

GUIDING PRINCIPLES FOR PROVIDERS AND THE PREBLE COUNTY BOARD OF DD

- A. We agree that all relationships are professional, business relationships designed to provide the best quality services to individuals with developmental disabilities in Preble County. Throughout this process, entities will be committed to co-operatively providing accurate information to individuals and families about available services, laws, and rules.**
- B. We agree in the presence of professional conflict, that problems and concerns are best addressed when there is an opportunity for face-to-face discussion. All parties agree to initiate and participate in such meetings. To aid in this process the Preble County Board of DD agrees to coordinate a regular provider meeting to give a forum to air and address areas of concern.**
- C. We agree that all parties involved in professional conflict shall be primarily concerned with the welfare, health, and safety of the individual served.**
- D. Each provider, including the county board as a provider, shall respect the time and financial investment that is required to train and develop employees of each agency. Each provider accepts these practices as fair in regard to obtaining and retaining employees.**
 - 1. No provider, or any of its agents, shall approach an employee known to be employed by another provider in Preble County in an effort to "recruit" them. Providers shall rely instead on posting and advertising of positions via local media, websites, newsletters, etc. to let interested parties know about possible employment opportunities. Interested candidates can approach a provider. Providers should not approach a staff member of another agency.**
 - 2. No provider, or any of its agents, shall encourage an employee to make contact with a former employer's clientele to encourage individuals to "switch" providers. A current or former employee of an agency who approaches a provider with a "quid pro quo" (hire me and I'll bring individuals with me) should be advised that such a measure is a conflict of interest and a breach of ethical behavior and is not good practice by providers in Preble County.**
 - 3. No provider shall offer employees monetary incentives which encourage staff to engage in taking away individuals being served by another agency or provider. Such incentives are agreed to be unethical as they promote employees to engage in activities in items D (1) and D (2).**

E. Providers agree they will not actively or individually approach/solicit individuals they know are being served by another provider to entice them to switch providers.

- 1. Providers agree to wait until individuals and/or their legal guardians approach the provider to enquire about services or as part of a response to a request for provider interview to discuss services with individuals and/or their legal guardians.**
- 2. Providers are responsible for their employees' or agents' conduct in this area. Each provider agrees to train their staff to refrain from approaching individuals being served by other providers with intent to entice the individual to switch a provider of service.**
- 3. Individuals and/or their legal guardians may pursue a different provider at any time. Providers and the Preble County board agree to fully support Free Choice of Provider desires of individuals and or their guardians.**

F. Providers are encouraged, and it is appropriate, to market their services to individuals, families, and legal guardians using general marketing methods. Marketing will be directed to the general population of individuals eligible for services rather than targeting specific individuals.

- 1. Providers agree to avoid using inducements to influence an individual and/or their legal guardian to select the provider. Inducements include goods, services, and money. Inducements of an inexpensive or limited value are allowable but must have a value of less than \$10 individually and cannot exceed more than \$50 annually. Inducements of goods, services, and money are agreed to be unethical and a violation of the Office of Inspector General's Special Advisory Bulletin on legal Medicaid provider practice. Inducement limitations also are agreed to apply to efforts to retain an individual in current services.**
- 2. Individual Service Plan meetings are agreed by providers and the Preble County Board of DD to be off limits for marketing of a specific provider of service. Discussions will focus on service needs and desires of the individual. If the need for a new service or new provider is identified or desired by the individual, the SSA will make immediate arrangements with the individual to discuss freedom of choice options and follow the Free Choice of Provider Policy of the Preble County Board of DD following conclusion of that meeting.**
- 3. The Preble County Board of DD will make available opportunities to educate individuals and their legal guardians of providers of waiver services. Examples of opportunities may include but not be limited to**

provider fairs, locations to have provider marketing materials, links to the county board website, and provider pool listings within the Provider book.

4. The appropriate Preble County Board of DD's SSA will insure individuals and their legal guardians are made aware of their right to choose, retain or switch providers at a minimum on annual basis during the development of the annual ISP and offer assistance on accessing the avenues stated in #3 if the individual is interested.
 5. The Preble County Board of DD will support reasonable and ethical marketing efforts by providers and will encourage input on how to ensure fairness to all providers as part of ongoing quarterly Provider Network meetings.
- G. Providers shall not interfere with the responsibilities of the Preble County Board of DD's Free Choice of Provider process. The Preble County Board of DD will welcome input and suggestions to ensure the process is fair to all providers and is in compliance with all applicable rules and statutes.
- H. Providers and the Preble County Board agree that the population of individuals served, are at great risk to be influenced by current providers of services and that a potential for conflict of interest exists at all times.
1. Providers and the Preble County Board agree to make every reasonable effort to avoid talking with individuals about other services a provider offers while providing a current service to them. Providers may display general marketing materials and service options within their private offices (i.e. HPC, NMT, ADS). Communications regarding "Free Choice Provider" should always be directed to the appropriate SSA of the Preble County Board of DD for consideration of these services as well as being made aware of other providers of those services.
 2. Providers agree to make the SSA aware of any request by an individual to change providers and will act with the same promptness in matters where, the individual desires to change services to the provider, or wishes to change services from the provider.
 3. Providers and the Preble County Board of DD agree not to dissuade the individual from choosing a provider by coercion or manipulation (i.e. If you leave your favorite staff will lose their job; you will make us cry; your family will be mad at you, etc....). Providers can work to find out sources of dissatisfaction and seek to correct them and will be supported in these efforts by the Preble County Board of DD. Upon individuals leaving a certain service, the SSA, will present an exit interview to the individual and/or guardian. If, the exit form is returned, the SSA will then make

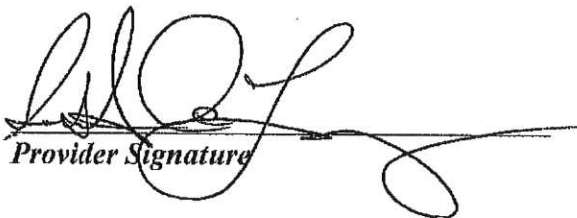
sure the provider has been given the information as to why the services ended.

- I. Providers agree to not engage in practices that undermine the marketing efforts of other providers, or present other service providers in a negative manner.
 - 1. Providers agree to avoid comparisons with other provider's service offerings, as these are likely to provide incomplete information and confuse individuals.
 - 2. Providers will focus marketing, tours, information seeking questions solely related to services they provide and methods for delivering them.
 - 3. Providers agree to train staff on these items.
- J. Providers agree to honestly portray the services they are able to provide and the experience, training, expertise, and scope of services the provider is able to and is currently offering.
- K. The Preble County Board of DD shall ensure all services are listed in the ISP for an individual and shall not expect the Provider to provide services for which the County Board of DD is not able to authorize payment, and shall follow all applicable rules and statutes regarding amount of services able to be offered to the individual.
 - 1. The Preble County Board of DD shall make a good faith effort to provide the ISP and other pertinent documents to the Provider four (4) weeks in advance prior to the start of the provision of services. In the event of an emergency revision, parties will be notified that the four (4) week timeline will not be met. Time needed from staff training will be by mutual agreement between the county board and the provider.
 - 2. Providers recognize the role and responsibilities of the Preble County Board of DD and will not intentionally do anything to undermine that authority (i.e. Don't have to follow ODDP requirements; can authorize a prior authorization if they wanted to; they just don't want you to have services so they can save money; you can't trust their assessments).
 - 3. The Preble County Board of DD recognizes the responsibilities of the provider and will not intentionally do anything to undermine that role (i.e. You need to take this person off the schedule even if not an MUI situation; you should provide an extra staff free of charge; you need to provide this service regardless of ability).
- L. The Preble County Board of DD will encourage and work with individuals, their families, and the current provider to resolve any issues of concern. However, at

such a time that an individual or their legal guardian states they no longer feel an issue can be resolved, or they wish to change providers, the County Board of DD will assist the individual in securing a different provider.

1. Providers agree to give thirty (30) days prior notice if desiring to cease services with an individual.
2. The County Board of DD will encourage individuals and their legal guardians to give prior notice to a provider when they wish to change providers. Thirty (30) days prior notice will be encouraged.
3. Providers and the County Board of DD shall immediately communicate changes that would impact the nature of services or supports necessary to an individual.
4. Providers agree to participate and cooperate in the process of transitioning the services for an individual from one provider to another including continuing services as stated in the ISP up to the moment the new provider is able to take over. The Preble County Board of DD shall insure information is available to assure health and safety of the individual during the transition process at all times.
5. Providers will be directed by the Preble County Board of DD to complete an Incident Report if they hear other providers coercing/discussing with any individual regarding "Free Choice of Provider".

Nothing in this agreement shall infringe upon the rights of an individual to seek due process, file grievances, or infringe upon their freedom of choice. It is meant as a method to clarify ethical county board and provider conduct in helping individuals with developmental disabilities' free exercise of these rights.


Provider Signature

7.30.13
Date

CRSI
Agency Name