EXHIBIT "A"

PERSONAL CARE SERVICES FY 2022-23

DESCRIPTION:

The Eastern Nebraska Office on Aging (ENOA) contracts with agencies to provide clients with bathing/personal care services. Clients are eligible for this program when: they are 60 years and older; need intermittent bathing assistance; have no caregiver available to assist; and live in Douglas, Sarpy, Dodge, Washington, or Cass counties. The goal of this program is to provide bathing assistance that will maintain adequate personal hygiene for the clients, promote their health status, and allow them to remain in an independent living setting.

INSURANCE COVERAGE:

- General liability in the amount of \$1,000,000 per occurrence
- Professional liability in the amount of \$1,000,000 per occurrence with \$3,000,000 aggregate
- Worker's compensation
- Certificate of Insurance to be furnished to ENOA on the above; also, ENOA shall be named as an additional insured on the General Liability Policy

SPECIAL CONDITIONS:

Each Contractor shall agree to the following conditions:

- 1. Background checks to include: Adult Protective, Child Protective and Criminal will be done on all prospective employees and on all current employees on an annual basis. Contractor employees must agree to self-disclose on an annual basis any felonies, misdemeanors, arrest and/or convictions.
- 2. Timesheets, whether paper or electronic must be included with the reimbursement form. Timesheets can be the original or a copy and must be signed at the time the service was received.
 - If timesheets are being signed electronically, the provider shall send the client a copy of the signed time sheets at the end of each month.
 - Paper timesheets require a client signature for reimbursement.
 - Electronic timesheets showing an accurate GPS location will be accepted
 - Electronic Visit Verification (EVV) telephony will be accepted
 - Client signature is not required on electronic timesheets or EVV, however, if captured they must match client's signature on file
- 3. You will receive an authorization for the maximum hourly amount of service to be provided, however, reimbursement shall be based upon actual time service was provided with no less than one hour of reimbursement.

- 4. In the event an allegation of theft, abuse, or perception of wrongdoing becomes known or is reported to the contractor involving a client and the employee, the ENOA Community Services Division Director shall be notified immediately so that corrective action can be taken.
- 5. All billings must be submitted on a monthly basis, by the tenth working day of the following month. Each month's billing statement and time sheets shall be submitted to ENOA no later than 4:00 p.m. on the 10th business day of the next month. All work performed during the contracted fiscal year of July 1, 2022-June 30, 2023 must be submitted for reimbursement no later than July 31, 2023.
- 6. Quality assurance surveys shall be mailed by ENOA to 10% of the clients receiving this service annually. Results of these surveys will be shared with contracted agency and issues of concern shall be addressed during annual contractor quality assurance meeting.
- 7. The Personal Care Service is limited to the following areas of assistance: tub, shower or assisted bed bath; shampoo; dressing assistance; nail care (cleaning and filing only); bed linen change and incontinence care. Under no circumstances shall a personal care agency staff member provide transportation to a client. Contractor shall supply and use disposable gloves for all client visits.
- 8. Contractor shall prohibit employees from soliciting sales from clients and/or any other additional business or financial opportunities from clients.
- 9. New Contractor(s) may be asked to provide references which would substantiate contractor's experience in personal care services.
- 10. It is expected that a contractor, who receives a referral and is unable to provide service within ten (10) working days after receipt of said referral, will immediately notify and return the referral to ENOA.
- 11. Contractor shall have in place a policy prohibiting employees from being accompanied by any person, including children, during visits to clients; a copy of which will be provided to ENOA upon request.
- 12. Contractor shall have in place a policy prohibiting any visits by employees to client homes except for the purposes directly related to the provision of personal care services; a copy of which will be provided to ENOA upon request.
- 13. Contractor will provide proof of all required insurance at the time of execution of the contract. Contractor must provide assurance in its proposal that all insurance requirements will be met, and proof thereof will be provided on execution of the contract. This shall include all renewal certificates during contract period.

- 14. Contractor agrees that ENOA reserves the sole and exclusive right to place limits on the number of clients assigned to each Contractor(s).
- 15. Contractor agrees that at no time shall a family member of an ENOA client be placed with them as their employee.
- 16. ENOA does not allow the Contractor to subcontract services. Only employees of the Contractor can provide personal care services. Contractor agrees that at no time shall the use of Independent Contractors be used for the purpose of this service.
- 17. If the contracted agency is assigned to the same ENOA client for multiple in-home services, the agency must schedule separate visits for each service.
- 18. Contracted agencies will report the following issues within 24 hours to the ENOA Community Services Division: scheduling problems, service refusal, and client cancellations. All other issues pertaining to personal health information must be reported directly to the client's care manager including client hospitalization, changes in client health status and client requests for service changes.
- 19. The contracted agency must ensure that at no time will pictures be taken of client's property.