



# **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 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 shall submit **paper billings** on a monthly basis, with Provider's request for payment **due no later than 45 days after the service was completed.**

**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 Federal and state wage & hour laws & state Workers' Compensation laws. (Not applicable to self-employed without any employees)
  - 1.4.2 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.
  - 1.4.3 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 provide a properly completed Request for Taxpayer Identification Number and Certification (IRS Form W9).
- 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 have a physical facility from which to conduct business and provide its services.**

### **Required Elements:**

- 2.1 The Provider must have a telephone 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 for specific client(s) 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 **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 (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 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.
    - 3.2.3 (a) Personal automobile insurance coverage is sufficient for a provider that is a Sole Proprietor.
- 3.3 The Provider shall add SourcePoint as an additional named 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 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.
- 3.5 The Provider must notify the **Home Repair Specialist** within 24 hours of any adverse incidents and document the notification on either the Provider's or **SOURCEPOINT** Incident Report Form, and promptly provide a copy of such form to the Home Repair Specialist.
- 3.6 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.
- 3.7 The Provider must retain all records related to services provided to clients through this agreement until an audit is completed for up to 4 years after the date of payment for the service.

## 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 The Provider must have a written policy that all client information remains confidential.
- 4.4 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.
- 4.5 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 A resume or application for employment that includes a work history.
  - 4.5.2 Documentation of employee applicant's signed consent for verification of previous employment, training and experience.
  - 4.5.3 Documentation of Provider attempts to verify employee previous employment, experience and training.
  - 4.5.4 Written verification of licensure/verification and BMV license, if applicable.
  - 4.5.5 A copy of the performance appraisals, completed within the last 3 years, signed by the staff member
  - 4.5.6 Summary of Observation home visit (as applicable)
  - 4.5.7 Results of 6 database checks as outlined in **SourcePoint** Background Check policy
  - 4.5.8 Bureau of Criminal Identification and Investigations form to be completed on all employees **prior to employee providing independent care to a SourcePoint client** (including volunteers and

contract workers who provide direct service or supervision of direct service staff) and every 5 years, thereafter.

4.5.8 (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.

4.5.9: If applicable: Ohio Certificate of Qualification for Employment or the written approval from **SourcePoint** allowing the employee to work with **SourcePoint** clients.

4.5.10 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:

- a) Provider policies and procedures, including Confidentiality Policy; and Abuse, Neglect and Exploitation of an Older Adult
- b) **SourcePoint** Ethical Behaviors

## **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 Home Repair Specialist's request with 5 days of the Home Repair Specialist's initial contact.
- 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 SourcePoint Home Repair Specialist.
- 5.2 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 Home Repair Specialist.
- 5.3 The Provider must make all reasonable efforts to deliver services as authorized.
  - 5.3.1 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 Home Repair Specialist.
  - 5.3.2 In the event services cannot be delivered as authorized, the Provider must promptly notify the Home repair Specialist of the following information:
    - a. Client Name
    - b. Reason service cannot be delivered
    - c. If subsequent service orders will be affected.
  - 5.3.3 In situations of potential client and/or Provider staff jeopardy, the Provider must participate in **SOURCEPOINT** Provider problem resolution to promote continuing service delivery.

## **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.
- 6.2 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.
- 6.3 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 paper billing to SourcePoint by the 8<sup>th</sup> of the month. Payments are made by SourcePoint through electronic funds transfers, unless otherwise approved by SourcePoint. The Provider's final invoice is due within 45 days of the unit of service work completion.**

### **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 Home Repair Specialist.  
  
**\*NOTE:** In the event that 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 the **Home Repair Specialist** in the event that there is an inability to provide service.
- 7.5 SourcePoint reserves the right to refuse payment to Providers when requests for payment/invoices are not submitted within the required 45 days after the date that service was completed.

### **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' 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' logo on the Provider's website(s) must link to URL: [www.MySourcePoint.org](http://www.MySourcePoint.org)\*

\* Any exceptions must be reviewed and approved by SourcePoint