

**Conditions of Participation for Nutritional Supplements, Durable Medical Equipment
and Incontinence Supplies**
(These rules are subject to change with each new contract cycle)

Condition 1. Agency Structure

Required Elements:

The vendor is a formally organized business or service agency registered and in good standing with the Ohio Secretary of State that is currently operating and providing paid services to individuals in the community at the point of application.

- 1.1 The vendor shall demonstrate a three-year business history supported by business records and professional references that will support the vendor's ability to perform the duties of the contract and provide a high quality service.
- 1.1.1 The vendor shall meet a minimum of one of the following criteria:
- a) The vendor applicant must demonstrate a business history of providing the applied for services or products to individuals in the community for **at least three years prior to point of application to Franklin County**, which is defined as the date of the opening of this invitation to bid. Vendor must furnish records to support vendor's service provision during the three-year period. For example, evidence of paid service provision to consumers for a minimum of three years, evidence of business insurance coverage for a minimum of three years without a lapse in coverage (**required with bid submission**). If requested, vendor agency must make available for review additional documents to support a three-year business history, such as independent audits, credit references, financial statements, etc.
- OR**
- b) The vendor is a current Office on Aging provider agency in good standing. Any present or former Office on Aging provider agency or agency owner who has had Office on Aging clients removed from their care or service due to poor performance or non-compliance issues will be examined during the evaluation process and may result in a lower evaluation score.
- 1.2 The vendor shall disclose all parties having ownership/interest in or control of the agency and have a written statement defining the purpose of their business or service agency.
- 1.2.1 The vendor shall submit copy of photo identification of business owner(s) during on-site review.
- 1.3 The vendor shall have a written statement of policies and directives or bylaws or articles of incorporation.
- 1.4 The vendor shall have a written table of organization that clearly identifies lines of administrative, advisory, contractual and supervisory authority and responsibility to the direct care level.
- 1.4.1 The vendor shall disclose the identity and offense of any person who is an owner or has

control of the business or service agency who has been convicted of a felony under state or federal law.

- 1.5 The vendor is operating the business in compliance with applicable Federal, State and Local laws.
 - 1.5.1 The vendor shall have a written statement supporting compliance with federal wage and hour laws, Worker's Compensation laws and the Americans with Disabilities Act in the recruitment and employment of individuals.
 - 1.5.2 The vendor shall have a written statement supporting compliance with current anti-discrimination laws in employment and service delivery to consumers, asserting that the vendor will not discriminate against any employee or client because of race, religion, color, sex, national origin, sexual orientation or gender identity.
 - 1.5.3 The vendor shall comply with all applicable federal and state privacy laws, including the Health Insurance Portability and Accountability Act (HIPAA).

Condition 2. Physical Facility

Required Elements:

The Vendor has a physical facility located in Ohio from which to conduct business.

- 2.1 The vendor has a computer with appropriate software, a telephone, and an employee available to take telephone calls between 9:00 a.m. and 4:00 p.m. Monday through Friday in order to facilitate high quality service delivery.
- 2.2 The vendor shall utilize a secure locked storage space for all Office on Aging client records.

Condition 3. Administrative Policies

Required Elements:

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

- 3.1 The vendor has a system to document services delivered and billed that complies with the Office on Aging program requirements.
- 3.2 The vendor shall obtain and maintain for the life of the contract the following insurance coverage:
 - a. Comprehensive liability: \$1,000,000 single limit occurrence including:
 - Bodily Injury Liability: all sums, which the company shall become legally obligated to pay as damages because of bodily injury, sickness, or disease including death at any time resulting there from, sustained by any person other than it's employees, and caused by occurrence, and rising out of ownership, maintenance or use of any automobile.
 - Property Damage Liability: all sums, which the company shall become legally obligated to pay as damages because of injury to or destruction caused by occurrence, and rising out of ownership, maintenance or the use of any automobile.
 - Automobile Liability: all sums, which the company shall become legally obligated to pay as damages because of injury to or destruction caused by occurrence.
 - Excess Annual Aggregate Limit: \$1,000,000 dollars

- b. The following must be named as an additional insured: The Franklin County Board of Commissioners and the Franklin County Office on Aging and its staff.
- 3.3 The vendor shall have Certificates of Insurance providing that during the term of the contract the Vendor shall be insured at all locations where it undertakes business operations for the types of insurance and limits of liability as indicated above. Upon request, copies of these Certificates shall be made available to Office on Aging staff.
 - 3.3.1 These policies shall contain the following special provisions: The Company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the contract involved, written notice shall be delivered to the Franklin County Office on Aging, Quality Improvement Administrator, 280 E. Broad Street, 3rd floor, Columbus, Ohio 43215.
 - 3.3.2 Vendor's failure to maintain required insurance coverage at any time during the life of the contract may result in termination of the contract.
- 3.4 The vendor shall have a written procedure which identifies the steps a client shall take to file a liability claim.
- 3.5 The vendor shall have a written procedure for reporting and documenting all client incidents.
 - 3.5.1 The vendor shall notify Office on Aging Senior Options Program within 24 hours of any adverse incidents and document the notification on an adverse incident report.
- 3.6 The vendor shall maintain a hard copy or electronic file for each Office on Aging client. Each file shall include the following information:
 - a. Client name, address and telephone number.
 - b. Client date of birth and gender.
 - c. Contact persons' name and telephone number.
 - d. Office on Aging case manager name and telephone number.
 - e. Signed and dated documentation of each contact with the client, Office on Aging, or other authorized persons.
- 3.7 The vendor shall have a written procedure for the purpose of resolving client complaints. The vendor shall notify Office on Aging of any and all client complaints.
- 3.8 The vendor shall use the Franklin County Office on Aging logo or a written statement indicating that services are funded through the Senior Services levy on all client correspondence and publications related to the Office on Aging Senior Options program.
- 3.9 **The vendor must notify the Office on Aging Quality Improvement Administrator in writing a minimum of 60 days in advance of any proposed changes to corporate structure, Federal Tax ID#, or if the vendor is purchased by or merges with another business entity. Per county policy, (Section 4.08 of ITB # 2009-11-45) "The vendor may not assign any of its rights under this contract unless the County consents to the assignment, in writing. Any purported assignment made without the County's written consent is void and may be subject to termination of the contract. The County may assert against an assignee any claim or defense the County may have against the assignor."**

Condition 4. Personnel Policies

Required Elements:

The Vendor has written personnel policies that support personnel practices.

- 4.1 The vendor shall have written job descriptions or statements of job responsibilities that include qualifications for each position involved in the direct delivery of Office on Aging services.
- 4.2 The vendor shall have documentation signed and dated by the staff member which indicates completion of an orientation prior to servicing an Office on Aging client which includes:
 - 4.2.1 The vendor's purpose, policies and procedures; including, but not limited to:
 - a. employee position description/expectations
 - b. agency personnel policies
 - c. reporting procedures and policies
 - d. agency table of organization/lines of communication
 - 4.2.2 Senior Options program purpose, philosophy, code of ethics and procedures using orientation materials provided by the Franklin County Office on Aging including information on:
 - a. Confidentiality of all client information.
 - b. Prohibiting the acceptance of tips, gratuities, any monetary or other compensation from clients.
- 4.3 The vendor shall have a written procedure defining the process by which a staff member can register a complaint or grievance.
- 4.4 The vendor shall maintain information on every staff member (including volunteers and contract workers), who provides direct service to Office on Aging clients. This file shall include:
 - a. a resume or application for employment that includes a work history.
 - b. documentation of employee applicant's signed consent for verification of previous employment, training and experience.
 - c. documentation of vendor confirmation of employee's previous employment, experience and training.
 - d. verification of a valid driver's license, if applicable.
 - e. a copy of the performance appraisals signed by the staff member.
- 4.5 The Vendor has written procedures that require it to conduct background checks on all applicants as well as procedures that do not permit hiring an applicant who has been convicted of a disqualifying offense, as defined in Ohio Revised Code Section 3701.881 and Ohio Administrative Code Section 173-9-01 or other actions that pose a risk to the clients, unless there is documentation to validate the hiring consistent with the foregoing statutory references.

Condition 5. Compliance

Required Elements:

The Vendor complies with all contract requirements, Conditions of Participation, relevant Service Specification(s) and reporting requirements of the Franklin County Office on Aging.

- 5.1 The vendor shall notify the Office on Aging Quality Improvement Administrator of any significant policy concerns or problems. The vendor must notify the Office on Aging Quality Improvement Administrator in writing with all notifications regarding changes in name, corporate structure, service provision, office relocation, etc.
- 5.2 In order to promote high quality service delivery, the vendor shall participate with Office on Aging Quality Improvement Department to resolve client/case manager service delivery concerns.

- 5.3 The vendor shall allow representatives of Office on Aging access to the vendor's facility and full access to the vendor's policies, procedures, records and other documents related to service provision to Office on Aging clients. The vendor shall cooperate with representatives in periodic structural and fiscal reviews.
- 5.4 The vendor shall maintain compliance with all contract requirements, Conditions of Participation (COP), and relevant Service Specifications (SS) during the term of this contract. Failure to maintain compliance may result in the following actions:
- 5.4.1 A vendor who is found to be non-compliant with a COP or SS may:
- a) be required to submit a Plan of Correction.
 - b) be placed on hold for new requests for service/referrals from Office on Aging.

The vendor must demonstrate compliance with the specified terms of the contract prior to being released from requests for service/referrals hold status.

- 5.4.2 A vendor who is found to have repeated non-compliance issues with the COP's or SS's, or when non-compliance poses a health and/or safety risk to an Office on Aging client, may:
- a) be required to submit a Plan of Correction
 - b) be placed on an extended hold for requests for service/referrals
 - c) have their Office on Aging client's removed from the vendor's care.

The vendor must demonstrate compliance with the specified terms of the contract prior to being released from request for service/referrals hold status and to resume service provision to Office on Aging clients.

- 5.4.3 A vendor who is found to have repeated non-compliance issues with the Conditions of Participation and Service Specifications, and/or has repeatedly failed to show their ability to meet the terms and conditions of the contract, and/or is found to have serious non-compliance issues which pose a health/safety risk to an Office on Aging client may jeopardize their participation as an Office on Aging vendor.

Condition 6. Billing

Required Elements:

The vendor shall submit billing to the Franklin County Office on Aging Senior Options Program on a monthly basis. The Vendor's request for payment is due no later than the 15th of the subsequent month following the date of service.

- 6.1 The vendor shall input service units into the Office on Aging Case Management System (CMS) electronically.
- 6.1.1 Office on Aging will only remit payments to the contracted vendor agency.
- 6.2 The vendor shall bill on a monthly basis for only those units authorized by Office on Aging and delivered by the vendor. If the number of units billed is less than the monthly authorized units, the unbilled units cannot be added to the next month's billing. Office on Aging is not liable to pay costs arising from changes, modifications or extra work orders not authorized in advance by the Senior Options program, except during emergency situations.
- 6.2.1 **Unopened cases** of nutritional supplements (that have not exceeded freshness date as posted on container) or incontinence supplies may be returned for full credit and will be picked up by the vendor at no charge to Office on Aging.

- 6.3 The vendor shall bill for actual units of service delivered, using the actual delivery date as the date billed. Workers time spent for travel, breaks, meal breaks or administrative activities shall not be billed to Office on Aging.
- 6.4 The vendor shall not bill extra for services or delivery provided on holidays or weekends. (Weekend/holiday deliveries are not required for this contract.)
- 6.5 Office on Aging has the right to refuse payment to the vendor when requests for payment are not received within sixty days from the date of service delivery. Extenuating circumstances that will cause a delay in billing should be promptly reported to Office on Aging.
- 6.6 Franklin County normally makes payments within forty-five (45) days from the date the invoice is received.
- 6.7 The vendor and its representatives shall not bill any Office on Aging client for service(s) delivered OR solicit clients for donations.
- 6.7.1 The vendor shall not solicit donations from clients whose services are provided under Senior Options. **Office on Aging clients who would like to make a donation should be directed to the Franklin County Office on Aging Manager of Finance and Operations.**
- 6.7.2 The vendor is prohibited from adding Office on Aging clients to general solicitation mailing lists.
- 6.8 Office on Aging will research unpaid units previously billed by the vendor, if the requests are received within sixty days of the end of the month in which services were delivered.
- 6.9 The vendor shall only bill one payment source for a provided unit of service.
- 6.10 If Office on Aging should purchase items from the vendor that is not included in the bid process, the items will be ordered by the Senior Options program separately from the contract orders. The vendor must bill these items separately in accordance with the vendor's usual billing procedures.
- 6.11 The Vendor must maintain delivery records, and upon request allow Office on Aging staff access to all Office on Aging client records in order to audit computerized billing/invoices. Records should be maintained for a six-year period or until an audit is completed, whichever is later. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the six-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the six-year period, whichever occurs later.
- 6.11.1 Office on Aging has the right to refuse payment, or require re-payment to the Office on Aging, for any units of service billed to the Office on Aging if the vendor cannot supply documentation to support the delivery of service.

Condition 7.0 Computer Requirements

Required Elements:

To access the Office on Aging Case Management System (CMS) and receive technical support from Office on Aging or its CMS vendor, the vendor must utilize equipment that **meets or exceeds** the following requirements:

- Microsoft Windows desktop operating that is fully patched and actively supported by Microsoft (<https://support.microsoft.com/lifecycle/search>)
 - Up-to-date and fully patched version of Microsoft Edge (Chromium), Google Chrome or Mozilla Firefox web browser
 - Microsoft Windows Defender or another antivirus solution that is always running and maintained with the latest antivirus signatures
 - Stable Internet connection with download speeds of 10Mbps or higher
- 7.1 Every user of the CMS is required to have their own user account and password. **The sharing of user accounts and passwords is strictly prohibited.** All users will be required to sign a network security agreement to indicate understanding and acceptance of the security policy. Violations of this agreement may result in penalties, including but not limited to, the suspension of vendor participation in the Senior Options program, a \$250 fine and prosecution.
- 7.3 To ensure proper utilization of the CMS, the vendor must have at least one staff member who has attended CMS training at Office on Aging. CMS users who do not attend training at Office on Aging should be trained by a vendor's staff member who has been trained at Office on Aging.
- 7.4 Office on Aging or its CMS vendor will provide remote support to assist vendors with technical issues related to the CMS at no charge to the vendor.
- 7.5 The CMS will be used by vendors to receive and respond to request for services (RFS), billing processes and other related communication. Therefore, it is vital that the CMS is checked for these items at a minimum of two times a day (at least once in the AM and once in the PM).
- 7.6 The vendor shall notify Office on Aging if they are unable to access the CMS for any reason. This will allow Office on Aging to identify and respond to these problems in the most efficient and effective manner possible.
- 7.7 Given the realities of continual technology changes and risks, these requirements may be updated as needed by Office on Aging. The vendor is required to comply with computer-related policies and procedures as directed in other sections of the Conditions of Participation and Service Specifications or as defined by Office on Aging.