



In-Home Care Services

Purchase of Services Conditions of Participation

Table of Contents

Condition Title	Condition	Page
Agency Structure	1.0	3
Physical Facility	2.0	4
Administrative Policies	3.0	4
Personnel Policies	4.0	6
Service Delivery	5.0	8
Compliance	6.0	9
Billing	7.0	10
Computer Requirements	8.0	11
Partnership Expectations	9.0	12

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 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, Provider Policies and Procedures, these Conditions of Participation, and relevant service specification(s), monitoring and reporting requirements established by **SourcePoint** and permit representatives of SourcePoint full access to the Provider's facility(ies) and documentation during any on site review at Provider's facility(ies) to ensure compliance.

Condition 7. Billing

The Provider shall submit billings (complete unit entry through the **SourcePoint** case management system) on a monthly basis, with Provider's request for payment (complete unit entry) due no later than the **10th** of the month following the month in which the services were provided unless otherwise agreed with **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 otherwise agreed with 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. AGENCY STRUCTURE

The Provider must be a lawfully organized and existing business or service agency operating in the Central Ohio community at *least one year prior to the time of application*, with preference given to organizations with experience in a community based case management system of care.

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 and code of regulations/ bylaws/operating agreement effective *at least one year prior to the date of application* (amendments within the prior one year are permitted) and promptly provide a copy of any amendments thereto after 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.")
- 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.
 - 1.5.1 The Provider must provide a written statement certifying compliance with Federal and state wage & hour laws & state Workers' Compensation laws. (Not applicable to self-employed without any employees)
 - 1.5.2 The provider must have a policy and provide a written statement certifying compliance with non-discrimination laws in service delivery in accordance with the Americans with Disabilities Act and in employment in accordance with all applicable Federal, state and local laws.
 - 1.5.3 The Provider must have a written policy regarding compliance with Health Insurance Portability and Accountability Act (HIPAA), if considered a Covered Entity. If not considered a Covered Entity, the Provider must sign a Business Associate's Agreement with SourcePoint (will be provided with the Letter of Understanding if approved). Providers are expected to comply with all HIPAA privacy and security rules.
 - 1.5.4 The Provider must provide a properly completed Request for Taxpayer Identification Number and Certification (IRS Form W9).
- 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. PHYSICAL FACILITY

The Provider must have a physical facility from which to conduct business and provide its services.

Required Elements:

- 2.1 The Provider must have a telephone and computer equipment that meets the requirements outlined in COP 8.0 to receive referrals for service, and an employee available to take telephone 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 four years unless retention for a particular type of record or for specific client(s) is requested or is required by an applicable Federal, state or local law or regulation. Electronic records must be HIPAA compliant and maintained for the same period of time.

CONDITION 3. ADMINISTRATIVE POLICIES

The Provider must have 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 for the required one year prior to the date of application.

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 (to be submitted with application):

- 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.
 - a. Personal automobile insurance coverage is sufficient for a provider that is a Sole Proprietor with no employees.
- 3.2.3 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.
 - a. Any variation of above insurance requirements must request waiver by SourcePoint and maintain documentation that waiver was given
- 3.3 The Provider shall add SourcePoint as an additional named insured on the required liability insurance policies.

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 to establish that at all times the Provider is in compliance with the requirements of 3.2.1, 3.2.2, 3.2.3, 3.2.4 and 3.3.
- 3.5 The Provider must have a written procedure, to be provided to clients of the Provider, which sets forth what a client needs to do to file a liability claim against the Provider’s insurance policies.
- 3.6 The Provider must have a written procedure for reporting and documenting all incidents which affect a client's physical or emotional well being.
- 3.7 The Provider must notify the **SourcePoint** Care Consultant within 24 hours of any adverse 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.**
 - 3.7.1. In the event documentation takes longer than 5 business days, the Provider shall update the care consultant on the status of obtaining the necessary documentation and provide a deadline for when documentation will be submitted as required
- 3.8 The Provider must maintain a file for each client. Each file must include the following, current, Referral Information:
 - 3.8.1 Client name, address and telephone number
 - 3.8.2 Client date of birth and sex
 - 3.8.3 Contact person's name/telephone number
 - 3.8.4 Name and phone number of **SourcePoint** Care Consultant
 - 3.8.5 Functional limitations of client relevant to service(s) authorized
- 3.9 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.
 - 3.9.1: Client contact may be maintained electronically if system requires user authentication for access and maintains HIPAA security (reference COP #2.2)
- 3.10 The Provider must obtain written approval from the client prior to any release of 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.
- 3.11 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 years after the provision of services.
- 3.12 The Provider shall have written grievance procedures for the purpose of resolving complaints by clients and shall inform clients that they have a right to file a grievance. The Provider shall give the client the name and phone number of the Provider's contact person who is responsible for addressing grievances and shall inform them that they also have a right to voice their complaint to their Care Consultant.
 - 3.12.1 The Provider will make every effort to resolve each complaint through its established policy.
 - 3.12.2 The Provider will notify the Care Consultant of unresolved complaints and multiple complaints of the same nature and/or involving the same client.

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

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

3.13.2 How agency prepares clients and personnel in the event of an Emergency

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

3.13.4 Backup plan should access be limited or blocked to computer and/or phones

3.13.5 As required by PCA SS #9.4 & HMK SS # 7.4, client service priority policy

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

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

CONDITION 4. PERSONNEL POLICIES

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

Required Elements:

4.1 The Provider must have written job descriptions or statements of job responsibilities including qualifications (as applicable to services to be provided) for each position category which is involved in the direct delivery of **SourcePoint** contracted services.

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 a minimum of every 3 years.

4.2.1 Provider must include direct, in-field, supervisory observation as a component of home care direct service worker's regularly-scheduled performance appraisal.

4.2.2 As defined by ORC 173-9-01, a direct service or care worker/position is defined as an employment position in which an employee has either one or the both of the following:

- a. in-person contact with client/client's caregivers
- b. access to client personal property or records

4.3 The Provider must obtain and maintain documentation, signed and dated by the staff member providing the orientation, which indicates an individual's completion of an orientation prior to their providing service to a contracted client, which documentation includes:

4.3.1 The Provider's purpose, policies and procedures; including, but not limited to:

- a. employee position description/expectations
- b. agency personnel policies
- c. reporting procedures and policies
- d. agency table of organization, which includes lines of communication

- e. **SourcePoint** Ethical Behaviors
- f. **SourcePoint** Provider Policies and Procedures

- 4.4 In accordance with HIPAA, the Provider must have a written policy to assure 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 incidents of abuse, neglect and exploitation of an older adult.
- 4.7 The Provider must maintain compliance with **SourcePoint's** Criminal Background Check Policy, including maintenance of applicant log and conditional hiring requirements.
- 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 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:
 - 4.8.1 A resume or application for employment that includes a 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 staff member
 - 4.8.6 Summary of Observation home visit (as applicable)
 - 4.8.7 Date of 6 database checks and results of each
 - 4.8.8 Bureau of Criminal Identification and Investigations form to be conducted using Reason Code 173.38 or 173.27, 3701.38, 3701.881, 5123.081, 5123.169, 173.381 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.
 - 4.8.9 Date of hire
 - 4.8.10 If applicable: Ohio Certificate of Qualification for Employment **or** the written approval from **SourcePoint** allowing the employee to work with **SourcePoint** clients.

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 must acknowledge to the Care Consultant acceptance of client referral for consideration of service within (2) two working 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
- 5.1.2: 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 start service within **5-working days of the providers' acceptance** of the referral 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 immediately notify the Care Consultant of the following:
- 5.5.1 Changes in Client Status (health, mental health, or death)
- 5.5.2 Changes in Client Location (new address)
- 5.5.3 Client Admission to an Institution (Nursing home, hospital, rehabilitation center, etc.)
- 5.5.4 Suspected or observed safety concerns or bug infestations
- 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.

- 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 will make reasonable efforts to give the Care Consultant notice of planned termination 10 business days prior to terminating services for a client.
- 5.8 The Provider must have a policy which addresses safety concerns and/or bug infestations. The policy must contain the following elements:
 - 5.8.1 Training for staff and new employees related to bug infestation.
 - 5.8.2 Notification by the assigned Care Consultant or Client Services Supervisor immediately to report observed or suspected bug infestation or other safety concerns.
 - 5.8.3 Conditions for suspending services and criteria for resuming services after a bug infestation or safety concern have been identified.
 - 5.8.4 Documentation of the precautions providers are taking to reduce and/or minimize the spread of bugs to other client's homes.

CONDITION 6. COMPLIANCE

The Provider must comply with all SourcePoint contractual requirements, Provider policies and procedures, these Conditions of Participation, and relevant service specification(s) and monitoring and reporting requirements established by SourcePoint and permit representatives of SourcePoint full access to the Provider's facility(ies) and documentation during any on site review at Provider's facility(ies) 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 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

CONDITION 7. 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 10th 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 8th 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, 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 or approved representative **immediately at end of service provision**) for each unit of service delivered. 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 arising from changes, modifications or extra work orders without prior authorization by the **SourcePoint** Care Consultant, except for documented emergency situations.
- 7.2.1 The Provider may utilize an electronic service verification system if the Provider has completed the electronic service delivery waiver and has been approved by **SourcePoint**
- 7.3 The Provider must bill for actual units of service delivered rounded to the nearest quarter (1/4) 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 must not bill extra for services provided on holidays (this cost should be calculated into the Provider's unit cost).
- 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 10th of the month after which the services were provided
- 7.6.1 To ensure payment, providers shall promptly discuss extenuating circumstances prior to the 10th of the month which may cause a delay in billing submission with SourcePoint's Accounting Coordinator.
- 7.6.2 The provider must request approval from **SourcePoint's** Provider Relations Specialist any billing past the 10th 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, PASSPORT 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. on the scheduled day of delivery. If the Provider is notified that a service unit is to be canceled after 9:00 a.m., or if the service is scheduled prior to 9:00 a.m. on the scheduled day of delivery, the Provider may bill **SourcePoint** for a maximum of **one-half (1/2) 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 not at home or the client will not accept the service, the Provider may bill for a maximum of **1/2 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. 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

- 8.0 The Provider must have computer equipment that meets or exceeds the following requirements:
- 8.0.1 Desktop or laptop computer with Windows 10.
8.0.1(a) Windows 7 will be accepted through December 31st, 2020
- 8.0.2 Broadband (T1, cable or DSL) Internet connectivity
- 8.0.3 Desktop or laptop computer must be current on windows updates and patches.
- 8.0.4 Desktop or laptop computer must have updated anti-virus and free of any viruses.
- 8.2 The Provider will need to contact **SourcePoint** to request user information necessary to access the SourcePoint case management system.
- 8.3 Every user of the SourcePoint case management system must have a unique user name and password provided by SourcePoint. **The sharing of user names 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 control 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** Systems Administrator 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 Systems Administrator immediately upon recognition that a breach or virus has been detected in the Provider's computer network

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.

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' logo on the Provider's website(s) must link to URL: www.mysourcepoint.org
 - a. Any exceptions must be reviewed and approved by **SourcePoint**