

**CONTRACTUAL AGREEMENT  
BETWEEN THE  
COUNTY OF CUYAHOGA, OHIO  
AND  
Casleo Corporation dba Global Meals  
for  
Home Delivered Meal Services**

This contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between the County of Cuyahoga, Ohio (the "County"), on behalf of the Cuyahoga County Department of Senior & Adult Services ("DSAS"), 1701 East 12th Street, Lower Level, Cleveland, OH 44114 (herein after referred to as "DSAS") and Casleo Corporation dba Global Meals, a corporation, with principal offices located at 2761 E. 4<sup>th</sup> Avenue Columbus, Ohio 43219 (herein after referred to as "Provider") for the purchase of Home Delivered Meal Services.

**RECITAL**

**WHEREAS** DSAS is charged with the responsibility of administering the Cuyahoga County's OPTIONS Program, and requires specialized services from the Provider to assist DSAS in providing an array of social services to senior residents of Cuyahoga County, and;

**WHEREAS** the Provider is qualified and willing to provide such services as will be needed by DSAS, and;

**WHEREAS** the Provider has demonstrated through a request for proposals that it possesses the necessary expertise, knowledge, resources and initiative to successfully assist DSAS in accomplishing the aforementioned objectives.

**THEREFORE**, in consideration of these tenets, DSAS and the Provider do hereby acknowledge their mutual desire to enter into a contractual contract. This contract expressly requires that the Provider make available to DSAS, the services as articulated above, which are subject to the terms and conditions outlined in the body of this contract. Also all attachments and exhibits are deemed to be a part of this contract and the contents therein are hereby considered legally binding.

The aforementioned parties mutually agree upon the following:

**ARTICLE I - SCOPE OF SERVICES:**

The Provider shall provide the services listed below and in the Conditions of Participation. Please refer to these specifications for a detailed synopsis of what is expected. Such service(s) shall be inclusive of, but not limited to the following:

**Home Delivered Meal Services (HDM)**

**Purpose:** Home Delivered Meal services are designed to sustain and improve the client's health through the provision of one safe and nutritious meal per day.

**Unit of Service:** A unit of service is equivalent to one (1) meal prepared and delivered to the client's residence. The unit rate shall include all administrative costs, travel, documentation time and all applicable fees and costs associated with the provision of the service, including, but not limited to, supplies.

**Service Goal & Objective Requirements:**

**Goal:** Home Delivered Meals will provide one nutritious meal per day.

Objective 1: 100% of meals will be delivered to clients to use before the expiration date.

Objective 2: 100% of meals meant to be reheated will be delivered in microwave safe containers and be capable of also being reheated in an oven.

**Service Requirements:** In addition to the requirements set forth in 173-4-04.1(B 5 through 12), and 173-39-002.1 of the Ohio Administrative Code, providers must meet the following requirements for home delivered meal services.

- The provider shall assure delivery of hot meals between 10:30 AM - 2:00 PM. The provider shall notify client prior to the established delivery time, if the meals will be delayed more than one hour past the established delivery time.
- The provider shall only leave a meal with the client or a person who has prearranged to take delivery of the meals for the client.
- The provider shall develop and implement procedures for assuring the delivery of safe meals.
- The provider shall use supplies and carriers for packaging and transporting meals that are appropriate for the length of the route.
- The provider shall ensure that each meal is nutritionally adequate based on the Recommended Dietary Allowance (RDA)/Dietary Reference Intake (DRI) for persons aged fifty-one (51) years and older and shall meet one of the following:
  - One-third of the RDA; or
  - Physician-ordered therapeutic diet requirements for client.
- The provider shall develop and distribute a standardized menu for clients.
- The provider shall ensure the nutritional adequacy of menus by utilizing required menu pattern, or a computer nutrient analysis, or a combination of both.
- The provider shall ensure that all menu types offered, such as regular and culturally-specific, meet the following requirements:
  - Menus must be pre-approved by a licensed dietitian;

- Menus must include specified serving sizes for each food; and
  - Menu substitutions must retain the nutritional adequacy of the pre-planned menu through pre-approval by a licensed dietitian or adherence to a menu substitution list or procedure pre-approved by a licensed dietitian.
  - Each meal must be delivered portioned into individual servings meant to be consumed in one setting, and variety from meal to meal will be expected.
- Documentation shall demonstrate that all meals are prepared or subcontracted by a provider that is in compliance with Ohio Department of Health Law as set forth in the food service operation Section 3717 of the Revised Code and Chapter 3701-21 of the Administrative Code. The provider shall maintain a copy of a current Ohio food service license for the preparer of meals.
  - The provider shall assure delivery of hot meals with the noon meal between 10:30 A.M. and 3:00 P.M. The provider shall notify the client if delivery of the meal will be delayed more than one hour past the established delivery time. The provider shall furnish written instruction related to the meal delivery and set-up to the driver.
  - The provider that elects to deliver food that requires rethermalization (i.e. reheating), shall use foods that are commercially prepared and/or meet the following criteria:
    - Shall assure that processing adheres to the Hazardous Analysis Critical Control Point (HACCP) system;
    - Shall use only freshly prepared or commercially processed foods (no leftovers);
    - Shall modify preparation techniques to ensure quality when necessary;
    - Shall assure that on-site production be accessible to Options for periodic monitoring.
    - Shall include written preparation directions for both commercially prepared and self-produced meals.
    - Food items including donations shall be from approved sources.
    - Food preparers shall develop and implement a time/temperature monitoring system for food preparation, food handling, food delivery, and maintain documentation.
  - Food preparers shall label meals with a production date.
  - The provider shall develop a system that offers client access to ingredient content of meals. This system must receive prior approval from Options. Upon request, the

ingredient content of foods shall be made available, both to the client and the Options program.

- When a holiday occurs on a day authorized for HDM service, arrangements shall be made to provide the client with an extra meal the day before the holiday.
- The provider shall have a written plan for dealing with food shortages, questionable food items and/or other food delivery problems.
- The provider must develop and implement written contingency procedures for situations such as short-term weather-related emergencies, loss of power, on-site/central kitchen malfunctions, or meal delivery delays. Procedures must include timely participant notification within one hour of the realization of the occurrence.
- The provider must prepare participants for emergencies when the provider may not serve meals as scheduled by instructing participants about keeping shelf stable foods available for use in emergencies, and supply participants with shelf stable meals.
- Shelf stable meals are to be used during bad weather, or other emergency meal replacements, when home delivered meals cannot be delivered. These meals do not require refrigeration and can be consumed at room temperature, if needed.
- To help our homebound clients during emergencies, the provider will:
  - Purchase and/or create one (1) shelf stable meal from the approved menu.
  - Deliver one (1) shelf stable meal to all home delivered recipients upon a client's enrollment.
  - Shelf stable meals should be consumed and replaced by the expiration date.
- Each shelf stable meal is counted as 1 unit of service or 1 meal to be billed during the month it is delivered.
- There is no additional funding for the shelf stable meal as it is replacing a meal your program delivers absent the emergency. If the shelf meal is consumed the provider may invoice for the replacement shelf meal at the contracted unit rate.
- Providers that create their own shelf stable meal need to be aware of the "used by dates" of individual items used. Providers that purchase their meals from a company will need to place expiration dates on the packages. Providers should factor in these costs into their normal unit rate.
- The provider shall develop, implement, and evaluate the effectiveness of an annual Internal Quality Control Plan (IQCP) to assure the preparation and delivery of safe meals. The (IQCP) must reflect the required components defined in the Food Service Operations Law and rules as set forth in Chapter 3732 of the Ohio Revised Code. The provider shall furnish documentation of self-inspection outcome, problems identified and corrective action taken.

- The provider shall assure that liability insurance is in effect for the term of the provider agreement and include coverage for accidental poisoning.

**Sanitation and Safety Requirements:**

- The provider shall ensure that foods are thoroughly insulated and protected from spoilage, rodents, insects, chemicals, and other sources of contamination.
- The provider shall ensure that food shall be transported in containers that maintain the following temperatures:
  - Hot Foods: shall be packed at a temperature of at least 160 degrees F and served at a temperature of at least 140 degrees F. Hot Foods cannot drop below 140 degrees F during transportation.
  - Cold Foods: shall be kept at 45 degrees F or below during transportation, storage and serving.
  - Frozen Foods: shall be kept at 32 degrees F or below during packing, transportation, storage and serving.

**Personnel Requirements:** In addition to the requirements specified in the Conditions of Participation:

- The provider shall follow and document a training plan, in addition to the orientation required by Options, for all personnel (including volunteers) who participate in food preparation, food handling and/or food delivery. The training, at minimum, must develop skills and abilities in all of the following areas:
  - Sensitivity to the needs of persons who are elderly and/or disabled;
  - Handling emergencies;
  - Food preparation (when applicable).
  - Special meal preparation and service, such as therapeutic diets (when applicable);
  - Meal service and meal delivery.
  - Food service sanitation; and
  - Handling hazardous materials (when applicable).
- The provider must have a "Person In Charge" on the premises at all times to ensure that the proper procedures are being followed. This person will need to know the basics of proper food handling within the operation.

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- The provider shall provide evidence of documentation that the home delivered meal transport staff possess a current and valid Ohio Motor Vehicle Driver's License.
- The provider shall ensure that persons delivering food are thoroughly trained in sanitary transporting.

**Structural Requirements:** See Conditions of Participation

**Client Service Management:** In addition to the requirements specified in the Conditions of Participation:

- The provider shall maintain and have available client service delivery documentation that shall include:
  - A daily route log with client names appearing on the log in the order of delivery with time of first and last meal delivered;
  - The number of meals delivered at each visit;
  - The Initials of the person delivering the meal on the day of delivery;
  - A staff person's signature on each daily route log verifying route completion; and
  - The client/caregiver signature or their signed initials of receipt of meals at least monthly verifying delivery of meal.
- The provider shall maintain the following documentation in the client's file:
  - Client specific dietary information
  - Client care plan

#### **ARTICLE II - TERMS OF SERVICE:**

The Provider shall successfully provide all services as specified in the contract commencing on July 1, 2012 and ending on the close of business on June 30, 2014, which serves as the official termination date of this contract. All services outlined in this contract must be performed to the full and complete satisfaction of DSAS.

The Provider's failure to render "satisfactory" services as outlined in the terms and conditions of this contract, its proposal and other contract deliverables specified herein including subcontracted services (if applicable) shall serve as a breach of this contract and provide DSAS with ample justification to terminate this contract at any time period preceding the aforementioned termination date.

#### **ARTICLE III - CONTRACT VALUE:**

Payment for all services provided in accordance with the provisions of this contract is contingent upon the availability and appropriation of local funding and allocation of federal funds annually. **The total amount of the contract shall not exceed \$195,624.00 for the two year contract period.**

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**ARTICLE IV - BILLING RATES/UNITS PER SERVICE CODE:**

Subject to terms and conditions set forth in this contract, DSAS agrees to purchase on behalf of, and the Provider agrees to furnish to eligible Cuyahoga County residents, those specific social service(s) detailed in this contract and in accordance with the Provider's proposal including subcontractor services (if applicable).

Subject to the limitations specified in Article III, the amount to be paid for purchased services pursuant to the terms and conditions of this agreement will be based on the following unit rate(s) and/or fixed rate structure for the duration of this agreement. The Provider agrees to provide the following service units per service code subject to the limitations specified by the unit rate.

Service	Unit Rate	Total Units	Total Value By Service
Home Delivered Meal (HDM)	\$6.50	30,096	\$195,624.00

Total Contract: \$195,624.00

The aforementioned rates will remain in effect for the entire two (2) year contract period.

**ARTICLE V - BILLING INSTRUCTIONS:**

The Provider shall adhere to all billing procedures as listed in Conditions of Participation- (see Exhibit 1 - Billing 6.1-6.13). Under no circumstances shall DSAS be subject to late fees or interest payment penalties. The Provider will invoice DSAS covering purchased services rendered to OPTIONS eligible clients no later than the 10<sup>th</sup> business day of the month following the end of the service month.

Such billing shall include the monthly actual aggregate number of units of service(s) provided per client. Examples of acceptable invoicing and required client summary detail are presented in Exhibit 2 entitled: **OPTIONS Client Summary Detail**. Such unit rates shall be in accordance with the authorized unit rate(s) in Article III of this contract.

All invoices should be forwarded to the attention of:  
Financial Services Unit  
Cuyahoga County Department of Senior & Adult Services  
1701 East 12<sup>th</sup> Street - Reserve Square (Lower Level)  
Cleveland, Ohio 44114

& via email at: DSASOPTIONSBILLING@ODJFS.STATE.OH.US

**ARTICLE VI - TERMS OF PAYMENT:**

DSAS shall reimburse the Provider for all authorized services rendered through the course of this contract.

DSAS shall review all invoices for completeness before making payment within twenty (20) business days after receipt of an accurate invoice. All invoices submitted are subject to adjustment by DSAS before such payment is made in order to adjust for mathematical errors, incorrect rates, or non-covered services; and the reported expenditures are subject to audit by appropriate County, State or Federal officials or an independent audit as described in Article XIII after payment is made.

DSAS shall not be required to, nor will it reimburse the Provider for any administrative cost, fees, or other charges for services rendered above and beyond the unit rate(s) stipulated in Article IV of this contract including any subcontracted services.

Upon receipt from the OPTIONS Administrator, the Financial Services Unit will review the invoice for completeness and accuracy before making payment (within thirty (30) business days of receipt). Payment made will not be subject to late fees or interest payment penalties.

**UNDER NO CIRCUMSTANCES SHALL DSAS REIMBURSE THE PROVIDER MORE THAN \$195,624.00 WHICH IS THE TOTAL OF THIS CONTRACT.**

**ARTICLE VII - BILLING TIME LIMIT:**

DSAS reserves the right to withhold payment from the Provider in the event invoices for services rendered are not submitted for payment in a timely manner based on the following:

- a. Invoices received by DSAS 1 to 3 calendar days after the due date will be subject to a 5% reduction in amount billed to be paid to the provider.
- b. Invoices received by DSAS 4 to 6 calendar days after the due date will be subject to a 10% reduction in amount billed to be paid to the provider.
- c. Invoices received by DSAS later than 7 calendar days after the due date will be subject to a 20% reduction in amount billed to be paid to the provider.

**ARTICLE VIII - DUPLICATE BILLING:**

The Provider warrants that invoices submitted and claims made to DSAS for payment for purchased services shall be for actual services rendered to eligible OPTIONS clients and they are not duplicate claims made by the Provider to other governmental entities, municipalities or non-profit organizations for the same service.

**ARTICLE IX - SUBCONTRACTING: (IF APPLICABLE)**

When deemed necessary to deliver the quantity and quality of services as specified in this contract and/or the Provider's proposal, the Provider may need to subcontract appropriate service(s). All such subcontracted services shall be in the same form as stipulated in this contract and subject to the same terms, conditions, and covenants contained herein. No such subcontracted services shall in any case release the Provider of its liability under this contract. The Provider is responsible for making direct payment to its subcontractors for such service(s) rendered as part of this contract. DSAS will not be required to make direct payment(s) to nor held liable for any payment not made by the Provider for subcontracted services provided under the auspices of this contract.

**ARTICLE X - INDEPENDENT PROVIDER STIPULATIONS:**

The Provider, its employees, agents and subcontractors will act in accordance with the terms of this contract in an independent capacity and not as officers, employees, agents or subcontractors of DSAS and/or the BOCC.



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#### **ARTICLE XI – MAINTAINING CLIENT AND FINANCIAL RECORDS:**

**Client Records** - The Provider shall prepare and maintain independent client records that reflect each OPTIONS client serviced under this contract with DSAS as outlined in the Conditions of Participation (Exhibit 1). The Provider shall keep client files current and in good order.

**Financial Records** – The Provider shall maintain financial records, payroll reports, and other pertinent accounting transactions in good order, which sufficiently and properly reflect direct and indirect costs expended in the performance of this contract and/or used in development of the unit rate(s) for each service proposed under contract.

Such client and financial records shall be subject at all reasonable times to inspection, review and/or audit by duly authorized federal, state or DSAS personnel and are subject to inspection by an individual(s) or entity selected to perform the audit as stipulated in Article XI of this contract.

Such completed records, logs and financial documents shall include but not limited to the following:

##### **A. Client Records:**

1. Client Daily Attendance Records/Logs for all contracted services
2. Client Case File(s)

##### **B. Financial Records:**

1. Payroll Distribution Reports/Time Sheets
2. Current Organizational Chart/Position Descriptions
3. Bank Statements/Cancelled Checks
4. General Ledger
5. Accounts Payable Transactions
6. Audited Financial Statements

#### **ARTICLE XII- AVAILABILITY AND RETENTION OF RECORDS:**

The Provider shall maintain and preserve all financial records related to this contract and other documentation used in the administration of the program including any client information to support and substantiate each service code billed to DSAS as stated in Article IV.

All records must remain in the Provider's possession for a period of seven (7) years after the termination date of this contract as outlined in the Conditions of Participation (Exhibit 1) and/or it must assure the maintenance of and availability of such for a like period of time if in the possession of a second or third party unless otherwise directed by DSAS. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven (7) year period, the Provider shall retain records until completion of this action and all issues which arise from it or until the end of the seven (7) year period, whichever is later.

#### **ARTICLE XIII - RIGHT TO AUDIT:**

DSAS reserves the right to audit and monitor the manner in which the terms and conditions of this contract are being carried out and evaluated through periodic operational reviews, the extent to which the goals and objectives of OPTIONS program are being achieved based on operational reviews as outlined in the Conditions of Participation (Exhibit 1)

- a. Compliance and Operational Reviews will be performed by DSAS for compliance of all deliverables and/or upon request by the County of Cuyahoga Executive, or in tandem with another state/federal agency in the event of adverse information pertaining to the operation of the Provider.

**ARTICLE XVI - RESPONSIBILITY FOR AUDIT/AUDIT EXCEPTIONS:**

The Provider agrees to have an independent financial or operational audit performed by an autonomous firm if required by DSAS on the basis of evidence of misuse of inappropriate accounting of funds. The Provider will make available the audit report findings, within 30 days of receipt, to DSAS and/or the BOCC or its duly appointed agent.

The Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit exception(s) noted during a compliance or financial audit performed by DSAS or any appropriate state or federal agency that directly relates to the service(s) billed and payment made by DSAS. Full and timely repayment is expected in the event of an audit and discovery of audit exceptions including, but not limited to the following:

- a. Services billed and payment made by DSAS for services not covered by the contract.
- b. Duplicate billings, over billings, erroneous billings, and or unsubstantiated \*deceptive claims.

\*As used in this section "deceptive" means knowingly deceiving another or causing another to be deceived, by fake or misleading representation, by withholding information, by preventing another for acquiring information or by any other act, conduct, or omission which creates, confirms or perpetuates a fake impression in as to law, value, state of mind or other objective or subjective fact.

**ARTICLE XV - CONTRACT AMENDMENT:**

This contract may be amended at any time as mutually agreed to by both parties and a written amendment signed by both parties and submitted to the County of Cuyahoga Executive for approval in the same manner required by the County's Procurement Policy. Reasons for amendment may include, but are not necessarily limited to the following:

- a. The quality, quantity or scope of purchased services furnished by the Provider has been reduced or increased.
- b. The quality, quantity or scope of purchased services requested by DSAS has been reduced or increased.
- c. The reimbursable fixed unit rate varies significantly from actual cost.
- d. The Provider fails to meet the necessary state and federal licensing requirements.

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- e. The local match rate changes.
- f. The time period needs to be extended.

In addition, DSAS reserves the right to unilaterally adjust and amend the maximum contract amount should it determine that the maximum contract amount will not be expended during the contract period based on DSAS' quarterly projections. DSAS will give notice of twenty-one days to the Providers affected advising of the proposed amendment before seeking the County's Executive resolution. The purpose of the twenty-one day notice is to give the parties affected a period of time to discuss the proposed adjustment or amendment.

The Provider expressly waives its signature and approval of the contract amendment submitted to the County permitting the adjustment/amendment, based on information provided in the twenty-one day notice referenced above.

#### **ARTICLE XVI - CONTRACT TERMINATION:**

DSAS shall have the right to terminate this agreement for any reason as a result of the Provider's failure to perform all contract deliverables as specified within this contract. Either party shall have the right to terminate this contract upon sixty (60) days written notice to the other party if either party does not meet the terms and conditions specified in this contract. The Provider shall provide all services required by this contract up to and including the date of termination, and shall be compensated upon receipt of an itemized invoice for services rendered. Under no circumstance shall DSAS be responsible for or subject to any type of penalty and/or interest payment upon the cancellation of this contractual contract.

#### **ARTICLE XVII - SAFEGUARDING/CONFIDENTIALITY OF CLIENT'S INFORMATION:**

subcontractors or any information concerning client's information for any purpose not directly related to the administration of this contract or carrying out its responsibilities is prohibited except upon the written consent of the client or his/her responsible guardian and/or DSAS.

#### **ARTICLE XVIII - ANTI-DISCRIMINATION:**

DSAS and the Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VII of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments including the Americans With Disabilities Act of 1992.

It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract.

The Provider also agrees as a condition of the contract to comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto.

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If the Provider or its agents or subcontractors are found to be out of compliance with any aspects of this provision, it may be subject to investigation by DSAS, the Board of

County Executive or its duly appointed agent and subject to termination of this contract.

#### **ARTICLE XIX – SALE OR TRANSFER OF OWNERSHIP**

The Provider must notify DSAS of impending sale or transfer of business. Upon sale or transfer of ownership of said business, the following procedures will apply:

- a) The new owner/proprietor will have the opportunity to continue to provide services at the unit rate(s) & conditions contained within this contract.
- b) If new owner/proprietor wishes not to provide service at the unit rate agreed upon within this contract or conditions contained herein, upon sale or transfer of said business this contract becomes void.

#### **ARTICLE XX- INDEMNITY:**

The Provider agrees that it will, at all times during the existence of this contract indemnify and save the County of Cuyahoga, all of its departments, agents and employees harmless from suits or actions of every nature and description, brought against the County, any and all of its officers, agents, servants or employees, thereof, for or on account of any injuries or damages received or sustained by a party or parties from any act of Provider, its servants or agents that arise out of the injuries or damages sustained during performance of services against this contract.

#### **ARTICLE XXI - INSURANCE:**

The Provider shall have in effect during the term of the contractual contract comprehensive auto and general liability insurance (if applicable) wherein **CUYAHOGA COUNTY AND ITS EMPLOYEES ARE NAMED AS CO-INSURED OR ADDITIONAL INSURED.** This insurance shall protect the Provider, Cuyahoga County and its employees, and any subcontractor(s) performing work covered by the contractual contract against claims for damage for personal injury including accidental death, as well as for property damages which may arise from operations under the contractual contract whether such operations be by Provider or by any subcontractors or by anyone directly or indirectly employed by either of them. An exact copy of such insurance policy or policies shall be made available to the contracting authority for review upon request.

Such policy or policies should be inclusive of a Certificate of Insurance with the following minimum levels:

- a. **Bodily Injury Liability:**  
\$250,000 per person, \$500,000 per accident
- b. **Property Damage Liability:**  
\$50,000 per accident, \$100,000 per aggregate.
- c. **Comprehensive Automobile Liability:**  
\$250,000 per person, \$500,000 per accident.

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The Provider shall also either (1) require each of its subcontractors to procure and to maintain during the life of the subcontract, Subcontractor's Public Liability, Property Damage and Vehicle Liability Insurance (if applicable) of type and in the amounts specified above, or (2) the Provider shall insure the activities of its subcontractors in its own policy as specified above.

The policy or policies shall contain the following, special provisions: "The Company agrees that ten (10) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the contract involved, written notice shall be mailed to the Department of Senior & Adult Services".

**ARTICLE XXII - PUBLICITY:**

In any publicity release or other public reference including media release, information pamphlets, etc., on the services provided as part of this contract, it will clearly state that the project is in part funded by the County of Cuyahoga Executive.

**ARTICLE XXIII - ELECTRONIC TRANSACTIONS:**

By entering into this Agreement, I agree on behalf of the contracting or submitting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons, to be bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

**IN WITNESS WHEREOF**, the County of Cuyahoga, Ohio and the Provider have each caused this contract to be signed and delivered by its duly authorized representative as of the date first written above.

**COUNTY OF CUYAHOGA, OHIO**

**Casleo Corporation dba Global  
Meals**

Edward FitzGerald, County Executive

By: Olga L. Hrynjuk

By: Edward FitzGerald/apc  
2012-06-22 12:57:06  
Edward FitzGerald, County Executive

**Exhibit 1****Conditions of Participation****Options RFP****Minimum Provider Requirements:**

- 1.1 The provider shall disclose ownership and have a written statement defining the purpose of their business or service agency.
- 1.2 The provider shall have a written statement of policies and directives, by-laws and articles of incorporation.
- 1.3 The provider shall have a written table of organization that clearly identifies lines of administrative and supervisory authority and responsibility to the direct care level.
- 1.4 The provider shall operate in compliance with all applicable federal, state and local laws.
- 1.5 Provider shall have a written statement supporting compliance with nondiscrimination laws, federal wage and hour laws, Worker's Compensation laws and the Americans with Disabilities Act in the recruitment and employment of individuals.

**Physical Facility**

- 2.1 The provider shall have a physical facility from which to conduct business.
- 2.2 The provider shall have the ability to receive referrals via e-mail, telephone and/or fax machine and an employee available to take referrals between 9:00 a.m. and 4:00 p.m. Monday through Friday.
- 2.3 The provider shall provide a secure locked storage space for all DSAS client records.
- 2.4 The facility of providers delivering on-site services must meet ADA standards.
- 2.5 Providers delivering on-site services to clients shall have a documented facility fire and emergency safety plan that includes conspicuously posted evacuation procedures.
- 2.6 Providers delivering on-site services to clients shall document annual inspection and routine maintenance of fire extinguisher(s) and smoke alarms and quarterly evacuation drills.

**Administrative Policies**

- 3.1 The provider shall have a system to document services delivered and billed that complies with Options program requirements.
- 3.2 The provider shall make all Options client documentation available to DSAS within 24 hours of the request by a DSAS representative.

- 3.3 The provider shall have a written procedure, which identifies the steps a client shall take to file a liability claim.
- 3.4 The provider shall have a written procedure for reporting and documenting all client incidents.
- 3.5 The provider shall notify Options within 24 hours of any adverse incidents and document the notification on an incident report.
  - 3.5.1 Adverse incidents are incidents where a client's health and/or well-being have been negatively affected during the delivery of service and/or incidents affecting the provider's ability to deliver service in accordance with the contract.
- 3.6 The provider shall maintain a file for each Options client and it must contain the following:
  - 3.6.1 Client name, address and telephone number
  - 3.6.2 Client date of birth and sex
  - 3.6.3 Alternate client contact person's name and telephone number as applicable.
  - 3.6.4 Emergency contact name and phone number
  - 3.6.5 DSAS referral
  - 3.6.6 Options case manager name and telephone number
  - 3.6.7 Initial client assessment (does not apply to chore, grab bars, emergency response or transportation services)
  - 3.6.8 Functional limitations of client relevant to service(s) authorized
  - 3.6.9 Signed and dated documentation of each contact with the client, DSAS or other authorized persons.
- 3.7 The provider shall obtain written approval from the client to release client specific information to sources outside of DSAS and have a written policy regarding confidentiality. Client information via computer, verbal or paper is confidential. Client confidentiality must be protected at all times in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 3.8 The provider and its representatives shall not bill any DSAS client for DSAS services delivered OR solicit clients for donations. This includes prohibition against adding DSAS clients to general solicitation mailing lists.
- 3.9 The provider shall retain all records supporting service delivery to DSAS clients for a period of seven (7) years after the client terminates service with the provider.
- 3.10 The provider shall have a written grievance procedure for the purpose of resolving client complaints. The provider shall inform all clients of their right to file a grievance and shall give the client the name and telephone number of the provider's contact person

responsible for addressing grievances. The provider shall notify the Options Administrator of any and all client grievances.

- 3.11 In the event the contracted provider merges with or is purchased by another provider, all rates determined by the original provider shall remain in effect for the life of this contract.
- 3.12 The provider is required to display the Cuyahoga County logo and the following statement: "This program is funded in part by Cuyahoga County and the residents of Cuyahoga County through the Health & Human Services Levy." on any publicity release or other public reference including media release, information pamphlets, client sign-in sheets, etc., released or utilized for the contracted service(s).
- 3.13 The provider shall notify the DSAS Procurement & Contractual Services Administrator in writing of any significant policy concerns or financial issues, as well as, all notifications regarding changes in name, corporate structure, service provision, office relocation etc.
- 3.14 The provider shall allow representatives of DSAS access to the provider's facility and full access to policies, procedures, records and other documents related to provision of service to DSAS clients at any time, and shall cooperate with said representatives in periodic reviews.
- 3.15 If the provider is located outside Cuyahoga County, then it is the provider's responsibility to provide all requested materials for auditing purposes.
- 3.16 In the event DSAS determines through the course of a review that a provider has been reimbursed for service units delivered in non-compliance of the contract, the provider shall be required to reimburse DSAS.
  - 3.16.1 In recovering funds, DSAS may deduct the amounts owed from future payments to the provider until the recovery is satisfied.
  - 3.16.2 In the event insufficient funds remain on the provider's existing contract to satisfy the recovery, the provider will be required to repay DSAS by a check drawn on the provider's financial institution.
- 3.17 The provider shall have a representative from their agency attend all provider meetings called by DSAS.
- 3.18 The provider is required to measure their performance against the goals and objectives set for each service every six months and report their progress in writing to DSAS. These written progress reports are due to DSAS by January 31, 2013, July 31, 2013, January 31, 2014 and July 31, 2014.

#### **Personnel Policies**

- 4.1 The provider shall have written job descriptions or statement of job responsibilities that include qualifications and expectations for each position involved in the direct delivery of Options services.



- 4.2 The provider must ensure that staff possesses the appropriate skills and qualifications to perform the job.
- 4.3 The provider must ensure the drug-free workplace requirements contained in Appendix 4 are adhered to.
- 4.4 BCII (Bureau of Criminal Identification and Investigations) background checks shall be completed on all workers who provide services in client homes, including direct service workers and supervisory personnel, regardless of hire date demonstrating their ability to work with seniors in accordance with the OAC 173.901.
- 4.5 Provider shall maintain information on every staff member (including volunteers and contract workers), who provides direct service to Options clients. This file shall include:
  - 4.5.1 Resume or employment application that includes work history.
  - 4.5.2 Written verification of license(s) and/or certification and valid drivers' license, if applicable.
  - 4.5.3 Those persons performing acts of service which require licensure shall hold a current license to practice in the State of Ohio.
  - 4.5.4 Copies of yearly performance appraisals signed by the staff member.
  - 4.5.5 Results of BCII background checks.
  - 4.5.6 Results of annual drivers check required for vehicle operators.
  - 4.5.7 Evidence of successful completion of mandatory training requirements.
- 4.6 The provider shall have documentation signed and dated by the staff member, which indicates completion of an orientation prior to servicing an Options client including:
  - 4.6.1 Employee position description
  - 4.6.2 Agency personnel policies
  - 4.6.3 Reporting procedures and policies
  - 4.6.4 Agency table of organization
  - 4.6.5 Lines of communication
  - 4.6.6. Options program purpose, philosophy, policies and procedures, issues surrounding confidentiality, expected code of ethics.
  - 4.6.7 A list of task permitted and not permitted under the client's care plan (see service specifications)

**Service Delivery**

- 5.1 The provider shall only initiate services awarded by Options.

5.2 The provider shall deliver services in compliance with the specifications and care plan designed and authorized by DSAS in accordance to the provider's proposal.

5.3 The provider shall respond to DSAS Requests for Service by phone, e-mail or fax and reply within 24 hours (one business day) of the date the referral was made.

5.3.1 The provider shall respond within 4 hours for all emergency requests for service as identified by DSAS.

5.4 The provider shall inform Options within three (3) working days prior to the start date if the start date, agreed upon by the provider and Options, must be changed.

5.5 In the event services cannot be delivered or provided as authorized, or there is a change in schedule, the provider shall notify the Options case manager, in writing, no later than 9:00 A.M. on the day service delivery is due. The notification should include:

5.5.1 Client name

5.5.2 Reason why service cannot be provided

5.5.3 If subsequent service orders will be affected.

5.5.4 What steps are being taken to deliver the service.

5.6 The provider must have prior written approval from Options to increase or decrease service units or to change a service schedule. Violation of this specification will result in refusal of payment.

5.7 The provider shall notify the PCS Administrator in writing at least sixty (60) days before terminating a contracted service.

5.8 The provider shall immediately notify the Options case manager by phone, e-mail, or fax of the following:

5.8.1 Changes in client status (health, mental health, or death)

5.8.2 Changes in client address or living arrangement

5.8.3 Client's admission to an institution (nursing home, hospital, rehab.)

5.9 The provider shall obtain documentation, signed and dated, by the client for each instance of service delivery, with the exception of Home Delivered Meals.

5.9.1 The provider shall have written procedures for verifying service delivery when a client signature cannot be obtained.

5.9.2 Providers of home delivered meals must obtain client signature acknowledging receipt of meals at least once a month.

5.10 The provider shall make all reasonable efforts to deliver services and utilize an alternative plan for back up when necessary.

5.11 To promote the continuation of service delivery, the provider shall participate with Options in problem resolution in situations of potential client and/or provider staff jeopardy.

## **BILLING**

6.1 The provider shall submit their complete and accurate monthly invoice electronically no later than the 10<sup>th</sup> business day following the month of service. Only one bill will be accepted each month, and the bill should not contain billing for any previous month.

6.1.1 Invoices received by DSAS 1 to 3 business days after the due date shall be subject to a 5% reduction in amount billed to be paid to the provider.

6.1.2 Invoices received by DSAS 4 to 6 business days after the due date shall be subject to a 10% reduction in amount billed to be paid to the provider.

6.1.3 Invoices received by DSAS more than 7 business days after the due date shall be subject to a 20% reduction in amount billed to be paid to the provider.

6.2 Options shall have the right to refuse payment to the provider when the first and only bill is not received within 60 days of the date of service delivery.

6.3 Providers shall submit their invoices for payment to DSAS by submitting an electronic file created by the provider's billing system contingent upon the file meeting DSAS billing specifications. This may change with notification.

6.4 Options is not liable to pay costs arising from changes, modifications or extra work orders not authorized in advance by Options, except during emergency situations.

6.5 The provider shall bill for actual units of service delivered rounded off to the nearest quarter unit for (1) one hour units.

6.6 The provider shall not bill for workers' time spent for travel, breaks, meal breaks or administrative activities. These costs should be calculated into the unit cost.

6.7 The provider may bill for time direct service workers spend in client care conferences as authorized by Options. In these cases, Options will receive their receipt of service form and retain the client copy in the record.

6.8 An Options client or case manager may cancel a service unit without incurring a charge by contacting the provider before 4:00 p.m. the day before the scheduled day of service. If the provider is notified after this time or does not receive a notice of cancellation, the provider may bill Options as follows:

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- 6.8.1 All providers with the exception of providers of Emergency Response Services may bill for a maximum of (1) one unit of service.
- 6.8.2 All provider's shall document in the client record the notification given of the cancellation including, the person who notified the provider of the cancellation, the time of notification and the reason given for the cancellation.
- 6.8.3 ERS providers may bill according to the "unit of service" chart contained in the ERS specifications.

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- EXHIBIT 2-

Vendor Name:  
Address:  
City, State, Zip:

**\*\*SUMMARY INVOICE\*\***

**INVOICE PERIOD:** \_\_\_\_\_

**ALL CLIENT TOTAL**

SERVICES PROVIDED	TOTAL UNITS DELIVERED	APPROVED COST	AMOUNT DUE
Total Amount Due			

**Report prepared by:** \_\_\_\_\_ **Phone: (    )** \_\_\_\_\_

I certify that the information contained in this invoice is accurate to the best of my knowledge, and that all units of service reported herein were provided in accordance with the conditions of the contract.

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

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**APPENDIX 4**  
**U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

By signing this proposal, the applicant is providing the certification set out below:

This certification is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. The regulations, published in the May 25, 1990 Federal Register, require certification by grantees that they will maintain a drug-free workplace. The certification set below is a material representation of fact upon which reliance will be placed when Health and Human Services (HHS) determines to award the contract. If it is later determined that the Provider knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HHS, in addition to any other remedies available to the Local, State and Federal Government, may take action authorized under the Drug-Free Workplace Act. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of contract, or government wide suspension or debarment.

Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplace at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

Workplace identifications must include the actual address of building (or parts of building) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State Highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

If the workplace identified to HHS changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see above).

Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 USC 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a pleas of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees; (ii) all "indirect charge" employees; (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll.

This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent

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contractors not on the grantee's payroll; or employees of sub recipients or subcontractors in covered workplaces).

The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the subcontractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace; (2) The subcontractor's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the contract is given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract, the employee will:
  - (1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notice. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).