



The Commonwealth of Massachusetts
Executive Office of Elder Affairs
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PROGRAM INSTRUCTION

EOEA-PI-94-11

TO: Home Care Corporations/Area Agencies On Aging
FROM: Franklin P. Ollivierre *Frank P. Ollivierre*

RE: Non-Homemaker Purchased Services:
I. New Provider Agreement,
II. Determination of FY'95 Rates,
III. Request For Proposals Process, and
IV. Updated Procurement Standards.

DATE: March 24, 1994

I. PROVIDER AGREEMENT FOR NON-HOMEMAKER PURCHASED SERVICES

Attached is the new Provider Agreement to be used for Fiscal Year 1995 (FY'95) contracts for non-homemaker/personal care homemaker services. This new Provider Agreement is similar, but not identical, to that previously issued within EOEA-PI-93-71. Included with the boilerplate document are updated Attachment A's bearing service descriptions and a standard, one page Amendment form.

The attached Provider Agreement is the only contract to be used between the Home Care Corporations and Provider Agencies during FY'95 for the provision of the following services (regardless of funding source, i.e. Home Care, Managed Care, Respite, etc.):

- | | |
|--|--|
| -Adaptive Housing Services | -Laundry Service |
| -Adult Day Health Services | -Nursing Services |
| -Chore Services | -Occupational Therapy |
| -Companionship Service | -Personal Emergency Response System (PERS) |
| -Emergency Shelter | -Physical Therapy |
| -Grocery Shopping and Delivery Service | -Short Term Institutional Care |
| -Home Delivered Meals | -Speech Therapy |
| -Home Health Aide Services | -Transportation Services |

All Provider Agreements to take effect July 1, 1994 must be signed and in place no later than June 30, 1994.

II. DETERMINATION OF FY'95 RATES FOR NON-HOMEMAKER PURCHASED SERVICES

The Rate Setting Commission has established the following class rates:

<u>Adult Day Health Services:</u>	\$32.41
<u>Home Health Services:</u>	
-Home Health Aide Services	18.70
-Nursing Services	55.76
-Occupational Therapy	58.22
-Physical Therapy	55.85
-Speech Therapy	59.60
<u>Personal Emergency Response (PERS):</u>	
-Installation Charge	38.55
-Monthly Maintenance Fee	30.00
<u>Short Term Institutional Care:</u>	Varies by facility
<u>Transportation Services:</u>	
-Medical/Ambulance	Refer to 114.3 CMR 27.03 regarding detailed medical transportation class rates.
-Medical/Chaircar	
-Medical/Taxi	

For Medicaid reimbursable transportation, class rates are set by the Rate Setting Commission. (Please refer to the above chart.) For other means of transportation, i.e., taxi service, rates are established through the local municipalities. For all other transportation services, Home Cares must negotiate FY'95 rates as a part of a RFP process.

Companionship services provided through the Elder Service Corps are reimbursable only at the predetermined stipend (rate).

Rate approval by Elder Affairs is a prerequisite to any Home Care reimbursing itself for the provision of an in-house service, including home delivered meals.

For all the other services listed on page one of this Program Instruction, the Home Care Corporations are to negotiate rates as a part of this FY'95 RFP process. Through this means, the contracting process will allow for open competition and the establishment of rates for each of the non-homemaker services lacking class rates.

The negotiation process whereby rates are established for

the remaining non-homemaker services should not be misconstrued to be an increase in any Corporation's purchased services rate or allocation. Whenever a Home Care negotiates a higher rate for one or more of the non-homemaker services, that Home Care must manage its budget so as to stay within its FY'95 purchased services budget. Home Cares that negotiate higher rates will not receive any corresponding increase in their purchased services rate or allocation.

III. REQUEST FOR PROPOSALS (RFP) FOR NON-HOMEMAKER PURCHASED SERVICES

Issuance of this Program Instruction will serve as the official notification that all temporary Waivers of the mandated open bid process for the procurement of purchased services are now null and void.

Home Care Performance Standards pertaining to the procurement of purchased services, as previously issued in Section V of EOEA-PI-90-27, have been updated and replaced by this Program Instruction.

If a Home Care Corporation receives no response to its RFP for a given service, then it can actively solicit Providers to enter into a contractual agreement to provide said service. Elder Affairs is not looking to increase the number of in-house services provided through the Home Cares. In fact, the provision of any in-house purchased service and its rate require the prior approval by the Executive Office of Elder Affairs.

Providers to whom a Home Care Corporation extends a Provider Agreement shall have demonstrated the capacity to deliver quality service(s) at a reasonable price(s). Home Cares are to document each contract decision and be prepared to defend specific decisions relative to contracting/not contracting with a given Provider Agency.

IV. PROCUREMENT STANDARDS FOR NON-HOMEMAKER PURCHASED SERVICES

The Performance Standards for Home Care Operations, EOEA-PI-90-27, Section V--Procurement Process, have been updated as follows for distribution within this Program Instruction.

STANDARD A: The Corporation has a formal process for the awarding of service contracts that guarantees free and open competition.

Source: EOEA-PI-90-25

STANDARD B: The Corporation's formal process for the awarding of service contracts includes a standard package of service specific information/documents that is sent to each applicant.

Source: EOEA-PI-90-25

STANDARD C: The Corporation has used its formal procurement procedure for each home care service at least once during the past three fiscal years.

Source: EOEA-PI-90-25

STANDARD D: The Corporation maintains on file records of the complete RFP process at least six years.

Source: Section V.B.5--Master Agreement
General Conditions

STANDARD E: The Corporation has used the standard Provider Agreement form designed by Elder Affairs, OR has obtained prior written approval from Elder Affairs for use of a different form.

Source: Section V.F.--Standard
Service Contract

STANDARD F: The Corporation advertises itself as an AA/EEO agency within its public procurement process.

Source: Section VI.B.1.A--Master Agreement
General Conditions

STANDARD G: As part of its procurement process, the Corporation takes affirmative steps to encourage the participation of minority business enterprises and minority non-profit organizations in the contracting process.

Source: Section V.F.--Standard Service
Contract
Executive Order 237

STANDARD H: As part of its procurement process, the Corporation affords small business concerns the maximum practical opportunity to participate in the contracting process.

Source: Section V.F.--Standard Service Contract

STANDARD I: The Corporation requires contractors for goods and services which total \$50,000 or more to have an Affirmative Action policy.

Source: Executive Order 237

STANDARD J: The Corporation requires contractors to substantiate, upon request, that they meet all applicable Federal, State and local licensing and/or accreditation requirements.

Source: EOEA-PI-90-27

STANDARD K: The Corporation does not contract with any provider under Federal or State Debarment.

Source: EOEA-PI-90-27

Please forward all questions pertaining to this Program Instruction and the attached documents to either Bill Sheridan (x423) or Tom Nortz (x236). All other issues pertaining to the contracting process should be forwarded to the Contracts Manager assigned to your agency. The main switchboard number at the Executive Office of Elder Affairs is (617) 727-7750.

Commonwealth of Massachusetts
Executive Office of Elder Affairs

PROVIDER AGREEMENT
(For Non-Homemaker Services)

PROVIDER AGREEMENT
(For Non-Homemaker Services)

This Agreement is entered into by and between _____
Name of individual Home Care Corporation

_____, a Massachusetts non-profit corporation having its principal offices located at

Street Address City/Town State Zip Code

and _____
Name of Provider Agency

_____ ("the Provider"), with its principal place of business
State in which Organized/Incorporated Type of Organization

located at _____
Street Address City/Town State Zip Code

This Agreement shall (1) specify the conditions under which _____
service(s) shall be delivered, (2) describe the method by which the Provider shall be compensated for services delivered,
and (3) define the rights and responsibilities of the Corporation and the Provider.

1. SCOPE OF SERVICES

1.1 ATTACHMENT A The Provider agrees to perform the services outlined in ATTACHMENT A in accordance with the terms and conditions of this Agreement, the Home Care Regulations (651 CMR 3.00) and all other applicable instructions and standards. The Provider represents that it is qualified to perform the services required under this Agreement and has obtained all requisite accreditations, licenses and permits to perform these services.

1.2 GEOGRAPHIC SERVICE AREA(S) The Provider understands and agrees that provision of services under this Agreement shall include the following cities, towns, communities and/or neighborhoods:

PROVIDER AGREEMENT
ATTACHMENT A

TRANSPORTATION SERVICES are designed to transport elders to and from community facilities (such as senior centers, nutrition sites, councils on aging, and health care facilities) for the purpose of socialization, shopping, nonmedical emergencies, and application and/or receipt of services. This service includes the provision of public, private, paratransit, or other forms of transportation not otherwise available pursuant to Medicare or Medicaid Programs.

The Provider agrees to perform services in compliance with 651 CMR 3.00.

PROVIDER AGREEMENT
(for Non-Homemaker Services)

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2. PERIOD OF PERFORMANCE The Provider understands and agrees that performance of services under this Agreement shall begin on or about _____, 19_____, and shall terminate no later than _____, 19_____, unless a written amendment to renew or extend this Agreement is executed by both parties and filed with the Corporation prior to the termination date indicated in this paragraph. The Provider understands and agrees that it shall not be reimbursed for any services provided after the date of termination stated in this paragraph or prior to the approval of any renewal or extension of this Agreement in accordance with the provisions of this paragraph.

3. COMPENSATION The Provider shall be reimbursed at the following rate(s):

SERVICE	RATE	PER UNIT (Hour, Meal, etc.)

The Corporation shall not pay for and the Provider shall not claim compensation for services for rates which have not been established. **Rates for all in-house services require prior approval by the Executive Office of Elder Affairs.**

.. METHOD OF PAYMENT

4.1 The Provider shall submit all requests for payment on the appropriate invoicing documents.

4.2 Within fifteen (15) days following the close of each calendar month, the Provider shall submit invoices and appropriate backup documentation to the Corporation in a form approved by the Corporation, covering services authorized by the Corporation pursuant to Section 6.0 of this Agreement and delivered to eligible clients during that month.

4.3 Within 5 working days of receipt of payment from the Executive Office of Elder Affairs or within 5 working days of receipt of a properly completed invoice from the Provider, whichever is later, the Corporation shall make payment to the Provider.

4.4 If a Provider invoice is rejected, the Corporation shall return the invoice to the Provider within 10 working days of receipt from the Provider, with a written explanation for the rejection.

4.5 The Corporation shall retain the right to disallow payment for any ineligible expenses claimed by the Provider.

4.5.1 If the Corporation determines that the Provider received payments not authorized under this Agreement, the Provider shall reimburse the Corporation upon demand or in an alternate manner determined by the Corporation.

- 4.5.2 Acceptance of the last payment for services upon completion of this Agreement or upon termination, without any written objections, shall in each instance operate as a release and discharge of the Corporation, its agents and employees from all claims, liability, responsibility or other obligations to this Provider relating to the fulfillment of this Agreement.

5. DETERMINATION OF CLIENT ELIGIBILITY

The Corporation shall have the sole responsibility for determining each individual's eligibility for service pursuant to its contract with the Executive Office of Elder Affairs.

6. AUTHORIZATION OF SERVICES

The Corporation shall determine the services, the number of units of each service to be furnished, and the duration for the provision of services to persons determined eligible by the Corporation.

6.1 The Corporation shall authorize the Provider in writing to furnish services of the type, at the level specified, and for the duration of time specified by the Corporation.

6.2 The Corporation may orally authorize the Provider to furnish services to eligible individuals. The Corporation shall submit written Authorization to the Provider within a reasonable timeframe, but no later than 10 working days after the oral authorization.

6.3 Upon receipt of an authorization, the Provider shall furnish services pursuant to the terms of the authorization to the person specified in the authorization. If, for any reason, the Provider is unable to provide the services, it shall immediately notify the Corporation of this situation and indicate specific reasons for failure to provide services. The Corporation may, at its discretion, revoke or modify said authorization, and shall notify the Provider of its decision.

7. CONFIDENTIALITY

7.1 With regard to the maintenance of personal data pursuant to this Agreement, the Provider shall comply with the provisions of MGL c.66A, S2, "The Fair Information Practices Act", and shall comply with the provisions of the Executive Office of Elder Affairs' Privacy and Confidentiality Regulations (651 CMR 2.00) governing the use, safeguarding and access to personal data.

7.2 The Provider agrees to take reasonable steps to insure the physical security of such data under its control.

7.2.1 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.

7.2.2 The Corporation shall have access at all times to any data maintained pursuant to this Agreement, without the consent of the data subject.

7.2.3 The Provider shall use personal data and material derived from such data only as necessary for the performance of this Agreement.

7.3 The Provider shall furnish to the Corporation, within thirty (30) days following a request by the Corporation, a written description of the Provider's system for gathering, storing and releasing personal data so that the Corporation may determine compliance with Section 7.2 of this Agreement.

- 7.4 The Provider shall immediately notify the Corporation, both orally and in writing, if any personal data in the Provider's possession regarding elder clients served under this Agreement is subpoenaed, improperly used, copied or removed by anyone except an authorized representative of the Corporation, the Executive Office of Elder Affairs, or the Commonwealth.
- 7.5 The Provider shall cooperate with the Corporation 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. The Provider shall allow the Corporation access to any personal data held by the Provider.
- 7.6 All personal data held by the Provider shall be delivered to the Corporation within fourteen (14) calendar days after termination of this Agreement.

8. RECORDKEEPING, INSPECTION OF RECORDS AND AUDITS

- 8.1 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.
- 8.1.1 The Provider shall maintain books and records in accordance with generally accepted accounting principles, including detailed fiscal and programmatic reports on the services or goods provided, and the expenditures made under this Agreement.
- 8.1.2 The Provider shall keep all funds received from the Corporation pursuant to this Agreement in an identifiable bookkeeping account and shall provide to the Corporation such data as the Corporation reasonably may require to permit it to monitor performance of this Agreement at a level sufficient to assure appropriate fiscal administration, accountability and program quality.
- 8.1.3 All such records and reports shall be kept for a period of six (6) years after the termination of this Agreement.
- 8.2 The Governor, the Secretary of Administration & Finance, the State Auditor, the Division of Purchased Services, the Department of Public Welfare, the U.S. Department of Health and Human Services, the Executive Office of Elder Affairs, the Corporation or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Provider which pertain to the provisions and requirements of this Agreement.
- 8.2.1 Such access shall include on-site audits, review and copying of records. The Corporation shall make a good faith effort to coordinate multiple requests by the Corporation and/or the agencies noted in Section 8.2 above, so as to reduce any hardship or undue burden on the Provider.

9. NON-DISCRIMINATION IN SERVICE DELIVERY

- 9.1 The Provider shall provide services to any person who meets the eligibility criteria for the program as determined and authorized by the Corporation.
- 9.2 The Corporation shall not deny services to or otherwise discriminate in the delivery of services against any person on the basis of race, color, religion, sex, age, national origin, ancestry, physical or mental handicap, sexual orientation or because such person is a recipient of federal, state or local public assistance or housing subsidies,
- 9.3 The Provider shall comply with all applicable provisions of:
- 9.3.1 Title VI of the Civil Rights Act of 1964 (42 USA s.2000d, et seq.), which prohibits discrimination on the basis of race, color, or national origin, in programs receiving federal financial assistance, and;

- 9.3.2 Section 504 of the Rehabilitation Act of 1973 (29 USC, s.794) and the regulations promulgated thereunder (45 CFR Part 84) which prohibits discrimination against qualified handicapped individuals on the basis of handicap in any program or activity receiving or benefitting from federal financial assistance and which requires programs and activities, when viewed in their entirety, to be readily accessible to handicapped persons; and
- 9.3.3 MGL c.151B, sec. 4, subsection 10, which prohibits discrimination in furnishing services on the grounds that an individual is a recipient of federal, state or local public assistance or housing subsidies; and
- 9.3.4 The recently enacted Americans with Disabilities Act (42 USC 12101 et seq., 28 CFR Part 35), which affirms the legal rights of individuals with disabilities by prohibiting discrimination based on disability and promoting equal opportunity in employment and service delivery of persons with disabilities.

10. NON-DISCRIMINATION IN EMPLOYMENT

- 10.1 The Provider shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental handicap.
- 10.2 Pursuant to Executive Orders 227 and 246, the contractor is required to take affirmative actions designed to eliminate the patterns and practices of discrimination including providing written notice of its commitment to nondiscrimination to any labor association with which it has an employee agreement, and to certified minority and women-owned businesses and organizations or businesses owned by individuals with disabilities.
- 10.3 The Provider shall comply with all applicable provisions of:
 - 10.3.1 Title VII of the Civil Rights Act of 1964 (42 USC s.2000e, et seq.) which prohibits discrimination in employment on the basis of race, color, sex, religion or national origin; and
 - 10.3.2 MGL c151B, sec. 4, subsections 1, 1A and 1B, which prohibit discrimination in employment on the basis of race, color religious creed, national origin, sex, sexual orientation, ancestry or age; and
 - 10.3.3 The Executive Office of Elder Affairs Regulations, 651 CMR 8.00, Discrimination Based on Age in Agencies and Organizations in Receipt of Funds from the Department of Elder Affairs; and
 - 10.3.4 Section 504 of the Rehabilitation Act of 1973 (29 USC s.794) and the regulations promulgated pursuant thereto (45 CFR Part 84), which prohibit discrimination against qualified handicapped individuals on the basis of handicap and requires employers to make reasonable accommodations to known physical or mental limitations of otherwise qualified handicapped applicants and employees; and
 - 10.3.5 The recently enacted Americans with Disabilities Act (42 USC 12101 et seq., 28 CFR Part 35), which affirms the legal rights of individuals with disabilities by prohibiting discrimination based on disability and promoting equal opportunity in employment and service delivery of persons with disabilities.

11. CLIENTS AS RESEARCH SUBJECTS

The Provider shall comply with the applicable provisions of the Executive Office of Elder Affairs' Regulations Governing the Protection of Clients Who are in Research Projects (651 CMR 7.00).

12. AFFIRMATIVE ACTION

- 12.1 The Provider shall develop and adhere to a policy of Affirmative Action in all aspects of employment under this Agreement.

12.2 If the maximum compensation paid to the provider in the Commonwealth's fiscal year immediately prior to the term of this Agreement, or payable during the term of this Agreement, from agencies acting pursuant to contracts with the Executive Office of Elder Affairs, is fifty thousand dollars (\$50,000) or more, the Provider shall develop and maintain an Affirmative Action Plan in accordance with the applicable requirements of Executive Order 227.

12.3 The contractor 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 economic disadvantaged individuals or individuals with disabilities, as sources of supplies and subcontracted services.

13. **TERMINATION** This Agreement shall terminate on the date specified in Section 2, "PERIOD OF PERFORMANCE", unless terminated prior to that date:

13.1 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;

13.2 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.

The Corporation may terminate or suspend this Agreement by giving written notice to the Provider at least seven (7) calendar days prior to the effective date of termination or suspension. The notice shall state the circumstances of the alleged breach, and at the Corporation's option, may state a reasonable period during which the alleged breach may be resolved. In the case of suspension, the notice shall be accompanied by instructions from the Corporation specifying required action(s) to be performed by the Provider during the period of suspension, a timetable for meeting those requirements and a description by the Corporation of allowable activities and costs, if any, during the suspension period. The Corporation reserves the right to terminate this Agreement immediately, upon the Provider's receipt of written notice, in the event of fraud, criminal indictment of the Provider, or in the event the Provider files for bankruptcy.

13.3 Emergency if the Corporation determines that a situation exists which necessitates immediate action to protect property or persons from injury, abuse or other harm.

The Corporation may terminate or suspend this Agreement for up to sixty (60) calendar days by providing written notice to the Provider, stating the reasons for the Corporation's action. Such termination or suspension shall be effective upon the Provider's receipt of written notice of either termination or suspension. In the case of suspension, the notice shall be accompanied by instructions from the Corporation specifying required action(s) to be performed by the Provider during the period of suspension, a timetable for meeting those requirements and a description by the Corporation of allowable activities and costs, 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 Corporation shall be cause for immediate termination of this Agreement.

13.4 Elimination or Reduction of Funding. In the event of an elimination or reduction of funding for any reason, the Corporation may terminate this Agreement by providing written notice of termination at least fourteen (14) calendar days prior to the effective date of termination.

OBLIGATION IN THE EVENT OF TERMINATION

- 14.1 If the Provider is not in default or breach of the terms of this Agreement, the Corporation shall promptly pay the Provider for all services performed and for all approved costs and uncancellable commitments reasonably incurred in performance of the Agreement, provided the Provider submits completed invoices with supporting documentation covering such services, no later than sixty (60) 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), and that the Provider makes every reasonable effort to minimize any such costs incurred.
- 14.2 The Provider shall not be relieved of liability to the Corporation for any costs, injuries, penalties, damages or other charges sustained by the Corporation by virtue of any breach by the Provider of this Agreement. In addition to any other termination rights, the Corporation 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 Corporation.
- 14.3 If this Agreement is terminated as a result of the Provider's default or breach:
- 14.3.1 The Corporation may require the Provider to pay the reasonable amount necessary to compensate a subsequent Provider to complete the delivery of the services that the Provider had contracted to supply under this Agreement, and any additional amounts that the Executive Office of Elder Affairs reasonably determines are necessary to compensate for other direct and indirect costs resulting from the delays in the delivery of the services;
- 14.3.2 The Provider further covenants and agrees to pay all the Corporation's costs and expenses (including attorney's fees) reasonably incurred or paid by the Corporation in obtaining and enforcing any court order, settlement or judgement favorable to the Corporation for any obligation of the Provider under this Agreement.

15. REPRODUCTION OF REPORTS/COPYRIGHTS

The Provider shall not disseminate, reproduce or publish any report, information, data or other documents in whole or in part pursuant to the terms of this Agreement without the prior written consent of the Corporation, nor shall any such report, information, data or other document be the subject of an application for copyright by or on behalf of the Provider without the prior written consent of the Corporation.

16. ASSIGNMENT AND SUBCONTRACT

- 16.1 The Provider shall not assign or subcontract any interest in this Agreement without the prior written consent of the Corporation, provided that claims for money due or to become due to the Provider from the Corporation under this Agreement may be assigned to a bank, trust company or other financial institution without such consent, and that notice of any such assignment is furnished promptly to the Corporation.
- 16.2 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 Corporation.

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 non-compliance.

19. CONFLICT OF INTEREST

19.1 The Provider shall not knowingly employ, compensate or arrange to compensate any employee of the Corporation or of the Executive Office of Elder Affairs during the term of this Agreement without the prior written approval of the Corporation or the Executive Office of Elder Affairs, as appropriate.

19.2 Employees of the Provider are prohibited from accepting gifts or gratuities of more than token value from clients or caregivers.

20. ANTI-BOYCOTT COVENANT

20.1 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 sec. 2 of Chapter 151E of the Massachusetts General Laws.

20.2 Any breach in the warranty, representation and agreement contained in Section 20.1 may result in the termination of this Agreement by the Corporation.

20.3 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 contained in this Agreement may be modified only as specifically provided in each section of this Agreement, and must be agreed to, in writing by both parties on the standard Amendment form. Any Amendment to this Agreement must be signed by persons authorized to bind the Corporation and the Provider. All amendments must be attached 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, ACCREDITATION, PERMITS

The Provider shall procure and keep current any license, certification, permit or accreditation required by local, state or federal statute or regulations and shall, upon the request of the Corporation, submit to the Corporation proof of any such license, certification, permit or accreditation.

24. INTEGRATION

All Attachments to this Agreement are deemed to be part of this Agreement. The entire Agreement of the parties is contained herein and this Agreement supersedes all oral Agreements and negotiations between the parties relating to the subject matter contained herein.

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

Name of Corporation

Name of Provider

Corporation's Authorized Signature

Provider's Authorized Signature

Title

Title

Date

Date

WHEREAS _____

hereinafter referred to as the Corporation, and _____

hereinafter referred to as the Provider, entered into a Provider Agreement on _____

and WHEREAS Section 21.0 of said Agreement, entitled AMENDMENT of the Agreement between the Corporation and the Provider outlines the procedures by which said Agreement may be modified or amended;

and WHEREAS, the Corporation and the Provider do mutually desire to modify and amend said Agreement;

NOW, THEREFORE, it is agreed that said Agreement will be amended in the following respects, but otherwise be maintained in full force and effect *(Complete all Sections that apply)*

1. **Section 2.0, Period of Performance**, is amended to continue in effect until and through the _____ day of _____, 19____, unless otherwise terminated in accordance with the terms of this Agreement.

2. **Section 3.0, Compensation** is amended as follows to take effect on the _____ day of _____, 19____:

SERVICE	CURRENT RATE	AMENDED RATE	PER UNIT (Hours, Meals, etc.)

In all other matters, the above-referenced Agreement between the Corporation and the Provider remains in full force and effect; this signed Amendment to said Provider Agreement shall be attached to and made a part of said Agreement.

Corporation's Authorized Signature

Date

Provider's Authorized Signature

Date

PROVIDER AGREEMENT
ATTACHMENT A

ADAPTIVE HOUSING SERVICES are services related to the provision of minor housing adaptations and/or minor home modifications for elders who require this service in order to remain safe and independent in the community.

The Provider agrees to perform services in compliance with 651 CMR 3.00.

PROVIDER AGREEMENT
ATTACHMENT A

ADULT DAY HEALTH provides an organized program of health care and supervision, restorative services, and socialization for elders who require skilled services or physical assistance with activities of daily living. Nutrition, counseling, and personal care services must also be provided to participants.

- * Adult Day Health programs must be approved for operation by the Department of Public Welfare and operate in accordance with 106 CMR 404.000.

The Provider agrees to perform services in compliance with 651 CMR 3.00.

PROVIDER AGREEMENT
ATTACHMENT A

CHORE SERVICES are activities related to assisting an elder to maintain his/her home, and/or to correct or prevent environmental defects that may be hazardous to an elder's health and safety.

Chore Services shall not be utilized to perform activities that are the legal responsibility of housing authorities or landlords under state sanitary codes, state and local building codes, other housing laws and lease arrangements.

1. Light Chore includes vacuuming, dusting, dry mopping, and cleaning bathrooms and kitchens.
2. Heavy Chore includes vacuuming (including moving furniture to vacuum); washing floors and walls; defrosting freezers; cleaning ovens; cleaning attics and basements to remove fire and health hazards; woodcutting; changing storm windows; yard work; and snow shovelling.

Heavy Chore also includes minor home repairs to correct or prevent environmental defects. Activities include: replacing window panes; replacing door and window locks; installing handrails and safety rails; minor repairs to stairs or floors; and weatherization. Reimbursement of materials cost to the Home Care Corporation shall not exceed \$300 within a 12 month period.

The Provider agrees to perform services in compliance with 651 CMR 3.00.

PROVIDER AGREEMENT
ATTACHMENT A

COMPANIONSHIP SERVICES are activities related to socialization; assistance with light household tasks such as preparation and serving of light snacks; help with shopping and errands; escort to doctor's appointments, nutrition sites, and walks; and recreational activities such as playing cards and writing letters.

The Provider agrees to perform services in compliance with 651 CMR 3.00.

PROVIDER AGREEMENT
ATTACHMENT A

EMERGENCY SHELTER SERVICES provide temporary overnight shelter for an elder (and his/her household) who is without a home due to eviction; fire, flood, or other natural disaster; abuse or neglect; alcohol dependency; economic incapacity; or unsafe/substandard housing conditions, including lack of fuel and/or utilities. Emergency shelter may be provided for no more than 14 calendar days during a six month period.

The Provider agrees to perform services in compliance with 651 CMR 3.00.

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GROCERY SHOPPING AND DELIVERY SERVICE provides and maintains an adequate supply of groceries in an elder's home. Activities include: obtaining the grocery order; shopping; delivering the groceries; and assisting with storage as needed. The service is provided by trained personnel working under supervision.

The Provider agrees to perform services in compliance with 651 CMR 3.00.

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HOME DELIVERED MEALS provide well balanced meals to elders to maintain optimal nutritional and health status. Each meal must comply with the Executive Office of Elder Affairs' Nutrition Standards, and be religiously and ethnically appropriate to the extent feasible. Home Delivered Meals service includes the preparation, packaging and delivery of meals by trained and supervised staff. More than one meal may be delivered each day provided that proper storage is available in the home.

The Provider agrees to perform services in compliance with 651 CMR 3.00.

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"Home Health Services" are provided by a Certified Home Health Agency to clients who are in need of such services to remain at home. All Home Health providers shall meet the requirements set forth by the Division of Medical Assistance Program. A Registered Nurse from a Certified Home Health Agency shall complete a nursing assessment to determine the type, amount and frequency of Home Health Services needed. A health service care plan shall be developed in coordination with the clients' comprehensive service plan. The Home Care Corporation and the Certified Home Health Agency shall agree on the service plan. Monitoring the coordination of the home health care plan with the client's comprehensive service plan shall be the responsibility of the Home Care Corporation. Home Health Services available to clients shall be limited to the following:

1. **Home Health Aide Services.** The provision of personal care in the home under the supervision of a registered nurse, or if appropriate, a physical, speech or occupational therapist. Additional services include, but are not limited to, simple dressing changes that do not require the skills of a registered or licensed nurse, assistance with medications that are ordinarily self administered and that do not require the skills of a registered or licensed nurse, assistance with activities that are directly supportive of skilled therapy services, and routine care of prosthetic and orthotic devices.
2. **Nursing Services.** Service provided by a registered nurse, licensed practical nurse, or a nursing student under the supervision of a registered nurse, including, but not limited to the following: evaluating the nursing care needs; developing and implementing a nursing care plan; providing services that require specialized skills; observing signs and symptoms; reporting to the physician; initiating nursing procedures; giving treatments and medications ordered by the physician; teaching the patient and family; and may also include supervising other personnel.
3. **Occupational Therapy.** Service provided by a registered occupational therapist (OTR), a certified occupational therapist assistant (COTA) or an occupational therapy student which is supervised by a registered occupational therapist including: evaluating patient's level of function; applying diagnostic and prognostic procedures; teaching activities of daily living; observing and reporting to the physician; instructing the patient, family and health team personnel, and may also include supervising other personnel.
4. **Physical Therapy.** Service provided by a registered physical therapist (RPT); a physical therapy assistant (PTA), or a physical therapy student which is supervised by a registered physical therapist including: evaluating patient care needs; treating patient with active and passive exercises; using specialized equipment such as packs, vibrators, etc.; observing signs and reporting symptoms to the physician; instructing patient, family, and health team personnel in the use of braces, other equipment and modalities, and may also include supervising other personnel.

5. **Speech Therapy.** Service provided by a qualified speech therapist, a speech therapy assistant, or a speech therapy student which is supervised by a qualified speech therapist including: evaluating patient care needs; providing rehabilitating services for speech and language disorders; observing and reporting to the physician; instructing the patient, family and health care team personnel, and may also include supervising other personnel.

The Provider agrees to perform services in compliance with 651 CMR 3.00.

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LAUNDRY SERVICE is provided by commercial laundry companies. Activities include: pick-up, washing, drying, folding, ironing (limited to flatwork), wrapping, and returning of laundry.

The Provider agrees to perform services in compliance with 651 CMR 3.00.

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PERSONAL EMERGENCY RESPONSE SYSTEM (PERS) is a medical communications alerting systems that allows an elder experiencing a medical emergency to activate a device which transmits a message to a monitoring station. The monitoring station is staffed 24 hours a day, seven days a week by trained attendants who receive and process the emergency call and ensure the timely notification needed to dispatch appropriate individuals and/or emergency services to the person in need

The PERS service includes: in-home communications transceiver; remote portable activator; computerized emergency response center with back-up staff system; and current data files at the monitoring station containing personal, medical, and emergency information for each client.

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SHORT-TERM HOSPITAL BASED ADULT RESPITE CARE means short-term care, in licensed acute care medical/surgical hospital beds which have been approved by the Department of Public Health (DPH), which is personal or custodial in nature and is provided to an adult by reason of chronic illness, physical disability, cognitive impairment or functional impairment for the purpose of temporarily relieving family members of the burden of providing care and attendance in the home.

I. Conditions of Licensure Approval As a condition of licensure approval by DPH of respite care services in licensed medical/surgical hospital beds, the following conditions must be met:

1. The specific number of beds approved shall not exceed eight patient beds.
2. The space used for respite care shall be in a discrete unit or located in contiguous rooms in an adult medical/surgical unit, and shall include a living room/ socialization area. If a room is occupied by Respite care patients, medical/surgical patients shall not occupy beds in that particular room.
3. All respite care patients shall be under the care of a physician. If the patient's personal physician is on the hospital's medical staff, she/he will approve the patient's admission. If the patient's personal physician is not on the hospital medical staff, arrangements must be made for a physician on staff to approve the admission.
4. Upon the patient's admission to a respite care bed, a physician shall provide a written medical care plan that, at a minimum, contains orders for treatment, therapeutic diets and medications as applicable, and short-term goals for the predetermined length of stay.
5. A nursing care plan shall be written upon admission and shall contain short-term goals.
6. Each patient or designated family member shall sign an admissions agreement that shall specify at least the following information: the dates of the respite stay, and all patient and family responsibilities.
7. All services required by the patient shall be made available to individuals admitted for respite care.
8. Length of stay of patients admitted for respite care services shall not exceed 14 consecutive days.

9. The hospital shall develop written policies and procedures including admission criteria, emergency care, staffing requirements and medications.
10. Hospital's that admit patients with a diagnosis of Alzheimer's Disease or with significant behavioral problems, especially wandering and searching behaviors, shall develop and implement specific policies and procedures which address the special care needs of these populations including but not limited to:
 - (a) patient restraint policies;
 - (b) how restless patients will be provided with adequate space to pace - the type of space, location of space, etc.;
 - (c) how wandering patients will be controlled; and
 - (d) staff training in caring for the kinds of patients to be admitted.
11. The hospital shall notify DPH on a timely basis if elimination of the respite care program is planned.

II. REFERRAL/ADMISSION PROCEDURES

1. The Home Care Corporation (HCC) shall determine the eligibility of the Caregiver and Eligible Elder for Short-Term Institutional Respite Care.
2. The HCC shall refer Respite Care clients to the Provider.
3. The Provider shall agree to accept all referrals for whom it can provide adequate care.
4. Upon notification of the Provider's acceptance of the client referral, the HCC shall submit to the Provider a Service Authorization for a specified length of stay and dates of admission.
5. Admission of the Respite Client shall be in accordance with the Provider's written policies. Emergency admissions shall be arranged as expediently as possible.