



## In-Home Care Services

### Purchase of Services Conditions of Participation

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**Condition 1. Agency Structure**

The Provider must be a legally organized business or service agency that has operated in the Central Ohio community **for at least one (1) year** at the time of application.

**Condition 2. Physical Facility**

The Provider must maintain a physical facility from which to conduct business and deliver services.

**Condition 3. Administrative Policies**

The Provider must have written procedures for the operation of the business and the provision of services.

**Condition 4. Personnel Policies**

The Provider must maintain written personnel policies that support lawful personnel practices.

**Condition 5. Service Delivery**

The Provider must deliver services in compliance with service specification(s) and in accordance with the plan designed and authorized by **SourcePoint**.

**Condition 6. Compliance**

The Provider must comply with all contractual requirements, **SourcePoint's** Provider Policies and Procedures, these Conditions of Participation, applicable service specification(s), and **SourcePoint's** monitoring and reporting requirements. The Provider must permit **SourcePoint** representatives full access to the Provider's facilities and documentation during any on-site reviews to ensure compliance.

**Condition 7. Billing**

The Provider must submit billing by completing unit entry in the **SourcePoint** case management system on a monthly basis. Requests for payment must be submitted no later than the 8<sup>th</sup> day of the month following the service month, unless otherwise agreed upon by **SourcePoint**.

**Condition 8. Computer Requirements**

The Provider must have adequate computer hardware and software to be able to access and utilize the **SourcePoint** case management system, unless an alternative arrangement has been approved by **SourcePoint**.

**Condition 9. Partnership Expectations**

To ensure a commitment to a coordinated and integrated system of care, the Provider agrees to promote their partnership with **SourcePoint**.

**PLEASE NOTE: *It is recognized that these general conditions may, in some circumstances, not be appropriate for all service settings. Specific conditions may also not be feasible in certain situations for certain Providers. SourcePoint may waive specific conditions where it is demonstrated to SourcePoint's satisfaction that the condition is not appropriate, or where SourcePoint determines that strict enforcement of a condition would so limit the availability of service that a hardship for clients would be created.***

## CONDITION 1.0: AGENCY STRUCTURE

**The Provider must be a lawfully organized and existing business or service agency operating with a minimum of one (1) year of continuous operation in the Central Ohio community *prior to the time of application*.**

### **Required Elements:**

- 1.1 The Provider must provide disclosure of ownership and promptly provide written notice of any change in ownership. The Provider must submit a written statement defining Provider's purpose.
- 1.2 The Provider must have articles of incorporation/organization and code of regulations, bylaws, or operating agreement effective *at least one year prior to the date of application*. Amendments within the prior one year are permitted. Any subsequent amendments to these documents must be provided to **SourcePoint** promptly.
- 1.3 The Provider must submit a current Certificate of Good Standing from the Secretary of State. Any change in this status must be reported to **SourcePoint** in writing promptly.
- 1.4 The Provider must provide a written table of organization that clearly identifies lines of administrative, advisory, contractual and supervisory authority and responsibility to the direct care level and promptly provide an amended or supplemental table of organization if changes occur.
- 1.5 The Provider must operate in compliance with all applicable federal, state or local laws and regulations.
  - 1.5.1 The Provider must provide a written statement certifying compliance with all applicable federal and state wage and hour laws and state workers' compensation laws.  
*(Exemption: self-employed providers without any employees.)*
  - 1.5.2 The Provider must maintain and submit a written policy certifying compliance with non-discrimination laws in service delivery in accordance with the Americans with Disabilities Act (ADA) and in employment in accordance with all applicable Federal, state and local laws.
  - 1.5.3 If considered a HIPAA Covered Entity, the Provider must have a written policy regarding compliance with Health Insurance Portability and Accountability Act (HIPAA). If not considered a Covered Entity, the Provider must sign a Business Associate's Agreement with **SourcePoint** and comply with all HIPAA privacy and security rules.
  - 1.5.4 The Provider must submit a completed IRS Form W-9 (Request for Taxpayer Identification Number and Certification).
- 1.6 The Provider must promptly provide a copy of any notice from any governmental agency or authority of violation or alleged violation by the Provider of any federal, state or local law or regulations.

## CONDITION 2.0: PHYSICAL FACILITY

**The Provider must maintain a physical facility from which to conduct business and deliver services.**

### **Required Elements:**

- 2.1 The Provider must have a telephone and computer equipment that meets the requirements outlined in Condition 8.0 to receive referrals for service.
- 2.1.1 An employee must be available to receive telephone referrals between 9:00 a.m. and 4:00 p.m., Monday through Friday.
- 2.1.2 The Provider must supply **SourcePoint** with an alternate telephone number for administrative use in emergencies if the primary line is unavailable.
- 2.1.3 A secure voicemail system must be in place, and be monitored regularly, updated as necessary, and cleared to maintain functionality and privacy.
- 2.2 The Provider must maintain a locked storage space for all hard-copy client records for a minimum of **six (6) years**, in accordance with HIPAA requirements, unless a longer retention period is requested or is required by applicable federal, state or local laws or regulations. Electronic records must be maintained in a HIPAA-compliant system and retained for a **minimum of six (6) years**.

## CONDITION 3.0: ADMINISTRATIVE POLICIES

**The Provider must maintain written procedures for the operation of the business and the provision of services.**

### Required Elements:

- 3.1 The Provider must have a system to document services delivered and billed.
- 3.2 The Provider must submit evidence of insurance coverage for one year prior to the date of application. Throughout the term of the Agreement, the Provider must maintain a comprehensive insurance program affording, at a minimum, the coverage indicated below:
- 3.2.1 Comprehensive Public General Liability: \$1,000,000 single limit occurrence, including coverage for personal injury and property damage.
- 3.2.2 Automobile Liability: \$1,000,000 single limit occurrence including owned, hired and non-owned motor vehicles providing coverage for damages because of bodily injury or property damage arising out of the ownership, operation, maintenance or use of a motor vehicle.
- 3.2.2 (a) Personal automobile insurance coverage is sufficient for sole proprietors with no employees.
- 3.2.3 Employee Dishonesty: minimum coverage of \$25,000, which may be satisfied by inclusion within the Comprehensive Public General Liability policy, by a separate Employee Dishonesty Policy or rider or a bond issued by a bonding or surety company.
- 3.2.3 (a) Any variation of the above insurance requirements must be pre-approved by **SourcePoint**, with written documentation of the waiver.
- 3.3 **SourcePoint** must be listed as an additional insured on the required liability insurance policies.
- 3.3.1 The following language and extensions shall be included in the Provider's required liability insurance policies: "**SourcePoint** is an additional insured with respect to work and/or services performed by the named insured as required by written contract or agreement. All

insurance shall be primary and non-contributory with any insurance carried by the Additional Insureds. This includes a Waiver of Subrogation in favor of the additional insured. 30-day notice of cancellation applies.”

- 3.4 The Provider shall provide certificates of insurance demonstrating compliance at all times with Sections 3.2.1, 3.2.2, 3.2.3, 3.3 and 3.3.1.
- 3.5 The Provider must maintain and provide to clients a written procedure outlining how to file a liability claim against the Provider’s insurance policies.
- 3.6 As required by In-Home Care’s Incident Reporting Policy, the Provider must have a written procedure for reporting and documenting all critical incidents and must follow notification requirements as outlined in the policy.
  - 3.6.1. In the event the investigation and documentation take longer than 5 business days, the Provider shall update the care consultant and Provider Relations Specialist on the status of obtaining the necessary investigation and documentation and provide a deadline for when it will be submitted.
- 3.7 The Provider must maintain a file for each client that includes current Referral Information:
  - 3.7.1 Client name, address, and telephone number
  - 3.7.2 Client date of birth and gender
  - 3.7.3 Contact person's name/telephone number
  - 3.7.4 Name and phone number of **SourcePoint** Care Consultant
  - 3.7.5 Client’s functional limitations relevant to service(s) authorized
- 3.8 The Provider must maintain signed and dated documentation of each client contact within the client record or on a separate designated log and stored in a locked cabinet or drawer.
  - 3.8.1 Client contact may be maintained electronically if system requires user authentication for access and complies with HIPAA security requirements (see COP 2.2).
- 3.9 The Provider must obtain written consent from the client prior to the release of any client specific information to sources outside the **SourcePoint** Care System. The Provider must have a written policy regarding confidentiality and inform its employees or other services providers of such policy.
- 3.10 The Provider must retain all records pertaining to **SourcePoint** service delivery until an audit is completed, the initiation of which audit may be up to four (4) years after the provision of services.
- 3.11 The Provider must have a written grievance procedure for addressing client complaints and must inform clients of their right to file a grievance. The Provider must supply the client the name and phone number of the Provider's contact person who is responsible for addressing grievances and inform them that they may also contact their Care Consultant.
  - 3.11.1 The Provider will make every effort to resolve each complaint through its established policy.

3.11.2 The Provider will notify the Care Consultant of unresolved complaints and multiple complaints of the same nature and/or involving the same client.

3.11.3 The Provider shall participate with **SourcePoint** staff in problem resolution of client or Provider staff incidents, grievances, or complaints.

3.12 The Provider shall have a written Emergency Preparedness Policy that addresses both clients and personnel including the following elements:

3.12.1 Written chain of command with 24-hour contact information, including phone numbers and e-mail addresses

3.12.2 Procedures for preparing clients and personnel for emergency situations

3.12.3 Plan for communicating with personnel, clients and **SourcePoint** in the event of closures in operations

3.12.4 A backup plan for accessing systems if computers or phones are unavailable

3.12.5 A client service priority policy, as required by PCA SS #9.4 & HMK SS # 7.4

3.13 If the Provider subcontracts any services, Provider must disclose the name of the subcontractor to **SourcePoint**. **SourcePoint** reserves the right to terminate the Agreement if it is determined that the arrangement is not in the best interests of **SourcePoint**.

3.13.1 All subcontractors must comply with **SourcePoint's** record retention policies, background check policies, and HIPAA privacy and security rules.

3.14 The Provider must have a written policy and corresponding procedures for reporting incidents to the appropriate Delaware County authority for suspected animal abuse and/or neglect.

3.15 The Provider must have a policy which addresses safety concerns and/or bug infestations. The policy must contain the following elements:

3.15.1 Training for staff and new employees related to bug infestation.

3.15.2 Notification by the assigned Care Consultant or Client Services Supervisor immediately to report observed or suspected bug infestation or other safety concerns.

3.15.3 Conditions for suspending services and criteria for resuming services after a bug infestation or safety concerns have been identified.

3.15.4 Documentation of the precautions Providers are taking to reduce and/or minimize the spread of bugs to other client's homes.

## CONDITION 4.0: PERSONNEL POLICIES

**The Provider must have written personnel policies that support lawful personnel practices.**

### **Required Elements:**

- 4.1 The Provider must maintain written job descriptions or statements of job responsibilities for each position involved in the direct delivery of **SourcePoint**-contracted services. Descriptions must include applicable qualifications.
- 4.2 The Provider must have a written policy to conduct and document performance appraisals for all individuals involved in the direct delivery of **SourcePoint**-contracted services. Performance appraisal must occur at a minimum of once every 3 years.
  - 4.2.1 Appraisals for home care direct service workers must include direct, in-field supervisory observation.
  - 4.2.2 As defined by OAC 173-9-01, a direct service or care worker/position is defined as an employment position in which an employee has either one or both of the following:
    - 4.2.2 (a) in-person contact with client/client's caregivers
    - 4.2.2 (b) access to client personal property or records
- 4.3 The Provider must document orientation for each staff member prior to service delivery. Documentation must be signed and dated by the **staff member** and include the following elements:
  - 4.3.1 The Provider's purpose, policies and procedures; including, but not limited to:
    - 4.3.1(a) employee position description and expectations
    - 4.3.1(b) agency personnel policies
    - 4.3.1(c) reporting procedures and policies
    - 4.3.1 (d) organizational chart with lines of communication
    - 4.3.1 (e) **SourcePoint** Code of Ethics
    - 4.3.1 (f) **SourcePoint** Provider Policies and Procedures
- 4.4 In accordance with HIPAA, the Provider must have a written policy ensuring staff maintain client confidentiality.
- 4.5 The Provider must have a written procedure defining the process by which a staff member can register a complaint or grievance.
- 4.6 In accordance with Ohio law (ORC 5101.61), the Provider must have a written policy and corresponding procedures for reporting **suspected** incidents of abuse, neglect, and exploitation of an older adult.
- 4.7 The Provider must maintain compliance with **SourcePoint's** Criminal Background Check Policy (Appendix A), including maintenance of applicant log, conditional hiring requirements, and prohibited offenses (Appendix B).
- 4.8 The Provider must maintain a personnel file on every staff member (including volunteers and contract workers, when applicable) who provide direct **SourcePoint**-contracted service or supervise those who provide direct service. These personnel files will be reviewed during the pre-certification site visit prior to providing **SourcePoint** contracted services and are subject to review at any time during the term of the Agreement. Each file must include:
  - 4.8.1 A resume or application for employment that includes work history.

- 4.8.2 Documentation of employee applicant's signed consent for verification of previous employment, training and experience.
- 4.8.3 Documentation of Provider attempts to verify employee previous employment, experience and training.
- 4.8.4 Written verification of licensure/verification and BMV license, if applicable.
- 4.8.5 A copy of the performance appraisals, completed within the last 3 years, signed by the employee
- 4.8.6 Summary of Observation home visit (as applicable)
- 4.8.7 Printed documentation or screenshot of the 6 required database checks (See Criminal Background Check Policy in Appendix A.
- 4.8.8 All initial and recheck BCII results letters and, if applicable, FBI results letters.
- 4.8.9 Date of hire
- 4.8.10 If applicable, documentation of: Ohio Certificate of Qualification for Employment **or** the written approval from **SourcePoint** allowing the employee to work with **SourcePoint** clients.

## CONDITION 5.0: SERVICE DELIVERY

**The Provider must deliver services in compliance with service specification(s) and in accordance with the plan designed and authorized by SourcePoint. Providers will make a good faith effort to accept referrals. If circumstances prohibit the ability to accept referrals, the Provider will communicate this information to the Provider Relations Specialist at least quarterly.**

### **Required Elements:**

- 5.1 The Provider must acknowledge to the Care Consultant acceptance of client referral for consideration of service within (2) two business days of the Care Consultant's request.
  - 5.1.1 Providers are not to contact **SourcePoint** client prior to award of service, or after end-date, as documented in **SourcePoint** case management system. Providers continuing to serve clients through other funding sources are exempt from this requirement.
- 5.2 The Provider must initiate services based on verbal or electronic service orders from **SourcePoint**. All verbal requests will be confirmed in writing by the Care Consultants.
- 5.3 The Provider must initiate service, evidenced by completing one direct contact or **documented attempt(s) to contact** client or designated caregiver, within **5-business days of the referral's authorization to the Provider** unless otherwise agreed to by the Care Consultant.
- 5.4 The Provider must inform the Care Consultant, through the **SourcePoint** case management system or telephone, of the actual start of service date and the client's ongoing schedule **within 2-business days of the start of service**.
- 5.5 The Provider must not increase or decrease units of client service or change the start of service or a schedule without prior approval of the Care Consultant.



- 5.6 The Provider must also notify **SourcePoint within one (1) business day** of being made aware of any of the following:
- 5.6.1 Changes in Client Status (physical, mental or emotional health or status, or death)
  - 5.6.2 Changes in Client Location (new address), telephone number, mailing address or e-mail address
  - 5.6.3 Client Admission to an Institution (Nursing home, hospital, rehabilitation center, etc.)
  - 5.6.4 Suspected or observed bug infestations.
  - 5.6.5 Suspected or observed safety concerns that could pose a health and/or safety concern to the client, staff or interfere with service delivery
  - 5.6.6 The Client's repeated refusal of services or supervisory visits (see Disenrollment Policy)
- 5.7 The Provider must make all reasonable efforts to deliver services as authorized.
- 5.7.1 In the event of a staff member absence, the Provider must make every effort to furnish a substitute to deliver the services as authorized by the Care Consultant.
  - 5.7.2 In the event services cannot be delivered as authorized, the Provider must promptly notify the Care Consultant of the following information:
    - a. Client Name
    - b. Reason service cannot be delivered
    - c. If subsequent service orders will be affected
    - d. the date when the client will receive next service,
  - 5.7.3 In the event Provider has challenges servicing a client, the Provider shall notify the Care Consultant and must participate in **SourcePoint's** Provider problem resolution process to promote continuing service delivery.
  - 5.7.4 The Provider must notify **SourcePoint** of at least 30 days prior to the planned termination of services for a client.
    - 5.7.4 (a) Exceptions include:
      - i. the individual has been hospitalized, placed in a long-term care facility, or is deceased;
      - ii. the health or safety of the individual or Provider is at serious, imminent risk (**SourcePoint** must be informed of this situation as soon as it is identified by the Provider); or
      - iii. the individual chooses to no longer receive services from the Provider

## CONDITION 6.0: COMPLIANCE

**The Provider must comply with all contractual requirements, SourcePoint's Provider Policies and Procedures, these Conditions of Participation, applicable service specification(s), and SourcePoint's monitoring and reporting requirements. The Provider must permit SourcePoint representatives' full access to the Provider's facilities and documentation during any on-site reviews to ensure compliance.**

### Required Elements:

- 6.1 The Provider must furnish documentation demonstrating that all requirements outlined in the applicable service specification(s) have been met, whether delivered directly by Provider or by a subcontractor.
- 6.2 The Provider must allow representatives of **SourcePoint** access to the Provider facility(ies) and full access to policies, procedures, records and other documents related to the provision of service to **SourcePoint** contracted clients, on an annual basis and whenever **SourcePoint**, in its sole discretion, deems such appropriate.
- 6.3 The Provider acknowledges and agrees that **SourcePoint** may take any action, including but not limited to, the termination of the Agreement or any other agreement, the imposition of sanctions or the suspension of referrals, if it is determined by **SourcePoint** or their representatives, in their sole discretion, that the Provider is not in compliance with any of these Conditions of Participation or relevant Service Specifications.
- 6.4 The Provider must not bill any **SourcePoint** client for service(s) delivered through **SourcePoint** or solicit a donation from any such client.
- 6.5 The Provider shall communicate contract concerns and/or grievances to the **SourcePoint** Provider Relations Specialist.
- 6.6 Provider shall not engage in behavior that constitutes a conflict of interest or takes advantage of or manipulates client's services resulting in an unintended advantage for personal gain that has detrimental results for the clients, client's family, or caregivers, or other Providers.

## CONDITION 7.0: BILLING

The Provider must submit billing to SourcePoint through the SourcePoint case management system, unless otherwise agreed by SourcePoint. Payments are made by SourcePoint through electronic funds transfers, unless otherwise approved. The Provider's final electronic unit entry for monthly payment is due no later than the 8<sup>th</sup> of the month following service provision. If approved to submit paper or e-mailed billing, invoices are to be received by SourcePoint no later than the 6<sup>th</sup> of the month.

### Required Elements:

- 7.1 The Provider must agree to allow **SourcePoint** to make electronic funds transfers as the method of payment for **SourcePoint** contracted services. Bank account information, including the routing and account numbers, must be submitted with the application.
- 7.2 The Provider must bill for only those units authorized and delivered which have dated documentation (signed by the client or approved representative immediately at end of service provision) for each unit of service delivered. Billing units should be entered in the **SourcePoint** case management system only after service has been provided. Payment is made on a monthly basis and will not be made for units delivered in excess of units authorized unless the **SourcePoint** Care Consultant has approved the provision of additional units. If the number of units billed is less than the monthly authorized units, no accumulation of undelivered units carried forward to the forthcoming month's authorized amount is permitted. **SourcePoint** is not liable to pay costs resulting from changes, modifications, or extra work orders without prior authorization by the **SourcePoint** Care Consultant, except for documented emergency situations.

7.2.1 If the Provider uses an electronic service verification system (ESVS) but the system does not have signature capability, the Provider must maintain hard copies of client/caregiver's signatures for each service delivery.

7.2.2 The Provider should have a written policy for verifying service delivery if the client is unable to sign for services and make this documentation available at the request of client and/or **SourcePoint** staff

- 7.3 The Provider must bill for actual units of service delivered rounded up to the nearest quarter (0.25) unit (for one-hour units). The direct service worker's time spent for travel, breaks, meal breaks or administrative activities shall not be billed to **SourcePoint**.
- 7.4 The Provider may not bill extra for services provided on holidays (this cost should be calculated into the Provider's unit cost).
- 7.4.1 Provider may follow own policy regarding service on Federal holidays. **SourcePoint** reimburses holidays at the contracted rate.
- 7.5 The Provider may bill for actual time direct service workers spend in client care conferences as authorized or requested by the Care Consultant. Instead of obtaining the client's signature on the receipt of service form, the Provider's direct care worker(s) shall obtain the Care Consultant's verbal approval prior to meeting and the Client services supervisor's signature at the time of the conference. The signed authorization may be submitted at the time of billing.
- 7.6 **SourcePoint** shall have the right to refuse payment to the Provider when requests for payment are received past the 8<sup>th</sup> of the month after which the services were provided.
- 7.6.1 To ensure payment, Providers shall promptly discuss extenuating circumstances prior to the 8<sup>th</sup> of the month which may cause a delay in billing submission with **SourcePoint's** Provider Relations Specialist.
- 7.6.2 The Provider must request approval from **SourcePoint's** Provider Relations Specialist for any billing past the 8<sup>th</sup> of month after service delivery. Approval will be considered on a case-by-case basis and is at the discretion of **SourcePoint**.
- 7.7 The Provider must identify and bill all other sources of payment including third party (payment) payors such as Medicare, Medicaid and private insurance and discuss these with Care Consultants, billing **SourcePoint** as the funder of last resort.
- 7.8 The Provider must only bill one payment source for a provided unit of service.
- 7.9 A contracted client or Care Consultant may cancel a service unit without incurring a charge by contacting the Provider before 9:00 a.m. one (1) business day prior to the scheduled day of service delivery. If the Provider is notified a service unit is to be canceled after 9:00 a.m. one (1) business day prior to the scheduled day of service delivery, the Provider may bill **SourcePoint** for a maximum of **one unit** of service regardless of the number of units ordered, including Adult Day Care Providers.
- 7.9.1 The Provider must document in the client record the person who notified the Provider of the cancellation, the time the Provider was notified, and the reason for the cancellation.
- 7.9.2 All Providers must notify the Care Consultant after each unexplained absence or inability to provide service.
- 7.10 If during the scheduled service visit the Provider's direct service worker finds the client is not at home or the client will not accept the service, the Provider may bill for a maximum of **one unit of service**. (An exception is an Adult Day Care Transportation Provider may bill for one unit of transportation, if the transportation Provider attempted to pick up the client). The Provider shall document in the client's record what attempts were made to provide the service.
- 7.10.1 All Providers must promptly notify the Care Consultant when such an event occurs.

## CONDITION 8.0: COMPUTER REQUIREMENTS

The Provider must have adequate computer hardware and software to be able to access and utilize the SourcePoint case management system. Approval must be sought and given in writing by SourcePoint for a waiver of this requirement.

### Required Elements:

- 8.1 The Provider must have computer equipment that meets or exceeds the following requirements:
  - 8.1.1 Currently supported operating systems include Windows, IOS and Android based systems
  - 8.1.2 Broadband (T1, cable or DSL) Internet connectivity
  - 8.1.3 Operating systems must be current on windows updates and patches.
  - 8.1.4 Device must have updated anti-virus and free of any viruses.
  - 8.1.5 Currently supported web browsers, for example: Google Chrome, Microsoft Edge, Firefox, Safari
- 8.2 The Provider will need to contact **SourcePoint** to request user information necessary to access the **SourcePoint** case management system. Providers are issued two (2) user licenses for the **SourcePoint** case management computer system. To request additional licenses, please contact Provider Relations Specialist.
- 8.3 Every user of the **SourcePoint** case management system must have a unique username and password provided by **SourcePoint**. **The sharing of usernames and passwords is prohibited by HIPAA Security Requirements.**
- 8.4 The Provider must participate in any required training to assure proper utilization and understanding of the system. The Provider is responsible for training their new users, with telephone and/or remote support provided by **SourcePoint**.
- 8.5 The Provider will regularly **monitor the SourcePoint case management system**. The **SourcePoint case management system** will be used to respond to request for services, notification of client's services and communication via e-mail, the e-mail capability built into the **SourcePoint case management system**.
- 8.6 The Provider shall notify **SourcePoint's** Provider Relations Specialist immediately if unable, for any reason, to access the **SourcePoint case management system** to enable **SourcePoint** to identify and respond to problems efficiently and effectively.
- 8.7 The Computer Requirements may be updated if deemed applicable by **SourcePoint** and the Provider is required to comply with such updated computer requirements.
- 8.8 The Provider will notify **SourcePoint's** Provider Relations Specialist immediately upon recognition that a breach or virus has been detected in the Provider's computer network.

## CONDITION 9.0: PARTNERSHIP EXPECTATIONS

To ensure a commitment to a coordinated and integrated system of care, the Provider agrees to promote their partnership with SourcePoint.

### Required Elements:

- 9.1 The Provider shall add **SourcePoint's** logo and the statement, "We are a proud service provider for **SourcePoint**," to all available promotional media, including the following:

- 9.1.1 Printed materials, such as stationery, brochures and fliers
- 9.1.2 Marketing and outreach materials, such as advertisements and commercials
- 9.1.3 Electronic media, such as web site(s). **SourcePoint's** logo on the Provider's website(s) must be linked to URL: **www.mysourcepoint.org**
  - a. Any exceptions must be reviewed and approved by **SourcePoint**.

**9.2 The Provider agrees to send designated staff to provider meetings sponsored by SourcePoint.**



## APPENDIX A

### Criminal Background Check Policy

SourcePoint requires all contracted Providers to conduct a criminal background check through the Bureau of Criminal Investigation (BCI) for all personnel who provide services to older adults or have access to client information. Providers must use one of the approved reason codes listed in this policy when submitting BCI background checks.

#### Purpose

1. To ensure full compliance with state laws.
2. To ensure the safety of **In-Home Care Services** clients.
3. To eliminate or minimize legal and financial liability risks.

#### Procedures

1. Prior to or concurrently with submitting a fingerprint check, the provider agency must review the applicant's status in the following 6 databases to screen for prohibited offenses. The agency must confirm the applicant does not have a disqualifying offense and maintain results in the employee's personnel record.

SAM	The U.S. General Services administration's system for award management	<a href="http://www.sam.gov">www.sam.gov</a>
OIG	The office of inspector general of the U.S. dept. of health and human services' list of excluded individuals	<a href="https://oig.hhs.gov/exclusions/">https://oig.hhs.gov/exclusions/</a>
Abuser Registry	Department of developmental disabilities' online abuser registry that lists people cited for abuse, neglect, or misappropriation	<a href="http://its.prodapps.dodd.ohio.gov/ABR_Default.aspx">its.prodapps.dodd.ohio.gov/ABR_Default.aspx</a>
Sex-Offender Search	Ohio attorney general's sex offender and child-victim offender database	<a href="http://www.icrimewatch.net/index.php?AgencyID=55149&amp;disc=">www.icrimewatch.net/index.php?AgencyID=55149&amp;disc=</a>
Offender Search	The department of rehabilitation and correction's database of inmates	<a href="https://appgateway.drc.ohio.gov/OffenderSearch">https://appgateway.drc.ohio.gov/OffenderSearch</a>
Nurse-Aide Registry	Department of Health's state nurse aide registry. If applicant has not been resident of Ohio for 5 years, agency must conduct nurse-aid registry in state(s) in which applicant resided prior to Ohio	<a href="https://nurseaidregistry.odh.ohio.gov/Public/PublicNurseAideSearch">https://nurseaidregistry.odh.ohio.gov/Public/PublicNurseAideSearch</a>

- a. For assistance in using the free databases, visit the rules page of the Ohio Department of Aging's website, <https://codes.ohio.gov/ohio-administrative-code/rule-173-9-03>
3. Providers utilizing the Automated Registry Check System (ARCS) may use this system to conduct database checks. Results must be maintained in the employee's personnel record.
  4. Bureau of Criminal Identification and Investigations (BCII) form to be conducted using Reason Code 173.38, 173.27, 3701.881, 5123.081, or 5123.169 also approved by the Ohio Department of Aging on all employees **prior to providing care to a SourcePoint client and/or having access to a SourcePoint client's protected information** (including volunteers and contract workers who provide direct service or supervision of direct service staff) and every 5 years, thereafter.

- a. If the individual has not lived in the State of Ohio for at least 5 years prior to providing **SourcePoint** contracted services, there must be an FBI background check BCII check.
  - b. Providers enrolled in the Retained Applicant Fingerprint Database (Rapback) service may use this service in place of completing BCII checks every 5 years. Any updated information obtained through Rapback must be maintained in the employee's personnel record.
5. Provider agency may conditionally hire an applicant for up to 60-days while waiting for results of criminal records (BCII or FBI check), provided that the 6 database checks have been completed, the results have been reviewed and documented, and no disqualifying offenses—per the **SourcePoint** Prohibited Offenses (Appendix B)—are identified.
6. **SourcePoint** Provider agencies shall maintain an applicant log separate from the personnel record which contains the following information:
- a. Names of applicants
  - b. Date of Hire
  - c. The date the criminal records check was submitted
  - d. The types of criminal records checks requested (BCII, FBI or both)
  - e. Whether the results of the check revealed that the applicant committed a disqualifying offense(s); identify the offense(s) and the dates that they were committed.
  - f. Whether the applicant was conditionally hired, hired and/or terminated
7. A **SourcePoint** representative shall review these logs upon making the initial and annual site evaluations.
8. Provider agencies shall complete BCII checks every 5 years on direct service employee staff. A direct service position is defined as outlined in COP #4.2.2

**OR**

Providers enrolled in the Retained Applicant Fingerprint Database (Rapback) service may use this service in place of completing BCII checks every 5 years.

9. Updated results of BCII checks or the Rapback service must be maintained in the employee's personnel record. A **SourcePoint** representative may review this information upon making the initial and annual site evaluations, as outlined in COP #4.8
10. No staff member who is found to have committed any criminal act as outlined in the "Prohibited Offenses" form shall provide services to any **SourcePoint** client, unless:
- a. **SourcePoint** has provided a written waiver to this requirement and the written waiver is maintained in the employee's personnel file

**OR**

- b. An Ohio Certificate of Qualification for Employment is received; proof of a copy being provided to **SourcePoint** is retained along with a copy of the certificate in the employee's personnel file.
  - i. More information about the Ohio Certification of Qualification for Employment can be found at the Ohio Department of Rehabilitation and Correction website, <https://drc.ohio.gov/cqe>



## APPENDIX B

### Prohibited Offenses from BCII & FBI

As cited in **SourcePoint's Criminal Background Check Policy**, 6-database checks as well as a Bureau of Criminal Identification and Investigations are to be completed on all employees. No agency shall employ a person in a position that involves providing direct care to an older adult or supervising staff who provide direct care and/or has access to one or more client personal property or records if the person has been convicted of or pleaded guilty to a violation of any of the following sections of the Ohio Revised Code (or crimes considered equivalent) unless **SourcePoint** provides a written waiver to this requirement and / or an Ohio Certification of Qualification for Employment is obtained and a copy is provided to **SourcePoint**.

#### Please note that this list differs from PASSPORT and the Ohio Department of Aging

1. 2903.01 Aggravated murder
2. 2903.02 Murder
3. 2903.03 Voluntary manslaughter
4. 2903.04 Involuntary manslaughter
5. 2903.11 Felonious assault
6. 2903.15 Permitting child abuse
7. 2903.12 Aggravated assault
8. 2903.16 (Knowingly or recklessly) failing to provide for a functionally Impaired Person
9. 2903.21 Aggravated menacing
10. 2903.34 Patient abuse, gross patient abuse or patient neglect
11. 2903.341 Patient endangerment
12. 2905.03 Unlawful Restrain
13. 2905.01 Kidnapping
14. 2905.02 Abduction
15. 2905.32 Trafficking in persons
16. 2905.11 Extortion
17. 2907.02 Rape
18. 2907.03 Sexual battery
19. 2907.04 Unlawful sexual conduct with a minor



20. 2907.05 Gross sexual imposition
21. 2907.06 Sexual imposition
22. 2907.07 Importuning
23. 2907.08 Voyeurism
24. 2907.21 Compelling prostitution
25. 2907.31 Disseminating matter harmful to juveniles
26. 2907.32 Pandering obscenity
27. 2907.321 Pandering obscenity to a minor or impaired person
28. 2907.322 Pandering sexually oriented matter involving minor or impaired person
29. 2907.323 Illegal use of minor or impaired person in nudity oriented material or performance
30. 2909.02 Aggravated Arson
31. 2909.22: Soliciting or providing support for an act of terrorism
32. 2909.23 Making terroristic threats
33. 2909.24 Terrorism
34. 2911.01 Aggravated robbery
35. 2911.11 Aggravated burglary
36. 2913.40 Medicaid fraud
37. 2913.47 Insurance fraud
38. 2913.49 Identity Fraud
39. 2919.25 Domestic violence
40. 2921.03 Intimidation
41. 2919.22 Endangering children
42. 2923.161 Improperly handling of firearms in habitation school safety zone, or with the intent to cause harm or panic to persons in a school, in a school building, or at a school function or the evacuation of a school function
43. 3716.11 Placing harmful or hazardous objects in food or confection
44. 2903.13 Assault
45. 2903.211 Menacing by Stalking
46. 2903.041 Reckless Homicide

47. 2905.12 Coercion
48. 2907.22 Promoting prostitution
49. 2909.03 Arson
50. 2911.02 Robbery
51. 2911.12 Burglary; trespass in a habitation when a person is present or likely to be present
52. 2921.05 Retaliation
53. 2921.36 Illegal conveyance of weapons, drugs, intoxicating liquor, or a communications device on to the grounds of specified government facility, illegal conveyance of cash onto the grounds of a detention facility
54. 2923.12 Carrying concealed weapons
55. 2923.122 Illegal conveyance or possession of a deadly weapon or dangerous ordnance in school safety zone, illegal possession of an object indistinguishable from a firearm in a school safety zone
56. 2923.123: illegal conveyance, possession or control of deadly weapon or ordnance into a courthouse.
57. 2923.42 Participating in criminal gang
58. 2925.02 Corrupting another with drugs
59. 2925.03 Aggravated trafficking in drugs, trafficking in drugs, trafficking in marihuana, trafficking in cocaine, trafficking in LSD, trafficking in heroin, trafficking in hashish, trafficking in a controlled substance analog, trafficking in a fentanyl-related compound
60. 2923.161 Improperly discharging a firearm at or into a habitation, a school safety zone, or with the intent to cause harm or panic to persons in a school, in a school building, or at a school function or the evacuation of a school function
61. 2923.162: Discharge of firearm on or near prohibited premises
62. 2925.04: Illegal manufacture of drugs, illegal cultivation of marijuana
63. 2925.041: Illegal assembly or possession of chemicals for the manufacture of drugs
64. 2927.12 Ethnic Intimidation
65. 959.13 Cruelty to animals
66. 2907.09 Public indecency
67. 2911.13 Breaking and entering
68. 2913.02 Theft
69. 2913.03 Unauthorized use of vehicle
70. 2913.05: Telecommunications fraud

71. 2913.21 Misuse of credit cards
72. 2913.31 Forging ID cards or selling/distributing forged ID cards
73. 2917.01 Inciting to violence
74. 2921.35 Aiding escape or resistance to lawful authority
75. 2923.13 Having weapons while under disability
76. 2925.05 Aggravated funding of drug or marijuana trafficking, drug or marijuana trafficking
77. 2907.24 Soliciting, engaging in solicitation after a positive HIV test
78. 2907.25 Prostitution, engaging in prostitution after a positive HIV test
79. 2907.311 Displaying matter harmful to juveniles
80. 2913.04 Unauthorized use of property; unauthorized use of computer, cable, or telecommunication property; unauthorized use of the law enforcement automated database system; unauthorized use of the Ohio law enforcement gateway
81. 2913.11 Passing bad checks
82. 2913.43 Securing writings by deception
83. 2913.51 Receiving stolen property
84. 2925.11 Aggravated possession of drugs, possession of drugs, possession of cocaine, possession of LSD, possession of heroin, possession of hashish, possession of a controlled substance analog, possession of marijuana, possession of a fentanyl-related compound
85. 2925.13 Permitting drug abuse
86. 2925.22 Deception to obtain a dangerous drug
87. 2925.23 Illegal processing of drug documents
88. 2913.46 Illegal use of SNAP or WIC program benefits
89. A violation of an existing or former municipal ordinance or law of this state, any other state, or the United States that is substantially equivalent to any of the offenses or violations described in sections 1 to 89 of this rule.