



Home Repair, Modification, Maintenance, Chore and Extermination 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 area **for at least one (1) year** at the time of application.

Condition 2. Physical Facility

The Provider must have a physical facility from which to conduct business and provide its 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 have 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, these Conditions of Participation, and relevant service specification(s), monitoring and reporting requirements established by **SourcePoint**.

Condition 7. Billing

The Provider must submit **paper or e-mailed billings** on a monthly basis, with Provider's request for payment on or by the 6th of the month after service was provided.

Condition 8. 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. AGENCY STRUCTURE

The Provider must be a lawfully organized and existing business or service agency operating in the Central Ohio area at *least one year prior to the time of application*.

Required Elements:

- 1.1 The Provider must provide disclosure of ownership, and promptly provide notice of any change in ownership, and provide a written statement defining Provider's purpose.
- 1.2 The Provider must have articles of incorporation/organization effective *at least one year prior to the date of application*.
- 1.3 The Provider must provide a Certificate of Good Standing from the Secretary of State and provide immediate written notification of any change of Provider's status from that of "good standing" unless self-employed.
- 1.4 The Provider must operate in compliance with all applicable Federal, State or Local laws.
 - 1.4.1 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.)
 - 1.4.2 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.
 - 1.4.3 The Provider must sign a Business Associate's Agreement with **SourcePoint** which will be provided with the Letter of Understanding. Providers are expected to comply with all HIPAA privacy and security rules.
 - 1.4.4 The Provider must submit a completed IRS Form W-9 (Request for Taxpayer Identification Number and Certification).
- 1.5 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. 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 to receive referrals for service, and an employee available to take telephone, e-mailed, or faxed referrals between 9:00 a.m. and 4:00 p.m., Monday thru Friday.
- 2.2 The Provider must designate and utilize a locked storage space for the maintenance of all hard-copy client records for a minimum of six (6) years, in accordance with HIPPA requirements, unless retention for a particular type of record for specific client(s) is required by an applicable Federal, state or local law or regulation. Electronic records must be HIPAA compliant and retained for a minimum of **six (6) years**.

CONDITION 3. 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 shall submit evidence of business insurance coverage **and provide certificates of insurance to demonstrate compliance that** throughout the term of the Letter of Understanding, the Provider shall obtain and 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 Employee Dishonesty: coverage of not less than \$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 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.
 - 3.2.3 (a) Personal automobile insurance coverage is sufficient for a Provider that is a Sole Proprietor with no employees.

- 3.3 **SourcePoint** must be listed as an additional insured on the required liability insurance policies.
- 3.3 (a) 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 (a).
- 3.5 The Provider must have a written procedure, to be provided to clients served through this agreement, which provides instruction on how to file a grievance or complaint and how to file a liability claim against the Provider's insurance. The procedure must list the Provider's contact person and phone number.
- 3.6 As required by In-Home Care's Incident Reporting Policy, the Provider must notify the **SourcePoint** Care Consultant within 24 hours of any critical incidents and document the notification on either the Provider's or **SourcePoint** Incident Report Form, and provide a copy of such form to the **SourcePoint** Care Consultant within 5 business days.
- 3.6.1 In the event investigation and documentation takes 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 documentation will be submitted.
- 3.7 The Provider must obtain written approval from the client prior to any release of client specific information to sources outside **SourcePoint** Care System. The Provider must have a written policy regarding confidentiality and inform its employees or other service Providers of such policy.
- 3.8 The Provider must retain all records related to services provided to clients through this agreement until an audit is completed for up to four (4) years after the date of payment for the service.
- 3.9 The Provider shall participate with **SourcePoint** staff in problem resolution of client or Provider staff incidents, grievances, or complaints.
- 4.0 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.

CONDITION 4. PERSONNEL POLICIES

The Provider must have written personnel policies that support lawful personnel practices, with the exception of self-employed with no employees.

Required Elements:

- 4.1 The Provider must have a written policy to assure that all client information remains confidential.
- 4.2 The Provider must have a written procedure defining the process by which a staff member can register a complaint or grievance.
- 4.3 In accordance with Ohio law (ORC 5101.61), the Provider must have a written policy and corresponding procedures for reporting incidents of abuse, neglect, and exploitation of an older adult.
- 4.4 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).
- 4.5 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 such 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 Letter of Understanding. Each file should include:
 - 4.5.1 Results of 6 database checks as outlined in **SourcePoint** Background Check policy
 - 4.5.1 (a) Providers utilizing the Automated Registry Check System (ARCS) may use this system to conduct database checks. Results must be maintained in employee's personnel record.
 - 4.5.1 (b) Printed documentation or screenshot of the 6 required database checks (See Criminal Background Check Policy in Appendix A
 - 4.5.1.(c) All initial and recheck BCII results letters and, if applicable, FBI results letter.
 - 4.5.2: If applicable: Ohio Certificate of Qualification for Employment **or** the written approval from **SourcePoint** allowing the employee to work with **SourcePoint** clients.
 - 4.5.3 The Provider must maintain documentation, signed and dated by the employee's supervisor or a company manager/owner, for any individual that serves a **SourcePoint** client, of the following items:
 - 4.5.3(a) Provider policies and procedures, including Confidentiality Policy; and Abuse, Neglect and Exploitation of an Older Adult

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.

Required Elements:

- 5.1 The Provider will respond to the Care Consultant's request with 5 days of the Care Consultant's initial contact.
- 5.2 **SourcePoint** Providers shall not initiate service unless **SourcePoint** staff has approved Provider's written, itemized estimate. Any verbal approvals will be confirmed in writing by **SourcePoint** staff. Written approval may be sent to Provider electronically or via fax.
- 5.3 The Provider may not increase the service cost of a client's approved service without prior approval of **SourcePoint** staff.
- 5.4 The Provider must make all reasonable efforts to deliver services as authorized.
 - 5.4.1 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 **SourcePoint** staff.
 - 5.4.2 In the event services cannot be delivered as authorized, the Provider must promptly notify **SourcePoint** staff of the following information:
 - a. Client Name
 - b. Reason service cannot be delivered
 - c. If subsequent service orders will be affected.
 - 5.4.3 In situations of potential client and/or Provider staff jeopardy, the Provider must participate in **SourcePoint** Provider problem resolution to promote continuing service delivery.
 - 5.4.4 If Provider uses a subcontractor, Provider assures subcontractor meets 4.5. requirements.
 - 5.4.5 If Provider uses a subcontractor, Provider assures subcontractor carries and maintains current liability insurance coverage which is customary in the industry or is required by law, whichever is the greater standard.

CONDITION 6. COMPLIANCE

The Provider must comply with all contractual requirements, these Conditions of Participation, and relevant service specification(s) and monitoring and reporting requirements established by SourcePoint

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 Facilities and full access to policies, procedures, records and other documents related to the provision of services covered by the agreement as requested by **SourcePoint**.
- 6.3 The Provider acknowledges and agrees that **SourcePoint** may take any action, including but not limited to, the termination of the Letter of Understanding 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 **SourcePoint** reserves the right to temporarily suspend or permanently terminate a Provider's participation in the program for failure to comply with our conditions, specifications, policies and procedures.
- 6.6 The Provider shall communicate contract concerns and/or grievances to the **SourcePoint** Provider Relations Specialist.
- 6.7 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. BILLING

The Provider must submit an invoice for services to SourcePoint by the 6th of the month after service delivery. Payments are made by SourcePoint through electronic funds transfers, unless otherwise approved by SourcePoint.

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, is to 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*) for each unit of service delivered. **SourcePoint** is not liable to pay costs arising from changes, modifications or extra work orders without prior authorization by **SourcePoint** staff.

***NOTE:** In the event a client is physically or mentally unable to sign the documentation of service delivery form, the client's Power of Attorney, family member or other individual authorized by the client, may sign in the client's behalf.

- 7.3 The Provider must only bill one payment source for a provided unit of service.

- 7.4 All Providers must notify **SourcePoint** staff in the event that there is an inability to provide service.

- 7.5 **SourcePoint** shall have the right to refuse payment to the Provider when requests for payment are received past the 6th of the month after which the services were provided.

7.5.1 To ensure payment, Providers shall promptly discuss extenuating circumstances prior to the 6th of the month which may cause a delay in billing submission with **SourcePoint's** Provider Relations Specialist.

7.5.2 The Provider must request approval from **SourcePoint's** Provider Relations Specialist for any billing past the 6th of month after service delivery. Approval will be considered on a case-by-case basis and is at the discretion of **SourcePoint**.

CONDITION 8. 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

- 8.1 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:
- 8.1.1 Printed materials, such as stationery, brochures and fliers
 - 8.1.2 Marketing and outreach materials, such as advertisements and commercials
 - 8.1.3 Electronic media, such as web site(s). **SourcePoint's** logo on the Provider's website(s) must link to URL: www.MySourcePoint.org*

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

- 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.