

FRANKLIN COUNTY SENIOR OPTIONS

CONDITION OF PARTICIPATION

(These rules are subject to change to comply with federal, state, and local laws.)

CONDITIONS OF PARTICIPATION

Provider agencies submitting proposal(s) for services agree to compliance with the eight (8) following *Conditions of Participation* (hereafter referred to COP's).

CONDITION 1: AGENCY STRUCTURE

The Provider agency shall be a formally organized business or service agency registered and in good standing with the Ohio Secretary of State, or state in which they are incorporated, which is currently operating and providing paid home care services to individuals in the community at the point of application. The Provider's business shall be located within the State of Ohio or have a satellite office located within the State of Ohio from which to serve Franklin County, Ohio residents. FCOA does not contract with independent providers. The Provider must have a formally organized business or service agency.

Required Elements

1.1 The Provider agency must demonstrate a **one-year business history** supported by business records and professional references that will demonstrate the Provider's ability to perform the duties of the contract and provide high-quality services.

The Provider agency must meet a minimum of the following criteria:

1.1.1 Provider agency must demonstrate a business history of providing paid home care services to individuals in the community for **at least 1 (one) year prior to the point of application** to FCOA (point of application is one year prior to the date of the opening of this Request for Proposals).

The Provider agency must submit the following documentation at the point of application, i.e., proposal submission:

- a) **Evidence of 1 (one) year business history:** Applicant must submit evidence/proof/supporting documentation to demonstrate Provider agency's **one-year** home care service provision. Examples of documentation include the following: Articles of Incorporation or Organization as filed with the Ohio Secretary of State, or state in which they are incorporated, Federal Tax ID form, evidence of paid service provision for consumers such as independent audits, or financial statements.
- b) **Evidence of One (one) year of Business Insurance:** Applicant must also submit evidence/proof/supporting documentation of business insurance coverage for a minimum of **one year** without a lapse in coverage and must maintain coverage throughout the duration of the contract.
- c) **Evidence/Submission of a Certificate of Good Standing** (if the agency is incorporated or registered with the Ohio Secretary of State). Other examples of documentation

include the following: Articles of Incorporation or Organization as filed with the Ohio Secretary of State or the state in which the vendor is incorporated.

1.2 The Provider shall disclose all parties having ownership/interest in or control of the agency.

1.2.1 The Provider shall have a written statement defining the purpose of their business or service agency.

1.2.2 The Provider shall have a written statement of policies and directives or bylaws or articles of incorporation.

1.3 Upon request, the Provider 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 The Provider is operating the business in compliance with applicable Federal, State and Local laws.

1.4.1 The Provider shall comply with all applicable federal and state privacy laws, including the Health Insurance Portability and Accountability Act regulations (HIPAA).

1.4.2 The Provider shall have a written statement on file supporting compliance with anti-discrimination laws, federal wage and hour laws, Worker's Compensation laws and the Americans with Disabilities Act in the recruitment and employment of individuals.

1.4.3 The Provider shall submit, with their proposal submission, a written statement supporting compliance with current anti-discrimination laws regarding employment and consumers:

Franklin County Non-Discrimination Policy

Equal Employment Opportunity: The parties hereto agree that as a condition of this contract, there shall be no discrimination against any employee or applicant for employment because of race, color, sex, religion, national origin, disability, age, ancestry, sexual orientation, gender identity, marital status, Vietnam-era veteran status or geographical location. The parties will ensure that applicants and employees are treated without regard to their race, color, sex, religion, national origin, disability, age, ancestry, sexual orientation, gender identity, marital status, or Vietnam-era veteran status. Such actions include, but are not limited to the following: Employment, Upgrading, Demotion or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and places available to employees and applicants for employment, notices stating the party complies with all applicable federal and state non-discrimination laws.

Drug Free Workplace

The parties hereto agree to comply with all applicable federal and state laws regarding a drug-free workplace. The parties further agree that they will make a good faith effort to ensure that all employees of a government or private entity performing duties or responsibilities under this agreement shall not use illegal drugs or alcohol or abuse prescription drugs in any way.

1.5 The Provider shall have a written statement supporting compliance with current anti-discrimination laws in service delivery to consumers. The Provider shall not deny service to FCOA clients for any reason, or subject clients to discriminative actions for reasons of race, color, sex, religion, national origin, disability, age, ancestry, sexual orientation, gender identity, marital status, or Vietnam-era veteran status, or nature of the client's condition.

1.6 The provider shall submit, with their proposal submission a written statement supporting compliance with Reporting Abuse, Neglect and Exploitation Policy.

1.7 The provider shall submit, with their proposal submission, a written policy for Filing/Documenting a Liability Claim Procedure.

1.8 The Provider shall submit, with their proposal submission, a written policy for Filing/Documenting an Incident/Accident Procedure.

CONDITION 2: PHYSICAL FACILITY

The Provider has a physical facility from which to conduct business.

Required Elements:

2.1 The Provider shall have a computer with appropriate software, a printer, a telephone, fax machine and an employee available to take telephone calls between 9:00 a.m. and 4:00 p.m., Monday through Friday. Provider shall supply FCOA with an alternate telephone number to be used for administrative purposes only, in the event of an emergency and the provider cannot be reached at the primary agency telephone number.

2.2 The Provider shall utilize a secure, locked storage space for all FCOA client records.

CONDITION 3: ADMINISTRATIVE POLICIES

The Provider shall have written procedures supporting the operation of the business and its services.

Required Elements:

3.1 The Provider shall have a system to document services delivered and billed that complies with the FCOA program requirements.

3.2 The Provider shall obtain and maintain a comprehensive insurance program affording as a minimum the items indicated below:

3.2.1 **Comprehensive General Liability:** \$1,000,000 single limit occurrence including coverage for:

a) Personal 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 its employees.

b) Broad form Property Damage Liability.

c) products and completed operations.

d) premises and completed operations.

e) contractual liability ensuring the obligations assumed by the Provider (vendor) under the Contract.

This insurance does not apply or shall not be construed as being applicable to liability for damages arising out of bodily injury to any person or damage to any property of others resulting from the negligence of the Franklin County Board of Commissioners, its officers, employees, or agents.

f) Automobile Liability Insurance: all sums, which the company shall become legally obligated to pay as damages because of injury to or destruction caused by occurrence arising out of ownership, maintenance, or use of any automobile. This coverage is required for any service used to transport clients (i.e., homemaker escort and adult day services).

g) Excess Annual Aggregate Limit: \$1,000,000.00 dollars. During the term of this Contract and any renewal thereto, the Contractor, and any agent of the Offeror, at its sole cost and expense shall maintain the required insurance coverage as described in the Contract. County may require the Contractor to provide respective certificate(s) of insurance to verify coverage. Failure to provide a requested certificate within a seven (7) calendar day period may be considered as default.

h) Employee Dishonesty: not less than \$10,000.00 dollars. This requirement can be included in the agency's general liability policy or be contained separately in an Employee Dishonesty Bond from a Bonding or Surety company.

i) The following must be named as additional insured: The Franklin County Board of Commissioners and the Franklin County Office on Aging and its staff.

3.2.2 The Provider shall have Certificates of Insurance providing that during the term of the contract the Provider 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.

3.2.3 These policies shall contain the following special provisions: The company agrees that thirty (30) days prior to the 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, Room 300, Columbus, OH 43215.

3.3 The Provider shall have a written procedure which identifies the steps a client shall take to file a liability claim.

3.4 The Provider shall have a written procedure for documenting all client incidents and reporting the incidents to FCOA. The Provider shall maintain evidence of reporting the incident to FCOA via phone, fax or internal FCOA System e-mail (See Condition #8).

3.5 The Provider shall notify FCOA within 24 hours of any adverse incidents upon learning of the incident and document the notification on an adverse incident report, which shall be forwarded to the FCOA.

3.6 The Provider shall maintain a hard copy or electronic file for each FCOA client. Each file shall contain the following information:

- a) Client name, address, and telephone number
 - b) Client date of birth and gender
 - c) Contact person's name and phone number
 - d) FCOA case manager name and phone number
 - e) Functional limitations of client relevant to service(s) authorized
 - f) Signed and dated documentation of each contact with the client or caregiver, FCOA case manager or other authorized persons.
- 3.7 The Provider shall obtain written approval from the FCOA client to release client-specific information to sources outside of Franklin County Office on Aging and have a written policy regarding confidentiality. Client information received or submitted via computer, paper or verbally shall be considered confidential.

3.8 The Provider shall retain all records supporting service delivery to FCOA clients for a period of 6 years or until an initiated fiscal 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.

3.9 The Provider shall have, and submit with their proposal submission, a written Grievance procedure for the purpose of resolving client complaints. The Provider shall inform all clients of their right to file a grievance and shall give the client the name and telephone number of the Provider's contact person responsible for addressing grievances.

3.9.1 The Provider shall notify the FCOA CM via phone, fax, or e-mail of all client complaints reported to the Provider agency.

3.9.2 The Provider staff shall return telephone calls from FCOA Case Managers and authorized clients within 24 hours during normal business day.

3.10 The Provider shall immediately notify FCOA Quality Improvement Administrator in writing of any changes to corporate structure, Federal Tax ID#, or if the vendor is purchased by or merges with another business entity. Per county policy (Section 4.06 of RFP), "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."

3.11 In the event a FCOA Provider desires to be released from the terms and conditions of the FCOA contract, the provider must submit this request in writing to FCOA Quality Improvement Administrator. FCOA requires 60 days' notice of intent to terminate the contract.

3.12 The Provider shall not engage in behavior that constitutes a conflict of interest or takes advantage of or manipulates clients' services resulting in an unintended advantage for personal gain that has detrimental results for the consumer, the consumer's family or caregivers or another provider. The Provider staff shall always maintain professional boundaries with clients and their caregivers.

CONDITION 4: PERSONNEL POLICIES

The Provider has written personnel policies that support personnel practices.

Required Elements:

4.1 The Provider shall have written job descriptions or statements of job responsibilities that include qualifications for each position involved in the direct delivery of FCOA services.

4.2 The Provider shall conduct and document performance appraisals a minimum of annually for all individuals (employed or contracted) including volunteers involved in the direct delivery of FCOA services.

4.3 The Provider shall have documentation signed and dated by the staff member which indicates completion of an orientation **prior to** servicing an FCOA client which includes:

4.3.1 The Provider's purpose, policies, and procedures; including but not limited to:

- a) Agency personnel policies
- b) Incident reporting procedures and policies

c) Emergency procedures 4.3.2 FCOA Program purpose, philosophy, FCOA Provider Code of Ethics, and client confidentiality using orientation materials provided by the Franklin County Office on Aging.

4.4 The Provider shall have a written procedure, on file, defining the process by which a staff member can submit a complaint or grievance.

4.5 The Provider shall maintain a personnel file on every staff member (including volunteers and contract workers), who provides direct service to FCOA clients. This file shall include:

- a) A resume or application for employment that includes a description of work history.
- b) Written documentation of employee applicant's signed consent for verification of previous employment, training, and experience.
- c) Written documentation of Provider confirmation/verification of employee's previous employment, experience, and training.
- d) Written verification of licensure/certification and a valid driver's license, if applicable.

e) A copy of the performance appraisals signed and dated by the employee and staff member conducting the appraisal, as applicable.

f) A copy of the FCOA Provider Staff Code of Ethics signed and dated by the employee.

4.6 If a client receives Homemaker services as outlined in the service specifications, they may request in writing that a family member provide the service as an employee of the provider if the family member is qualified according to contract requirements. Franklin County Office on Aging reserves the right to approve or deny the employment of family members in the care of a client at any time due to quality or safety concerns. All requests for the provision of services by a family member, through a provider, must be approved in writing by FCOA's Quality Improvement Department prior to the initiation of service. Family members may not be supervisors while the client is in their care or present during or involved in the client's supervisory visits.

4.7 Prior to hiring, the Provider shall review the applicant's status in the following seven (7) free databases (OAC 173-9-03) for prohibited offenses. For assistance in using these databases please visit <http://aging.ohio.gov/information/rules/faq.aspx>. SAM

The U.S. general services administration's system for award management

<https://www.sam.gov/>

OIG

The Office of Inspector General of the U.S. Dept. of Health and Human Services' list of excluded individuals.

<https://exclusions.oig.hhs.gov/>

Abuser Registry

The Department of Developmental Disabilities' online abuser registry that lists people cited for abuse, neglect, or misappropriation.

https://its.prodapps.dodd.ohio.gov/ABR_Default.aspx

Sex Offender Search

Ohio Attorney General's sex offender and child-victim offender database.

<http://www.icrimewatch.net/index.php?AgencyID=55149&disc=>

Offender Search

Department of Rehabilitation and Correction's database of inmates.

<https://appgateway.drc.ohio.gov/OffenderSearch>

Nurse-Aide Registry

Department of Health's state nurse aide registry. If applicant has not been a resident of Ohio for 5 years, agency must conduct

https://odhgateway.odh.ohio.gov/nar/nar_registry_search.aspx

nurse-aid registry in state(s) in which applicant resided prior to Ohio.

Medicaid

Ohio Medicaid's provider exclusion and suspension list.

<http://medicaid.ohio.gov/provider/EnrollmentandSupport/ProviderExclusionandSuspensionList>

4.8 BACKGROUND CHECK POLICY: The Provider shall submit with their proposal submission, written procedure(s) 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 through 173-9-10 or other actions that pose a risk to the clients.

4.8.1 The Bureau of Criminal Identification and Investigations fingerprint check is to be conducted on all employees (including volunteers and contract workers) who provide direct service or supervision of direct service staff.

CONDITION 5: QUALITY OF SERVICE

FCOA case managers make referrals and authorize services to providers based on the lowest cost, the highest quality service delivery, and the provider's capacity to deliver the service while being respectful of client choice. FCOA does not guarantee a volume of service for providers. All referrals and authorizations are made electronically utilizing the FCOA Case Management System (hereafter referred to "Q/ECM System").

Required Elements:

5.1 The Provider shall only initiate services authorized by FCOA. The Provider shall not contact the FCOA client until the service has been authorized to the provider agency. FCOA will not pay for services delivered without authorization.

5.2 The Provider shall deliver services in compliance with service specification(s) and in accordance with the service plan as authorized by Franklin County Office on Aging.

5.3 The Provider shall inform the FCOA case manager within 5 working days if the authorization date initially entered by the Case Manager must be changed after the Provider is authorized the client.

5.4 The Provider must have prior approval from the FCOA case manager or supervisor to increase or decrease service units, or to change a service schedule (i.e., day of week care is provided). Any change to a service schedule agreed upon by the worker and client must have prior approval by the FCOA Case Manager. Failure to obtain prior approval from the FCOA case manager may result in refusal of payment.

5.5 The Provider shall immediately (within 24 hours) notify the FCOA case manager by phone, fax, or the case management system's e-mail of the following:

- a) Changes in client status (health, mental health, or death)

- b) Changes in client address or living arrangement
- c) Client admission to an institution (nursing home, hospital, or rehab facility)
- d) Any other changes or client status issues that could pose a health and safety issue to

the client or provider staff or interfere with the delivery of authorized services.

5.6 The Provider shall notify the FCOA case manager via phone, fax, or Q/ECM System e-mail if the client is repeatedly refusing service or has asked the Provider to cancel services.

5.7 The Provider shall have a written procedure for verifying service delivery when a client signature cannot be obtained.

5.8 The Provider shall create and implement a procedure to ensure clients receive a monthly report of services delivered if the Provider elects to use an electronic verification system. This report shall include date of service, time in and time out, tasks completed, and client phone number. In the event client does not have a phone to verify service delivery, the Provider must utilize a paper service ticket for each date of service and make this documentation available upon request from the client or FCOA personnel.

5.9 The Provider shall obtain documentation signed and dated by the client for each instance of service delivery (except for Adult Day Services where a daily roster is used). The documentation signed by the client shall include:

- a) The date of service delivery
- b) A description of the service tasks being performed
- c) The name of the direct service worker
- d) The arrival and departure time of the direct service worker
- e) The signature of the direct service worker

5.9.1 The Provider shall make this documentation available upon request from the client or FCOA personnel.

5.10 In the event of a staff member absence, the Provider may plan with the client to provide services on another day; however, the Provider shall make every effort to provide the service as authorized in the FCOA care plan with a substitute staff member. For example, if the client is authorized for weekly homemaker service, the Provider shall make every effort to provide a substitute worker during that same week period. If the client is authorized to receive a meal delivery, the Provider shall make every effort to deliver the meals within the same week.

5.11 In the event services cannot be delivered as authorized, the Provider shall notify the FCOA case manager within one working day with the following information:

- a) Client name
- b) Reason service cannot be delivered

- c) If subsequent service visits will be missed
- d) Date client will receive next service

5.12 The Provider shall maintain written documentation of all client contacts, case manager contacts, and units of service delivered. The provider shall make this documentation available upon request.

5.13 To promote high-quality service delivery, the Provider shall participate with the FCOA staff in problem resolution of client or Provider staff incidents, grievances, or complaints.

5.14 The Provider shall furnish their employees with an agency ID to present to clients at the time-of-service provision.

5.15 The Provider shall furnish their employees with personal protective equipment including but not limited to gloves, masks, booties, etc., as needed to ensure compliance with universal precautions and infestation control.

5.16 The Provider shall actively participate in the contract, including accepting referrals in the case management system. If a Provider does not accept referrals for six months or more their services may be placed on hold until the Provider is able to accept clients.

CONDITION 6: COMPLIANCE

The Provider shall comply with all contract requirements, Conditions of Participation, relevant Service Specifications, and reporting requirements of the Franklin County Office on Aging.

Required Elements:

6.1 When requested, provider must furnish documentation demonstrating that all requirements outlined in the applicable service specification(s) have been met.

6.2 Provider must allow representatives of FCOA, or its designee, full access to policies, procedures, records, and other documents related to the provision of services for FCOA clients and shall cooperate with said representatives in periodic reviews.

6.3 FCOA reserves the right to temporarily suspend a provider's participation in the provision of services for the following reasons:

- Failure to comply with our conditions, specifications, policies, or procedures.
- Failure to correct quality of service or client safety issues.

6.4 The Provider acknowledges and agrees that FCOA may take any action, including but not limited to the termination of the agreement, the imposition of sanctions or the suspension of referrals if it is determined by FCOA or their representatives at their sole discretion that the Provider is not in compliance with any of these Conditions of Participation or relevant Service Specifications.

6.5 The Provider 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, have repeated non-compliance, or actions that pose a health and safety risk to clients may result in the following actions:

6.6 A Provider who is found to be non-compliant with a COP or SS may:

- a) Be required to submit a Plan of Correction with Evidence of Compliance.
- b) Be placed on hold for new requests for service/referrals (RFS) from FCOA.
- c) Have clients removed from provider's services.

The Provider agency must demonstrate compliance with the specified terms of the contract prior to being released from RFS hold status.

6.7 The Provider shall immediately notify the FCOA Quality Improvement Administrator in writing of any of the following changes:

- a) Significant policy concerns or problems
- b) Changes in name, corporate structure, or service provision
- c) Office relocations, changes in phone numbers
- d) Changes in Leadership staff

6.8 The Provider shall have a representative from their agency attend any required FCOA Provider meetings.

6.9 Notwithstanding the process outlined in this Section, the County reserves its right to terminate the contract according to the provisions of Section 9 of the RFP without the need to follow the process outlined in that Section.

6.10 The Provider shall submit data regarding FCOA clients when requested.

CONDITION 7: BILLING

The Provider shall submit billings to Franklin County Office on Aging monthly. The Provider's request for payment is due no later than the 15th of the subsequent month following the date of service.

Required Elements:

7.1 The vendor shall input service units into the Office on Aging Case Management System (CMS) electronically.

7.1.1 Office on Aging will only remit payments to the contracted vendor agency.

7.2 The vendor shall bill monthly 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.

7.3 The vendor shall bill for actual units of service delivered, using the actual delivery date as the date billed. Worker's time spent for travel, breaks, meal breaks, or administrative activities shall not be billed to Office on Aging.

7.4 The vendor shall not bill extra for services or delivery provided on holidays or weekends. (Weekend/holiday deliveries are not required for this contract.)

7.5 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. 7.6 Franklin County normally makes payments within forty-five (45) days from the date the invoice is received.

7.7 The vendor and its representatives shall not bill any Office on Aging client for service(s) delivered OR solicit clients for donations.

7.7.1 The vendor shall not solicit donations from clients whose services are provided under Senior Options. Office on Aging clients who would like to donate should be directed to the Franklin County Office on Aging Manager of Finance and Operations or Chief Financial Officer.

7.7.2 The vendor is prohibited from adding Office on Aging clients to general solicitation mailing lists

7.8 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.

7.9 The vendor shall only bill one payment source for a provided unit of service. 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.

7.11 An FCOA client or Case Manager may cancel a service unit without incurring a charge by contacting the Provider before 7:00 a.m. on the scheduled day of service. If the Provider is notified after 7:00 a.m. or does not receive a notice of cancellation, the Provider may bill FCOA as follows:

- a. All Providers, apart from Medical Transportation and Adult Day Services may bill for a maximum of 1 unit of service.
- b. Adult Day Services Providers may bill for a maximum of (1/2) unit of service. For Adult Day Service transportation, a maximum of 1 unit of service may be billed if the Provider attempted to transport the client.
- c. All Providers shall document in the client record the person who notified the Provider of the cancellation, the time of notification, and the reason given for the cancellation.

7.12 The Vendor must maintain delivery records, and upon request allow Office on Aging staff access to all Office on Aging client records 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.

7.12.1 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 8 COMPUTER REQUIREMENTS

Required Elements:

8.1 To access the FCOA's case management system (CMS) and receive technical support from FCOA, the provider agency must have computer 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

8.2 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.

8.3 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. 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). 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.