628-2601; 2602

Cambridge and Somerville

TDD: (617) 628-1705

FAX: (617) 628-1085

John F. O'Neill, Executive Director

***South Shore Elder Services, Inc.**

1515 Washington Street

Braintree, MA 02184

(781) 848-3910

TDD: (781) 356-1992

FAX: (781) 843-8279

Braintree, Cohasset, Hingham,

Holbrook, Hull, Milton, Norwell,

Quincy, Randolph, Scituate,

Weymouth

Sandra Lindsey, Chief Executive Director

***Springwell**

307 Waverley Oaks Road

Suite 205

Waltham, MA 02452

617-926-4100

TDD: (617) 926-5717

FAX: (617) 926-9897

Belmont, Brookline, Needham,

Newton, Waltham, Watertown,

Wellesley, Weston

Ruth Beckerman-Rodau, CEO

Tri-Valley Elder Services, Inc.

10 Mill Street

Dudley, MA 01571

508) 949-6640

(800) 286-6640

TDD: (508) 949-6654

FAX: (508) 949-6651

Bellingham, Blackstone, Brookfield,

Charlton, Douglas, Dudley, East Brookfield,

East Douglas, Franklin, Hopedale,

Medway, Mendon, Milford, Millville,

Northbridge, North Brookfield,

Oxford, Southbridge, Spencer,

Sturbridge, Sutton, Upton, Uxbridge,

Warren, Webster, West Brookfield, Whitinsville

Marilyn Travinski, Executive Director

*AREA AGENCY ON AGING

***WestMass ElderCare, Inc.**

4 Valley Mill Road

Holyoke, MA 01040

(413) 538-9020

Hot Line and TDD: (800) 462-2301

FAX: (413) 538-6258

Priscilla L. Chalmers, Executive Director

Belchertown, Holyoke, Ludlow,

South Hadley, Ware, Chicopee,

Granby

*AREA AGENCY ON AGING

END ATTACHMENT B

Attachment C – Homemaker/Personal Care/ Non-Homemaker Services Provider Agreement

HOMEMAKER/PERSONAL CARE/NON-HOMEMAKER SERVICES

PROVIDER AGREEMENT

This Agreement is entered into by and between [Click here to enter text.](#) the Aging Services Access Point (ASAP), a Massachusetts non-profit corporation having its principal offices located at [Click here to enter text.](#) and [Click here to enter text.](#), the Provider, with its principal offices at [Click here to enter text.](#)

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 [Click here to enter a date.](#) and shall terminate no later than [Click here to enter a date.](#) 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 EOEA, 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 EOEA, 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 EOEA.

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 EOEA 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, EOEA, 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, EOEA, 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 EOE's 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 EOE, 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 ASAP's 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 ASAP's 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 EOEA during the term of this Agreement without the prior written approval of the ASAP or EOEA.

- 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 EOEA 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.

ASAP

Authorized Signature & Date

Title

ATTACHMENT A COVERSHEET

ASAP: *Insert Service Descriptions*

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**

END ATTACHMENT C

Attachment D – PI-03-17 Elder Rights Review Committee



The Commonwealth of Massachusetts
Executive Office of Elder Affairs
One Ashburton Place, Boston, MA 02108

Program Instruction

Mitt Romney

Governor

EOEA-PI-03-17

Phone (617) 727-7750

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Kerry Healey

TTY/TTD 1-800-872-0166

Lieutenant Governor

Jennifer Davis Carey

Secretary

TO: Aging Service Access Points
Area Agencies on Aging
Councils on Aging
Elder Law Projects

FROM: Jennifer Davis Carey

DATE: June 3, 2003

SUBJ: Elder Rights Review Committee

We would like to remind you again about the Elder Rights Review Committee (ERRC). As you may know, since 1977, the ERRC has had jurisdiction over proposals by any researcher seeking to do research, surveys, or market studies which seek access to clients of any Elder Affairs grantee, subgrantee, contractor or subcontractor. The ERRC receives the

research proposal, meets with the researcher to discuss the proposal, in particular the informed consent form(s). It then votes to recommend approval, qualified approval or disapproval by the Secretary, and/or request additional information. The ERRC includes: Elder Affairs legal counsel, at least one other staff member from Elder Affairs, one physician with a background in geriatrics and social service issues, one social scientist who may be an employee of the Elder Affairs and three elders who are not employees of Elder Affairs.

The goals of the ERRC are to ensure that: elders receive adequate information regarding any research and experimentation involving them; elders are not exposed to more than minimum physical or psychological risk after careful review of the impact of any medical procedures to be performed or medication to be used during the research; the research provides some reasonable expectation of direct or indirect improvement in service or of the well-being to elders; elders understand and consent to any research; the research does not put undue pressure upon individuals to participate in the project

through either financial or psychological means; and the privacy and confidentiality of participant-related information is protected.

If there are any questions regarding the Elder Rights Review Committee, contact Tom Chung, Ph.D at 617 222-7456 or Joel Semuels, General Counsel at (617)222-7461.

PROTECTION OF CLIENTS WHO ARE PARTICIPATING IN RESEARCH

PROJECTS (ELDER RIGHTS REVIEW COMMITTEE)

6/3/2003

1. Scope and Purpose

(1)This Program Instruction sets forth requirements for the submission to the

Executive Office of Elder Affairs and for Executive Office of Elder Affairs' evaluation of proposals for research, experimentation, surveys, market research or similar research or experimentation which would affect any clients of the Executive Office of Elder Affairs when any proposal seeks access to clients through the Executive Office of Elder Affairs or any of its grantees, subgrantees, contractors or subcontractors. The Secretary shall forward all appropriate proposals to the Committee. **Please note: It is not necessary to submit a research proposal or survey to the Elder Rights Review Committee (ERRC) if the subject of the research proposal or survey involves an assessment of programs or processes of Elder Affairs, any Aging Services Access Point(s), Area Agency(ies) on Aging or Council(s) on Aging which is initiated by such agency or entity, and in which such agency is participating with a research entity. In these cases, the agency or entity is responsible for assuring the informed consent of participants and safeguarding their personal data under existing privacy laws.**

2. Definitions

Client of the Executive Office of Elder Affairs means any person receiving services administered by agents, grantees, subgrantees, contractors or subcontractors of the Executive Office of Elder Affairs.

Committee means the Elder Rights Review Committee established by the Secretary pursuant to this Program Instruction.

Data means any information concerning an individual which because of name, identifying number, mark or description can be readily associated with a particular individual.

Elder means any individual aged 60 or above.

Grantee, Subgrantee, Contractor, or Subcontractor means any agency or organization in receipt of state and federal funds, either directly or indirectly from the Executive Office of Elder Affairs, including those funded under the Older Americans Act, as amended

Informed Consent means written consent required by and conforming to section 4(2)(i) below given by a client who is physically and mentally capable of giving consent.

Project means any proposal which has been approved by the Secretary upon the recommendation of the Elder Rights Review Committee.

Proposal means any written statement of intent, conforming to section 4(2) which seeks to gain access to clients of the Executive Office of Elder Affairs or data pertaining to clients for the purpose of conducting research, experimentation, surveys, market testing or similar research or experimentation.

Researcher/Investigator means any person, agency, organization, corporation or institution wishing to gain access to clients of the Executive Office of Elder Affairs for the purpose of conducting research, experimentation, surveys, market testing or similar research or experimentation.

Secretary means the Secretary of Elder Affairs.

3. Elder Rights Review Committee

(1) Composition.

(a) The Secretary shall appoint the Elder Rights Review Committee.

The Committee shall be composed of no fewer than five members.

The Secretary shall designate the Executive Office of Elder Affairs legal counsel as chairperson. The Committee's membership shall include:

1. Executive Office of Elder Affairs legal counsel;
2. At least one other staff member for the Executive Office of Elder Affairs;
3. One physician with a background in geriatrics and social

service problems.

4. One social scientist who may be an employee of the Executive

Office of Elder Affairs;

5. Three elders who are not employees of the Executive Office of Elder Affairs.

(b) Whenever the Committee determines that its members do not possess the expertise required for the review of a proposal, it may consult with a person or persons who possess the requisite expertise and experience necessary for the review of a particular proposal at no additional cost to the Commonwealth. Such person may be an employee of the Executive Office of Elder Affairs.

(c) The Secretary may appoint additional members to the Committee as (s)he deems necessary from time to time.

(d) No Committee member shall participate in the evaluation of a proposal in which he has either a direct or indirect professional involvement or financial interest.

(2) Function.

(a) The Committee shall review all proposals submitted pursuant to section 4.

(b) The Committee shall recommend to the Secretary approval, disapproval, or qualified approval of proposals.

(c) The Committee may request researchers/investigators that have submitted proposals, to submit any additional information that the Committee may reasonably require in order to make its determination.

(3) Meetings. The Committee shall meet as necessary to review proposals and to act upon complaints filed pursuant to section 9.

(4) Procedure at Meetings.

(a) A simple majority of the appointed members shall constitute a quorum.

4. Proposals

(1) Researcher/Investigators shall submit a proposal in writing to the Secretary.

(2) Such proposals shall include, at a minimum the following information:

(a) identification of the person or persons directly responsible for the conduct of the proposal, together with the credentials of the persons to carry out the project;

(b) objectives of the proposal;

(c) source of support of the project and guidelines of the funding source;

(d) type of data sought and the methods of gaining access to said data;

- (e) methods and procedures to be employed in carrying out the proposal;
- (f) detailed enumeration of all foreseeable risks and benefits;
- (g) procedures to be followed in the event of the occurrence of adverse effects to any subjects;
- (h) method of recruiting participants, including number and required characteristics;
- (i) a copy of the Informed Consent Form to be used, which shall include, at a minimum:
 - 1. an explanation of the purpose of the proposal;
 - 2. a fair explanation of the procedure and data collection methods to be followed, including identification of any procedure which is experimental
 - 3. a description of any attendant discomfort and risks reasonably to be expected;
 - 4. a description of any benefits reasonably to be expected;
 - 5. an offer to answer any inquiries concerning the procedures;
 - 6. an instruction that the subject is free to withdraw his consent and to discontinue participation in the research project at any time without affecting the services (s)he is receiving from the participating senior center;
 - 7. an explanation of how to file a grievance;
 - 8. safeguards for the maintenance of confidentiality, including the appropriate procedures set forth by the Privacy and Confidentiality Regulations of the Executive Office of Elder Affairs;
 - 9. disposition of the data at the termination of the project;
- (j) type of final product to be expected, intended use and manner of dissemination or publication;
- (k) where applicable, disclosure of intent to establish copyright, patents, or any other rights to the product and disclosure of organization or persons in whom such rights are to be vested; and
- (l) safeguards for the protection of the health and physical safety of clients; protection of client confidentiality and privacy; preservation of clients' dignity; to insure that clients are free from undue discomfort, distress and deprivation; and to insure equal treatment of clients without discrimination.

5. Evaluation of Proposals

- (1) The Elder Rights Review Committee shall review all proposals submitted pursuant to section 4.
- (2) In evaluating proposals the Committee shall utilize:
 - (a) available research experience and expertise;
 - (b) existing knowledge of research findings that bear upon the particular project under consideration;
 - (c) standards and canons of professional conduct and ethics;
 - (d) existing state and federal statutes, regulations and guidelines, and
 - (e) existing research methods and procedures that have been established through rigorous standardization procedures and prescribed by recognized professional agencies or societies.
- (3) The Committee may reject proposals for any of the following reasons:
 - (a) the proposal involves more than minimal physical or psychological risks:
 - (b) there is no reasonable expectations of either direct or indirect improvement in the health, safety or welfare of elders;
 - (c) the grantee, subgrantee, contractor or subcontractor through which the proposal seeks access to clients of the Executive Office of Elder Affairs, does not consent to the proposal; and
 - (d) the existence or risk thereof of undue pressure upon individuals to participate in the project, including the use of coercive measures, including, but not limited to, peer pressure and coaxing, to enlist the participation of clients of the Executive Office of Elder Affairs.

6. Recommendations to Secretary

Upon reaching a decision on a proposal, the chairperson of the Committee shall forward the Committee's decision to the Secretary for his final decision.

7. Notification and Reconsideration

- (1) The Secretary shall send written notice of the decision to the researcher/investigator submitting the proposal. If a proposal is disapproved, given approval subject to conditions, or partially approved, the Secretary shall include the written notification of his decision, the reasons for the decision.

- (2) Any researcher/investigator wishing to do so may seek reconsideration in writing within ten days of the receipt of the original decision. The Secretary may remand the proposal to the Committee for its reconsideration.

8. Confidentiality

No grantee, subgrantee, contractor, or subcontractor shall furnish names and other data concerning clients of the Executive Office of Elder Affairs to researcher/investigators without the client's consent in writing given pursuant to applicable Privacy and Confidentiality Regulations, 801 CMR 3.00 et seq., and EOEI PI-97-55.

9. Complaints

- (1) Any client, grantee, subgrantee, contractor or subcontractor, aggrieved by the actions of any researcher/investigator may file a complaint with the Committee, through the ERRC Chair. Complaints shall set forth the underlying facts that give rise to the complaint.
- (2) Upon receipt of a complaint, the Committee shall notify the researcher/investigator that a complaint has been received by the Committee
- (3) If the Committee determines that the complaint sets forth facts that amount to a violation of this Program Instruction or the terms of the researcher/investigator's approved proposal, it shall undertake an investigation. As part of its investigation the Committee shall afford the person filing the complaint and the researcher/investigator the opportunity to present any relevant information to the Committee.
- (4) If the Committee determines that there has been a violation of the provisions of this Program Instruction or the terms of the approved proposal, it may:
 - (a) recommend that the Secretary impose additional conditions on the project;
 - (b) recommend that the Secretary suspend approval of the project pending further appropriate action; or
 - (c) recommend that the Secretary rescind approval of the project.
- (5) If the grievance sets forth facts alleging that conditions exist that threaten the health or physical or mental well-being of clients, the Secretary may order the immediate cessation of the project until the Committee has acted upon the complaint.
- (6) The Committee shall promptly notify the person filing the complaint and the researcher/investigator in writing of its decision and the reasons for the decision.

10. Monitoring

- (1) The Executive Office of Elder Affairs may, in its discretion, monitor ongoing projects.
- (2) Executive Office of Elder Affairs monitoring activities may include:

- (a) interviewing responsible project staff or grantee, subgrantee, contractor or subcontractor staff;
- (b) review of written reports and supporting documents; and
- (c) on-site inspections and reviews including interviews with project participants.

ATTACHMENT D – END

****END OF DOCUMENT****