

SCOPE OF WORK

Consumer Choice Home Care Program Homecare Services

PURPOSE:

Home care services address a progressive level of need that a program beneficiary usually experiences when dealing with a condition that requires assistance with incidental or routine activities of daily living. Home care services provide assistance to older individuals, families, and/or caregivers to overcome specific barriers to maintain, strengthen, and safeguard independent functioning in the home. These services are designed to prevent or delay institutionalization and improve the individual's or caregiver's quality of life and include personal care, homemaker and chore assistance.

ELIGIBLE POPULATION:

Individuals 60 years of age or older may be eligible for home care services if they have a chronic illness, have limitations in their activities of daily living, or have an acute episode of a chronic illness that affects their ability to provide self-care and maintain a safe and sanitary home environment without assistance. Home care service beneficiaries are expected to be home-bound or to have a medical condition that prevents them from safely performing the activities involved in the services received.

When more than one elderly person, eligible for home care services, lives in a household, services not specific to the individual are considered one unit of service.

➤ For example, bathing, personal grooming, or medication management are specific to the individuals served and would count as two units, if documentation shows that each person received one of these services during the visit.

Lowcountry Area Agency on Aging Home Care Program will not supplant services offered by appropriate primary resources. Therefore older adults utilizing Community Long Term Care, Hospice and/or Veterans Aid and Attendance services may not be eligible for Lowcountry Consumer Home Care program services.

HOME CARE SERVICE DEFINITIONS

1. Home care

- a. Personal Care – Personal assistance, stand by assistance, supervision or cues (such as with eating, bathing, toileting, transferring in/out of bed or chair, walking, dressing, grooming, and assistance with medicine)
- b. Homemaker – Assistance such as preparing meals, shopping for personal and household items, using the telephone, and doing light housework.

- 2. **Chore** – Assistance with heavy housework, yard work, or sidewalk maintenance for the person.

UNIT OF SERVICE:

One unit of service is one (1) hour of direct home care provided in /at the client's residence. Administrative activity, record keeping, staff travel time and staff "down time" are not counted as units of service but are elements of the **total** unit cost.

AAA REIMBURSEMENT FOR SERVICE UNITS EARNED

The AAA shall not reimburse for any home care service units not earned by the Provider. Reimbursement payments shall be withheld if the AAA determines the service units have not been earned.

UNIT COST

- a. **Personal Care/Homemaker** – \$18.00 per unit served
- b. **Chore (Yard)** – \$27.00 per unit served

SERVICE ACTIVITIES:

1. Home Care

a) Personal Care

The Provider shall have the capacity to provide the following service activities to clients according to an individualized service plan:

- i. Provide personal care such as bathing, dressing, shaving, hair care, incontinence
- ii. Assist with ambulation and prescribed exercises.
- iii. Assist in following treatments prescribed by physician, or therapist.
- iv. Observe and document both client and home condition; reporting changes to supervisor.

b) Home Maker

The Provider shall have the capacity to provide the following service activities to clients according to an individualized service plan:

- i. Teach or retrain the individual in practical methods of managing household tasks.
- ii. Provide assistance with financial management with tasks such as budgeting income, planning expenditures, paying bills and effective use of food stamps.
- iii. Assistance with communication needs such as speech exercises recommended by therapists, writing letters, reading news articles to provide orientation to daily events.
- iv. Provide assistance with meal planning, preparation and preservation that will assist clients in following and understanding the benefits of prescribed diets.
- v. Provide assistance with limited home maintenance, and shopping errands
- vi. Observe and document both client and home condition ; reporting changes to supervisor

2. Chore

The Provider shall have the capacity to provide the following service activities to clients according to an individualized service plan:

- i. Provider goal and activities shall precede and afford client ability to maintain a safe and sanitary environment.
- ii. Provider shall have the ability to remove debris such as:
 - (a) Household clutter-furniture, clothing, boxed material, trash
 - (b) Yard clutter- debris, rubbish, bulk trash
 - (c) Tree limbs, heavy branches, tree stumps, shrubs

CONTRACT STANDARDS:

The Provider shall comply with all of the following:

- a. Provider shall perform all duties by definition of Personal Care and Homemaker.
- b. Provider understands that Homemaker services fall under the umbrella of Personal Care and cannot be billed separately.
- c. Provider assures that all services shall be Managed/ Supervised and delivered by personnel with the appropriate qualifications. This documentation must be kept on file and provided to the AAA and upon request or as required.
- d. Provider shall provide a designated supervisor in-office or on-call consultation during any hours that personnel are engaged in service delivery activities and has a designated AAA point of contact present during all hours of program operation.
- e. Provider shall submit an agency contact spreadsheet listing staff, title, telephone and email contact; and assure that all agency contacts are continuously up to date.
- f. Provide initial and ongoing training for all appropriate staff. This documentation must be kept on file and provided to the AAA and upon request or as required
- g. Provider shall adhere to all licensing, confidentiality and privacy regulations and all applicable laws as established by federal and state governments, in addition to the regulations set by the United States Department of Health and Human Services (USDHHS), the ACL, LGOA, DHEC, and the AAA. Providers should contact the applicable regulating agency, such as USDHHS or DHEC, for guidance as to the applicability of regulations and guidance on questions as to what licenses Providers must have based on the services they provide. This documentation must be submitted prior to service start date and kept on file and provided to the AAA and upon request or as required
- h. Provider shall submit invoices, required or any other requested AAA client data in a timely manner and as mandated by the terms, conditions, policies, procedures, and specifications of the AAA. Invoices must be submitted to the AAA by the 5th day of the month. The AAA will not pay for any home care service units deemed not earned.
- i. Provider shall have a clearly defined process to determine when to terminate home care services as approved by the AAA. This documentation must be kept on file and provided to the AAAs and upon request or as required. The Lowcountry AAA does not support unsafe living environments and shall not supplant Community Long Term Care, Hospice and/or Veterans Aid and Attendance services.
- j. Provider shall ensure that all home care service activities and client information is documented and maintained by the Providers to include eligibility, plan of care, progress notes with supervisor's notes from any on-site visits, and paper or electronic termination forms. Documentation must be kept on file and provided to the AAA upon request or as required.
- k. Provider shall maintain documentation, signed by the older individual or their responsible party, of in-home visit activities, such as activities performed, time spent in direct service to the older individual, and notations on condition. In addition, the Provider shall maintain documentation of any missed or attempted visits. Documentation must be kept on file and provided to the AAA weekly.
- l. Provider shall monitor and maintain documentation of any/all Voluntary Contributions. Documentation must be kept on file and provided to the AAA upon request or as required.
- m. Provider shall maintain records of incident reports, registered complaints, and follow-ups. This documentation must be kept on file and provided to the AAA upon request or as required.
- n. Provider shall maintain a list of emergency contacts and a written agreement with the caregiver regarding arrangements for emergency care and ambulance transportation. This documentation must be kept on file and provided to the AAA and upon request or as required
- o. Provider will be expected to attend Quarterly Provider meeting, and any special meeting upon request.

- p. Provider shall have the technology and capacity to manage a Drop Box account. Training will be provided by LCOG/AAA staff.
- q. Provider shall have the technology and capacity to utilize service tracking forms used by the AAA. Training will be provided by LCOG/AAA staff.
- r. Termination of Contract - If, through any cause, the Provider shall fail, as determined by the LCOG AAA, to fulfill in a timely and proper manner, its obligation under this Contract, or if the Provider shall violate any of the covenants, agreements, or stipulations of this contract, LCOG shall thereupon have the right to terminate this Contract by giving written notice to the Provider of such termination, thirty (30) days in advance of termination.
- s. Should the Provider fail to deliver meals in accordance with specifications for a consecutive three (3) day period when meals have been ordered, or should any person eating meals prepared under this Contract become ill as a result of food poisoning attributable to the negligence of the Provider, as determined by the South Carolina Department of Health and Environmental Control, then such action shall be deemed non-performance of the Contract and shall be justification for immediate cancellation of the Contract.
- t. Immediate termination shall be upon no less than twenty-four (24) hours notice in writing delivered by certified mail, telegram or in person.
- u. The Provider may terminate the Contract with LCOG AAA with not less than one hundred twenty (120) days written notice.
- v. Termination because of lack of funds - It is further agreed that in the event funds to finance all or part of the Consumer Choice Home Care Program for the Elderly become unavailable the obligations of each party where under may be terminated upon no less than thirty (30) days notice in writing to the other party. Said notice shall be delivered by certified mail, telegram or in person. The SC Lt. Governor's Office on Aging shall be the final authority as to the availability of Federal or State funds.
- w. Assignability - The Provider shall not assign any interest in the Contract, and shall not transfer any interest in the same, without the prior written consent of the LCOG AAA thereto
- x. Conflicts of Interest - The Signees of the Contract certify that they shall in all respects comply with State and Federal laws pertaining to conflicts of interests.
- y. Copyright - No report or other document produced in whole or in part under this Contract shall be the subject of an application for a copyright by or on behalf of the Provider.
- z. The Provider agrees to following conditions:

aa. Political Activity

- i. No portion of the program funds shall be used for any political activity nor to further the election or defeat of any candidate for public office.
- ii. The Provider shall comply with the requirements of the Hatch Act which limits political activity by government employees.

bb. Indemnification

- i. Provider shall act as an independent Contractor and not as an employee of LCOG AAA in operating the services.
- ii. Provider shall hold LCOG AAA free from liability, shall indemnify, defend, and hold LCOG AAA, the SC Lt. Governor's Office on Aging, and the U.S. Department of Health and Human Services harmless for all claims, suits, judgments or damages arising from the services provided by the Provider herein.
- iii. Amendments - It is mutually understood and agreed that any alteration, modifications or amendments of the term of this Contract shall be valid only when embodied in writing and signed by both parties hereto.

RIGHTS RELATED TO IN-HOME SERVICES FOR FRAIL OLDER INDIVIDUALS

The OAA requires entities that provide in-home services to promote the rights of each older individual who receives such services. Such rights include the following:

- the right to be fully informed in advance about each in-home service provided and any changes in service that may affect the well-being of the program beneficiary;
- the right to participate in planning and changing the in-home services unless the program beneficiary is judicially adjudged incompetent;
- the right to voice a grievance with respect to such service that is or fails to be so provided without discrimination or reprisal as a result of voicing such grievance;
- the right to confidentiality of records relating to the program beneficiary;
- the right to have the property of the program beneficiary treated with respect; and
- the right of the program beneficiary to be fully informed (orally and in writing), in advance of receiving in-home service, of his/her rights and obligations .

IN WITNESS WHEREOF, the parties have executed this agreement, as of the date first above written.
ACCEPTANCE OF CONTRACT

I, the undersigned, certify that I have read and understand the terms of this Contract and that this agency will abide by them. I further certify that I am authorized to sign for this Agency, and that I have not been convicted of bribery or attempting to bribe an officer or employee of the State of South Carolina, nor have I made an admission of guilt of such conduct which is a matter of record.

FOR_____

_____ Executive Director	_____ Date	_____ Witness	_____ Date
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FOR: LOWCOUNTRY COUNCIL OF GOVERNMENTS AREA AGENCY ON AGING

_____ Executive Director	_____ Date	_____ Witness	_____ Date
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_____ AAA Director	_____ Date	_____ Witness	_____ Date
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