NATIONAL ASSOCIATION FOR HOME CARE & HOSPICE

PRIVATE DUTY HOME CARE CERTIFICATION
# TABLE OF CONTENTS

Private Duty Home Care Certification Overview .................................. 3  
NAHC Private Duty Home Care Certification ........................................ 4  
What Standards Must an Agency Location Meet to Become Certified? ....... 4  
Certification Process ........................................................................ 5  
Benefits of Certification ..................................................................... 6  
FAQ’s ......................................................................................... 7  
Certification Elements & Standards .................................................... 9  
Application for NAHC Private Duty Home Care Certification and Attestation ................................................................. 13  
Logo Licensing Agreement .............................................................. 14
The nation’s private duty home care nursing and personal care services community fulfills a unique and essential purpose in modern life. Private duty home care provides critical, quality, home-based care, and living support services for individuals young and old, helping them live full, independent, and connected lives in the comfort of wherever they call home.

The National Association for Home Care & Hospice (NAHC) seeks to empower organizations to meet evolving needs and consistently deliver the highest quality of private duty and personal care services through leadership, education, advocacy, and innovation. We foster collaboration among our members, business partners, and affiliate associations to rise to meet this goal and to set the standard for excellence in practice today and for the future.

Founded in 1982, The National Association for Home Care & Hospice (NAHC) is the largest and most well-respected professional trade association in the United States serving as the unified voice of home care and hospice. NAHC represents the nation’s 33,000 home care and hospice providers, along with the more than two million nurses, therapists, and aides they employ. These caregivers provide vital services to Americans who are aged, disabled, and ill. Some 12 million patients depend on home care and hospice providers, who depend on NAHC for the best in advocacy, education, and information. NAHC is a nonprofit organization that helps its members maintain the highest standards of care. Achieving Private Duty Home Care Certification through NAHC establishes your agency as a committed and dedicated provider of quality private duty nursing and personal care services with the backing of a prestigious, leading, national association.
PRIVATE DUTY HOME CARE CERTIFICATION

The NAHC Private Duty Home Care Certification is the only national certification created by private duty leaders, exclusively for the private duty home care community. The certification offers providers the opportunity to differentiate and distinguish themselves from competitors by demonstrating their commitment to quality through formal certification.

WHAT STANDARDS MUST AN AGENCY LOCATION MEET TO BECOME CERTIFIED?

Private Duty Home Care Certification requires each agency location to undertake a comprehensive self-examination of a number of aspects of the business and to submit documents showing adherence to the program standards in each category to be reviewed by dedicated private duty staff at the National Association for Home Care & Hospice.

To become certified by the National Association for Home Care & Hospice, an agency location must meet and demonstrate compliance with the following areas:

1. Written Privacy Policy
2. Service Agreement
3. Service Plan
4. Complaint/Grievance Policies & Procedures
5. Abuse Policies & Procedures
6. Due Diligence in Hiring Process & Procedures
7. Direct Employment & Payment of Staff
8. Initial and Routine Competency Training
9. Quality and Performance Improvement
10. Supervision & Oversight
11. 24/7 Access and Availability of Staff in Case of Emergency
12. Maintains General Protections and Liability Insurance
13. Conducts Business in Compliance with all federal, state, local licensure standards, fair business practices and regulations.

*Only agencies that meet all thirteen (13) standards will be granted Certification.
CERTIFICATION PROCESS

To become certified, agency locations must present documents to the National Association for Home Care and Hospice (NAHC) showing they meet or exceed all standards required. These documents are then carefully reviewed by association staff for proof of compliance across all domains. Certification is awarded to only agencies that meet or exceed all thirteen (13) standards of operations, quality, and performance.

Applications for Certification and associated supporting documents are accepted virtually via Google Forms. You can also request a link to submit your forms by emailing ERB@NAHC.org. All documentation submitted will be kept in confidence, and accessible only to NAHC staff for the purpose of administering the certification program.

Certification is approved for one year and must be renewed on an annual basis.

In the event of a credible, verifiable, and documented complaint against an agency location that demonstrates noncompliance with certification program standards, NAHC has the right to revoke certification and ask for the immediate discontinuation of use of the certification logo.

Agency locations may choose to withdraw from the Private Duty Home Care Certification program at any time by submitting written notification to The National Association for Home Care & Hospice.

The National Association for Home Care and Hospice in collaboration with the Private Duty Advisory Board, reserves the right to update and/or revise aspects of the Certification program at any time. Any change or updates will be communicated in advance and may amend the requirements at the next renewal.

PRIVATE DUTY HOME CARE CERTIFICATION COST

Private Duty Home Care Certification is offered complimentary for all NAHC members. Non-members incur a $750.00 fee for Certification that must be paid with submission of their application. The National Association for Home Care & Hospice Reserves the right to evaluate and update this fee on an annual basis with notice.
BENEFITS OF CERTIFICATION

Through certification, private duty home care agencies distinguish themselves from their peers and demonstrate that they meet high standards of quality, safety, and credibility, practicing at the top of the industry.

A successfully certified agency:

- Demonstrates your commitment to quality and service delivery excellence.
- Demonstrates to 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.

Certified agencies receive recognition in several ways:

- Use of the National Association for Home Care & Hospice Private Duty Home Care Certification logo to show your commitment to quality on your website, brochures, and stationery.
- Listing on NAHC’s website and agency locator as a Private Duty Certified agency location.
- Ability to compete in an increasingly competitive landscape.
FAQ’S

How does an agency become Certified by the National Association for Home Care and Hospice?

Agency locations can apply for Private Duty Home Care Certification by submitting documentation to the National Association for Home Care and Hospice that demonstrates their compliance with the outlined certification standards. Applications are carefully reviewed by dedicated private duty NAHC staff, with certification only granted after this rigorous review.

Agencies are required to renew their Certification on an annual basis.

Who developed the NAHC Private Duty Home Care Certification standards?

The standards of certification were developed by private duty home care industry leaders and experts with in-depth knowledge and experience in managing home care programs and who share a commitment to providing high quality services. Many of these leaders also serve on the NAHC Private Duty Advisory Board, Advocacy Council, and NAHC Board of Directors.

How long does it take to become certified?

Once an agency submits its application to the National Association for Home Care and Hospice, along with all required documentation, an agency will receive determination on certification within 30 days of submission.

What happens if I do not meet all the required elements & standards for certification after review?

If after formal review, an agency is determined to have not met or exceeded all required standards for certification, the agency contact will be notified and given 30 days to comment and provide additional document or remedy.
Am I required as a member of NAHC and a private duty home care operator to become certified?

The National Association for Home Care & Hospice’s Private Duty Home Care Certification program is entirely voluntary. Agencies are under no obligation to participate. However, we strongly encourage agencies to strive towards meeting the standards of certification and pursue formal certification when they feel ready.

I operate a private duty home care agency that has more than fifty locations across the United States. If I submit certification program standards for one of my locations and they are successfully certified, does this mean all of my locations can be considered certified?

No. If a private duty home care agency has more than one location, each agency location must submit an application and all supporting documentation to be reviewed. For example, if you have one location in Massachusetts and another in New Jersey, each location would need to submit their own application and materials and would be reviewed and certified separately.

How can I find out if a private duty home care agency location is Certified by the National Association for Home Care & Hospice?

A full list of Private Duty Home Care Certified agencies is available on the NAHC website. This list is updated on a monthly basis.

I am primarily private duty home care agency; but I also do some Medicare/Medicaid business. Can I apply for certification?

Yes. Medicare/Medicaid Certification is more rigorous than the NAHC Private Duty Home Care Certification program. Thus, you can reasonably assume that any certified agency would pass the requirements of the Certification program and receive formal Certification. We strongly encourage those who are Medicare/Medicaid certified to apply for Private Duty Home Care Certification to show their commitment in providing quality private duty home care services.

Who do I contact if I have questions?

All questions and concerns should be emailed to ERB@NAHC.org. Alternatively, you can call the NAHC Education Department at 202-547-7424.
CERTIFICATION ELEMENTS & STANDARDS

In order to successfully achieve formal certification through the National Association for Home Care and Hospice, agency locations must demonstrate their ability to meet and/or exceed the following elements and standards:

STANDARDS CHECKLIST

☐ STANDARD ONE: Written Privacy Policy
   The agency location has and utilizes a written privacy policy to safeguard the personal, health, and financial information about their clients and employees.

   REQUIRED: Submission of copies of privacy policies for client and employee data.

☐ STANDARD TWO: Service Agreement
   The agency location must have an established service agreement for each client they are providing services for. The service agreement should include at a minimum, an explanation of the cost of services.

   REQUIRED: Submission of copy of current, standard service agreement, form, or policy.

☐ STANDARD THREE: Service Plan
   The agency location has evidence of a service plan for every client they are providing care and services for.

   REQUIRED: Submission of client service plan example.

☐ STANDARD FOUR: Complaint/Grievance Policies and Procedures
   The agency location has evidence of policies and procedures to accept, investigate, and respond to client or employee complaints and or grievances. These policies and procedures should be available in written or digital form to all clients and employees upon request.

   REQUIRED: Submission of complaint policy AND written notice to clients and employees with grievance policy.
STANDARD FIVE: Abuse Policies and Procedures

The agency location trains all staff in identifying and reporting suspected abuse. They follow a written procedure to respond when client abuse, neglect, theft, or the well-being of the client is in question.

REQUIRED: Evidence or attestation of staff training in identification and reporting of suspected abuse, neglect, or theft, and submission of abuse reporting AND agency location investigation policy.

STANDARD SIX: Due Diligence in Hiring Process and Procedures

Agency demonstrates their commitment to hiring qualified staff through practicing due diligence in the policies and procedures in the hiring process. Due diligence includes ensuring Criminal Background Checks & Child Abuse Clearance for staff (if indicated) have been conducted upon hire for all new employees and includes but is not limited to the following:

- 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
- Social Security number verification and trace
- Process for verification of at least two professional references
- Process for verification of work history
- Process for verification of eligibility to work in the United States

REQUIRED: Submission of copy of agency location policy and procedure for background checks and/or child abuse clearances, and employment/references for all hires.

STANDARD SEVEN: Direct Employment and Payment of Staff

Agency location has evidence of directly employing all private duty caregivers and nurses and maintains appropriate workers’ compensation coverage for all employees.

Additionally, the agency location maintains a comprehensive payroll process which includes prompt, mutually agreed upon payment at established rates for all work performed. The agency’s payroll process must include reporting of employment wages to required federal and state governmental agencies, collection of state and federal withholding, payroll taxes, and payment of these taxes and all other indicated state and federal payroll taxes submitting them to the appropriate government agencies.

REQUIRED: Declarations page of current workers’ compensation insurance policy (including caregiver class codes).
STANDARD EIGHT: Evidence of Initial and Routine Competency Training

Agency location ensures that prior to case assignment, employees who provide care and services have received training and show evidence of competency for each task to be performed for the client as per the service plan.

In addition, all employees will have received training & orientation (reviewed at least annually) in the following areas but not limited to:

A. Confidentiality
B. Infection control
C. Other training as indicated. Examples might include — safety and falls prevention, disease specific training

REQUIRED: Submission of new hire checklist all policies related to both new hire and ongoing/ routine education, training, and competencies.

STANDARD NINE: Quality and Performance Improvement

Agency location has evidence of a formal quality and performance improvement program to assure consumers, community, and payers that the organization continuously strives to better the quality of care, deliver more effective service, and maintain positive service outcomes. This might include client/employee satisfaction surveys, performance improvement initiatives, evidence of risk management and incident reporting, etc.

REQUIRED: Submission of agency/organization performance improvement policy/Quality Performance Improvement Plan, or other documentation showing evidence of ongoing quality and performance improvement.

STANDARD TEN: Supervision and Oversight

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

REQUIRED: Submission of copy of agency supervisory visit form and/or policy on supervisory visits and oversight.

STANDARD ELEVEN: 24/7 Access and Availability of Staff in Case of Emergency

The agency location ensures that supervisors or care team members are accessible by telephone 24/7 in the event of an emergency. Employees and clients should be given information about the emergency policies and procedures.

REQUIRED: Submission of written agency location emergency policies and procedures.
STANDARD TWELVE: Maintains General, Professional, and Liability Insurance

Agencies maintain general, professional, and liability insurance as well as meet all state requirements for insurance operating as a private duty home care agency.

REQUIRED: Submission of declarations page of current insurance policies that cover both office and client/patient home locations but is not limited to caregivers, theft, damage, etc.

STANDARD THIRTEEN: Conducts Business in Compliance with All Federal, State, Local Licensure Standards, Fair Business Practices and Regulations.

To assure consumers, community, and payers that the private duty home care agency complies with the law and program regulations.

REQUIRED: Submission of signed attestation on the application for Private Duty Home Care Certification.
APPLICATION FOR NAHC PRIVATE DUTY HOME CARE CERTIFICATION AND ATTESTATION

AGENCY CORPORATE NAME

D/B/A (IF ANY)

ADDRESS

FEDERAL TAX ID #  STATE UNEMPLOYMENT TAX ID #

PHONE

WEBSITE (IF APPLICABLE)

By signing below, I hereby certify that, to the best of my knowledge and belief and after a diligent and comprehensive 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 required standards, and the documentation provided in support of this application are true, correct, & complete & will remain in full compliance throughout any period of certification. I understand The National Association for Home Care & Hospice (NAHC) relies on the truthfulness of this certification in granting certification, and that any falsification or inaccuracy in the information provided may be grounds for revocation of the certification and associated benefits. I further agree if for any reason my organization ceases to be certified by the NAHC Private Duty Home Care Program, I will immediately cease use of the NAHC Private Duty Home Care Program name and/or logo in any format.

NAME OF OFFICER OR DIRECTOR

TITLE

EMAIL

ATTESTATION & APPLICATION SIGNATURE          DATE
LOGO LICENSING AGREEMENT

This License Agreement (“Agreement”) is made and entered into as of the date of their signatures below (“Effective Date”) by and between The National Association for Home Care & Hospice, (NAHC) and ______________________________, a private duty home care agency location (“Licensee”).

1. Home Care Agency Accreditation Logo License.

NAHC grants to Licensee a non-exclusive, nontransferable, limited use license (the “License”) to use the National Association for Home Care & Hospice Private Duty Home Care Certification Logo and the phrase “Private Duty Home Care Certified by the National Association for Home Care & Hospice” (collectively, the “Logo”), subject to the following terms and conditions, including confirmation the Licensee is a private duty home care agency that meets NAHC’s Standards for Private Duty Home Care Certification (as published from time to time by NAHC).

2. Conditions of License.

The License is conditioned upon Licensee satisfying and continuing to satisfy the Private Duty Home Care Certification Standards established and published, from time to time, by NAHC, in accordance with the certification Procedure. A camera ready digital copy of the Logo shall be made available to Licensee upon such certification and the execution and delivery of this Agreement.

3. Permitted Use of Logo.

The purpose of the Logo is to identify private duty home care agencies that meet the National Association for Home Care & Hospice Private Duty Home Care Standards. Licensee shall use the Logo only for the purpose(s) of acknowledging Licensee’s Certification as a private duty home care agency location. 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 National Association for Home Care & Hospice or that the National Association for Home Care & Hospice 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 National Association for Home Care & Hospice or as in any kind of similar relationship other than as a member and Certified agency location;

C. Licensee shall make no representations that the National Association for Home Care & Hospice has endorsed or recommended the quality, merchantability, fitness for any purpose of Licensee’s products or services, other than Licensee’s satisfaction of the Private Duty Home Care Certification 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 Private Duty Home Care Certification by the National Association for Home Care & Hospice.

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 National Association for Home Care & Hospice. 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 National Association for Home Care & Hospice for written approval prior to any use thereof, which approval may be granted or withheld in the sole and absolute discretion of the National Association for Home Care & Hospice. Notwithstanding the National Association for Home Care & Hospice’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 Private Duty Home Care Certification; provided, however, that this Agreement and the License granted hereunder shall be extended if Licensee timely submits a new application for Certification along with the documentation required by the National Association for Home Care & Hospice and the National Association for Home Care & Hospice renews Licensee’s Private Duty Home Care Certification as a Private Duty Home Care Agency location, 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 National Association for Home Care & Hospice 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 Private Duty Certification Standards. This Agreement and the License granted hereunder shall terminate upon the expiration of the Private Duty Home Care Certification. The expiration or termination of this Agreement shall not relieve either party of any obligations pursuant to this National Association for Home Care & Hospice Private Duty Home Care Certification Logo License 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 National Association for Home Care & Hospice Private Duty Home Care Certified Agency location.

If Licensee fails to comply with the terms and conditions of this Agreement, the National Association for Home Care & Hospice 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 and all printed and electronic materials that the National Association for Home Care & Hospice 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 trade-mark owned solely by the National Association for Home Care & Hospice and is the valuable and proprietary property of the National Association for Home Care & Hospice and that any breach of the terms of this Agreement shall be such that the National Association for Home Care & Hospice cannot be adequately compensated by monetary damages. Thus, the parties agree that the National Association for Home Care & Hospice may pursue injunctive relief to restrain or stop any misuse or intended misuse of the Logo.

In addition, the National Association for Home Care & Hospice 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 National Association for Home Care & Hospice 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.


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 National Association for Home Care & Hospice’s prior written consent.

10. Indemnification.

To the extent permitted by law, each party agrees to protect, indemnify, defend and hold harmless the other party and their respective owners, managers, partners, subsidiaries, affiliates and each of their respective employees, agents, and independent contractors against all third party claims, losses or damages to persons or property, governmental charges or fines, penalties and costs (including reasonable attorney’s fees) (collectively, “Claims”), arising out of the negligence, gross negligence or willful misconduct of the other party in connection with the use or provision of each party’s services and supports subject to this Agreement. Nothing contained herein shall require an indemnifying party to indemnify any indemnified party for that portion of any Claim arising out of the negligence, gross negligence or willful misconduct of the indemnified party. To the fullest extent permitted by law, the parties agree that a comparative negligence standard will apply to any Claims and each party will be responsible for paying for the portion of the total Claims attributable to its fault. In the event of a settlement of any Claim, expenses will be allocated proportionately based upon the amount paid by each party. This section shall not waive any statutory limitations of liability available to either party. This section shall survive any termination or expiration of this Contract.

11. Attorneys’ Fees.

Licensee agrees to pay any and all attorney’s fees incurred by the National Association for Home Care & Hospice parties, contractors, agents, representatives and employees of Licensee in enforcement of and in relation to this Agreement. 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.

12. 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.

13. 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.
This Agreement shall be governed by and shall be construed and enforced in accordance with, the law of the District of Columbia (the “District”), without regard to its law relating to the conflicts of laws. This Agreement shall be deemed to have been entered into in the District regardless of whether Licensee performs services within or outside said State.

15. 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.

The rights and remedies of the National Association for Home Care & Hospice and the restrictions and limitations on the use of the Logo shall survive the expiration or termination of this Agreement.

National Association for Home Care & Hospice—Private Duty Home Care Certification

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

LICENSEE:

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME</td>
<td>TITLE</td>
</tr>
<tr>
<td>COMPANY</td>
<td></td>
</tr>
<tr>
<td>ADDRESS</td>
<td>CITY</td>
</tr>
</tbody>
</table>

National Association for Home Care & Hospice (NAHC).

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME</td>
<td>TITLE</td>
</tr>
</tbody>
</table>