

# Home Care Alliance of Massachusetts, Inc.'s



## HOME CARE AGENCY ACCREDITATION PROGRAM

### **Statement of Purpose:**

In the absence of meaningful licensure requirements for home care providers in Massachusetts, the Home Care Alliance has established these Accreditation Standards as a means to promote quality services, ethical business standards, and superior employment practices. The goal of these standards is to ensure that the clients served by agencies accredited by the Home Care Alliance of Massachusetts receive safe, competent, quality, and respectful home care services.

### **Benefits of Accreditation:**

The Home Care Agency Accreditation Program of the Home Care Alliance of Massachusetts allows agencies that provide in-home client services to demonstrate that they meet high standards of quality. Accreditation:

- Shows clients and families that your caregivers are direct employees and that you carry workers' compensation, liability insurance, and an employee dishonesty bond.
- Demonstrates that your caregivers receive background checks, screening, and proper training for their job.
- Proves your commitment to following ethical and legal guidelines in your business operations.
- Provides a competitive edge in the marketplace and can contribute to securing new business.
- Enhances staff recruitment and development by showing your commitment to fair labor standards.

### **Accredited agencies receive recognition in several ways:**

- Use of the Alliance's Accreditation Logo to show your commitment to quality on your website, brochures, and stationery.
- Listing on the Alliance's website as an Accredited Agency.
- For Alliance member agencies, designation as an Accredited Agency in the Alliance's print directories and in the Find an Agency function on the Alliance's website, which enhances your visibility and credibility.

# ACCREDITATION PROCEDURE



Any organization providing home care services in Massachusetts may apply for Accreditation by the Home Care Alliance of Massachusetts, Inc (the "Alliance").

1. Applicant agency completes questionnaire and submits required documentation to the Alliance.
2. Alliance membership and regulatory staff review questionnaire & documentation within 30 days of receipt. If complete and satisfactory, accreditation is granted.
3. If the application is not complete, the Alliance will inform the applicant and request additional documentation; the applicant will be given 30 days to provide that additional or corrected documentation.
4. Any documentation submitted in support of an application for accreditation will be kept in confidence, accessible only to Alliance staff for purposes of administering the accreditation program. Any personal information should be redacted.
5. Initial approval is for one year. Renewals are good for two years.
6. Accreditation is free for Alliance members. Non-members pay an initial accreditation fee of \$750 and a renewal fee of \$1,250; any fees must accompany the completed questionnaire and are non-refundable.
7. During the Accreditation period, the agency must notify the Alliance within 30 days of any change in agency name, mailing address, or branch location(s).
8. If an agency changes ownership during the Accreditation period, the new owner/officer must submit to the Alliance a completed and signed Certification and Attestation form within 30 days. Failure to do so may result in loss of accreditation.
9. Renewal requires submission of a complete new questionnaire & documentation.
10. In the event of a credible and verifiable complaint against an accredited agency, the Alliance staff has the right to request additional documentation demonstrating compliance with accreditation standards at any time during the accreditation period. Agencies will be given 30 days to submit documentation demonstrating compliance. Agencies that fail to submit requested documentation within the 30-day time frame may lose their accreditation.
11. An agency can voluntarily withdraw from the accreditation program at any time by submitting a written notification to the Home Care Alliance.
12. Agencies that lose or withdraw from accreditation must wait at least six months before they can re-apply.
13. The terms and requirements of the accreditation program may be amended at any time by the Board of Directors of the Home Care Alliance of MA. Any such changes become effective immediately for agencies seeking accreditation, and upon renewal for agencies accredited at the time of the change.



# ACCREDITATION STANDARDS (1)

To gain accreditation, an agency must meet or exceed the following 15 standards:

1. The agency has and utilizes a Written Information Security Policy 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)

**Required Documentation:** Copies of privacy policies for client & employee data.

2. The agency establishes a service plan for each client, in consultation with the client and/or client representative. The plan shall include: the type and/or scope of services provided; identification of any functional limitations of the client and their relevance to the service plan; any information received from the client and/or client representative regarding the physical and mental status of the client that may be relevant to the service plan. The client or client representative receives a written copy of the service plan and an explanation of the cost of services. Service plans are reviewed periodically.

**Required Documentation:** Copy of standard agreement service planning form or policy.

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 and employees upon request.

**Required Documentation:** Copy of complaint policy and written notice to clients & employee grievance policy.

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.

**Required Documentation:** Copy of abuse reporting and investigation policy, including documents informing clients about how to report abuse.

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.

**Required Documentation:** 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.

**Required Documentation:** Complete the Signed Attestation on the Accrediation Application.

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 & orientation (reviewed at least annually) in the following areas:

# ACCREDITATION STANDARDS (2)



- A. Confidentiality/privacy and client's rights;
- B. Infection control and communicable diseases;
- C. Handling of emergencies, including safety and falls prevention; or
- D. Observation, reporting & documenting changes in client needs & environment

**Required Documentation:** Copy of new hire checklist or orientation outline.

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 home health aide training program – including 16 hours of supervised practical training – that meets 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.

**Required Documentation:** Copy of policy regarding training requirement or job description(s) that indicate minimum training requirement.

9. The agency ensures that all employees who provide personal care for agency clients are competent in the following areas:
- A. Observing, reporting and documenting the care provided to their client.
  - B. Understanding of their client's base level of function and the appropriate reporting of changes in function.
  - C. Understanding of the needs of their client in order to maintain that client at his/her optimal level of functioning.
  - D. Safe and appropriate techniques in the provision of care for the safety and well being of both the client and the employee.

**Required Documentation:** Copy of competency assessment tool or checklist.

10. The agency verifies current licensure with appropriate professional licensing boards for all individuals 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 to ensure that such personnel maintain current licensure.

**Required Documentation:** Complete the Signed Attestation on the Accreditation Application.

11. The agency ensures that supervisors are accessible by telephone during any hours that client service workers are providing services, & that workers know how to contact them in an emergency.



# ACCREDITATION STANDARDS (3)

**Required Documentation:** Copy of emergency contact policy.

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

**Required Documentation:** Copy of supervision policy and form.

13. The agency conducts background screening checks upon hire for all direct care employees, including at a minimum:

- A. Massachusetts CORI through the MA Criminal History Systems Board (CHSB); the agency does not assign direct care staff to provide client care until the results are received in accordance with 803 CMR 3;
- B. State or county criminal history screenings for each location in which the applicant is known to have lived or worked during at least the last five years;
- C. Social Security number verification and trace;
- D. Office of the Inspector General (OIG) Exclusion List;
- E. Nurse Aide Registry or Professional Licensing Board for each state in which the applicant is known to have worked within the last five years;
- F. Verification of at least two professional references, if possible;
- G. Verification of work history, if possible;
- H. Verification of eligibility to work in the US; and
- I. For all employees who transport clients, verification of motor vehicle registration, auto insurance and driving license, and driving record for a minimum of the last five years.

**Required Documentation:** Verification of current CHSB certification to access CORI, verification of certification to access MA Nurse Aide Registry, copy of policy and procedure for background checks that includes all nine of the required points listed above.

14. The agency maintains liability insurance including coverage of at least the following:

- A. General and Professional Liability: \$1 million per occurrence/\$3 million aggregate
- B. Sexual Abuse and Molestation: \$100 thousand/\$300 thousand
- C. Automobile Liability: \$1 million per occurrence
- D. Employee Dishonesty including coverage for third parties: \$25,000.

**Required Documentation:** The declarations page of the current insurance policy.

15. The agency conducts business in accordance with fair business practices and complies with all applicable federal, state and local laws and regulations and with the Code of Business Ethics of the Home Care Alliance of Massachusetts.

**Required Documentation:** Complete the Signed Attestation on the Accrediation Application.

# ACCREDITATION APPLICATION



Agency Corporate Name: \_\_\_\_\_

d/b/a Name (if any): \_\_\_\_\_

Principle Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Fed. Tax ID #: \_\_\_\_\_ State Unemployment Tax ID #: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Website (if any): \_\_\_\_\_

Add'l office addresses (if any): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **Signed Attestation**

By signing below, 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, & the documentation provided in support of this application are true, correct, & complete & 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, and that any falsification or inaccuracy in the information provided may be grounds for revocation of the accreditation.

Name of Officer or Director: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# LOGO LICENSE AGREEMENT (1)

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 home care agency doing business in Massachusetts (“Licensee”).

1. Home Care Agency Accreditation Logo License. Home Care Alliance grants to Licensee a non-exclusive, nontransferable, 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

# LOGO LICENSE AGREEMENT (2)



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.
  - Immediately destroy any & all printed & electronic materials that the Home Care Alliance determines in its sole & 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 & 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 & 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.



# LOGO LICENSE AGREEMENT (3)

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

## LICENSEE:

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

## HOME CARE ALLIANCE:

Home Care Alliance of Massachusetts, Inc.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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