

**CUYAHOGA COUNTY DIVISION OF SENIOR & ADULT SERVICES  
SERVICE AGREEMENT BETWEEN THE**

**CUYAHOGA COUNTY  
and  
City of Parma Heights**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the County of Cuyahoga, Ohio (the "County"), on behalf of the Cuyahoga County Division of Senior & Adult Services ("DSAS"), 13815 Kinsman Road, Cleveland, OH 44120 (herein after referred to as "DSAS") and the City of Parma Heights, a municipality, with principal office located at 6281 Pearl Road, Parma Heights, OH 44130 (herein after referred to as "Vendor") for the purchase of Congregate Meals and Transportation Services.

**RECITAL**

Whereas, DSAS requires specialized community center-based services from the Vendor to assist DSAS in providing an array of social service(s) to seniors and at-risk adult residents of Cuyahoga County, and;

Whereas, the Vendor is qualified and willing to provide such services as will be needed by DSAS, and;

Whereas, the Vendor has demonstrated through a request for proposal 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 Vendor do hereby acknowledge their mutual desire to enter into a service agreement. This agreement expressly requires that the Vendor make available to DSAS, social services which are subject to the terms and conditions outlined in the body of this contract. Also, all attachments and appendices 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 Vendor shall provide the service(s) listed below, in the Vendor's proposal and in the Conditions of Participation (Appendix A); such service(s) shall be inclusive of, but not limited to the following:

**Congregate Meal Service Specifications:**

**Purpose:** To provide a nutritious meal in a congregate setting to strengthen and maintain the well-being of seniors and at-risk adults.

**Unit of Service:** One unit of congregate meal service is equal to one (1) meal. The unit rate must include all applicable fees and costs associated with the provision of the service requirements. The County will reimburse the vendor for a maximum of one (1) unit of congregate meal service delivered to a client per day.

**Service Goal & Objective Requirements:**

Goal 1: To avoid &/or reduce isolation experienced by clients by providing nutritious meals in a congregate setting.

Objective 1-1: 75% of clients will receive a congregate meal offered by the vendor and meeting the service specifications at least once a week.

Goal 2: To improve the nutritional health of clients by providing meals that meet 1/3 of the daily recommended allowance for healthy men and women aged 60 and older.

Objective 2-1: 25% of clients will receive a congregate meal offered by the vendor and meeting the service specifications at least three times a week.

Objective 2-2: 50% of clients will receive a congregate meal offered by the vendor and meeting the service specifications at least twice a week.

**Service Requirements:** Vendors of Congregate Meal services must meet the requirements set forth in 173-4-05 and 173-4-08 of the Ohio Administrative Code.

Each meal must meet one third (1/3) Recommended Dietary Allowance (RDA) as verified by a Licensed Dietitian.

The vendor must establish no less than a four-week cycle for all meals with no less than three seasonal changes.

All meals prepared must be in compliance with the Ohio Department of Health (ODH) Law and Rules (ORC 2231.32) for Food Service Operations and the vendor must have a current Ohio Food Service Operation License.

The vendor shall develop, implement and evaluate the effectiveness of an annual Internal Quality Control Plan (IQCP) to assure the preparation 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 Revised Code. The vendor shall furnish documentation of self-inspection outcome, problems identified and corrective action taken.

The vendor that elects to serve 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 DSAS 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, and food delivery, and maintain documentation.

The vendor shall develop a system that offers client access to ingredient content of meals. Upon request, the ingredient content of foods shall be made available to both the client and DSAS.

The vendor must follow a written meal reservation procedure that does not create unnecessary barriers to the participation of eligible persons.

#### Nutritional Adequacy

The vendor shall ensure the nutritional adequacy of menus by utilizing required menu patterns, or a computer nutrient analysis, or a combination of both.

The vendor shall implement the most recent U.S. Dietary Guidelines.

The vendor shall ensure that all menu types offered, such as regular and culturally-specific, meet the following requirements:

- The menu types have been pre-approved by a licensed dietitian;
- The menu types include specified serving sizes for each food; and
- All menu substitutions 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.

#### Sanitation and Safety Requirements

The vendor shall ensure that foods are thoroughly insulated and protected from spoilage, rodents, insects, chemicals, and other sources of contamination.

A vendor cited for critical items during a local Health Department inspection shall make available a copy of that inspection report and the follow-up report to DSAS within five (5) business days of receipt from the inspection agent. The vendor shall make available upon DSAS' request, a copy of any local Health Department inspection reports.

A vendor cited by the Ohio Department of Agriculture shall make available a copy of the findings and a corresponding corrective plan to DSAS within five (5) business days of receipt from the regulatory agent.

#### Summary of Required Documentation

The vendor for Congregate Meals shall maintain the following documentation:

- Client specific dietary information.
- Most recent Food Service Operation Inspection Report.
- Client Service Delivery Documentation.

- Internal Quality Control Plan and Outcome.
- Standardized Menus.
- Written procedure for back-up plan.
- Current Food Service License.
- Training Records.

**Personnel Requirements:** In addition to the requirements specified in the Conditions of Participation, the vendor 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 with the operation.

The vendor shall follow and document a training plan, in addition to the orientation required by DSAS, 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;
- Food service sanitation; and
- Handling hazardous materials (when applicable).

**Structural Requirements:** In addition to the requirements specified in the Conditions of Participation, the vendor must ensure each client receiving congregate meals has a chair and space at a table in which to dine.

**Client Service Management:** See Conditions of Participation

#### **Transportation Service Specifications:**

**Purpose:** Transportation services are designed to move clients to and from the vendor's services, field trips, and other locations via a motorized vehicle.

**Unit of Service:** One unit of transportation service equals a one-way trip. The unit rate must include all applicable fees and costs associated with the provision of the service requirements. The County will reimburse the vendor for a maximum of 6 units of transportation service delivered to a client per day.

**Service Goal & Objective Requirements:**

Goal 1: To avoid &/or reduce isolation experienced by clients by providing transportation to & from community locations.

Objective 1-1: 50% of clients will utilize the vendor's transportation services to access its on-site programs at least twice a week.

Objective 1-2: 25% of clients will utilize the vendor's transportation services to visit local restaurants, theatres, museums, entertainment venues and other cultural trips organized by the center at least six times a year.

Goal 2: To enable clients to increase &/or maintain their independence by providing transportation to meet their shopping, banking and prescription needs.

Objective 2-1: 25% of clients will utilize the vendor's transportation services to access grocery stores at least once a month.

**Service Requirements:** Vendors of transportation services must meet the requirements set forth in 173-3-06.6 of the Ohio Administrative Code.

The vendor must ensure and document that all operators and owners of vehicles maintain proof of financial responsibility as required in Ohio Revised Code (ORC) Section 4509.101 for each vehicle utilized. A copy of the valid certificate of insurance and vehicle registration must be maintained in each vehicle.

The vendor shall document that an annual check on each vehicle operator has been successfully completed with the Ohio Bureau of Motor Vehicle OBMV.

The vendor must maintain documentation of an annual vehicle inspection by a certified mechanic certified by the National Institute for Automotive Service (i.e., "ASE certified").

The vendor must maintain documentation of daily inspection and testing of wheelchair lift prior to transporting any client that day.

The vendor shall have a written plan for regularly scheduled maintenance and safety inspection for the vehicles in service and shall document compliance with the plan.

Safety belts are required for each client transported, unless the vehicle is exempted by state law.

**Personal Qualifications:** In addition to the requirements specified in the Conditions of Participation, the vendor must ensure that all vehicle operators meet the driver qualifications listed in 173-3-06.6 of the Ohio Administrative Code.

**Structural Requirements:** N/A

**Client Service Management:** In addition to the requirements specified in the Conditions of Participation, the vendor must provide daily service logs or trips sheets (i.e., driver manifests) that include service data as follows:

- a. Date of Service
- b. Client name, pick-up point, time of pick-up, destination point and time of drop-off
- c. Service units
- d. Driver's name and driver's signature

**ARTICLE II - TERMS OF SERVICE:**

The Vendor shall successfully provide all services as specified in the contract commencing on **January 1, 2013** and ending on the close of business on **December 31, 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 Vendor's failure to render "satisfactory" services as outlined in the terms and conditions of this agreement, 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 \$169,862.00 for the contract period.**

<i>Service Code</i>	<i>Service</i>	<i>Unit Rate</i>	<i>Units</i>	<i>Total Contracted Reimbursement Value</i>
728	Congregate Meals	\$6.35	16,000	\$78,232.00
735	Transportation	\$5.95	20,000	\$91,630.00
Grand Total:				\$169,862.00

The contract award is also contingent upon financial participation by the Vendor with a required match rate of 23% annually for all billable services.

**ARTICLE IV - LIMITATION ON SOURCE OF LOCAL MATCH:**

- a. The Vendor warrants that any costs incurred pursuant to this contract will not be allowable to or included as a cost of any other county, state or federally financed program in either the prior, current or future periods.
- b. The Vendor further warrants that its 23% local match is not provided from any source that is prohibited by county, state or federal law.

**ARTICLE V - 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 Vendor agrees to furnish to eligible Cuyahoga County residents, those specific social service(s)

detailed in this contract and in accordance with the Vendor's proposal including subcontractors 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 Vendor agrees to provide the following service units per service code subject to the limitations specified by the unit rate.

Unit Rate: \$6.35      Service: Congregate Meals      Units: 16,000

Unit Rate: \$5.95      Service: Transportation      Units: 20,000

The aforementioned rates will remain in effect for the entire contract period.

**ARTICLE VI – BILLING INSTRUCTIONS:**

The Vendor will receive a list of eligible clients from DSAS on or around the tenth (10) business day of each month. From this list, the Vendor will create and submit a billing roster for each service that shall include the number of units of services provided daily per client.

**Monthly Rosters:** The Vendor will submit a billing roster to DSAS covering contracted services rendered to eligible individuals. Billing rosters will be due by the 10<sup>th</sup> Business day following the monthly transmission of the list of eligible clients by DSAS. Such rosters shall include the actual units of services provided by service code in accordance with Article I and the unit rate based on the authorized rate in Article V.

All Billing Rosters should be returned via email at:

**DSASCSSPBilling@yahoo.com**

**ARTICLE VII – SUBMISSION OF MONTHLY EXPENSE REPORTS:**

At the close of each month the Vendor will, within fifteen (15) business days, submit to DSAS, a monthly program expense report (**see Exhibit 3**) for each service under contract with the DSAS. The monthly expense report shall include and itemize all actual expenses both direct and indirect charges expended in the performance of all community-based services under contract with the DSAS. All expense reports shall be submitted monthly via email to:

**DSASCSSPAUDIT@ODJFS.STATE.OH.US**

**ARTICLE VIII – TERMS OF PAYMENT:**

DSAS will review such roster(s) for completeness before making payment within twenty (20) business days after receipt of an accurate billing roster. All billing rosters submitted are subject to adjustment by the DSAS before such payment is made in order to adjust for mathematical errors, incorrect rates, non-covered services and/or review recoveries; and the reported expenditures are subject to audit by appropriate County, State or Federal officials or an independent audit as describe in Article XVII after payment is made. **Under no circumstances shall this contract exceed \$169,862.00 for the contract period.**

**Reimbursement Rate** - All services will be reimbursed at a rate of 77% of the roster total. DSAS shall not be required to, nor will it reimburse the Vendor for any administrative costs, fees, or other charges for services rendered above and beyond those specified in Article I or the unit rates identified in Article V of this agreement including any subcontracted services.

**ARTICLE IX – BILLING TIME LIMIT:**

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

- a. Billing Rosters received by DSAS 1 to 3 business days after the due date will be subject to a 5% reduction in the amount billed to be paid to the Vendor.
- b. Billing Rosters received by DSAS 4 to 6 business days after the due date will be subject to a 10% reduction in the amount billed to be paid to the Vendor.
- c. Billing Rosters received by DSAS 7 or more business after the due date will be subject to a 20% reduction in the amount billed to be paid to the Vendor.
- d. DSAS retains the right to refuse payment to the Vendor when requests for payment are not received within sixty (60) days of the due date.

**ARTICLE X - DUPLICATE BILLING:**

The Vendor warrants that rosters submitted and claims made to DSAS or the County for payment for purchased services shall be for actual services rendered to eligible individuals and they are not duplicate claims made by the Vendor to other government entities, municipalities or non-profit organizations for the same service.

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

When deemed necessary to deliver the quantity and quality of services as specified in this contract and/or the Vendor's proposal, the Vendor may need to subcontract appropriate services.

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 Vendor of its liability under this contract. The Vendor is responsible for making direct payment to its subcontractors for such service(s) rendered as part of this agreement. DSAS will not be required to make direct payment(s) to nor held liable for any payment not made by the Vendor for subcontracted services provided under the auspices of this contract.

**ARTICLE XII – REFERRAL AND ELIGIBILITY DETERMINATION PROCEDURES:**

If an individual initially applies to the Vendor, the service will be initiated in accordance with the procedures outlined in the RFP (see Attachment I). If individuals initially apply to DSAS for purchased services, DSAS will provide all applicants with a list of those Vendors offering the appropriate service(s) who are under contract to the DSAS and/or a referral may be made to a service specific Vendor. The Vendor of service is solely responsible for determining eligibility, completing the Client Registration Form (CRF), and its submission to DSAS. Unless otherwise specified in this contract, eligibility for each contracted service will be determined as follows:



**ARTICLE XIII - INDEPENDENT VENDOR STIPULATIONS:**

The Vendor, 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 County.

**ARTICLE XIV – MAINTAINING CLIENT AND FINANCIAL RECORDS:**

**Client Records** - The Vendor shall prepare and maintain independent client records that reflect client eligibility and participation in community-based services under contract with DSAS as outlined in Article XII and in the "Accounting and Record Keeping Standards" (**see Exhibit I**). The Vendor shall keep client files current and in good order; all completed daily attendance records, client registration forms (CRF), redetermination forms, etc., shall be dated and include the signature of all clients participating in the service or activity under contract with the DSAS. Records must be completed daily and, if applicable, the hours of program participation shall be clearly noted. Each client file shall contain a copy of the completed CRF and other documents as stipulated in Article XII and proof of initial service assessments and/or service reassessments. Such records shall be subject at all reasonable times to inspection, review and/or audit by duly authorized federal, state and DSAS personnel and are subject to inspection by an individual(s) or entity selected to perform the audit as stipulated in Article XVI of this contract. Required formats and examples of acceptable client daily attendance records, logs, etc., for each service under contract with DSAS are attached (**see examples 1 – 3 as applicable**). Any variations from these forms require prior expressed, written authorization from DSAS

**Financial Records** – The Vendor shall maintain independent financial records, payroll reports, and other pertinent accounting transactions in good order, which sufficiently and properly reflect all direct and indirect costs expended in the performance of this contract, contained in the monthly expense report and/or used in development of the unit rate for each community-based service(s) under contract with the DSAS.

Financial records shall be maintained as stipulated in the "Accounting and Record Keeping Standards" (**see Exhibit I**). Such records shall be subject at all reasonable times to inspection, review and/or audit by duly authorized federal, state and DSAS personnel and are subject to inspection by an individual(s) or entity selected to perform the audit as stipulated in Article XVI 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) and Valid Eligibility Verification
3. Client Registration Forms
4. Client Redetermination Forms (as applicable)
5. Client (Re) Assessment Forms (as applicable)
4. Billing Rosters

**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. Program Specific Cash/Revenue Receipts
7. Audited Financial Statements

**ARTICLE XV - AVAILABILITY AND RETENTION OF RECORDS:**

The Vendor 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 I.

All records must remain in the Vendor's possession for a period of seven (7) years after the termination date of this contract 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 Vendor 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 XVI - 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 performance audits, the extent to which, the goals and objectives of all contract deliverables are being achieved based on the following scheduled field audits and operational reviews:

- a. Financial Audits will be performed by DSAS at least twice annually and upon request by the County or in tandem with another state/federal agency in the event of adverse information pertaining to the operation of the Vendor.
- b. Compliance and Operational Reviews will be performed by DSAS at least annually for administrative and programmatic compliance of all contract deliverables and/or upon request by the County, or in tandem with another state/federal agency in the event of adverse information pertaining to the operation of the Vendor. At least one audit will be announced and one audit may be unannounced.

**ARTICLE XVII - RESPONSIBILITY FOR AUDIT:**

The Vendor agrees to conduct an independent audit of expenditures or determinations of eligibility or both if required by DSAS on the basis of evidence of misuse or improper accounting of funds or in determinations of eligibility for which the Vendor is responsible. The Vendor will make available the audit report findings, within 30 days of receipt, to DSAS and/or the County or its duly appointed agent.

**ARTICLE XVIII - RESPONSIBILITY FOR AUDITED FINANCIAL STATEMENT:**

The Vendor agrees to submit annually its audited financial statement as prepared by an independent accounting firm at the close of each fiscal year. A complete copy of the audited financial statement must be submitted to DSAS within thirty (30) days after receipt to:

Division of Senior and Adult Services  
Attn: Procurement & Contractual Services  
13815 Kinsman Road  
Cleveland Ohio 44120

**ARTICLE XIX - RESPONSIBILITY FOR AUDIT EXCEPTIONS:**

The Vendor 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 services 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 received on behalf of individuals and families who are determined ineligible for services rendered that were not in accordance with policies and procedures established by this contract.
- b. services billed and payment made by DSAS for services not covered by the contract.
- c. duplicate billings, over billings, erroneous billings, and or unsubstantiated \*deceptive claims.

The Vendor is **not** required to repay an overpayment caused by the negotiated rate being in excess of the Vendor's actual costs unless that rate was based upon: non-allowable or deceptive claims of estimated costs; projected expenditures for additional goods, services or personnel which the Vendor did not secure; or the contract was negotiated on a cost reimbursable basis.

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

**ARTICLE XX - 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 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 Vendor 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 Vendor fails to meet the necessary state and federal licensing requirements.
- 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 Vendors affected advising of the proposed amendment before seeking the County's 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 Vendor 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 XXI - CONTRACT TERMINATION:**

DSAS shall have the right to terminate this agreement for any reason. Either party shall have the right to terminate this contract upon thirty (30) days written notice to the other party if either party does not meet the terms and conditions specified in this contract. The Vendor 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 billing roster on a monthly basis for services rendered. The compensation against this contract shall not exceed the total value stipulated in Article III. Under no circumstances shall DSAS be responsible for or subject to any type of penalty and/or interest payment upon the cancellation of this contract.

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

The Vendor agrees that the use of, or disclosure by any of its employees, agents and subcontractors of 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 XXIII - ANTI-DISCRIMINATION:**

DSAS and the Vendor 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 Vendor 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 Vendor 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.

If the Vendor 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 County or its duly appointed agent and subject to termination of this contract.

**ARTICLE XXIV - INDEMNITY:**

The Vendor 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 the Vendor, its servants or agents that arise out of the injuries or damages sustained during performance of services against this contract.

**ARTICLE XXV - INSURANCE:**

As provided by law, the Provider will assume the risk of and responsibility for damages caused by it in the course of performing services under this contract.

**ARTICLE XXVI - PUBLICITY:**

In any publicity release or other public reference including media release, information pamphlets, client sign-in sheets, etc., on the services provided as part of this contract, it will clearly state that the project is funded in part by Cuyahoga County through the Health & Human Services Levy.

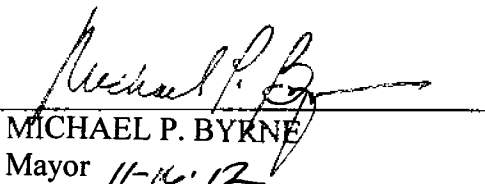
**XXVII. ELECTRONIC TRANSACTION:**

By entering into this Contract, 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 Vendor have each caused this contract to be signed and delivered by its duly authorized representative as of the date first written above.

**City of Parma Heights**

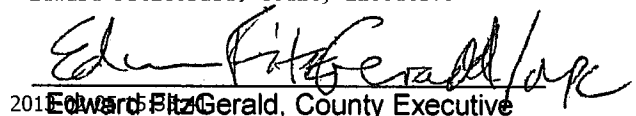
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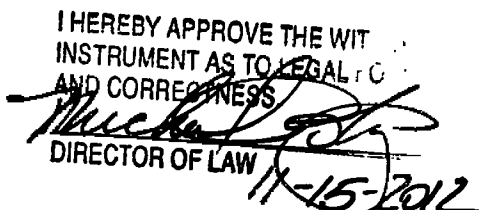
  
MICHAEL P. BYRNE  
Mayor 11-16-12

**COUNTY OF CUYAHOGA, OHIO**

Edward FitzGerald, County Executive

By:

  
2011 Edward FitzGerald, County Executive

I HEREBY APPROVE THE WIT  
INSTRUMENT AS TO LEGALITY  
AND CORRECTNESS  
  
DIRECTOR OF LAW 11-15-2012

## **APPENDIX A**

### **Conditions of Participation - Community Social Services Programs (2013/2014)**

#### **1. Minimum Vendor Requirements**

- 1.1. The vendor shall disclose ownership and have a written statement defining the purpose of their business or service agency.
- 1.2. The vendor shall have a written statement of policies and directives, by-laws or article of incorporation as applicable.
- 1.3. The vendor 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 vendor shall operate as a business in compliance with all applicable federal, state and local laws.
- 1.5. The vendor shall have written and posted statements supporting compliance with nondiscrimination laws, Federal wage and hour laws, Workers' Compensation laws and the Americans with Disabilities Acts in the recruitment and employment of individuals.

#### **2. Physical Facility**

- 2.1. The vendor shall have a physical facility from which to conduct business.
- 2.2. The vendor shall have a telephone and fax machine to receive emergency and/or urgent referrals between 9:00 a.m. and 4:00 p.m. Monday through Friday.
- 2.3. The vendor shall maintain all Community Social Service program client files in a secure, locked file cabinet(s).
- 2.4. The vendor's facility shall meet ADA standards.
- 2.5. The vendor of on-site services to clients shall have a documented facility fire and emergency safety plan that includes conspicuously posted evacuation procedures.
- 2.6. The vendor of on-site services to clients shall document annual inspection and routine maintenance of fire extinguishers and smoke alarms and quarterly evacuation drills.

#### **3. Administrative Policies**

- 3.1. The vendor shall have a system to document services delivered and billed that complies with Community Social Services program (CSSP) requirements.
- 3.2. Except in the case of unannounced audits, the vendor shall make all CSSP client documentation available to DSAS within 24 hours of the request by a DSAS representative. In the case of an unannounced audit, the vendor shall make all CSSP client documentation available to DSAS immediately upon request.
- 3.3. The vendor shall have a written procedure which identifies the steps a client shall take to file a liability claim.
- 3.4. The vendor shall have a written procedure for reporting and documenting all client incidents.
- 3.5. The vendor shall notify DSAS 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 has been negatively affected during the delivery of service and/or incidents affecting the vendor's ability to deliver service in accordance with the contract.

- 3.6. The vendor shall maintain a file for each client and it must contain the following:
- 3.6.1. Fully executed CSSP client registration form (CRF) including subsequent updates.
  - 3.6.2. Copies of documentation required to establish client eligibility for participation in the Community Social Services program as listed in the contract including redetermination forms signed by the client as applicable.
  - 3.6.3. Initial and subsequent client reassessments.
  - 3.6.4. An emergency contact person's name, relation and telephone number.
  - 3.6.5. The functional limitations of the client.
  - 3.6.6. Signed and dated documentation by the caseworker of each contact with the client or authorized persons.
  - 3.6.7. Initial and subsequent client goals and objectives.
- 3.7. The vendor shall obtain written approval from the CSSP 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 vendor and its representative shall not bill any CSSP client for CSSP services delivered. This includes a prohibition against adding CSSP clients to general solicitation mailing lists.
- 3.9. The vendor shall retain all records supporting service delivery to CSSP clients for a period of seven (7) years after the client terminates service with the program.
- 3.10. The vendor shall have a written grievance procedure for the purpose of resolving client complaints. The vendor shall inform all clients of their right to file a grievance and shall give the client the name and telephone number of the contact person responsible for addressing grievances.
- 3.11. In the event a CSSP vendor merges with or is purchased by another vendor, all terms and rates determined by the original vendor shall remain in effect for the life of this contract.
- 3.12. The vendor is required to display the Cuyahoga County logo and the following statement on any publicity release or other public reference including media releases, information pamphlets, client sign-in sheets, etc. released or utilized for the contracted service(s): "This program is funded in part by Cuyahoga County through the Health & Human Services levy."
- 3.13. The vendor is required to submit monthly expense reports within fifteen (15) business days of the end of the preceding month for each service under contract with DSAS.
- 3.14. The vendor 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 reports are due to DSAS by July 31, 2013, January 31, 2014, July 31, 2014 and January 31, 2015.
- 3.15. The vendor is required to measure client satisfaction with contracted services at least every twelve months. Client satisfaction must be measured on a statistically significant number of clients and include questions measuring client loneliness, client physical and cognitive health and specific service quality. The written results of these client satisfaction surveys are due to DSAS by August 30<sup>th</sup> each year.

#### **4. Personnel Policies**

- 4.1. The vendor shall have written job descriptions or statement of job responsibilities that include qualifications for each position involved in the direct delivery of CSSP services.
- 4.2. The vendor must ensure that staff possesses appropriate skills and qualifications to perform the job.
- 4.3. The vendor must ensure the drug-free workplace requirements contained in Appendix B are adhered to.
- 4.4. The vendor shall maintain information on every staff member (including volunteers and contract workers) who provide direct service to CSSP clients. This file shall include:
  - 4.4.1. Resume or employment application that includes work history.
  - 4.4.2. Evidence of valid license(s) and/or certifications and valid driver's license as applicable.
    - 4.4.2.1. Those persons performing acts of service which require licensure shall hold a current license to practice in the State of Ohio.
  - 4.4.3. Copies of yearly performance appraisals signed by the staff member.
  - 4.4.4. Results of BCII background checks.
  - 4.4.5. Results of annual driver checks are required for vehicle operators.
  - 4.4.6. Evidence of successful completion of mandatory training requirements.
- 4.5. BCII (Bureau of Criminal Identification and Investigations) background checks shall be completed and are subject to review on all workers who provide services to clients or in client homes, including direct service workers and supervisory personnel, regardless of hire date, demonstrating their ability to work with seniors and adults in accordance with the Ohio Revised Code (ORC).

#### **5. Service Delivery**

- 5.1. The vendor shall make Adult Protective Service (APS) referrals to DSAS when there appears to be probable cause or suspicion of abuse or self neglect.
- 5.2. The vendor shall only seek reimbursement from DSAS for services awarded under the CSSP contract.
- 5.3. The vendor shall deliver services in compliance with the service specifications designed and authorized by DSAS and in accordance with the vendor's proposal.
- 5.4. The vendor shall submit the properly executed CSSP Client Registration Form (CRF) to DSAS within ten (10) business days of completion (as identified by the date signed by the client) to enroll a client in CSSP.
  - 5.4.1. Assuming no errors, client eligibility will be established retroactively to the date of the client's signature (enrollment).
  - 5.4.2. In the event of errors on the CRF, client eligibility will be established retroactively to the date of the client's signature (enrollment) provided the correct information is received by DSAS within six business days of DSAS notifying the vendor of the error (as identified by the date on the discrepancy form).
  - 5.4.3. In the event of late submittal of the CRF or corrections, client eligibility will be established as of the date the correct document is received by DSAS.
- 5.5. The vendor shall conduct and document an intake assessment and develop a client service plan identifying (client) problems and needs within thirty (30) calendar days of client eligibility being established.
  - 5.5.1. Client assessments must include an evaluation of client nutrition, ADL's, IADL's, functional limitations, emergency contact information and client goals and objectives



- 5.6. In the case of an emergency referral by DSAS, the vendor shall conduct an eligibility intake and intake assessment of a client within four business days of the referral and submit to DSAS as stated elsewhere in the Conditions of Participation.
  - 5.6.1. Once eligibility is established, service delivery to clients referred by DSAS will begin within twenty-four (24) hours of eligibility being established unless otherwise agreed to, in writing, by DSAS.
  - 5.6.2. The vendor shall respond within twenty-four (24) hours for all emergency requests for service.
- 5.7. The vendor shall obtain documentation signed and dated by the client for each instance of service delivery at the time service is delivered with the exception of Adult Day service.
  - 5.7.1. The vendor shall have written procedures for verifying service delivery when a client signature cannot be obtained.
- 5.8. The vendor shall redetermine the client's eligibility for continued participation in CSSP every twelve months.
  - 5.8.1. Eligibility redeterminations are not required for clients receiving only transportation services unless the client has a break in service of twelve consecutive months.
  - 5.8.2. The client's redetermination must be completed on or before the twelve-month anniversary of the client's most recent eligibility determination.
  - 5.8.3. In the case where a client enrolls in multiple services over multiple dates, the redetermination must be completed on or before the twelve-month anniversary of the client's enrollment in the service with the most restrictive eligibility criteria.
  - 5.8.4. At the time of the redetermination, the vendor must collect proof of continued financial eligibility as applicable to the service. A copy of the proof of continued eligibility and the completed redetermination form must be maintained in the client file.
- 5.9. The vendor shall submit a fully executed, updated Client Registration Form (CRF) to DSAS when client information changes, including but not limited to changes or corrections to client income, address, etc.
  - 5.9.1. The updated CRF must be submitted within ten business days of the date the CRF is signed by the client and case manager.
- 5.10. With the exception of clients receiving only adult day or only transportation service, the vendor shall reassess the client's continued participation in CSSP services every twelve months through documented service conferences with each client or more frequently as the client's condition warrants.
  - 5.10.1. Client's receiving adult day service must be reassessed every six months through documented service conferences with each client.
  - 5.10.2. Reassessments are not required of client's receiving only transportation service unless the client's condition warrants a reassessment or the client has had a twelve consecutive month break in service.
  - 5.10.3. The client's reassessment must be completed on or before the twelve-month anniversary of the client's most recent reassessment (six-months for adult day clients).
  - 5.10.4. Client reassessments must include an evaluation of client nutrition, ADL's, IADL's, functional limitations, emergency contact information and progress toward client goals and objectives.
  - 5.10.5. The vendor must update client service plans in accordance with changes in client status, condition and in response to requests from clients or DSAS.
  - 5.10.6. The vendor shall document this (re)assessment in the client's file.
  - 5.10.7. The client (re)assessment must be signed and dated by the assessor and the client.

## **6. Compliance**

- 6.1. The vendor will comply with all service agreement requirements, Conditions of Participation, relevant service specifications and reporting requirements of DSAS.
- 6.2. The vendor shall allow representatives of DSAS access to the vendor's facility and full access to policies, procedures, records and other documents related to the provision of service to CSSP clients and shall cooperate with said representatives in periodic announced and/or unannounced reviews.
- 6.3. In the event DSAS determines through the course of a review that a vendor has been reimbursed for service units delivered in non-compliance of the contract, the vendor shall be required to reimburse DSAS.
  - 6.3.1. In recovering funds, DSAS may deduct the amounts owing from future payments to the vendor until the recovery is satisfied.
  - 6.3.2. In the event insufficient funds remain on the vendor's existing contract to satisfy the recovery, the vendor will be required to repay DSAS by a check drawn on the vendor's financial institution.
- 6.4. The vendor shall notify DSAS in writing of any significant policy concerns or financial issues, as well as all notifications regarding changes in name, corporate structure, service provision, office relocations, etc.
- 6.5. The vendor shall have a representative from their agency attend all the technical assistance sessions and vendor meetings scheduled by DSAS.

## **7. Billing**

- 7.1. The vendor shall submit their complete and accurate monthly invoices electronically in a form and format prescribed by DSAS no later than ten business days after being sent their approved client rosters by DSAS.
  - 7.1.1. Monthly invoices will report the units of service delivered by client, by day and by service.
- 7.2. The vendor will be responsible for transmitting and receiving electronic data in a manner prescribed by DSAS. The vendor is responsible for all costs associated with the same.
- 7.3. The vendor shall bill for actual service delivered rounded off to the nearest quarter unit for one hour units.
  - 7.3.1. Vendors contracted with DSAS for congregate meals and adult development services may not bill DSAS for both adult development units and congregate meal units for the period of time where a client is engaged in an activity that would otherwise be qualified as adult development (ex: listening to a speaker). In these situations, the vendor shall bill DSAS for only one unit of congregate meal service for those times when clients are jointly receiving both services.
  - 7.3.2. Vendors contracted with DSAS for congregate meals and adult day services may not bill DSAS for congregate meal units on the days a client receives adult day services.
- 7.4. In order to be reimbursed for a non-resident rate, a vendor cannot receive monies from the non-resident client's home community for support of the contracted service or the vendor's facility. The non-resident rate also cannot be reimbursed if the vendor and the non-resident client's home community already have or enter into reciprocal agreements for delivering the contracted service(s) to each other's senior and/or disabled adults.
- 7.5. Invoices received by DSAS 1 to 3 business days after the due date will be subject to a 5% reduction in the amount billed to be paid to the vendor.

- 7.6. Invoices received by DSAS 4 to 6 business days after the due date will be subject to a 10% reduction in the amount billed to be paid to the vendor.
- 7.7. Invoices received by DSAS 7 or more business days after the due date will be subject to a 20% reduction in the amount billed to be paid to the vendor.
- 7.8. DSAS retains the right to refuse payment to the vendor when requests for payment are not received within sixty (60) calendar days of the due date.

## **Exhibit 1**

### **COMMUNITY SOCIAL SERVICES Accounting and Recordkeeping Standards 2013 – 2014**

The Vendor under Contract with DSAS shall: maintain a comprehensive accounting system and record keeping procedures in accordance with generally accepted accounting principles and sound business practices whereby all monthly program expense reports and billing rosters can be verified against actual account payable transactions, client case files and attendance records as articulated but not limited to the following:

1. Keep on file and in good order all agency invoices and petty cash receipts pertinent to the DSAS community social services contract.
2. Maintain supporting documentation for all units of services billed to DSAS. Clients' signatures and dates are required on all activity logs, daily attendance records and client registration forms (CRF) to validate clients' participation in programs contracted by and billed to DSAS.
3. All fiscal transactions and client records, activity logs, etc., under contract with the DSAS must be maintained separately from all other non-related community social services or filed/retained in a manner for easy retrieval.
4. Retain records of all expenses incurred in the provision of services contracted by DSAS. Monthly electronic submission is required of program specific expense reports to the DSAS' Audit Unit.
5. Establish and maintain a file on all clients for services contracted with DSAS. Each file must contain accurate and up-to-date documents and forms including but not limited to the Client Registration Form(s) (CRF) and other documents required in Article XII.
6. Maintain a copy of the current organizational chart and employee listing which identify all positions and position descriptions associated with services under contract with DSAS.
7. Record all payments received by the agency under contract in a timely manner and institute sound cash management procedures for all revenues received against services under contract by the DSAS.
8. For agencies governed by a Board of Trustees or a Board of Directors, keep on file a copy of the board meeting minutes to insure decisions made relating to hiring of positions, salary payments, retirement plans, billing policies and other fiscal and program-related information relative to the contract is kept on file.
9. Institute records retention procedures to insure all client and financial records relative to this contract are available to the County, State and Federal personnel/agent upon request.
10. Develop and post client eligibility and grievance procedures to insure services under contract are provided in accordance with DSAS' eligibility standards.
11. Develop a units-of-service allocation plan to insure units allocated and billed to DSAS on a monthly basis are in accordance with the Vendor's proposal to utilize and maximize limited resources over the contract period.

## **Exhibit 2**

### **ELIGIBILITY AND REFERRAL DETERMINATION**

Services rendered by Vendor are reimbursable only if Vendor determines that the recipient is eligible under contract guidelines and submits documentation of that determination to the Division of Senior and Adult Services (DSAS) within the timeframes identified in the Conditions of Participation.

The Vendor is also responsible for insuring that services are rendered exclusively to recipients who conform to the service priorities of DSAS.

#### **INITIAL ELIGIBILITY:**

1. The Vendor is responsible for insuring that applications consisting of the following documents are prepared, dated and signed by the applicants **prior to or on the initial date of service.**
  - a. DSAS Client Registration Form (CRF)
  - b. Verification of service eligibility and documents

#### **Services rendered prior to the date of application are not reimbursable:**

1. The Vendor is responsible for determining eligibility; prioritizing according to DSAS guidelines and submitting the above documentation to the DSAS within ten (10) business days after the applications are signed by the applicants. The Vendor can be reimbursed for services rendered to the client as of the date the client signs the CRF verifying eligibility for the service, provided the Vendor completes the process in conformance with these rules.
2. Upon receipt of an application submitted by the Vendor, DSAS will:
  - a. Validate the Vendor eligibility/priority determination;
  - b. Obtain a case number for the application and transcribe it onto the forms submitted by the Vendor.
  - c. Insure that all pertinent information is entered into DSAS data system;
  - d. Return the original CRF along with any accompanying income/age verification to the Vendor for use as a permanent client file; with an appropriate identification-such as a driver's license, social security card or Ohio ID card.
  - e. Insure that the Vendor receives a monthly listing of eligible recipients for billing purposes.

#### **CHANGES IN ELIGIBILITY STATUS:**

1. The Vendor is responsible for notifying DSAS of any and all changes affecting client eligibility status within ten (10) business days of the notification of the change.
2. DSAS will reconcile all discrepancies concerning registering of contracted clients by contacting the Vendor by telephone or by returning the DSAS Client Registration Form (CRF), along with the Discrepancy form or the Billing Adjustment form (see attachments) to the Vendor.
3. The Vendor has six (6) business days to make all needed revisions to return the CRF to DSAS. CRF's returned in the required time frame will be processed accordingly.

**TERMINATION OF SERVICES:**

1. The Vendor is responsible for providing DSAS with timely notice whenever it ceases to provide services to an eligible client.
2. Such notification shall consist of a properly completed BATCH SHEET (see attached) reflecting the name (s) of predetermined eligible clients. The BATCH SHEET should also have CLOSED reflected as the process.

**FAIR HEARING/PRIOR NOTICE REQUIREMENTS:**

1. The Vendor is responsible, in the manner prescribed by DSAS, for:
  - a. Providing each new applicant at the time of application with a written statement explaining his/his right to appeal any proposal to withhold, reduce, or terminate service;
  - b. Providing each new applicant with written notification regarding the disposition of his/her application (whether approved or denied) within 45 days after the completed application is submitted to the Vendor;
  - c. Providing any recipient whose service(s) the Vendor proposes to reduce or terminate with written notification at least ten (10) business days prior to the effective date of action;
  - d. Arranging for a County Conference with DSAS and the Vendor for any Applicant/recipient wishing to appeal a decision to withhold, reduce or terminate service.

**Exhibit 3 (must be submitted electronically)**

Form: Vendor Expenses for Service Under Contract  
Due: 15th day of the next month

Vendor's Name:  
Vendor's Address:


Contract Number - State: *Not Applicable*  
Contract Type: Fixed Rate  
Contract Number:  
Program Service:

<i>Classification of Expenses</i>	<i>Accumulative Total Life of Contract</i>	<i>Current Expenses Jan 2013</i>	<i>Current Expenses Feb 2013</i>	<i>Current Expenses Mar 2013</i>
<b><u>Staff Costs</u></b>				
Salaries	\$0.00			
Payroll Related Expenses	\$0.00			
Staff Costs - Other	\$0.00			
Professional Fees, etc.	\$0.00			
Administrative Costs:	\$0.00			
 <b><u>Cost of Operations</u></b>				
Travel: Administration	\$0.00			
Transportation: Client	\$0.00			
Consumables - Supplies	\$0.00			
Consumables - Vehicle				
Expenses:	\$0.00			
Minus USDA Reimbursement	\$0.00			
Occupancy Costs	\$0.00			
Rent	\$0.00			
Utilities	\$0.00			
Repairs & Maintenance	\$0.00			
Insurance	\$0.00			
Other Miscellaneous	\$0.00			
Equipment Depreciation	\$0.00			
Purchases - Small Equipment	\$0.00			
Rental Charges	\$0.00			
<b>Total Expenses:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

By submitting this document, I certify that the  
expenses shown on this report are correct and in  
accordance with the terms of the contract.

**Submitted by:**


**Example 1**

		<p align="center"><b>Cuyahoga County Division of Senior &amp; Adult Services</b>  <b>Community Social Services Program</b>          Client Daily Attendance Log</p>			
Service:				Svc. Code:	
Vendor:				Date:	
	Client Name (typed or neatly printed)	Client Signature	Time In	Time Out	Total # of Hrs
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

*This program is funded in part by Cuyahoga County through the Health & Human Services Levy.*




**Example 2**

		<b>Cuyahoga County Division of Senior &amp; Adult Services</b> <b>Community Social Services Program</b> <b>Client Daily Transportation Log (service code 735)</b>						
Vendor:					Date:			
	Client Name (typed or neatly printed)	Client Signature	Point of Origin (Home/Center)	Client Signature	Point of Return (Center/Home)	Total Units		
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
Driver's Signature:								

*This program is funded in part by Cuyahoga County through the Health & Human Services Levy.*

**Example 3**

		<b>Cuyahoga County Division of Senior &amp; Adult Services</b> <b>Community Social Services Program</b> <b>Client Special Transportation Log (service code 735)</b>				
Vendor:					Date:	
	<b>Client Name</b> (typed or neatly printed)	<b>Client Signature</b>	<b>Point of Origin</b>	<b>Client Signature</b>	<b>Point of Return</b>	<b>Total Units</b>
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
Driver's Signature:						

*This program is funded in part by Cuyahoga County through the Health & Human Services Levy .*