

Butler County MR/DD and Butler County Providers Best Practice Agreement

Purpose – The purpose of this document is to ensure the highest level of service being provided by Providers and the Butler County Board. The relationship between the two is agreed to be professional and respectful. The adherence and participation in the below statements are voluntary.

Definitions -

Provider: For the purposes of this document a provider is defined as a Residential Agency Provider, Adult Day Array Provider, and/or County Board acting as a Provider

Butler County Board: For the purposes of this document Butler County Board is defined as the Butler County Board of Mental Retardation and Developmental Disabilities; which includes all management, employees, etc. thereof.

General Statements of Best Practice

1. Provider and Butler County Board agree to objectively promote, honor and respect the unique needs, values and choices of the individuals being served.
2. Provider and Butler County Board agree to seek prevention, and promptly respond to signs of abuse and/or exploitation, and do not engage in sexual, physical, or mental abuse.
3. Provider and Butler County Board agree to fulfill commitments in good faith and in a timely manner.
4. Provider and Butler County Board agree to conduct themselves with honesty, integrity, and fairness.
5. Provider and Butler County Board agree to attend and participate in regular provider meetings. The purpose of these meetings will be information sharing, resolution of global issues and coordination of resources.
6. Provider and Butler County Board agree that any and all relationships are professional, business relationships designed to provide the best quality services to individuals with disabilities in Butler County. Throughout this process, entities will be committed to co-operatively provide accurate information to individuals and families about available services, laws and rules.
7. Provider agrees to respect the time and financial investment of other agencies that is needed to provide services to individuals. Provider agrees to respect that staff of another agency is a resource and an investment for that agency and agree not to actively recruit them as employees.
8. Provider and Butler County Board agrees to not reveal confidential information obtained as the result of a professional relationship, without the prior written consent from the individual, except as authorized or required by law.
9. Provider and Butler County Board agrees to follow applicable laws, rules and regulations concerning certification for each support service provided and shall not discriminate on the basis of race, color, gender, sexual orientation, age, religion, national origin, socioeconomic status, political belief or disability.
10. Provider recognizes the role and responsibilities of Butler County Board and will not intentionally do anything to undermine that authority. Butler County Board recognizes the role and responsibilities of the provider and will not intentionally do anything to undermine that authority.

11. Provider and Butler County Board agree to issuing documents and statements they believe to be true and accurate.
12. Provider and Butler County Board agree to immediately notify each other whenever they become aware of any material changes to contracts or documents that would change the nature of the supports being provided.
13. Provider agrees to educate employees of the agency terms of employment, conflict of interest, non-compete and separation terms. Butler County Board agrees to educate staff, individuals and their families/guardians about best practice agreement and Provider Selection Guide in regards to implication to the families and individuals when selecting a new provider is forthcoming.
14. Provider agrees to supply updated contact information (i.e. address, key staff changes, phone numbers, etc.) within 5 working days of change.

Service Delivery

1. Provider and Butler County Board agree to clearly define the mission, philosophy and vision for the services provided.
2. Provider and Butler County Board agree to exercise professional judgment within the limits of his/her qualifications and collaborate with others, seek counsel, or makes referrals as appropriate.
3. Provider agrees to not perform service(s) outside the area of training, expertise, competence, or scope of service of the provider. Provider agrees to be honest with individuals and their families about what the provider is able to provide Butler County Board agrees to assist the provider in securing appropriate training, expertise, and/or competence as needed for the implementation of services.
4. Provider agrees to inform the individual and Butler County Board when the needs of an individual are beyond the area of training, expertise, competence, or scope of service of the provider.
5. Provider should not be expected to provide services to individuals that are not listed in the ISP. Butler County Board agrees not to expect the Provider to provide services for which Butler County Board does not intend to pay for such services. (Emergencies will be excluded and will be addressed on a case-by-case basis)
6. Butler County Board agrees that when a provider states they are not able or competent to provide a service, Butler County Board will not hold this against the provider in future situations.

Marketing

1. Provider is encouraged and it is appropriate to market their services to people who receive services, families, other providers and the public. Marketing strategies may include a variety of techniques that will ensure that the services offered are being accurately and honestly portrayed to the targeted audience. Butler County Board agrees to not interfere with a provider's efforts to market their services provided that such efforts do not interfere with the Board's policy and procedure on Free Choice of Provider, as well as non-exploitation of individuals.
2. Provider agrees to not produce, publish, create, or partake in the creation of any false, fraudulent, deceptive, or misleading advertisements when marketing the supports they offer.
3. Provider and Butler County Board agrees to not engage in practices that undermine the marketing efforts or present others in a negative manner.

Freedom of Choice

1. Provider agrees to not interfere with the responsibilities of Butler County Board in the Free Choice of Provider process. Butler County Board will entertain suggestions and input to ensure the policy and procedures are fair to all providers and are in compliance with applicable rule and law.
2. Provider agrees to not actively pursue provision of services for an individual currently under “contract” via an ISP with another provider agency. Individuals and/or their guardian may pursue a different provider at any time under the Free Choice of Provider statute.
3. Provider agrees to inform the Support Coordinator for the individual when the Provider becomes aware that the individual has indicated that he or she would like to change providers. Provider will assure the Support Coordinator takes the lead with the individual in seeking and choosing a provider. Butler County Board shall inform the Provider for the individual when Butler County Board becomes aware that the individual has indicated that he or she would like to change providers. In residential cases, individuals and providers will be strongly encouraged to give at least a 30 day notice. In Day Habilitation cases, individuals and providers will be strongly encouraged to work through the Team to determine adequate notice to the provider.
4. Butler County Board agrees to encourage and work with individuals, their families, and the current provider to resolve any and all issues of concern. However, at such time that an individual or family states that they no longer feel an issue can be resolved and they are requesting a change of provider, Butler County Board agrees to assist the individual in securing a different provider.
5. Provider agrees to participate in the process of transitioning the services for an individual from one provider to another. Leaving provider and new provider agree to share pertinent documentation (i.e. medical information, financial information, personal items, etc) with the consent of the individual and in accordance with HIPAA guidelines and/or Provider Policies. Butler County Board agrees to involve the Provider in the process of transitioning from one provider to another.
6. Providers and Butler County Board agrees to not actively steer the individual's decisions regarding any support service. Providers and Butler County Board are expected to be aware of this potential conflict of interest and make a reasonable effort to prevent it from occurring. (This may be of particular relevance when a Provider has an established Provider relationship with an individual.)

Resolving Conflicts

1. Provider and Butler County Board agree that issues are best addressed when there is opportunity for discussion/clarification. Both parties agree to initiate and participate in such meetings/discussions.
2. Provider and Butler County Board agree to be primarily concerned with the welfare and the health and safety of the individual served, even when experiencing professional conflict.
3. *Provider and Butler County Board agree to comply with ODMRDD statues 5123:2-1-12 “Administrative Resolution of Complaints for County Boards” and 5123:2-17-01 “Complaint Resolution”.*

Provider Designee (Director/CEO)

Butler Co MRDD Designee