



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

Condition 8. Partnership Expectations

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

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

CONDITION 1. AGENCY STRUCTURE

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

Required Elements:

- 1.1 The Provider must provide disclosure of ownership, and promptly provide notice of any change in ownership, and provide a written statement defining Provider's purpose.
- 1.2 The Provider must have articles of incorporation/organization effective *at least one year prior to the date of application*.
- 1.3 The Provider must provide a Certificate of Good Standing from the Secretary of State and provide immediate written notification of any change of Provider's status from that of "good standing" unless self-employed.
- 1.4 The Provider must operate in compliance with all applicable Federal, State or Local laws.
 - 1.4.1 The Provider must provide a written statement certifying compliance with 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, e-mailed, or faxed referrals between 9:00 a.m. and 4:00 p.m., Monday thru Friday.
- 2.2 The Provider must designate and utilize a locked storage space for the maintenance of all hard-copy client records for a minimum of 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 providing coverage for damages because of bodily injury or property damage arising out of the ownership, operation, maintenance or use of a motor vehicle.
 - 3.2.3 (a) Personal automobile insurance coverage is sufficient for a provider that is a Sole Proprietor with no employees.

- 3.3 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 shall provide certificates of insurance to establish that at all times the Provider is in compliance with the requirements of 3.2.1, 3.2.2, 3.2.3, 3.3 and 3.3 (a).
- 3.5 The Provider must have a written procedure, to be provided to clients served through this agreement, which provides instruction on how to file a grievance or complaint and how to file a liability claim against the provider’s insurance. The procedure must list the Provider’s contact person and phone number.
- 3.6 As required by In-Home Care’s Incident Reporting Policy, the Provider must notify the **SourcePoint** Care Consultant within 24 hours of any critical incidents and document the notification on either the Provider’s or **SourcePoint** Incident Report Form, and provide a copy of such form to the **SourcePoint** Care Consultant within 5 business days.
- 3.6.1. In the event documentation takes longer than 5 business days, the Provider shall update the care consultant on the status of obtaining the necessary documentation and provide a deadline for when documentation will be submitted as required
- 3.7 The Provider must obtain written approval from the client prior to any release of client specific information to sources outside **SourcePoint** Care System. The Provider must have a written policy regarding confidentiality and inform its employees or other service providers of such policy.
- 3.8 The Provider must retain all records related to services provided to clients through this agreement until an audit is completed for up to 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 In accordance with Ohio law (ORC 5101.61), the Provider must have a written policy and corresponding procedures for reporting incidents of abuse, neglect, and exploitation of an older adult.
- 4.4 Provider must have a written policy and corresponding procedures for reporting incidents to the appropriate Delaware county authority for suspected animal abuse and/or neglect.
- 4.5 The Provider must maintain a personnel file on every staff member (including volunteers and contract workers when applicable), who provide direct **SourcePoint** contracted service or supervise those who provide such direct service. These personnel files will be reviewed during the pre-certification site visit prior to providing **SourcePoint** contracted services and are subject to review at any time during the term of the Letter of Understanding. Each file should include:
 - 4.5.1 Results of 6 database checks as outlined in **SourcePoint** Background Check policy
 - 4.5.1 (a) Providers already utilizing the Automated Registry Check System (ARCS) may use this system to conduct database checks. Results must be maintained in employee's personnel record.
 - 4.5.2 Bureau of Criminal Identification and Investigations form to be conducted using Reason Code 173.38, 173.27, 3701.881, 5123.081, or 5123.169 approved by the Ohio Department of Aging on all employees **prior to providing care to a SourcePoint client and/or having access to a SourcePoint** client's protected information (including volunteers and contract workers who provide direct service or supervision of direct service staff) and every 5 years, thereafter unless Provider is enrolled in Rap Back service. See 4.5.2 (b) for full requirement
 - 4.5.2 (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 as well as the BCII check.
 - 4.5.2 (b) Providers enrolled in the Retained Applicant Fingerprint Database (Rap Back)

service may use this service in place of completing BCII checks every 5 years. Any updated information obtained through Rap Back must be maintained in employee's personal record. A **SourcePoint** representative may review this information upon making the initial and annual site evaluations, as outlined in COP #6.2

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

4.5.4 The Provider must maintain documentation, signed and dated by the employee's supervisor or a company manager/owner, for any individual that serves a **SourcePoint** client, of the following items:

4.5.4(a) Provider policies and procedures, including Confidentiality Policy; and Abuse, Neglect and Exploitation of an Older Adult

4.5.4(b) **SourcePoint** Code of Ethics

CONDITION 5. SERVICE DELIVERY

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

Required Elements:

- 5.1 The Provider will respond to the Care Consultant's request with 5 days of the Care Consultant's initial contact.
- 5.2 **SourcePoint** Providers shall not initiate service unless **SourcePoint** staff has approved Provider's written, itemized estimate. Any verbal approvals will be confirmed in writing by **SourcePoint** staff. Written approval may be sent to Provider electronically or via fax.
- 5.3 The Provider may not increase the service cost of a client's approved service without prior approval of **SourcePoint** staff.
- 5.4 The Provider must make all reasonable efforts to deliver services as authorized.
 - 5.4.1 In the event of a staff member absence, the Provider must make every effort to furnish a substitute to deliver the services as authorized by **SourcePoint** staff.
 - 5.4.2 In the event services cannot be delivered as authorized, the Provider must promptly notify **SourcePoint** staff of the following information:
 - a. Client Name
 - b. Reason service cannot be delivered
 - c. If subsequent service orders will be affected.

5.4.3 In situations of potential client and/or Provider staff jeopardy, the Provider must participate in **SourcePoint** Provider problem resolution to promote continuing service delivery.

5.4.4 If Provider uses a subcontractor, Provider assures subcontractor meets 4.5.2 requirements.

5.4.5 If Provider uses a subcontractor, Provider assures subcontractor carries and maintains current liability insurance coverage which is customary in the industry or is required by law, whichever is the greater standard.

CONDITION 6. COMPLIANCE

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

Required Elements:

- 6.1 The Provider must furnish documentation demonstrating that all requirements outlined in the applicable service specification(s) have been met, whether delivered directly by Provider or by a subcontractor.
- 6.2 The Provider must allow representatives of SourcePoint access to the Provider Facilities and full access to policies, procedures, records and other documents related to the provision of services covered by the agreement as requested by SourcePoint.
- 6.2 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
- 6.4 **SourcePoint** reserves the right to temporarily suspend or permanently terminate a Provider's participation in the program for failure to comply with our conditions, specifications, policies and procedures.
- 6.5 The Provider shall communicate contract concerns and/or grievances to the **SourcePoint** Provider Relations Specialist.

CONDITION 7. BILLING

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

Required Elements:

- 7.1 The Provider must agree to allow **SourcePoint** to make electronic funds transfers as the method of payment for **SourcePoint** contracted services. Bank account information, including the routing and account numbers, is to be submitted with the application.
- 7.2 The Provider must bill for only those units authorized and delivered which have dated documentation (signed by the client*) for each unit of service delivered. **SourcePoint** is not liable to pay costs arising from changes, modifications or extra work orders without prior authorization by **SourcePoint** staff.

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

- 7.3 The Provider must only bill one payment source for a provided unit of service.
- 7.4 All Providers must notify **SourcePoint** staff in the event that there is an inability to provide service.
- 7.5 **SourcePoint** shall have the right to refuse payment to the Provider when requests for payment are received past the 6th of the month after which the services were provided.

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

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

CONDITION 8. PARTNERSHIP EXPECTATIONS

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

Required Elements

8.1 The Provider shall add SourcePoint' 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*

* Any exceptions must be reviewed and approved by SourcePoint