

# In-Home Care Services Provider Manual

## **Table of Contents**

APPEALS POLICY	2
CRIMINAL BACKGROUND CHECK POLICY	
CLIENT CONFIDENTIALITY POLICY	
CLIENT GRIEVANCE POLICY	7
SERVICE DISENROLLMENT AND DISCONTINUATION POLICY	8
MONTHLY REPORTING POLICY FOR EMERGENCY RESPONSE SYSTEMS	
HEALTH AND SAFETY POLICY	11
INCIDENT REPORTING POLICY	13
MONITORING AND EVALUATION POLICY	15
NON-DISCRIMINATION POLICY	16
PAYOR OF LAST RESORT POLICY	17
ETHICS POLICY	18
PURCHASE OF SERVICE	19
PROVIDER PAYMENT POLICY	19
PROVIDER RELATIONS POLICY	20
PROVIDER REVIEW POLICY	22
AUTHORIZATION OF TRANSPORTATION POLICY	24
SERVICE APPROVAL POLICY	26
SERVICE DENIAL POLICY	27
PROHIBITED OFFENSES FROM BCII & FBI	28
UNSAFE CLIENT LETTER	32
SAMPLE INCIDENT REPORT FORM	33
PROVIDER CODE OF ETHICS	35
PROVIDER FEEDBACK FORM	37
CLIENTS' BILL OF RIGHTS & RESPONSIBILITIES	38
SAMPLE CONFIDENTIALITY STATEMENT	41
SAMPLE CLIENT STATUS REPORT	42

## **APPEALS POLICY**

## IT IS THE POLICY OF IN-HOME CARE SERVICES THAT APPLICANTS AND CLIENTS HAVE THE RIGHT TO APPEAL DECISIONS OF DENIAL OR DISCONTINUATION OF SERVICES

## **PURPOSE**

- 1. To provide applicants or clients with the process for appealing decisions with which they disagree made by SourcePoint to deny or discontinue services.
- 2. To provide the staff of SourcePoint with a process for deciding appeals.

## **PROCEDURES**

- 1. The applicant or client will be advised of their right to appeal a decision and of the following appeal process:
  - a. The client must notify the Care Consultant of intent to appeal within 10 working days of denial or discontinuation in writing, in person or by telephone.
  - b. The Care Consultant must then notify the Client Services Supervisor of appeal within 48 hours.
  - c. The Client Services Supervisor has 5 working days to review the appeal with an Appeals Review Committee (which shall be selected on an as needed basis and will consist of the Client Services Supervisor, the assigned Care Consultant and one other In-Home Care Services staff member).
  - d. The Review Committee has 5 working days after hearing the appeal to make a final decision of a repeal or denial and advise the Care Consultant and Client Services Supervisor.
  - e. The Client Services Supervisor will notify the client of the final decision by telephone, in writing or face to face within 48 hours of the decision.
- 2. The Client Services Manager and Director of Client Services shall be notified of all appeals made for denying or discontinuing services and the final outcome of the appeals process immediately.
- 3. Existing clients may continue to receive their services during the appeals process. Once a final decision for discontinuation has been made, those services may continue for up to 30 days, while a Care Consultant attempts to secure other resources (i.e., PASSPORT).
- 4. In any situation when the Care Consultant has a strong concern that to deny or discontinue services would severely threaten impairment to a client's safety, health or well being, the Care Consultant shall report those concerns with supporting documentation to the Client Services Supervisor. Consideration will be given to making a referral to Adult Protective Services program, if appropriate.
- 5. Provided that there is evidence which supports waiving the criteria and all alternatives have been exhausted, an exception may be made to provide services. Such decisions shall be reviewed with the Client Services Manager and Director of Client Services immediately and may have certain stipulations or parameters applied.
- 6. The Director of Client Services shall keep the executive director informed of all appeals. Note: In the absence of the Director of Client Services, Director of Operations will serve in the roles indicated above.

## CRIMINAL BACKGROUND CHECK POLICY

SourcePoint mandates that all contracted providers have a Criminal Background check conducted through the Bureau of Criminal Investigations of all personnel who provide services to older adults. Further, providers must use one of the reason codes listed as per Conditions of Participation 4.8.8., Home Repair Conditions of Participation 4.4.8.

## 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 initiating a fingerprint check, the provider agency will review the applicant's status in the following 6-databases for prohibited offenses 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	Exclusions.oig.hhs.gov
Abuser Registry	Department of developmental disabilities' online abuser registry that lists people cited for abuse, neglect, or misappropriation	its.prodapps.dodd.ohio.gov/ABR_D efault.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, <a href="https://codes.ohio.gov/ohio-administrative-code/rule-173-9-03">https://codes.ohio.gov/ohio-administrative-code/rule-173-9-03</a>
- 2. 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.

- 3. Provider agency may conditionally hire an applicant for up to 60-days while waiting for results of criminal records (BCII or FBI check) as long as the 6 database checks showed no disqualifying offenses as listed in the **SourcePoint** prohibited offenses document.
- 4. **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
- 5. A **SourcePoint** representative shall review these logs upon making the initial and annual site evaluations.
- 6. 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 (Rap Back) service may use this service in place of completing BCII checks every 5 years.

- 7. Updated results of BCII checks or the Rap Back 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
- 8. 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 it maintained in the employee's personnel file

ΩR

- 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.
- More information about the Ohio Certification of Qualification for Employment can be found at the Ohio Department of Rehabilitation and Correction website: <a href="https://drc.ohio.gov/cq">https://drc.ohio.gov/cq</a>

## **CLIENT CONFIDENTIALITY POLICY**

SourcePoint staff will protect the clients Right to Privacy by holding in confidence all information obtained in the course of providing information, assistance, service and case management. Exception: Disclosure that is required by a court order law, such as adult or child abuse, neglect, exploitation, and dependency. SourcePoint implements policies and procedures to accommodate client privacy rights as required by and specified in the Privacy Rule of the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996.

#### **PURPOSE**

- 1. Confidentiality protects the clients Right to Privacy.
- 2. To ensure the protection of confidentiality of information about persons referred to and enrolled in the IN-HOME CARE SERVICES or any program of SourcePoint.
- 3. To educate staff, clients, caregivers, volunteers and significant others regarding confidentiality, the release of information, and the limits of confidentiality.

#### **PROCEDURE**

- 1. SourcePoint staff will protect the clients Right to Privacy and maintain client confidentiality by:
  - a. Obtaining written permission/informed consent from the client or legal representative for disclosure of information to other professional and agencies outside the IN-HOME CARE SERVICES network, or as permitted by the Privacy Rule of the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act.
  - b. Exercising professional discretion in releasing only the information about the client that is relevant to the problem at hand both within and outside the network.
  - c. Informing the client fully about the limits of confidentiality in a given situation, the purpose for which information is obtained, and how it may be used.
  - d. Asking the client what they would like shared with significant others.
  - e. Educating the client, legal representative, caregivers, staff, public, and significant others regarding confidentiality, the release of information, and the limits of confidentiality.
  - f. Holding interviews in private. The client should have the opportunity to be interviewed alone.
  - g. Affording clients reasonable access to records concerning them and protecting the confidences of others in the record.
  - h. Obtaining informed consent of clients before taping, recording or permitting a third party observation of their activities.
- 2. SourcePoint shall maintain a record system which includes, but is not limited to:
  - a. Policies and procedures to govern the record system and procedures for all agency staff and volunteer or contracting case management agency.

**5** | P a g e

- b. Maintaining records on the agency's or contracting agency's premise in locked storage areas.
- c. Provision for the retention and storage of client records for at least six (6) years from the date of the last service to the client, in the locked storage area.
- d. Provision for the retention and storage of all client records in the event the agency discontinues operation.
- e. All staff and volunteers shall sign a confidentiality statement.
- f. Any written document that has client information on it shall be shred, before it is discarded.
- 3. No information is to be disclosed to any other individual, group or organization that is not included within this policy without a signed release of information on file specifying that the requestor is designated as having permission to receive such. This includes, but is not limited to law enforcement, family members, neighbors, friends or other service providers.
- 4. Any request for information made by an individual, group or organization about an alleged or actual client, shall be advised that we are unable to divulge any information either confirming or denying that an individual is a client, without written or verbal consent by that person. Consent should be documented in client record.
- 5. All media representatives are to be referred to the Director of Communications & Development, for assistance, regardless of whether the individual is a client or not.
- 6. As stated in the Client Privacy Rights Policy of the HIPAA Personnel Policies and Procedures, Clients served by SourcePoint have the following rights with respect to the privacy of their health information.
  - a. to receive a paper copy of SourcePoint Notice of Privacy Practices;
  - b. to lodge complaints about SourcePoint's privacy practices;
  - c. to request restrictions on the uses and disclosures of health information;
  - d. to request to receive confidential communication;
  - e. to access their protected health information for inspection and/or copying;
  - f. to amend their health care information; and
  - g. to request an accounting of disclosures of health information.

All In-Home Care Services team members are to follow the procedures outlined. Failure to comply with this policy may result in disciplinary action up to and including termination of employment.

**6** | P a g e

## **CLIENT GRIEVANCE POLICY**

In-Home Care Services shall have a grievance procedure for any client who wishes to file a grievance pertaining to any employee or the delivery of any service for which we are responsible.

#### **PURPOSE**

- 1. Documentation of grievance shall help in follow-up for quality assurance and insurance claims.
- 2. Plans for resolution will be required.
- 3. To insure the protection of the rights of our clients.

#### **PROCEDURE**

- 1. Grievances will be referred to the supervisor of the employee or care consultant of the involved client utilizing an incident reporting form.
- 2. The *Client Services Supervisor* will begin investigation of the grievance within 48 hours and note such on the narrative.
- 3. There will be no discrimination against the client for voicing a grievance.
- 4. A plan for resolutions must be entered in the client file by the Supervisor within 1 week of notification of the grievance.
- 5. A care consultant that feels that additional information or suggested solutions are necessary will bring the case to the *Client Services Supervisor's* attention within 5 working days of notification of the grievance.
- 6. The care consultant shall notify involved parties of the outcome within 10 working days of the notification of the grievance, via the Internal Communications functions of the case management software.
- 7. The Client Services Supervisor will notify Director of Client Services. All reports will be maintained in a file by each in a locked file cabinet.
- 8. The Volunteer Program Specialist will be notified of all grievances involving a volunteer. *The Volunteer Program Specialist will notify the Recruiter for Volunteer Services who will also notify the Director of Communications and Development.* This report will be filed in a confidential envelope in the volunteer's file.
- 9. The Director of Operations should be advised of all grievances. The Director of Client Services will take appropriate action with insurance and personnel matters.
- 10. In the event that the incident warrants a client making a claim with SourcePoint's insurance company, they are to contact the Director of Operations. The name and contact information will be included in the Client Rights and Responsibilities.
- 11. In situations when the client contacts the Director of Operations directly, the Director of Operations will gather the information from the client, complete an Incident Report form and follow up with the insurance company.

Effective January 1, 2022 7 | Page

## SERVICE DISENROLLMENT AND DISCONTINUATION POLICY

SourcePoint reserves the right to discontinue an In-Home Care Services client's service(s) for any of the following reasons:

- A. Applicant refuses to pay their co-payment for services rendered;
- B. Applicant refuses to permit the Care Consultant to complete required home visits to assess the client's ongoing needs and eligibility for services and to update annual paperwork, including, but not limited to the Financial Assessment Form.
- C. Applicant demonstrates consistent *physical or verbal* abuse of service providers
- D. Applicant demonstrates frequent absences (<u>defined as 3 "no shows" within 10 business days</u>), which are NOT due to an emergency, on the dates scheduled to receive service without notification of provider or Care Consultant.
- E. Applicant becomes eligible for services via another payer source, such as Hospice, PASSPORT or other Medicaid Waiver programs or Medicare. If client refuses to apply for other payer source when thought to be eligible, all services will be discontinued with the possible exception of SourcePoint home delivered meals.
- F. Applicant's situation changes or information is obtained resulting in the client becoming ineligible for any of the reasons stated above.
- G. Enrolled client's situation improves or changes and the specific service is no longer needed.

Exceptions to the above criteria may be made in situations when a Care Consultant determines that a client's health, safety and well being may be severely impaired. The decision to invoke this exception could include, but is not limited to, situations such as an individual with severe dementia who has no support systems and guardianship has not yet been established or an individual who is quite frail and elderly with no caregiver.

#### **PURPOSE**

It is the primary goal of In-Home Care Services to provide services to Delaware county residents only who are in genuine need of such services due to functional limitations and who would not receive these services via any other organization.

## PROCEDURES FOR SERVICE DISCONTINUATION

- 1. Staff will make every attempt to develop a plan to resolve the problem with existing clients to prevent disenrollment from the program.
- 2. Staff will advise client of reason for disenrollment\_via telephone and in writing and shall send a written copy of the plan indicated in #1, a list of which services are being discontinued and a second copy of The Client's Rights and Responsibilities.
- 3. Every client who is being disenrolled for reasons A- G listed above shall be provided with a copy of the Appeals Policy.
- 4. Any client who is disenrolled, yet the Care Consultant feels that services are still needed by the client, will be provided with a list of alternative service provider agency names, services and contact information for appropriate resources to assist in meeting the identified needs. The Care Consultant may assist in the referral process at the approval of the client.

- 5. Existing clients may have individual services suspended with providers through the case management computer system due to temporary circumstances, such as moving, a hospitalization or placement in a nursing facility. If the services are suspended for three months, the client will be disenrolled from the program.
- 6. Services approved for existing clients may be discontinued individually, if the client's situation improves or changes and the client is no longer in need of or qualifies for that service.
- 7. If, at any point during this process, the original reason for the disenrollment is satisfactorily resolved, and all involved are in agreement, the client is notified and the client is not disenrolled and the process ends.

Effective January 1, 2022 9 | Page

## MONTHLY REPORTING POLICY FOR EMERGENCY RESPONSE SYSTEMS

All IN-HOME CARE SERVICES providers of Emergency Response Systems shall submit a monthly report that documents the monthly test of IN-HOME CARE SERVICES client's Emergency Response System equipment as outlined by the Service Specifications.

#### **PURPOSE**

- 1. To ensure that clients are receiving the services expected.
- 2. To ensure that equipment is in working order.
- 3. To provide a mechanism for monitoring and reporting findings from equipment tests to IN-HOME CARE SERVICES Care Consultants.

## **PROCEDURE**

- 1. Providers will conduct a test of the equipment no less than 30 days from installation and every 30 days from then on.
- 2. The Client Services Supervisor shall run a report each month of clients receiving ERS services sorted by Provider, which includes the start of service date.
- 3. Providers shall document using either the client's name or the IN-HOME CARE SERVICES assigned number and submit to the Client Services Supervisor the results of the tests on a monthly basis.
- 4. The Client Services Supervisor will review the list and compare the names with the report and document in the case notes section of the database on those clients who were scheduled to receive a test, but did not.
- 5. The Client Services Supervisor shall provide the list submitted by the Provider to the Director of Client Services with a cover memo indicating those clients who did not receive a test of their unit to be used as part of the Provider's Annual Structural Review of Compliance.
- 6. Consistent non-compliance, following the development of a plan, for improvement shall be discussed with the Executive Director of SourcePoint and may result in the temporary or permanent removal of the provider as an IN-HOME CARE SERVICES approved provider.
- 7. The Provider shall make any necessary repairs to equipment that is not in working order within two days

## **HEALTH AND SAFETY POLICY**

In-Home Care Services is committed to the creation of a client-centered system, which maximizes individual self-determination. The goals are:

- 1. To empower In-Home Care Services clients to make informed choices;
- 2. To encourage active participation in the development/implementation of their plan of care;
- 3. To target its resources to clients most in need (e.g. those faced with functional impairments, inadequate support systems, and mental health needs); and
- 4. To maximize the quality of life, health and safety of clients by providing assessment, assistance in problem solving and service interventions, in accordance with clients choice.

## **PURPOSE**

During the course of operations, In-Home Care Services staff care consultants will encounter clients whose needs are extremely complex and whose environment appears to threaten their general health and safety. It is recognized that the security of these clients could be enhanced if they were to seek a more protective environment, receive a more extensive service package and/or modify a particular set of behaviors. However, it is expected that certain clients who have the mental capacity to do so will choose not to modify their life situation and it will be difficult for In-Home Care Services to assure their health and safety. The following procedures will apply in these situations:

#### **PROCEDURES**

- 1. The Care Consultant will work with the client, Caregivers and others designated by the client, such as family, friends and neighbors, to develop an emergency plan.
- 2. The Care Consultant or Client Services Supervisor shall conduct a clinical consultation to evaluate a client's ability to: a. give informed consent; b. be aware of risks and potential consequences; and c. to be open and willing to accept those consequences, whenever there are concerns regarding the client's health and safety.
- 3. The Care Consultant or Client Services Supervisor shall evaluate the client's cognitive ability to reason, make decisions and respond to an emergency. All information shall be verified whenever possible with others (such as, other care providers, caregivers or family and friends) for accuracy of client reporting.
- 4. A review process with the Client Services Supervisor will enable the Care Consultant to obtain clinical consultation, advocate for a care plan which is appropriate to client's individual needs, even if the cost of care is above normal cost caps, and to receive interpersonal support and encouragement to respond to complex care situation within the ethical framework of the In-Home Care Services.
- 5. Care Consultants are encouraged to develop a range of creative solutions, based on sound clinical practice, to motivate clients to take personal responsibility for enhancing their own health and safety (e.g. counseling to develop realistic understandings of the risks inherent in certain life situations; acceptance of more protective alternatives; and behavioral modification contracts between the clients and Care Consultants, service providers or caregivers when applicable).

- 6. All staff activities related to the application of this policy shall be documented in the client record and those agencies involved shall be notified. Documentation shall include staff efforts to maximize the client's health and safety, and client's response to those efforts.
- 7. All clients' right to due process is protected. Refer to the Service Denial Policy.
- 8. Clients who are suspected to be victims of abuse, neglect, including self-neglect or medical neglect, or exploitation will be reported to Adult Protective Services at the Delaware County Department of Job and Family Services for further evaluation of the need for someone to assume guardianship and for subsequent follow through.
- 9. When the presence of dementia is suspected and the client is in agreement, the Care Consultant shall assist the client and/or family in scheduling an evaluation or refer to the Alzheimer's Association for direction.
- 10. In the event that the Care Consultant is unable to secure services through all providers as indicated in the plan, Care Consultant services will not be discontinued.

## INCIDENT REPORTING POLICY

In accordance with SourcePoint's Critical Incident Reporting Policy, a critical incident is defined as any occurrence that departs from the normal routine or expected outcome and poses a risk to contracted provider staff, mutual clients, or SourcePoint as an organization. Risk may be actual or perceived. Such incidents may or may not be the responsibility of the person or representative making report, but may be the person to whom the client reported the event. In-Home Care contracted partners are responsible for reporting all events as outlined in this policy,

Examples of events requiring reporting may include, but are not limited to: accident; injury; fall; medication mismanagement; theft (including allegations); medication theft (including allegations); property damage; actual or perceived threats to either provider staff or client; and/or any form of abuse, neglect, exploitation.

#### **PURPOSE**

- 1. To enhance the safety and well-being of the client.
- 2. To enhance the quality of services via communication between service providers and SourcePoint.
- 3. To provide for the opportunity to resolve identified problems.

## **PROCEDURES**

- 1. If said incident is an emergency, the provider shall follow emergency protocol as established by their agency.
- 2. Condition of Participation #3.6 requires providers to have a written policy regarding the report of a critical incident and shall follow that policy as written.
- 3. Care Consultant or Client Services Supervisor of In-Home Care Services shall be notified within 1-business day of the event. A SourcePoint Incident Reporting form or an agency's Incident Report shall be completed and uploaded to SourcePoint's case management computer system to appropriate client file. Provider shall also inform Care Consultant and the Client Services Supervisors that the report has been uploaded to client's file.
- 4. Upon notification of incident, the Care Consultant will inform and provide updates to Client Services Supervisor and Provider Relations Specialist. Provider Relations Specialist will evaluate all incidents for trends and/or areas of concern.
- 5. The Care Consultant will contact the client to advise of the report and clarify any questions regarding the event and to listen to any concerns the client may have regarding the plan for resolution.
- 6. In the event that the incident involves any abuse, neglect, or exploitation of the client, the provider agency is responsible to make a report to Adult Protective Services or the appropriate Delaware law enforcement agency, as well as make an Incident Report to the Care Consultant (refer to Abuse policy).
  - a) In such occurrences, Care Consultant shall assist in the investigative process as much as capable and will seek guidance from the Client Services Supervisor as needed.
  - b) The Care Consultant will report all such incidents to the Client Services Supervisor

- 7. In an effort to resolve or minimize problems as a result of an incident, SourcePoint, with the consent and participation of the client, will explore all options to resolve the incident including a care conference with SourcePoint staff and provider staff.
- 8. At any point during the process, and/or if problems are not resolved as above, the Director of Client Services and the Quality Assurance Administrator shall be consulted for further action, as well as other involved parties.
- 9. All Incident Reports are confidential and shall be maintained in accordance with SourcePoint's Critical Incident Policy.
- 10. Once an incident is closed, the completed incident report form shall be provided to the Quality Assurance Administrator.

## MONITORING AND EVALUATION POLICY

The Provider Relations Specialist, in conjunction with the Quality Assurance Administrator shall monitor and evaluate the services provided to THE IN-HOME CARE SERVICES CLIENTS on a regular basis.

## **Purpose**

1. To identify areas of the program and services provided requiring attention and/or correction.

## **Procedures**

- 1. Client satisfaction surveys shall be mailed by the Quality Assurance Administrator to disenrolled In-Home Care Services clients upon discharge using the brief questionnaire on the postcards.
- 2. All responses to the returned surveys shall be entered into a tracking system and analyzed quarterly by the Quality Assurance Administrator and reported to the Director of Client Services. Reports will be made available to the Board of Directors annually. Action shall be taken to improve services whenever possible.
- 3. Care Consultants will conduct face to face client satisfaction interviews using the provider survey with active clients during 6-month assessment visits. The Provider Relations Specialist will analyze and report the data annually to the Director of Client Services. Reports will be made available to the Board of Directors annually.

## NON-DISCRIMINATION POLICY

It is the policy of SourcePoint and IN-HOME CARE SERVICES to provide service to all persons without regard to race, color, religion, gender, gender expression, national origin, sexual orientation, age, disability, marital status, or military status. Individuals making application for services shall be treated in a fair and equal manner and without discrimination.

#### **PURPOSE**

- 1. To ensure that SourcePoint and IN-HOME CARE SERVICES determines eligibility and provides services in the same manner to all Clients or visitors of SourcePoint.
- 2. To ensure that SourcePoint and the IN-HOME CARE SERVICES and other persons or organizations affiliated with SourcePoint comply with Federal, State and Local non-discrimination laws.

#### **PROCEDURES**

- 1. All staff, contractual and persons otherwise affiliated with SourcePoint will conduct themselves in a manner with all client and visitors of this agency that is fair and equitable.
- 2. Any person who is of the opinion that they have been discriminated against may file a grievance with the Director of Client Services.
- 3. The Director of Client Services shall take all necessary actions to remedy the situation.
- 4. In the event that a person filing a grievance is not fully satisfied by the actions taken, they may request to file the report with the Executive Director.
- 5. If the person filing the grievance remains dissatisfied, they may request to file the report with the SourcePoint Board of Directors.

## PAYOR OF LAST RESORT POLICY

The In-Home Care Services shall be the payor of last resort.

#### **PURPOSE**

It is the intent of **IN-HOME CARE SERVICES** to insure that local dollars are utilized to provide services to clients who do not qualify for similar services funded by existing state and/or federal resources, in order to maximize the number of clients served in this community without duplication.

## **PROCEDURES**

- 1. The Care Consultant and provider are responsible, with the Care Consultant holding "primary" responsibility, to insure that clients are not eligible for other funding sources for similar services.
- 2. The Care Consultant of IN-HOME CARE SERVICES may suggest that other funding sources be pursued, based upon knowledge of the client's resources and service needs and available community resources.
- 3. Other community based case management programs, **included**, **but not limited to** PASSPORT and other Medicaid Waiver programs, Title III, Title XX, Medicare, Veterans Administration and Delaware Morrow Mental Health and Recovery Services Board tax funds shall be pursued when appropriate, prior to billing of IN-HOME CARE SERVICES.
- 4. In the event that no other funding source is available (or in the judgment of the Client Services Supervisor and Client Services Manager the services available through other funding sources are not adequate), and the client meets the criteria established for IN-HOME CARE SERVICES, IN-HOME CARE SERVICES shall then be invoiced for actual authorized services provided.
- 5. The Care Consultant of IN-HOME CARE SERVICES will refer a client to other potential social services organizations or resources, based upon knowledge of the clients resources, service needs and available community resources for individual service needs outside of the contracted Provider services (i.e. Home repair and other grant funded services, etc.).
- 6. In the event that a client who is receiving services funded by IN-HOME CARE SERVICES becomes eligible for other programs, the provider will notify IN-HOME CARE SERVICES and bill that program.
- 7. The client will be disenrolled from IN-HOME CARE SERVICES in the event that newly acquired program monies are established to meet long term needs (IE. PASSPORT) with disenrollment confirmed via telephone with Provider and documented in the case management computer system.
- 8. If a Care Consultant encounters a client reporting an inability to pay the spend down or liability amount for Medicaid, as required by PASSPORT, the Care Consultant will secure all facts, including but not limited to verification of spend down and client finances and present to the Client Services Supervisor or Client Services Manager in the absence of a Client Services Supervisor for a decision.
- 9. If a client is eligible for another funding source, but declines, all services with the exception of home delivered meals may be discontinued (please refer to the Service Disensollment and Discontinuation Policy).
- 10. Care Consultants will inquire about Long Term Care Insurance of each client, as well. In the event that the client has such coverage, the Care Consultant will encourage client to review policy for potential for reimbursement. It is the policy of SourcePoint to NOT bill third party insurance carriers, and the client is responsible for seeking reimbursement for their co-pay portion only.

## **ETHICS POLICY**

All volunteer and staff shall orient to the ethical behavior list. Full compliance is expected of all staff and volunteers who have contact with IN-HOME CARE SERVICES clients.

#### **PURPOSE**

- 1. To ensure that all staff and volunteers are oriented to the expectations of IN-HOME CARE SERVICES.
- 2. To ensure uniformity between all who have contact with IN-HOME CARE SERVICES clients
- 3. To enhance the safety and dignity of IN-HOME CARE SERVICES client.

## **PROCEDURES**

- 1. Each SourcePoint and provider staff member and volunteer who will have contact with IN-HOME CARE SERVICES clients shall be given a list of expected behaviors (see Appendix D).
- 2. This may be done during orientation of SourcePoint and provider staff and volunteer to IN-HOME CARE SERVICES, with some mechanism to monitor compliance (i.e., a sign-in sheet).
- 3. All IN-HOME CARE SERVICES clients shall be given a Client Rights and Responsibilities list that identifies the expected behaviors of and provider staff and all volunteers, which indicates who to contact in the event that any person affiliated with IN-HOME CARE SERVICES is not in compliance.
- 4. In the event that a Care Consultant, the Client Services Supervisor, Provider Relations Specialist, Quality Assurance Administrator or Director of Client Services is alerted to behavior of which is considered unethical as defined by the list of expectations, a Provider Feedback Form is completed and the procedures for client grievance report will be followed (refer to Client Grievance Policy).

## **PURCHASE OF SERVICE**

## PROVIDER PAYMENT POLICY

IN-HOME CARE SERVICES shall provide timely payment to contractual service providers for the provision of authorized services.

#### **PURPOSE**

- 1. To ensure the prompt payment of providers
- 2. To specify invoicing requirements
- 3. To outline payment timetable

#### **PROCEDURES**

- 1. Care consultants will authorize Provider to begin services via the case management computer system.
- 2. Service providers shall provide authorized services, documenting the delivery of services as specified in Conditions of Participation and Service Specifications.
- 3. Providers shall bill through the computer via the case management computer system, by the 10th of the month following the month of service delivery. SourcePoint may approve on an individual basis, paper invoicing.
- 4. SourcePoint shall make every effort to pay as quickly as possible those services authorized, invoiced or entered through the case management computer system by the 10th of the month, but no later than the last day of the month following the month the services were provided.
- 5. Paper invoices shall contain the following information for each client:
  - Client name
  - b. Client ID
  - c. Date of service delivery
  - d. Service(s) delivered
  - e. Number of units of each service delivered
  - f. Cost of service for each client
- 6. Invoices submitted later than the 8th of the month may not be reimbursed until the following month.
- 7. Providers should contact IN-HOME CARE SERVICES fiscal division to discuss any disputed payment issues, SourcePoint shall attempt to resolve expeditiously.
- 8. The IN-HOME CARE SERVICES shall routinely assess the effectiveness of these procedures which may be periodically refined and updated. All providers shall receive copies of updated procedures.

## PROVIDER RELATIONS POLICY

It is the policy of SourcePoint to respond to problems, complaints and concerns reported about IN-HOME CARE SERVICES Providers in a fair, consistent, and timely manner.

## **Purpose**

- 1. To ensure the provision of quality service to the clients served by SourcePoint.
- 2. To ensure consistency in addressing problems, complaints and concerns.
- 3. To ensure a timely response to problems, complaints and concerns.

## **Procedures**

- 1. Care Consultants will address individual problems or concerns with appropriate representative of the provider involved directly and within one business day of when the Care Consultant was notified of the complaint or problem by calling or e-mailing the Provider.
- 2. Provider will respond to reports made by Care Consultants within a business day in the same manner as stated above.
- 3. Providers are to include within their response, any relevant information and documentation that is pertinent to the complaint.
- 4. The Care Consultant and Provider should reach an agreement regarding appropriate resolution.
- 5. This Care Consultant should document the event using a Provider Feedback Form. (See Appendix E) and forwarded to the Provider Relations Specialist and the Client Services Supervisor.
- 6. The Provider Relations Specialist will review and record information in In-Home Care Services provider database.
- 7. If no resolution is reached, the Provider Relations Specialist is notified for further action.
- 8. A Care Conference may be called by either party, with the Care Consultant serving as facilitator. Every effort will be made to involve the client or responsible party in such conferences, either through their participation or written decline. Collateral contacts who may be involved with the client may be included, as well with the client's permission. (i.e. Mental Health professional, PT, OT, etc.)
- 9. Once a month, the Provider Relations Specialist will review all Provider Feedback Forms and provide overview to Quality Improvement Supervisor. Provider Relations Specialist will follow up as necessary with providers.
- 10. It may be determined that further intervention is needed, based upon the seriousness of the complaint(s) or problem(s); the frequency of problem(s); or the duration of a problem. Such intervention could take the form of the provider being notified that a conference with the Provider Relations Specialist and/ or Quality Assurance Administrator to discuss a required plan of correction. In such circumstances, providers may request copies of all reports pertaining to the plan of correction. The Provider Relations Specialist reserves the right to conference via telephone.
- 11. The Provider shall submit in writing the agreed upon Plan of Correction within two weeks of the conference date.

- 12. The Provider Relations Specialist will monitor the Provider's compliance/completion of the corrective action plan and will seek feedback from In-Home Care Services staff regarding the Provider's performance. Once the corrective action has been implemented and the Provider demonstrates improved performance for a period of time set by the plan of correction, suspensions will be lifted.
- 13. Continued noncompliance may result in financial sanctions and/or contract termination.
- 14. Reports of a more serious nature, such as abuse, theft or exploitation of a client could result in immediate transfer of care to a different provider and suspension of all new referrals.
  - a. Clients are encouraged to file reports with the appropriate authorities, such as the Ohio Ombudsman or law enforcement.
  - b. The Provider shall be required to conduct an investigation and proceed according to relevant policies and laws.

Note: The SourcePoint reserves the right to address non-compliance or failure to provide quality services as determined by SourcePoint through termination, suspensions, sanctions, conference and other means as deemed necessary

## PROVIDER REVIEW POLICY

A representative of IN-HOME CARE SERVICES will conduct on-site evaluations of policies, procedures, documentation, service provisions and personnel records to ensure compliance with Conditions of Participation and Service Specifications of all contractual Service providers prior to requesting Board approval, 90-days post service initiation and annually, thereafter. Additionally, client record and service unit audits shall be conducted on a regular basis.

## **PURPOSE**

- 1. To ensure adherence to established conditions of participation and service specifications.
- 2. To ensure IN-HOME CARE SERVICES's commitment to securing competent skilled providers for their clients.
- 3. To ensure the provision of consistent services to **IN-HOME CARE SERVICES** clients regardless of provider.

## **PROCEDURES**

## A. New Applicants

- 1. The applying agency shall submit all required documentation from In-Home Care Services provider application.
- 2. A representative from IN-HOME CARE SERVICES shall make an initial site visit of the applicant using the site evaluation tool.
- Operational and Personnel Policies and Procedures are reviewed, personnel records, including the BCII
  report for all employees and supervisors who will be working with IN-HOME CARE SERVICES clients and
  other documents will be reviewed.
- 4. In the event that there are deficiencies, or the applicant does not produce the requested documentation, the IN-HOME CARE SERVICES representative shall communicate what was missing to SourcePoint's Provider Relations Specialist.
- 5. The Provider Relations Specialist will contact applicant agency in attempt to address missing areas. If compliance continues to not be met, the Provider Relations Specialist will communicate application denial to applicant agency.
- 6. If all required conditions and specifications are met, SourcePoint's Board of Directors will make the final decision to either approve or deny any Proposed Providers as an IN-HOME CARE SERVICES Provider based upon the information gathered which demonstrates the ability of the applicant to provide services according to the standards set forth by SourcePoint.
- 7. Once approved and an agreement is sent to be signed by new provider agency.

#### **B. Existing Providers**

- 1. A representative from IN-HOME CARE SERVICES will make annual site visits for a Structural Review which consists of a full Policy and Procedures review, personnel records and chart auditing and unit of service auditing using the aforementioned evaluation tool for ongoing quality assurance monitoring and to ensure accurate billing practices.
- 2. In the event that there are deficiencies, the IN-HOME CARE SERVICES representative shall communicate these to SourcePoint's Provider Relations Specialist. The representative may offer suggestions or recommendations for improvement/correction directly to provider agency.
- 3. Provider Relations Specialist will provide official review follow up to provider agency and may request a plan of correction be submitted.
- 4. If the deficiencies are corrected and according to SourcePoint all conditions are met and the provider is found to be in compliance, they are sent a notice of approval to continue to provide services through INHOME CARE SERVICES.

5. SourcePoint reserves the right to address non-compliance or failure to provide quality services as determined by SourcePoint through termination, suspensions, sanctions, conference and other means as deemed necessary.

## **C. All Providers**

1. IN-HOME CARE SERVICES reserves the right to refer to any contractual provider based upon the needs of the client, the unit costs and the ability of the provider to supply qualified staff in a timely manner.

## **AUTHORIZATION OF TRANSPORTATION POLICY**

Medical transportation shall be provided to clients who meet financial eligibility by an approved provider as authorized by the Care Consultant. Medical transportation includes appointments with the physician, a medical treatment facility, social service agencies and adult day care centers. Expanded Transportation Services and transportation to new IN-HOME CARE SERVICES clients are made available under certain conditions, as indicated below.

### **PURPOSE**

- 1. To ensure that clients of the IN-HOME CARE SERVICES without other means have access to needed transportation services.
- 2. To ensure that the IN-HOME CARE SERVICES is reimbursing for authorized services.
- 3. To provide the contractual providers for transportation services with procedures for reimbursement of services rendered to IN-HOME CARE SERVICES clients.
- 4. To ensure that transportation to multiple riders in the same locale are charged equitably.
- 5. To provide parameters for expanded transportation services.
- 6. To ensure that public transportation is used when accessible.

## **PROCEDURES**

- An Intake Screen will be completed on all IN-HOME CARE SERVICES clients to include a
   Transportation Assessment Screen within the case management computer system, if this is a
   requested service or anticipated need.
- 2. Transportation to and from Hospitals, Extended Care Facilities, Nursing Homes, Group Homes or Residential Care Facilities to visit family, are considered "expanded" transportation services and may be authorized by the Care Consultant for clients receiving other IN-HOME CARE SERVICES, provided that the total average monthly care plan costs adheres to the Cost Cap Policy.
- 3. Any client who is capable of coordinating their own transportation and getting to and from the motor vehicle should not be considered eligible to use transportation coordinated and paid for by SourcePoint's In-Home Care Services. These individuals should be considered as "not needing" the service, since they are able to coordinate/manage the service independently. Those clients would be referred to DCT. The exception to this rule is clients who are unable to afford the passes, as determined by the Financial Screen with a client co-payment of 0%.
- 4. Transportation may be authorized as a single service for IN-HOME CARE SERVICES clients when no other means are available, and they are unable to afford to pay privately for DCT transportation as determined by the Financial Screen with a client co-payment of 0%. The individual is screened, assessed and enrolled as with any other IN-HOME CARE SERVICES client, with the average monthly care plan cost not to exceed \$500. For those situations when the care plan costs exceeds the \$500 limit, refer to the Cost Cap Policy for approval.
- 5. Once the need for medical transportation is confirmed by the Care Consultant, he/she will develop within the Care Plan the number of units approved per month with client's awareness.
- 6. The Care Consultant will call prospective approved transportation providers to explore the ability to serve the proposed units of service needed and obtain a cost estimate.

- 7. The Care Consultant will select the least expensive, accessible, and available provider and authorize initial and revised transportation services via the case management computer system, as with all other services. Services not authorized in this manner shall not be reimbursed.
- 8. The Care Consultant will notify the Client of the name and telephone number of the approved provider, the number of authorized units of service and that the client is responsible for contacting the Care Consultant who arranges with the provider at least twenty-four (24) hours in advance of the transportation request. The client will be advised of their responsibility to notify the Care Consultant to cancel or reschedule, in the event of changes.
- 9. If a driver is ill and unable to transport the client, it is the provider's responsibility to arrange for alternate transportation. If the provider is unable to secure an alternative driver, the provider shall contact the Care Consultant as soon as possible so that alternate arrangements can be made.

## SERVICE APPROVAL POLICY

All services shall be approved by a Care Consultant of IN-HOME CARE SERVICES prior to initiation of services.

#### **PURPOSE**

- 1. To ensure that IN-HOME CARE SERVICES has agreed to fund the service(s) being provided.
- 2. To ensure that the client has agreed to receive the service(s) and pay their co-payment portion.
- 3. To ensure that the service has been identified as important to the plan of care.
- 4. To ensure that the client is not eligible for equitable services under any other funding program.

#### **PROCEDURES**

- 1. The Care Consultant shall develop within client data base a Care Plan and Service Checklist for each client, based upon information gathered through intake and/or assessment, which outlines the services that are to be provided by which provider(s) and at what cost per service.
- 2. The Care Consultant shall obtain service agreement from client. A signed copy of service approval is to be returned to the Care Consultant to be placed in the client record.
- 3. Whenever there is a change in service which affects a client's co-pay amount (i.e. provider change; addition of service; increase in service units) or the client's co-payment percentage changes, the client is notified verbally and the Care Consultant will document the client's verbal agreement.
- 4. The Care Consultant typically authorizes the lowest cost Provider of those who accept the referral to provide the service based upon the agreed upon Care Plan. Exceptions can be made based upon client choice and provider status.
- 5. No provider shall bill IN-HOME CARE SERVICES for unauthorized services, nor shall they bill clients directly for services without prior approval of the Client Services Supervisor.
- 6. The client data base system notifies the provider(s) of any change in the Care Consultant assignments, MDS Screen or the Care Plan via system generated messages.
- 7. The Provider shall advise the Care Consultant if upon service delivery it is determined that another funding program is appropriate in providing similar services (i.e. Medicare, Passport, private insurance, VA, etc.) per the Payor of Last Resort Policy.
- 8. Other funding sources shall be considered by the Care Consultant prior to service approval. Referral shall be made in accordance with the Payor of Last Resort Policy.
- 9. In the event that a Homemaker or Personal Care Aid/Respite service provider must go over the approved amount of time by an amount no more than .25 unit on any single service date, the provider will contact the Care Consultant no later than the end of the billing cycle to request authorization for the overage for that date of service only. For overages more than .25 units, providers are to contact the Care Consultant immediately to request approval (refer to provider specs). The provider may submit a request for more than one client, if such is necessary.
- 10. The Care Consultant will consider the feasibility of the reason provided for such an overage and, if established as an appropriate request, will approve using the "override" task within the client data base system. The Care Consultant reserves the right to decline the request.

## **SERVICE DENIAL POLICY**

SourcePoint reserves the right to deny service for any of the following reasons:

- a. Lack of funds in SourcePoint Budget
- b. Applicant not residing in Delaware County
- c. Applicant not 55 years or older
- d. Applicant not demonstrating need for service based upon assessment of functional ability
- e. Applicant residing in situation other than private residence (i.e., Nursing home, assisted living facility, continuous care community or group home, etc.)
- f. Applicant eligible for services through other funding source, such as Ohio PASSPORT
- g. Applicant refuses to disclose information regarding his / her income and assets or sign financial waiver and agree to pay 100% for services rendered

#### **PURPOSE**

It is the primary goal of IN-HOME CARE SERVICES to provide services to Delaware County residents only who are in genuine need of such services due to functional limitations and who would not receive these services via any other organization or program.

#### **Procedure**

- 1. An Intake Screen shall be completed by a staff member of IN-HOME CARE SERVICES to obtain the eligibility information for each applicant.
- 2. In the event that the client is ineligible, staff will advise applicant of reason for denial via telephone and / or in writing and will offer a list of alternative service providers who may be able to provide assistance.
- 3. Any applicant who is advised that he / she is not eligible for services and requests an appeal of that decision shall be provided with a copy of the Appeals Policy.
- 4. Please refer to Payor of Last Resort Policy, Appeals Policy and Service Discontinuation Policy for further clarification.

## PROHIBITED OFFENSES FROM BCII & FBI

As sited in **SourcePoint** COP 4.8, 6-databse 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 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 <u>and / or</u> 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 Failing to provide for a functionally Impaired Person
- 9. 2903.21 Aggravated menacing
- 10. 2903.34 Patient abuse or neglect
- 11. 2903.341 Patient endangerment
- 12. 2905.03 Unlawful Restrain
- 13. 2905.01 Kidnapping
- 14. 2905.02 Abduction
- 15. 2905.32 Human Trafficking
- 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 juvenile
- 26. 2907.32 Pandering obscenity
- 27. 2907.321 Pandering obscenity to a minor
- 28. 2907.322 Pandering sexually oriented matter involving minor
- 29. 2907.323 Illegal use of minor 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 2909.24 Terrorism
- 33. 2911.01 Aggravated robbery
- 34. 2911.11 Aggravated burglary
- 35. 2913.40 Medicaid fraud
- 36. 2913.47 Insurance fraud
- 37. 2913.49 Identity Fraud 2919.25 Domestic violence
- 38. 2921.03 Intimidation
- 39. 2919.22 Endangering children
- 40. 2923.161 Improperly handling of firearms in habitation school safety zone or with intent to cause harm or panic to people in school or school function
- 41. 3716.11 Placing harmful or hazardous objects in food
- 42. 2903.13 Assault
- 43. 2903.211 Menacing by Stalking
- 44. 2903.041 Reckless Homicide
- 45. 2905.12 Coercion
- 46. 2907.22 Promoting prostitution procuring not included
- 47. 2909.03 Arson
- 48. 2911.02 Robbery

- 49. 2911.12 Burglary
- 50. 2921.05 Retaliation
- 51. 2921.36 Illegal conveyance of weapons, drugs, etc... on grounds of detention facility or institution
- 52. 2923.12 Carrying concealed weapons
- 53. 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
- 54. 2923.123: illegal conveyance, possession or control of deadly weapon or ordnance into a courthouse.
- 55. 2923.42 Participating in criminal gang
- 56. 2925.02 Corrupting another with drugs
- 57. 2925.03 Trafficking & aggravated trafficking of drugs
- 58. 2923.161 Improperly discharging a firearm at or into a habitation or school
- 59. 2923.162: Discharge of firearm on or near prohibited premises
- 60. 2925.04: illegal manufacture of Schedule I or II substances as defined by ORC 3719.41
- 61. 2925.041: Illegal assembly or possession of chemicals for the manufacture of Schedule I or II substances as defined by ORC 3719.41
- 62. 2927.12 Ethnic Intimidation
- 63. 959.13 Cruelty to animals
- 64. 2907.09 Public indecency
- 65. 2911.13 Breaking and entering
- 66. 2913.02 Theft
- 67. 2913.03 Unauthorized use of vehicle
- 68. 2913.05: Telecommunications fraud
- 69. 2913.21 Misuse of credit cards
- 70. 2913.31 Forging ID cards or selling/distributing forged ID cards
- 71. 2917.01 Inciting to violence
- 72. 2921.35 Aiding escape or resistance to lawful authority
- 73. 2923.13 Having weapons while under disability
- 74. 2925.05 Funding Drug Trafficking

- 75. 2907.24 Soliciting
- 76. 2907.25 Prostitution
- 77. 2907.311 Displaying matter harmful to juveniles
- 78. 2913.04 Unauthorized use of property (computer, Cable, telecommunications property)
- 79. 2913.11 Passing bad checks
- 80. 2913.43 Securing writings by deception
- 81. 2913.51 Receiving stolen property
- 82. 2925.11 Possessing of controlled substances
- 83. 2925.13 Permitting drug abuse
- 84. 2925.22 Deception to obtain a dangerous drug
- 85. 2925.23 Illegal processing of drug document
- 86. 2913.46 Illegal use of SNAP or WIC program benefits
- 87. 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 86 of this rule

## **UNSAFE CLIENT LETTER**

l,	, understand that the In-Home Care Services
Client Na	me
provides services through t	he organizations scheduled as indicated on my In-Home Care Services <i>Care Pl</i> an. As I
am currently alert and orien	nted, I have chosen to remain at home, even though I have been told by In-Home Care
Services staff that 24-hour	care would provide me with the safest environment. I understand and agree that my
signature indicates that I wi	Il not hold In-Home Care Services and its service providers liable for any harm that
may come to me during	
the hours I am alone.	
Date	Client
Date	Witness/Caregiver
Date	Client Services Supervisor

## **SAMPLE INCIDENT REPORT FORM**

Name of Client:   Person, Title, and Contact Information Reporting:   Care Consultant:	Reporting Agency:		Date & Time of Incident:	
Incident Type:   Injury-Client   Property Loss   HIPAA Violation / Privacy Breach   Injury-Provider Staff   Property Damage   Other-briefly state incident type:   Injury-Fall- Client   Property Theft   Health/Medical Event   Fiscal Incident (scams, credit card loss)   Other Health/Wellness   Property Theft   Health/Wellness   Property Theft   Health/Wellness   Property Theft   Property Theft   Health/Wellness   Property Theft   Property Theft	Location of Incident:		Name of Client:	
□ Injury-Client       □ Property Damage       □ Other-briefly state incident type:         □ Injury-Frovider Staff       □ Property Damage       □ Other-briefly state incident type:         □ Injury-Fall- Client       □ Property Theft         □ Health/Medical Event       □ Fiscal Incident (scams, credit card loss)     Any other witnesses to the incident: □ Yes (list names, titles, & contact information) □ No  Was medical treatment provided: □ Yes □ No □ Refused	Person, Title, and Contact Information Re	eporting:	Care Consultant:	
□ Injury-Client       □ Property Damage       □ Other-briefly state incident type:         □ Injury-Frovider Staff       □ Property Damage       □ Other-briefly state incident type:         □ Injury-Fall- Client       □ Property Theft         □ Health/Medical Event       □ Fiscal Incident (scams, credit card loss)     Any other witnesses to the incident: □ Yes (list names, titles, & contact information) □ No  Was medical treatment provided: □ Yes □ No □ Refused				
□ Injury-Provider Staff □ Injury-Fall- Client □ Health/Medical Event □ Health/Medical Event □ Other Health/Wellness □ Other Witnesses to the incident: □ Yes (list names, titles, & contact information) □ No  Was medical treatment provided: □ Yes □ No □ Refused If yes, what treatment and by which agency:  Was EMS called: □ Yes □ No □ Unknown at time of report If yes, was person transported: □ Yes □ No □ Unknown at time of report If transported, where to:  Required Notification(s): Consider: law enforcement, SourcePoint staff; HHS (HIPAA); other impacted parties Notification to outside organization/agency: □ No □ Yes (complete below)  Organization/Agency Contacted: □ Date of Contact:  Name of person contacted & contact information: Include summary of contact on back  If property damage/loss/theft, name of owner/impacted party:  Contact information:	Incident Type:			
□ Injury-Fall- Client □ Property Theft □ Fiscal Incident (scams, credit card loss)  Any other Witnesses to the incident: □ Yes (list names, titles, & contact information) □ No  Was medical treatment provided: □ Yes □ No □ Refused If yes, what treatment and by which agency:  Was EMS called: □ Yes □ No □ Unknown at time of report If yes, was person transported: □ Yes □ No □ Unknown at time of report If transported, where to:  Required Notification(s): Consider: law enforcement, SourcePoint staff; HHS (HIPAA); other impacted parties Notification to outside organization/agency: □ No □ Yes (complete below)  Organization/Agency Contacted: □ Date of Contact:  Name of person contacted & contact information: Include summary of contact on back  If property damage/loss/theft, name of owner/impacted party:  Contact information:	☐ Injury- Client	☐ Property Los	ss	
☐ Health/Medical Event       ☐ Fiscal Incident (scams, credit card loss)         Any other Witnesses to the incident:       ☐ Yes (list names, titles, & contact information)       ☐ No         Was medical treatment provided:       ☐ Yes ☐ No ☐ Refused       ☐ If yes, what treatment and by which agency:         Was EMS called:       ☐ Yes ☐ No ☐ Unknown at time of report       ☐ If yes, was person transported:       ☐ Yes ☐ No ☐ Unknown at time of report         ☐ If transported, where to:       ☐ No ☐ Unknown at time of report       ☐ HIPPAA); other impacted parties         Notification to outside organization/agency:       ☐ No ☐ Yes (complete below)         Organization/Agency Contacted:       ☐ Date of Contact:         Name of person contacted & contact information:       ☐ Include summary of contact on back         If property damage/loss/theft, name of owner/impacted party:       ☐ Contact information:	☐ Injury-Provider Staff	☐ Property Da	mage ☐ Other-briefly state incident type:	
□ Other Health/Wellness credit card loss)  Any other witnesses to the incident: □ Yes (list names, titles, & contact information) □ No  Was medical treatment provided: □ Yes □ No □ Refused If yes, what treatment and by which agency:  Was EMS called: □ Yes □ No □ Unknown at time of report If yes, was person transported: □ Yes □ No □ Unknown at time of report If transported, where to:  Required Notification(s): Consider: law enforcement, SourcePoint staff; HHS (HIPAA); other impacted parties Notification to outside organization/agency: □ No □ Yes (complete below)  Organization/Agency Contacted: □ Date of Contact:  Name of person contacted & contact information: Include summary of contact on back  If property damage/loss/theft, name of owner/impacted party:  Contact information:	☐ Injury-Fall- Client	☐ Property The	eft	
Any other witnesses to the incident:	☐ Health/Medical Event	☐ Fiscal Incide	ent (scams,	
Was medical treatment provided: ☐ Yes ☐ No ☐ Refused  If yes, what treatment and by which agency:  Was EMS called: ☐ Yes ☐ No ☐ Unknown at time of report  If yes, was person transported: ☐ Yes ☐ No ☐ Unknown at time of report  If transported, where to:  Required Notification(s): Consider: law enforcement, SourcePoint staff; HHS (HIPAA); other impacted parties Notification to outside organization/agency: ☐ No ☐ Yes (complete below)  Organization/Agency Contacted: ☐ Date of Contact:  Name of person contacted & contact information: Include summary of contact on back  If property damage/loss/theft, name of owner/impacted party:  Contact information:	☐ Other Health/Wellness	credit card loss	s)	
Was EMS called:  Yes  No  Unknown at time of report	Any other witnesses to the incident: $\square$ Yo	es (list names, ti	itles, & contact information)   No	
Was EMS called:  Yes  No  Unknown at time of report				
Was EMS called:  Yes  No  Unknown at time of report	Was medical treatment provided: ☐ Yes	□No □ Refuse	ed	
Was EMS called: ☐ Yes ☐ No ☐ Unknown at time of report  If yes, was person transported: ☐ Yes ☐ No ☐ Unknown at time of report  If transported, where to:  Required Notification(s): Consider: law enforcement, SourcePoint staff; HHS (HIPAA); other impacted parties  Notification to outside organization/agency: ☐ No ☐ Yes (complete below)  Organization/Agency Contacted: ☐ Date of Contact:  Name of person contacted & contact information:  Include summary of contact on back  If property damage/loss/theft, name of owner/impacted party:  Contact information:	•		eu .	
If yes, was person transported:	,,			
If yes, was person transported:				
If yes, was person transported:	Was EMS called: ☐ Yes ☐No ☐Unknow	n at time of repo	ort	
Required Notification(s): Consider: law enforcement, SourcePoint staff; HHS (HIPAA); other impacted parties Notification to outside organization/agency:   Organization/Agency Contacted:  Name of person contacted & contact information: Include summary of contact on back  If property damage/loss/theft, name of owner/impacted party:  Contact information:				
Notification to outside organization/agency:   No  Yes (complete below)  Organization/Agency Contacted:  Date of Contact:  Name of person contacted & contact information:  Include summary of contact on back  If property damage/loss/theft, name of owner/impacted party:  Contact information:				
Notification to outside organization/agency:   No  Yes (complete below)  Organization/Agency Contacted:  Date of Contact:  Name of person contacted & contact information:  Include summary of contact on back  If property damage/loss/theft, name of owner/impacted party:  Contact information:	-			
Notification to outside organization/agency:   No  Yes (complete below)  Organization/Agency Contacted:  Date of Contact:  Name of person contacted & contact information:  Include summary of contact on back  If property damage/loss/theft, name of owner/impacted party:  Contact information:	Required Notification(s): Consider: law en	nforcement, Soul	rcePoint staff; HHS (HIPAA); other impacted parties	
Name of person contacted & contact information:  Include summary of contact on back  If property damage/loss/theft, name of owner/impacted party:  Contact information:		-		
Name of person contacted & contact information:  Include summary of contact on back  If property damage/loss/theft, name of owner/impacted party:  Contact information:	_			
Include summary of contact on back  If property damage/loss/theft, name of owner/impacted party:  Contact information:	Organization/Agency Contacted:		Date of Contact:	
Include summary of contact on back  If property damage/loss/theft, name of owner/impacted party:  Contact information:				
If property damage/loss/theft, name of owner/impacted party:  Contact information:		rmation:		
Contact information:	Include summary of contact on back			
Contact information:				
	If property damage/loss/theft, name of c	owner/impacted	d party:	
What was damaged/lost/stolen:	Contact information:			
What was damaged/lost/stolen:				
What was damaged/lost/stolen:				
	What was damaged/lost/stolen:			
Cinnature of names consulating report	Cinnature of management lating as			Data
Signature of person completing report Date	Signature of person completing report			Date

Description of Incident
Explain what happened, factors leading to event, what the injury/health event was, witnesses to the incident, was there
property damage as well, etc. Attach additional sheets if necessary.

## **PROVIDER CODE OF ETHICS**

## Provider Shall Not:

- Consume the client's food and or drink or use the client's personal property without the client's consent.
- Bring children, pets, friends, relatives, or anyone else to the client's place of residence.
- Visit or meet client at home or other location, outside of scheduled service visit time.
- Take the client to the provider's place of residence.
- Consume alcohol, medicine, drugs or other chemical substances not in accordance with the legal valid, prescribed use and/or in any way that impairs the provider in the delivery of services to client.
- Discuss religion or politics with the client and others in the care setting.
- Discuss personal issues with the client or any others
- Accept or attempt to obtain money or anything of value, including gifts or tips from client, household members and family members of the client.
- Engage with client in sexual conduct or in conduct that may reasonably be interpreted as sexual in nature, regardless of whether or not the contact is consensual.
- Leave the home for a purpose not related to the provision of services without notifying the agency Supervisor, the client's emergency contact person, any identified caregiver and /or the client's care consultant.
- Engage in activities that may distract the provider from the service delivery, including, but not limited to:
  - a) Watching television, movies, videos or playing games on computer, personal phones, or other electronic devices whether owned by the client, provider or the provider's staff
  - b) Making or receiving personal telephone calls
  - c) Engaging in non-care related socialization with individuals other than the client (e.g. visits from people not providing care to the client; making or receiving personal telephone calls or text messages, e-mail or video)
  - d) Providing care to individuals other than client
  - e) Smoking tobacco or any other material in any type of smoking equipment, including, but not limited to, cigarettes, electronic cigarettes, vaporizers, hookahs, cigars or pipes
  - f) Sleeping
- Engage in behavior that causes or may cause physical, verbal, mental or emotional distress or abuse to the client, including publishing any manner of photos of the client on social media Web sites without the client's written consent, and "friending" and/or adding client on any social media platform.

- Carry a weapon into the client's home, even if provider has a Concealed Carry Weapon license. Weapons include, but are not limited to, all firearms, explosives, knives and other instruments that might be considered dangerous or that could cause harm.
- Engage in behavior that may reasonably be interpreted as inappropriate involvement in the client's personal relationship.
- Be designated to make decisions for the client in any capacity involving a declaration for mental health treatment, power of attorney, durable power of attorney, the client's finances or guardianship.
- Sell or purchase from the client product or personal items.
- Engage in behavior that constitutes a conflict of interest or takes advantage of or SourcePoint approved service resulting in an intended advantage for personal gain that have detrimental results for the client, the client's family or caregiver.
- Take the client to the provider's business site unless the business site is an Adult Day Services center.

Signature	Date

	PROVIDER FEEDBACK FORM
Client Name:	
Date:	
Care Consultant/SourcePoint staff:	
Provider:	
Issue:	Other
If "Other" Please Explain:	
Facts of Situation:	
Summary of SourcePoint Staff	
Involvement and Interventions:	
Addendum from QA staff:	

## **CLIENTS' BILL OF RIGHTS & RESPONSIBILITIES**

As a client receiving home care services from **In-Home Care Services**, your care will be provided under the direction of your Care Consultant, and you **have the right** to expect that:

- 1) You will be fully informed of your rights.
- 2) You will be treated in a considerate and respectful manner.
- 3) You will be told the names, telephone numbers and duties of any of our **IN-HOME CARE SERVICES** staff, including your Care Consultant, and contracting agency staff providing you with service(s).
- 4) You have the right to privacy. All communications and records pertaining to your care will be held confidential, unless you sign for their release or for the purpose of coordination, continuity of care, or reimbursement. Exceptions to these are those circumstances which are required by law to be reported to authorities (i.e. suspicions of abuse, neglect and/or exploitation of children, disabled adults and individuals over the age of 60 years).
- 5) You will be provided with information necessary to give informed consent pertaining to your plan of care, services or treatment in understandable terms.
- 6) You will be provided with the opportunity to participate in the decisions involved in developing and implementing your plan of care, services or treatment, and you will be informed of your progress in responding to the same.
- 7) Prior to being requested to sign any forms, you will receive a full explanation as to their content and purpose.
- 8) You may refuse portions or all of the care, services or treatment recommended by SourcePoint. You will be informed of the possible consequences of your decision. Services that you do agree to accept shall not be terminated as a result of your decision.
- 9) You will be involved in the timely development of your plan of termination from home care and to help you, you will be provided with information as to your continuing needs and alternative levels of care for meeting those needs.
- 10) You will be provided with information about **IN-HOME CARE SERVICES** that will help you understand it as a provider of home care services.
- 11) You will be provided with information about any policies or procedures relating to your care, including charges and payment for services and reimbursement sources which affect you as a recipient of services from IN-HOME CARE SERVICES.
- 12) You have the right to be advised of your share of the cost of the services, prior to accepting services, as determined by the Financial Assessment and the potential consequences of non payment. You have the right to sign a Financial Waiver agreeing to pay full cost for your services.
- 13) You may designate a power of attorney, family member or other individual to act on your behalf in participating in your plan of care.
- 14) You will be provided with services without discrimination as to age, race, religion, sex, national origin, sexual orientation, or source of payment.
- 15) Staff of **IN-HOME CARE SERVICES** or contracting agencies entering your home to provide you with service will show appropriate respect for you, your premises and property.

- You have the right to voice grievances and suggest changes in service or staff without fear of restraint or discrimination. If you have a grievance or wish to file a claim, you are to discuss this first with your care consultant. If the matter is not resolved to your satisfaction, you may contact Kim Clewell, Director of Operations at (740) 203-2353.
- As a recipient of community-based care, you have access to the Long Term Care Ombudsman Program if you experience problems with the services you receive. If you do not receive an acceptable resolution you can contact the Ombudsman Program, operated by Catholic Social Services, at 614-221-5891 or 1-800-536-5891. You may also contact the Ohio Department of Aging Long-term Care Ombudsman/Elder Rights Hotline at 1-800-282-1206.
- As a service recipient, you are able to make donations to SourcePoint if you would like. Services available to you will not be impacted whether you choose, or do not choose, to make a voluntary contribution to the agency. A donation envelope may be provided to you, should you wish to make a donation.

As a client receiving services from **IN-HOME CARE SERVICES**, you are responsible for:

- 1) Allowing your Care Consultant to complete required home visits to assess your ongoing needs and eligibility for services and to update annual paperwork, including, but not limited to the Financial Assessment Form. Allowing Service Providers to complete required supervisory visits.
- 2) Informing your Care Consultant and provider agency when you will be away from your home on dates of scheduled services. You should inform them, for example, if you go away to visit relatives or friends, you go to the hospital, or will not be at home at the time of scheduled services. Failure to do so may result in a full or partial charge for that service, or discontinued service in the case of Home Delivered Meals (Meals-On-Wheels).
- 3) In the event that you will not be able to receive your services on a given day, all cancellations must be called directly to the service providers by 8:30 a.m. in order to avoid charges. It is important that you keep the telephone numbers for your service providers close at hand. If the client has excessive absences, defined as three or more, without proper notice to their IN-HOME CARE SERVICES Care Consultant and/or provider, this could be reason for discontinuation of services.
- 4) Informing your Care Consultant and providing agencies of any plans to move from your current residence. In the event that you have an "Emergency Response System" unit, you are required to contact your Care Consultant and the providing agency to make arrangements to pick up the unit before you leave the area.
- 5) Contacting your service provider and/or Care Consultant regarding service concerns or questions. Notify your Care Consultant by calling (740) 363-6677 during business hours (8:00 a.m. 5:00 p.m.).
- 6) Signing a statement assuming full responsibility for any consequences resulting from your decision, should you choose to refuse care, services or treatment.
- 7) Refraining from offering gifts, tips, donations or bribes to the workers who provide home care services to you.

- 8) Reporting the following behaviors displayed by any worker providing home care services to the provider agency and/or your **IN-HOME CARE SERVICES** Care Consultant:
  - a) They may eat their personal lunch in your home if you consent, but you should report if they consume your food and drink or include the time spent eating on their timesheet as work time.
  - b) if they consume alcoholic beverages in your home or appear to be intoxicated.
  - c) If they smoke in your home.
  - d) If they use your phone to make personal calls or request the use of your automobile, unless authorized through Homemaker Escort Services.
  - e) If they solicit money or goods from you for any purpose or cause.
  - f) If they treat you without respect or in any other manner you feel is inappropriate or offensive.
- 9) Providing verification of income and assets for the financial screen at enrollment as well as annual visits. If the Financial Waiver is signed you will not be asked to provide financial verification.
- 10) Paying your portion of charges for the services provided to you in a timely manner.
- 11) Understanding that, in the event that you do not pay for services provided in a timely manner, services may be decreased, suspended, terminated or adjusted, with a possible referral to a collections agency. If you have any questions regarding your bill, you may contact your Care Consultant or call Kimberly Clewell, Director of Operations at SourcePoint (740) 363-6677.
  - Informing your Care Consultant of any changes in your income and/or assets that might affect your copay status and providing documentation reflecting those changes.
- 12) Treating all workers, provider agency and IN-HOME CARE SERVICES staff members with respect. Physical or verbal abuse toward IN-HOME CARE SERVICES staff members or their providers is prohibited. Failure to follow this may result in the termination of your services.
- 13) Pursuing all other funding sources for similar services if your Care Consultant determines that you appear eligible. Refusal to pursue other funding sources may result in discontinuation of IN-HOME CARE SERVICES.
- 14) Maintaining a home environment that poses no health or safety hazard to service providers entering the home. This includes, but is not limited to,
  - a) restraining pets
  - b) securing all weapons/ammunition
  - c) if using oxygen, refraining from smoking, cooking or having your oxygen near a flame, including a fireplace, while the oxygen is on. If you do engage in such activities, the oxygen tank must be turned off and in another room.
- 15) Failure to comply may result in the IN-HOME CARE SERVICES staff and Providers refusing entry into the home and/or the termination of some services.

IMPORTANT NOTE: Our IN-HOME CARE SERVICES is not a crisis or emergency response unit. Any medical emergency is to be reported immediately to your doctor or by calling 911. If you have an Emergency Response System Unit, you may use it, as instructed.

## SAMPLE CONFIDENTIALITY STATEMENT

As an employee, I recognize and acknowledge that the confidential and proprietary information of the Employer is a valuable, special, and unique asset of the Employer's business. I will not, during or after the term of my employment, disclose such information or any part thereof to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever.

I also understand that my employment is terminable at-will, so that both SourcePoint and I remain free to choose to end our work relationship at any time subject, to any contractual agreement SourcePoint and I have entered into. I agree to participate in any and all background and criminal checks and understand that the future of my employment with SourcePoint is contingent on the results of this investigation.

I also certify that I have received a copy of the Policy and Procedures Manual, and that I have read it carefully. I understand and agree that any provision of this manual and any benefit package may be amended or revised at any time by SourcePoint without prior notice. I further understand and agree that nothing in this manual in any way, creates an express or implied contract of employment between SourcePoint and myself.

Signature of Employee	Date

## **SAMPLE CLIENT STATUS REPORT**

Clients Name:		Date:			
Agency Name:		re Consultant:			
	Client or Caregiver Evaluation	Adequate	Inadequate	Yes	No
	Quality of Service				
	Adheres to Care Plan				
	Attitude/Manners				
	Appearance				
	Do You Have Unmet Needs				
Comments:					
Client/caregive	er signature			Dat	:e
	Supervisor's Evaluation	Adequate	Inadequate	Yes	No
	Quality of Service	•	•		
	Adheres to Care Plan				
	Professionalism				
	Appearance				
	Documentation				
	Care Plan Reviewed With Client				
	Is Care Plan current?				
	Current Service Schedule				
	carrent service serieuaie				
Comments:					
OVERALL FUN	ICTIONAL STATUS:				
Improving					
Improving					
Describe					
Unchanged					

Deteriorating		
Describe		
Medical Status:		
Mental Status:		
Mobility Status:		
Nutrition Status:		
Supervisor's Signature:	Date:	_