

Home Care Alliance of Massachusetts, Inc.

Home Care Agency Application for Accreditation



Agency Corporate Name: _____

d/b/a Name (if any): _____

Street Address: _____ City: _____ ST: _____ ZIP: _____

Phone: _____ Fax: _____ Email: _____

Website: _____

Branch office addresses (if any): _____

Any organization providing home care services in Massachusetts may apply for Accreditation by the Home Care Alliance of Massachusetts, Inc. Applicants for accreditation must verify that they meet the following standards by submitting the indicated documentation along with this completed application. Any error or inaccuracy in the information provided may be grounds for revocation of accreditation.

Accreditation Standards:

1. The agency has and utilizes written policies and procedures to safeguard the personal, health, and financial information about their clients and employees consistent with the requirements of the Massachusetts Privacy Law (201 CMR 17) and the US Federal Trade Commission Red Flags Rule (16 CFR 681).
Documentation required: copy of agency privacy policy.
2. The client or client representative participates in developing the plan of services, and receives a written copy of the service agreement, including cost and scope of services.
Documentation required: copy of standard agreement.
3. The agency has and uses a procedure to accept, investigate, and respond to client or employee complaints. Written information about this procedure is available to clients upon request.
Documentation required: copy of complaint policy and written notice to clients.
4. The agency trains all client service staff in identifying and reporting suspected abuse, and follows a written procedure to respond swiftly and compassionately whenever client abuse, neglect, or theft is suspected or alleged, in accordance with 105 CMR 155.
Documentation required: copy of abuse reporting and investigation policy.
5. The agency directly employs – or contracts with agencies that directly employ – essentially all its client service staff and maintains workers compensation insurance coverage for all employees. If the agency uses any independent contractors for infrequently needed professional services, it ensures that they carry their own liability and workers compensation insurance.
Documentation required: declarations page of current workers compensation insurance policy and signed attestation.
6. The agency maintains a payroll process which includes prompt payment at established rates for all work performed, reporting of employment wages to the appropriate governmental agency, collecting state and federal withholding payroll taxes, and payment of these taxes and all other state and federal payroll taxes to the appropriate governmental agencies.
Documentation required: signed attestation.

7. The agency ensures that, prior to assignment, any worker who provides client services has received training for each task to be performed for the client. In addition, all client service workers will have received training and orientation in the following:
- ◆ Confidentiality/privacy and client's rights
 - ◆ Universal precautions, infection control and communicable diseases
 - ◆ Handling of emergencies, including safety and falls prevention
 - ◆ Recognition and reporting of abuse and neglect
 - ◆ Observation, reporting and documenting changes in client needs and environment.

Documentation required: copy of new hire checklist.

8. The agency ensures that all workers whose duties include assistance with personal care have met one of the following training or equivalency requirements:
- A. Successful completion of a 75-hour training program – including 16 hours of supervised practical training – equivalent to the requirements of the federal Medicare Conditions of Participation for Home Health Agencies at 42 CFR Part 484.36; or
 - B. Successful completion of a 60-hour Homemaker/Personal Care training program equivalent to the standards issued by the MA Executive Office of Elder Affairs; or
 - C. Successful completion of at least 10 hours of personal care training overseen by a RN; or
 - D. One year or more experience providing personal care services in a supervised (home care agency or facility) setting; or
 - E. Two years or more experience in providing private personal care services.

In addition, the agency ensures that all personal care workers pass a competency assessment that covers each of the following subjects:

- A. Observation, reporting, and documentation of that worker's clients' physical status and the care or service furnished.
- B. Basic elements of body functioning and changes in body function of that worker's clients that must be reported.
- C. The physical, emotional and developmental needs of the clients served by the worker.
- D. Appropriate and safe techniques in any personal hygiene and grooming tasks to be performed for that worker's clients.

Documentation required: Copy of competency assessment.

9. The agency verifies licensure for all professional staff employed as RN, LPN, Physical or Occupational Therapist, Physical or Occupational Therapy Assistant, Social Worker or any other profession requiring licensure, and uses a re-verification system that ensures that such personnel maintain current licensure.

Documentation required: signed attestation.

10. The agency ensures that supervisors are accessible by telephone during any hours that client service workers are providing services, and that workers know how to contact them in case of emergency.

Documentation required: copy of emergency contact policy.

11. The agency conducts on-going quality assurance/supervision visits for all client service workers on a regular basis.

Documentation required: copy of supervision policy and form.

12. The agency conducts a criminal background check through the MA Criminal History Systems Board on all client service staff, and does not assign workers to provide care until the results of the background check are received, in accordance with 803 CMR 3.

Documentation required: verification of CHSB certification to access CORI and signed attestation.

13. The agency maintains general and professional liability insurance in the amount of at least one million dollars per occurrence and three million dollars in the aggregate, and an employee dishonesty bond or liability coverage in the amount of at least ten thousand dollars.

Documentation required: declarations page of current insurance policy.

14. The agency conducts business in accordance with fair business practices and complies with all applicable federal, state and local laws and regulations, including wage and hour, anti-discrimination and sexual harassment, and Affirmative Action/EEOC laws.

Documentation required: signed attestation.



Home Care Alliance of Massachusetts, Inc.

Certification and Attestation by Officer or Director of the Agency

I hereby certify that, to the best of my knowledge and belief and after a diligent review, all information provided in this application is accurate. In addition, based on my review of this application, my knowledge of the agency and inquiry of staff of the agency, this organization is in compliance with all of the standards listed above, and the documentation provided in support of this application are true, correct, and complete and will remain in full compliance throughout any period of accreditation. I understand that the Home Care Alliance of Massachusetts, Inc relies on the truthfulness of this certification in granting accreditation.

Agency Corporate Name or d/b/a: _____

Officer or Director (please print): _____ Title: _____

Signature: _____ Date: _____

Initial accreditation is valid for one year. Subsequent renewals are valid for two years.

Accreditation by the Home Care Alliance of MA is free for agencies that are members of the Alliance. Non-members pay a non-refundable fee of \$500 for initial accreditation and \$750 for renewals. Fees must accompany the application.

Applications and supporting documentation are reviewed and maintained by staff of the Home Care Alliance of MA only. All materials submitted are kept confidential and used only for the purpose of accreditation review; however, any personal data should be redacted in any documents submitted.

If an application is found to be incomplete, the home care agency will have 30 days to submit additional documentation to support its application. The Alliance reserves the right to request additional documentation demonstrating compliance with accreditation standards at any time during the accreditation period.

Agencies that are deemed to not meet these standards will be given 30 days to submit documentation of correction. Agencies that fail to become compliant within the 30-day time frame will lose their accreditation. Agencies that lose accreditation must wait at least six months before they can re-apply.

The terms of the accreditation program may be amended at any time by the Board of Directors of the Home Care Alliance of MA at its sole discretion. Any such changes will become effective at the next renewal for each accredited agency.

Mail completed application and all required supporting documents to:

Home Care Alliance of Massachusetts, Inc.
Attention: Timothy Burgers, Associate Director
31 St. James Ave. suite 780
Boston, MA 02116

Accreditation by the Home Care Alliance of Massachusetts indicates that a home care agency has submitted documentation and made certifications to the Alliance that demonstrates the agency has met specified standards with respect to the conduct of its business. These standards are not intended to be a comprehensive list of all operational, compliance, and quality standards that an agency should have in place. The Home Care Alliance of MA does not assess the quality, background, knowledge and skills of the individuals providing services for the accredited organization. The Home Care Alliance does not independently verify the accuracy of the documentation, materials or certifications submitted to it by a home care agency in connection with the application for accreditation.



Home Care Alliance of Massachusetts, Inc.

License Agreement for Home Care Agency Accreditation Logo

This License Agreement ("**Agreement**") is made and entered into as of the date of their signatures below ("**Effective Date**") by and between Home Care Alliance of Massachusetts, a Massachusetts non-profit corporation ("**Home Care Alliance**"), and _____, a _____ ("**Licensee**").

- 1. Home Care Agency Accreditation Logo License.** Home Care Alliance grants to Licensee a non-exclusive, non-transferrable, limited use license (the "**License**") to use the Home Care Agency Accreditation logo and the phrase "Accredited by the Home Care Alliance of Massachusetts" (collectively, the "**Logo**"), subject to the following terms and conditions, including confirmation the Licensee is a home care agency that meets the Home Care Alliance's Accreditation Standards for Home Care Agencies (as published from time to time by the Home Care Alliance).
- 2. Conditions of License.** The License is conditioned upon Licensee satisfying and continuing to satisfy the Accreditation Standards established and published, from time to time, by the Home Care Alliance ("**Accreditation**"), in accordance with the Accreditation Procedure. A camera ready digital copy of the Logo shall be made available to Licensee upon such Accreditation and the execution and delivery of this Agreement.
- 3. Permitted Use of Logo.** The purpose of the Logo is to identify home care agencies that meet the Home Care Alliance's Accreditation Standards. Licensee shall use the Logo only for the purpose(s) of acknowledging Licensee's Accreditation as a Home Care Agency. Licensee's use of the Logo shall at all times be expressly limited to use of the Logo in connection with Licensee's name on Licensee's website, stationery, print, audio, or video advertisements or brochures (collectively, the "**Licensed Use**"). The Licensed Use of the Logo shall at all times be subject to the following use restrictions and conditions:
 - a) Licensee shall not use the Logo in any way that would create the appearance that Licensee's communication is made by the Home Care Alliance or that the Home Care Alliance is endorsing or recommending Licensee's products or services;
 - b) Licensee's use of the Logo shall not identify Licensee as a partner or affiliate of the Home Care Alliance or as in any kind of similar relationship with the Home Care Alliance other than as a member;
 - c) Licensee shall make no representations that the Home Care Alliance has endorsed or recommended the quality, merchantability, fitness for any purpose of Licensee's products or services, other than Licensee's satisfaction of the Accreditation Standards;
 - d) The Logo shall not be altered in appearance in any way, except to enlarge or reduce it in size or convert to gray scale; and
 - e) Use of the Logo shall immediately cease upon the termination of or any lapse in Accreditation by the Home Care Alliance.
- 4. Written Approval for Other Uses.** If Licensee desires to use the Logo other than for the Licensed Use, it must receive the approval of the Home Care Alliance. To secure such approval, it must submit an exact replica of the electronic or printed material illustrating the proposed use of the Logo (the "**Material**") to the Home Care Alliance for written approval prior to any use thereof, which approval may be granted or withheld in the sole and absolute discretion of the Home Care Alliance. Notwithstanding the Home Care Alliance's right to review Materials, Licensee shall be solely responsible for the accuracy of information contained in such Materials.
- 5. Term.** This Agreement and the License granted to Licensee hereunder shall expire one (1) year after the date Licensee receives its Accreditation; provided, however, that this Agreement and the License granted hereunder shall be extended if Licensee timely submits a new application for Accreditation along with the documentation required by the Home Care Alliance and the Home Care Alliance renews Licensee's Accreditation as a Home Care Agency. In such circumstance, this Agreement shall be extended for an additional term of two (2) years from the date of the re-Accreditation of Licensee by the Home Care Alliance, unless sooner terminated as provided herein.
- 6. Termination and Remedies.** Licensee's License to use the Logo will terminate upon expiration or earlier termination of this Agreement. The Home Care Alliance may terminate the License granted pursuant to this Agreement and the use of the Logo by Licensee at any time and without prior notice upon a breach of this Agreement or failure of Licensee to meet the Accreditation Standards. This Agreement and the License granted hereunder shall terminate upon the expiration of the Accreditation. The expiration or termination of this Agreement shall not relieve either party of any obligations pursuant to this Agreement, which arose on or before the termination hereof. Upon the expiration or termination of this Agreement or the License granted hereunder, Licensee shall immediately cease and desist from using the Logo in any manner or form and cease holding itself out as a Home Care Alliance Accredited Home Care Agency.

If Licensee fails to comply with the terms and conditions of this Agreement, the Home Care Alliance may require Licensee to distribute a printed retraction to all recipients of any Material found to not be in compliance with the Licensed Use permitted under this Agreement and immediately

destroy any and all printed and electronic Materials that the Home Care Alliance determines in its sole and absolute discretion to be in noncompliance with the terms and conditions of the License granted hereunder.

7. **Ownership of Logo.** The parties hereto acknowledge that the Logo constitutes the property and trademark owned solely by the Home Care Alliance, and is the valuable and proprietary property of the Home Care Alliance and that any breach of the terms of this Agreement shall be such that the Home Care Alliance cannot be adequately compensated by monetary damages. Thus, the parties agree that the Home Care Alliance may pursue injunctive relief to restrain or stop any misuse or intended misuse of the Logo. In addition, the Home Care Alliance may pursue any other remedies available to it at law or in equity in regard to any damages that it may sustain, either actual or consequential, as a result of the unlicensed use or misuse of the Logo by Licensee or any of its third parties, contractors, agents, representatives and employees.

8. **Relationship.** The relationship between the Home Care Alliance and Licensee established by this Agreement is solely that of licensor and licensee. Neither party is in any way the legal representative or agent of the other. Nothing in this Agreement shall be construed as making a party a partner or joint venture with the other.

9. **Assignment/Successors.** Licensee shall not assign, sell, sublicense or otherwise transfer the License, the Logo or any of its rights under this Agreement to another party, or any interest therein, without the Home Care Alliance's prior written consent.

10. **Attorneys' Fees.** Licensee agrees to pay any and all attorney's fees incurred by the Home Care Alliance, arising from or related to actual or threatened breach of this Agreement by Licensee, or any third parties, contractors, agents, representatives and employees of Licensee. Should any litigation be commenced arising from or related to this Agreement, the prevailing party shall be entitled to recover from the losing party attorneys' fees and costs reasonably incurred, as determined by the court, in addition to all other applicable remedies and relief, including, but not limited to, such costs and attorneys' fees incurred by the prevailing party in any appellate review of any judgment, decree, or order, whether interim or final, as may become a part of such litigation and the enforcement of any judgment or decree or order.

11. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties relative to the License and supersedes all prior negotiations and agreements, written or oral, concerning or relating to the subject matter of this Agreement, and may not be modified except by a writing executed by both parties.

12. **Waiver.** Any waiver of any terms and conditions hereof must be in writing, and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof or a continuing waiver of the terms or conditions waived.

13. **Governing Law and Venue.** This Agreement shall be governed by and shall be construed and enforced in accordance with, the law of the State of Massachusetts (the "State"), without regard to its law relating to the conflicts of laws. This Agreement shall be deemed to have been entered into in the State regardless of whether Licensee performs services within or outside said State. The parties hereby consent to jurisdiction and venue, for any matter relating to this Agreement with the Superior Court of Suffolk County, Massachusetts and hereby waive any right either may have to assert the doctrine of forum non conveniens or to object to such venue.

14. **Counterparts.** This Agreement may be executed in counterparts, all of which taken together, shall constitute one and the same instrument. A facsimile signature shall have the same force and effect as an original signature.

15. **Survival.** The rights and remedies of the Home Care Alliance and the restrictions and limitations on the use of the Logo shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below their signatures.

HOME CARE ALLIANCE:

Home Care Alliance of Massachusetts, Inc.

By: _____

Title: _____

Date: _____

31 St. James Ave., suite 780

Boston, MA 02116

LICENSEE:

Name of Organization: _____

By _____

Title: _____

Date: _____

Address: _____

City: _____ State: _____ Zip: _____