

MASTER SERVICES AGREEMENT

Between

THE COUNTY OF CUYAHOGA

And

THE METROHEALTH SYSTEM

This Master Services Agreement ("Agreement") is entered into on June 1, 2011 by and between The MetroHealth System, a County hospital organized and operated under Chapter 339 of the Ohio Revised Code, located at 2500 MetroHealth Drive, Cleveland, Ohio 44109 ("MetroHealth"), and the County of Cuyahoga located at 1219 Ontario Street, Cleveland, Ohio 44113 (the "County").

WHEREAS the County seeks, and MetroHealth is willing to provide, certain toxicology, drug testing and other services ("Services") to one or more of the County's departments, agencies, courts, offices, boards, commissions or other authorities of the County (each, a "Participant" and together "Participants"); and

WHEREAS both the County and MetroHealth are Hospital Agencies within the meaning of Chapter 140 of the Ohio Revised Code; and

WHEREAS this Agreement will serve the public purpose of making available to the County, superior services at the best possible price through the County's own hospital; and

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the parties hereby agree as follows:

Section I. Scope of Services and Eligibility

All Participants shall be eligible to participate under this Agreement. Each Participant shall work with MetroHealth to prepare a schedule of services and fees (each, a "Participant Schedule") to be performed for the Participant, provided however that such schedule may include:

- A. Any additional or specialty services specifically negotiated by the Participant with MetroHealth; and**
- B. Limitations, specifications, and not-to-exceed costs applicable to the Participant.**

Each Participant Schedule shall be prepared using the form attached as Exhibit A ("Form of Participant Schedule") and shall be deemed automatically incorporated into this Agreement when executed by MetroHealth and the Participant.

Section II. Term

This Agreement shall commence on June 1, 2011 ("Effective Date") and thereafter remain in effect for six (6) months after the expiration of the last then active Participant Schedule unless the Agreement is terminated as provided herein.

The parties may jointly review and establish any new services to be added and/or new fees for Services in each Participant Schedule as provided in the applicable Participant Schedule.

Section III. Non-exclusivity

Nothing in this Agreement contemplates an exclusive arrangement.

Section IV. MetroHealth's Responsibilities

MetroHealth shall:

- A. Respect and comply with all Federal, State and County laws, rules, regulations, ordinances, resolutions and policies, including those pertaining to confidentiality and disclosure with regard to all information and records obtained or reviewed in the course of providing services to County and/or its patients; and
- B. Perform all Services hereunder in a professional and efficient manner in accordance with the highest industry standards and practices applicable to the performance of such services; and
- C. Provide, at its own expense, all technical and professional services, labor equipment and materials required for the execution of this Agreement, except as enumerated otherwise and elsewhere in this Agreement. In addition, MetroHealth shall employ all necessary personnel responsible for the gathering of data, compiling data and reviewing all work covered by this Agreement. Any work covered under this Agreement which requires the stamp of a registered or certified professional shall be stamped with the appropriate seal of the registered or certified professional in the State of Ohio; and
- D. Cooperate with representatives of County, who may be involved in the completion of this Agreement, and

- E. Monitor the qualifications, capabilities and capacities of individuals performing Services under this Agreement; and
- F. Not engage the services of any person or persons in the employment of County or any other public body in the State of Ohio for any of the work covered by the terms of this Agreement, without the specific written permission of County.

Where a Participant Schedule lists the services of one or more licensed professionals (each a "Licensed Professional"):

- A. MetroHealth, at its sole discretion, may direct a Licensed Professional to devote all or part of the Licensed Professional's committed time to MetroHealth not subject to this Agreement to other MetroHealth business. MetroHealth will make its best efforts to minimize turnover;
- B. A Licensed Professional, at his or her sole discretion, may devote to any other pursuit any professional time not committed to MetroHealth and not subject to this Agreement;
- C. MetroHealth will provide the Participant reasonable opportunity to review credentials of the Licensed Professionals at Participant's discretion;
- D. MetroHealth will cause the Licensed Professionals to render and provide services in a competent, efficient and satisfactory manner, in accordance with generally accepted standards applicable to the Licensed Professional's profession; and
- E. If a Licensed Professional becomes unavailable for any period of time commitment as stated in the Participant Schedule, then MetroHealth shall provide a suitable substitute, subject to the Participant's review rights.

Section V. County's Responsibilities

- A. County agrees to respect and abide by all Federal, State and local laws, rules.
- B. Participants shall be responsible for all billing to health insurance or other reimbursement sources as appropriate for the health care services rendered to County's patients.

Section VI. Fees; Invoicing

- A. Participant(s) will pay to MetroHealth the fees for the Services as provided in the Participant Schedule.

- B. MetroHealth shall submit a monthly invoice to the Participants for the accrued fees, and payment shall be due within forty-five (45) days of the Participant's receipt of the monthly invoice before processing for payment. Incomplete invoices shall be returned for correction.
- C. MetroHealth shall only invoice for services rendered under this Agreement and in the Participant Schedule. Invoices will be prepared and submitted to each Participant for payment based on the work performed since the previous invoice, all of which are subject to approval of and audit by County.

Section VII. Appropriation of Funds

- A. Initial Appropriation. Initially, and annually thereafter, the County shall appropriate funds sufficient for each Participant Schedule.
- B. Subsequent Appropriations. The Parties shall meet during the fourth quarter of each calendar year during the Term to determine the amount of appropriations for the following calendar year (each, a "Subsequent Appropriation"). Each Subsequent Appropriation shall be as determined solely by the County and may be based on the County's prior consumption of Services under the Agreement during the previous 12-month period.
- C. Failure of Appropriation. Any provision of this Agreement to the contrary notwithstanding, payment by the Participants hereunder shall be subject to annual appropriation of sufficient funds by Cuyahoga County Council, as set forth in this Section VII, and this Agreement shall be subject to Section XII.C.

Section VIII. Certifications, Representations, Warranties

- A. Each Party certifies and warrants, to the best of its knowledge, the following with regards to itself, its employees, and its agents, performing within the scope of the Agreement (each an "Individual"):
 - (1) No individual is barred from participation in any state or federally funded programs or on any list of such barred individuals, including but not limited to:
 - (a) The list of excluded individuals and entities maintained by the Office of Inspector General for the United States Department of Health and Human Services ("Excluded List"); and

(b) The Excluded Parties List System ("EPLS") maintained by the US General Services Administration.

At least once annually, each Party shall screen employees against the Excluded List and the EPLS.

- (2) No Individual is on any State or Federal anti-terror or other exclusion lists or involved in any related investigations;
- (3) No Individual has any undisclosed interest in the Agreement that would constitute a conflict of interest or other violation of Ohio or Federal ethics laws and rules;
- (4) No individual has been convicted of criminal offenses related to their involvement in Medicaid, Medicare, or other health insurance or health care programs or any Federal or State social service programs; and
- (4) No individual has any criminal background or record that would bar the individual from performing the individual's obligations under the Agreement.

B. Each Party acknowledges that MetroHealth's purchases under the Agreement are subject to the public competitive procurement laws, rules and opinions applicable to Ohio County hospitals.

C. Each Party warrants and represents that it has not employed or retained any company, firm or person, other than a bona fide employee working for the Party, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company, firm or person, other than a bona fide employee working for the Party, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

D. MetroHealth warrants that it is in good standing with the Ohio Department of Health ("ODA") and the Centers for Medicare and Medicaid Services ("CMS"). Good standing means that neither ODA nor CMS has suspended, denied, terminated or failed to renew MetroHealth's MetroHealth agreement with ODA and CMS been voluntarily or involuntarily terminated, suspended, or not renewed as a result of violation of any State or Federal law.

Section IX. Insurance and Indemnification

A. MetroHealth shall maintain at all times, through a program of self insurance and/or commercially, professional liability insurance with

coverage of TWO MILLION DOLLARS (\$2,000,000.00) for any one incident, general commercial liability policy with coverage of TWO MILLION DOLLARS (\$2,000,000.00) for death or injury of any one person and TWO MILLION DOLLARS (\$2,000,000.00) for the death or injury of two or more persons in any one occurrence. Any commercial insurance coverage under this section will be placed with an insurance company authorized to do business in the State of Ohio. MetroHealth shall name County as an additional insured on all insurance and shall provide a certificate of such insurance upon request by County.

- B. Each Party shall secure Worker's Compensation for all of its employees as required by law. A Certificate of Compliance from the State of Ohio's Bureau of Workers' Compensation shall be provided to the other Party upon request.
- C. MetroHealth hereby agrees to save harmless and indemnify County, and its officers, officials, employees, agents, representatives, departments, agencies, boards, commissions, and other authorities from any and all claims and liability, caused by the professional negligence, errors or omissions of MetroHealth, and any of its agents and/or employees and subcontractors in the performance of the services under this Agreement.

Except as provided in the foregoing paragraph, each Party shall be responsible for its own acts and omissions, provided that nothing in this section shall be construed to prevent either Party from asserting any defense in any claim or action based on any legal theory, including, but not limited to any constitutional or statutory immunity.

Section X. Notice

Any notice required pursuant to this Agreement shall be made in writing and shall be accomplished by e-mail, personal delivery, facsimile, or by U.S. Mail, certified, return receipt requested, addressed to the following parties:

When to MetroHealth:

The notice contact listed in each Participant Exhibit

With a copy to:

The MetroHealth System
2500 MetroHealth Drive
Cleveland, OH 44109
Attn: General Counsel

When to the Participant of Cuyahoga County:

The notice contact listed in each Participant Exhibit

With a copy to:

The Cuyahoga County
1219 Ontario Avenue
Cleveland, Ohio 44113
Attn: Director of Office of Procurement and Diversity

Additionally, for any notice pertaining to any legal dispute hereunder, a copy of any notice to a Participant should also be sent to:

The Cuyahoga County
1219 Ontario Avenue
Cleveland, Ohio 44113
Attn: Director of Law

Section XI. Relationship of the Parties

- A. The relationship between MetroHealth and County shall be that of independent contractors.
- B. Neither Party shall have any duty or obligation to:
 - (1) Withhold and/or pay any Federal, State or Local taxes or Workers' or Unemployment Compensation Contributions or to comply with any other employment laws regarding the other Party's employees; or
 - (2) Provide employee fringe or other benefits to the other Party's employees or agents.
- C. Each Party shall satisfy all duties or obligations under Federal, State or Local law applicable to its relationship with its own employees.
- D. Each Party shall be solely responsible for the control and supervision of its own employees and the payment to or on behalf of them of all distributions, wages and salaries, taxes, withholding payments, penalties, fees, professional education and seminar expenses, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans (including, but not limited to, workers' compensation and social security contributions, licensing and registration fees), additional benefits of any type, and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

- E. Neither Party shall make any claim that the other Party is responsible for the payment or filing of any of the foregoing payments, withholdings, contributions, taxes, documents and returns, including but not limited to, Social Security contributions and employer income tax withholding obligations.
- F. If the services under this Agreement so require, then MetroHealth agrees to execute a mutually acceptable Business Associate Agreement with the County as that term is defined and used in both the Health Insurance Portability and Accountability Act of 1996 and rules promulgated thereunder (as amended from time to time, "HIPAA") and the American Recovery and Reinvestment Act of 2009 and rules promulgated thereunder (as amended from time to time, "ARRA").

Section XII. Termination

- A. Each Participant Schedule may be terminated as set forth therein. The termination of any Participant Exhibit shall not affect any other Participant Exhibit.
- B. Either Party may terminate the Agreement in the event of any breach or material default by the other Party, by giving the other Party thirty (30) days prior written notice of its intention to terminate.
- C. The County may terminate any Participant Schedule or this Agreement, on thirty (30) days written notice to MetroHealth, in the event of insufficient appropriation of funds by County Council, at no additional charge or cost to the County.
- D. Notwithstanding the foregoing, or any other provision herein to the contrary, either Party may at its discretion either immediately suspend all pending and future obligations under a Participant Schedule or this Agreement, or in the alternative, immediately terminate the Participant Schedule this Agreement, upon the occurrence of any of the following:
 - (1) The other Party's breach of its material representations and warranties under Section VIII above, provided that for a breach or violation of the warranty under Section VIII.C. of the Agreement, the non-breaching Party shall also have the right to recover from the breaching Party the full amount of any fee, commission, gift, percentage, brokerage fee, or contingent fee that constitutes such breach;
 - (2) The insolvency or bankruptcy of either Party, or cessation of operations or assignment of assets for the benefit of creditors by either Party; or

(3) If the Party determines that continuation of this Agreement will either endanger or be detrimental to the operation of the Party or the well-being of the Party's patients.

Section XIII. Dispute Resolution

The parties agree to utilize good-faith efforts to amicably resolve between themselves any dispute, controversy, claim, or breach, arising out of or relating to this Agreement. In the event that an amicable resolution is not reached, the parties shall initiate a resolution of the dispute by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered may be entered in any court having jurisdiction thereof.

Section XIV. Non-discrimination

Neither Party will discriminate against individual in violation of any applicable state and Federal anti-discrimination laws in the course of the Party's performance under this Agreement.

Section XV. Public Records

MetroHealth acknowledges and agrees that as a political subdivision, County is subject to the requirements of the Ohio Public Records Law. When MetroHealth submits documents and/or information that properly and legally is exempt from disclosure under the Ohio Public Records Law, MetroHealth shall conspicuously mark such content as:

**CONFIDENTIAL – PURSUANT TO SECTION 149.43(A)(1)(q)
OF THE OHIO REVISED CODE, THIS INFORMATION
CONSTITUTES A TRADE SECRET OF A COUNTY HOSPITAL
ORGANIZED AND OPERATED UNDER CHAPTER 339 OF THE
OHIO REVISED CODE.**

This Section shall survive the completion of the performance of the work hereunder and the termination of this Agreement.

Section XVI. Confidentiality

Subject to Section XV above:

A. Confidential Information. As used herein, "Confidential Information" means any information disclosed, either orally or in writing, by one Party to the other Party, unless the disclosing Party indicates otherwise.

B. Exclusions. Confidential Information does not, however, include information that the receiving Party can demonstrate:

- (a) Is now, or hereafter becomes, through no act or failure to act on the part of the receiving Party, generally known or available to the public;
- (b) Was known by the receiving Party before receiving such information from the disclosing Party;
- (c) Is hereafter rightfully obtained by the receiving Party from a third Party, without breach of any obligation to the disclosing Party; or
- (d) Is independently developed by the receiving Party without use of or reference to the Confidential Information by persons who had no access to the Confidential Information.

C. Obligations. Each Party agrees:

- (a) To hold the other Party's Confidential Information in strict confidence;
- (b) Not to disclose such Confidential Information to any third Party except as specifically authorized herein or as specifically authorized by the other Party in writing;
- (c) To use all reasonable precautions, consistent with such Party's treatment of its own Confidential Information of a similar nature, to prevent the unauthorized disclosure of the other Party's Confidential Information; and
- (d) Not to use any Confidential Information for any purpose other than the purpose of this Agreement ("Business Purpose").

D. Permitted Disclosures. Each Party may disclose the other Party's Confidential Information to its responsible employees and professional advisers with a bona fide need to know such Confidential Information, but only to the extent necessary to carry out the Business Purpose and only if such employees are advised of the confidential nature of such Confidential Information and the terms of this Agreement and are bound by a written agreement or by a legally enforceable code of professional responsibility to protect the confidentiality of such Confidential Information.

E. Required Disclosures. Each Party may disclose the other Party's Confidential Information if and to the extent that such disclosure is required by applicable law, provided that the receiving Party uses reasonable efforts to limit the disclosure by means of a protective order or a request for confidential treatment and provides the disclosing Party a

reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

F. Copies and Abstracts. To the extent necessary to carry out the Business Purpose, the receiving Party may make copies or abstracts of the disclosing Party's Confidential Information provided that all such copies and abstracts are themselves marked as confidential and provided that the receiving Party maintains a written record of the distribution of all such copies and abstracts.

G. Return of Confidential Information. Upon the disclosing Party's request, the receiving Party will promptly return to the disclosing Party all copies of the Confidential Information, will destroy all notes, abstracts, and other documents that contain Confidential Information, and will provide to the disclosing Party a written certification of an officer of the receiving Party that it has done so.

H. No Implied Licenses. Nothing in this Section will be construed as granting any rights to the receiving Party, by license or otherwise, to any of the disclosing Party's Confidential Information, except as specifically stated in this Section.

I. Injunctive Relief. Each Party acknowledges that the unauthorized use or disclosure of the other Party's Confidential Information would cause irreparable harm to the other Party. Accordingly, each Party agrees that the other Party will have the right to obtain an immediate injunction against any breach or threatened breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

Section XVII. Miscellaneous

A. County Agent and Liaison. For the purpose of this Agreement, the agent for County and liaison officer on the matter contained herein shall be the County Director of each Participant and/or such members of her/his staff as designated; and

B. Cost of Services Records. If services provided under this Agreement have an aggregate value or cost of Ten Thousand Dollars (\$10,000) or more over a 12-month period, each Party shall, until the expiration of four (4) years after the furnishing of such services, make available upon written request by the Secretary of Health and Human Services or upon the written request of the Comptroller General of the United States, or by any of their duly authorized representatives, this Agreement, the books, documents, and records of the Party that are necessary to verify the

nature and extent of the cost of the services provided under this Agreement.

- C. **Intellectual Property Rights.** MetroHealth hereby agrees that there will be no charge to County for any patent, copyright, or any other intellectual property rights which it controls and which may be involved in the work under this Agreement unless such charges have been specified and included in the fees enumerated in Section 2 of this Agreement. MetroHealth shall advise County, in writing, of any process or patent rights which are not held or controlled by MetroHealth, but which in MetroHealth's opinion may be involved in the work contemplated herein.
- D. **Agreement to Remain in Compliance with Certifications, Representations, and Warranties as Continuing Commitments/Verification.** Each Party shall ensure that all of its certifications, representations, and warranties under this Agreement shall remain true throughout the duration of the Agreement as if they are continuing commitments, and it shall immediately notify the other Party in writing in the event that any of the certifications, representations, and warranties ceases to be true.
- E. **Prohibition on Assignment.** Neither Party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other Party.
- F. **Governing law and Jurisdiction.** This Agreement shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions. The parties agree that the State and Federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Agreement, and each Party consents to the exclusive jurisdiction of such courts.
- G. **Findings for Recovery.** MetroHealth represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24. If this representation and warranty is deemed to be false, this Agreement is void ab initio, and MetroHealth must immediately repay to County any funds paid under this Agreement and must make County whole for any damages sustained by County.
- H. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, either express or implied, with respect to the subject matter hereof. No modification of this Agreement shall be binding upon the parties unless set forth in writing and signed by both parties, or their respective successors or assigns.

- I. **No Apparent Authority.** Each Party recognizes and agrees that no public official or employee of the other Party may be deemed to have apparent authority to bind the other to any contractual obligations not properly authorized pursuant to the Party's Contracting and Purchasing Procedures.
- J. **Parties Bound and Benefited.** This Agreement shall bind and benefit the parties hereto and, as applicable, their respective owners, members, directors, officers, representatives, successors, and assigns.
- K. **Non-waiver.** Either Party's failure to require performance of any Section of this Agreement, or if it requires performance and does not follow through, shall not affect the non-defaulting Party's right to require performance at any time thereafter. Additionally, either Party's waiver of any breach or default of this Agreement shall not constitute a waiver of any subsequent breach or default or a waiver of the provision itself or any other provision.
- L. **Contract Interpretation and Construction.** In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as though drafted by both parties, and no presumption or burden of proof shall arise favoring or disfavoring one Party by virtue of the authorship of any of the Sections of this Agreement.
- M. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement (and each amendment, modification and waiver in respect of it) by facsimile or other electronic transmission, including email, shall be as effective as delivery of a manually executed original counterpart of each such instrument.
- N. **Severability.** If any Section of this Agreement is invalid or unenforceable for any reason, this Agreement shall be divisible as to such Section and the remainder of this Agreement shall be and remain valid and binding as though such Section was not included herein.
- O. **Applicable County Ordinances.** All County contracts, including this Agreement, are subject to all applicable County ordinances, including, but not limited to, the Cuyahoga County Ethics Ordinance, Cuyahoga County Inspector General Ordinance, and Cuyahoga County Contracting and Purchasing Procedures Ordinance. Copies of all County ordinances are available on the County Council's web site at <http://council.cuyahogaCounty.us/>.

Section XVIII. Joint Purchasing Program Contract Opportunities

In accordance with Ohio Revised Code Section 9.48, the County will permit authorized municipalities or townships to participate in this Agreement for the purchase of Services under this Agreement:

- A. Municipalities may participate if they are members of the State Cooperative Purchasing program and have a valid Cooperative membership number; and
- B. Authorized political subdivisions are approved to order directly from MetroHealth through a separate agreement with MetroHealth that incorporates the terms and conditions contained herein. All invoices must be sent directly to the ordering political subdivision's address. Under no circumstance is Cuyahoga County obligated to the political subdivision's financial commitments.

Section XIX. Electronic Signature

BY ENTERING INTO THIS AGREEMENT PROVIDER AGREES 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 COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. PROVIDER ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITY 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.

[[Signature Page Follows]]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year below.

The MetroHealth System

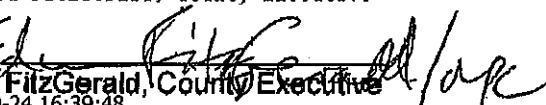
By: 
Edward Hills, D.D.S., Chief Operating Officer

Date: 10/31/13

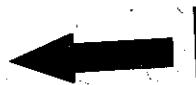
Approved as to Form
The MetroHealth System
Office of General Counsel

By: 
Date: 10/30/2013

County of Cuyahoga

By: 
Edward Fitzgerald, County Executive
2013-10-24 16:39:48

Date: _____



The legal form and correctness
of this Agreement is hereby approved:
Cuyahoga County Law Department,
Majeed G. Makhluf, Director of Law

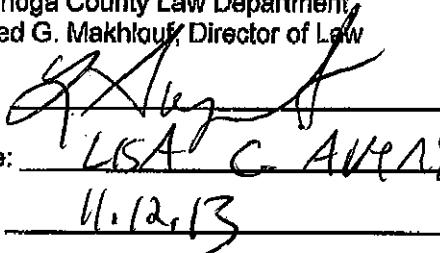
By: 
Name: LISA C. AVERY-HART
Date: 11/12/13

EXHIBIT A
PARTICIPANT SCHEDULES

FOR

- Cuyahoga County Common Pleas Court- Adult Probation
- Department of Children and Family Services – Medical Home
- Department of Children and Family Services – Toxicology
- Cuyahoga Court of Common Pleas – Juvenile

**PARTICIPANT SCHEDULE
FOR
Cuyahoga County Common Pleas Court**

1. Participant: Cuyahoga County Court of Common Pleas, Adult Probation Department

2. Contact Information for Participant:

Vincent D. Holland, Chief Probation Officer
Justice Center 7th Floor
1200 Ontario Street,
Cleveland, Ohio 44113
cpvdh@cuyahogacounty.us
(216) 443-7900
(216) 443-3049

3. Billing Address for Participant:

Cuyahoga County Court of Common Pleas
1200 Ontario St.
Cleveland, Ohio 44113
Attention: Vincent D. Holland, Chief Probation Officer
Adult Probation Department

4. Basic Services to be provided by MetroHealth and Fees (from Exhibit A to the Agreement); Laboratory Testing Services (see listing below)

- Confirmation by GC/MS per drug;
- Single drug by qualitative immunoassay
- 5 drug panel by qualitative immunoassay
- 9 drug panel by qualitative immunoassay

5. Special/Additional Services to be provided by MetroHealth and Fees

- a) Provider will provide results to Court within 2 to 5 working days after specimen is delivered, barring unforeseen circumstances.
- b) Provider will report drug test results to Court by Fax and/or Web portal. Test results will not be released over the telephone, except to a supervisor designated by Court.

- c) The number and type of tests performed on each specimen will be specific for that specimen. All positive immunoassay tests will be confirmed by GC/MS according to the table of tests and charges above.
- d) Provider will provide statistical information with each month's billing: a Result Summary will list each individual tested, the date of testing, the tests performed and if the results were positive or negative; listing of number of each test performed and number of positive tests.
- e) Provider will provide contact list of names and phone numbers of personnel authorized to give verbal results, request specimen pick up and submit additional test requests.

6. Termination

Either Party may terminate the services hereunder, without cause, by giving the other Party at least ninety (90) days prior written notice.

7. Payment and Service Limitations

In no event shall payments to MetroHealth under this Participant Schedule exceed \$268,000.00, the "Maximum Amount", for the time period June 1, 2011 to December 31, 2016.

In no event shall MetroHealth have any obligations to continue providing Services under this Participant Schedule when the fees for Services rendered have reached or exceeded the Maximum Amount.

8. Notice

Notice to Participant under this schedule should be sent to:

Cuyahoga County Court of Common Pleas
1200 Ontario Street, Justice Center 7th Floor
Cleveland, Ohio 44113
Attention: Vincent D. Holland, Chief Probation Officer
Adult Probation Department

Acknowledged and Agreed:

Participant
By: *Gregory Popovich*

By: *Gregory Popovich*, Court Administrator

Date: 6/28/2013

The MetroHealth System

By: *Edward Hills*, D.D.S.
Chief Operating Officer

Date: 6/31/13

Approved as to Form
The MetroHealth System
Office of General Counsel

By: *Edward Hills*
Date: 10/30/2013

ATTACHMENT A
SCHEDULE OF BASIC SERVICES AND FEES

Cuyahoga County Common Pleas Court- Adult Probation: Deliverables

Description of Services to be Provided	Time Commitment	Fees
Laboratory Testing Services (see Table 2)	As needed	
• Confirmation by GC/MS per drug:		\$20.00 each
• Single drug by qualitative immunoassay		\$ 4.00 each
• 5 drug panel by qualitative immunoassay		\$ 6.50 each
• 9 drug panel by qualitative immunoassay		\$ 9.00 each

Test Descriptions/Drugs Tested												
<ul style="list-style-type: none"> • 5 Drug Panel Cocaine metabolite (benzyloecgonine) Opiates (codeine, morphine, hydromorphone, oxycodone, hydrocodone,) 6-Acetylmorphine Marijuana metabolite (Delta-9 THC) Phencyclidine Amphetamine (amphetamine, methamphetamine, MDA, MDMA, MDEA) • 9 Drug Panel = 5 Drug panel plus: Barbiturates (Pentobarbital, phenobarbital, secobarbital, butalbital, Amobarbital) Benzodiazepines (lorazepam, nordiazepam, oxazepam, temazepam) Propoxyphene Methadone • Immunoassay results to be reported qualitatively. Confirmation by GC/MS to be reported quantitatively or semi-quantitatively. See GC/MS Result Reporting below • Immunoassay Cutoff levels: <table style="margin-left: 20px;"> <tr> <td>Cocaine</td> <td>150 ng/mL</td> </tr> <tr> <td>Opiates</td> <td>300 ng/mL</td> </tr> <tr> <td>Marijuana</td> <td>50 ng/mL</td> </tr> <tr> <td>Amphetamine</td> <td>500 ng/mL</td> </tr> <tr> <td>Phencyclidine</td> <td>25 ng/mL</td> </tr> <tr> <td>6-acetylmorphine</td> <td>10 ng/mL</td> </tr> </table> 	Cocaine	150 ng/mL	Opiates	300 ng/mL	Marijuana	50 ng/mL	Amphetamine	500 ng/mL	Phencyclidine	25 ng/mL	6-acetylmorphine	10 ng/mL
Cocaine	150 ng/mL											
Opiates	300 ng/mL											
Marijuana	50 ng/mL											
Amphetamine	500 ng/mL											
Phencyclidine	25 ng/mL											
6-acetylmorphine	10 ng/mL											

Test Descriptions/Drugs Tested	
GC/MS Cutoff Levels (at indicated levels or lower)	
Cocaine	100 ng/ml
Marijuana	15 ng/mL
Opiates:	
Codeine	300 ng/mL
Morphine	300 ng/mL
Hydrocodone	300 ng/mL
Hydromorphone	300 ng/mL
Oxycodone	300 ng/mL
6-Acetylmorphine	10 ng/mL
Amphetamine	250 ng/mL (Amphetamine, methamphetamine, MDA, MDMA)
MDEA	250ng/mL
Phencyclidine	25 ng/mL
Benzodiazepines	300 ng/mL (Lorazepam, mordiazepam, oxazepam, temazepam)
Methadone	300 ng/mL
Propoxyphene	300 ng/mL
Barbiturates	200 ng/mL

GC/MS Result Reporting	
Cocaine:	quantitative
Marijuana:	quantitative
Opiates:	
Codeine/Morphine:	quantitative up to 15,000 ng/mL; or > 15,000 ng/mL
Hydrocodone,Hydromorphone, Oxycodone:	semi-quantitative; >300 ng/mL
6-acetylmorphine:	semi-quantitative: >10 ng/mL
Amphetamine- all metabolites:	semi-quantitative > 250 ng/mL
Phencyclidine-	semi-quantitative >25 ng/mL
Benzodiazepines-	semi-quantitative > 200 ng/mL
Methadone-	semi-quantitative > 300 ng/mL
Propoxyphene-	semi-quantitative > 300 ng/mL
Barbiturates –	semi-quantitative > 200 ng/mL

PARTICIPANT SCHEDULE
To the Master Services Agreement
Between
County of Cuyahoga
And
The MetroHealth System

This Schedule is subject to the Master Services Agreement between the County of Cuyahoga and The MetroHealth System, the terms and conditions of which are fully incorporated into this Schedule as though rewritten (together, the "Agreement"), and will be fully enforceable by MetroHealth and the Participant listed herein.

1. Participant:

Cuyahoga County Division of Children and Family Services - Pediatric
Foster Care Program

2. Contact Information for Participant:

Jacqueline McCray, Deputy Administrator
3955 Euclid Avenue
Cleveland, OH 44115

3. Billing Address for Participant:

Audrey Beasley, Business Services Manager
3955 Euclid Avenue
Cleveland, OH 44115

4. Basic Services to be provided by MetroHealth and Fees

As listed in the following attachments to this Schedule, each of which is fully incorporated herein:

- a. Attachment A-1: Pediatric Foster Care Joint Program

5. Special/Additional Services to be provided by MetroHealth and Fees

As listed in the following attachments to this Schedule, each of which is fully incorporated herein:

N/A

6. Term & Termination

Initial Term: October 1, 2013 to September 30, 2015

This Participant Schedule may be renewed for additional terms of not less than one year each (each a "Renewal Term") by an amendment mutually executed by the parties at any time prior to the end of the then current term.

During any active term, either Party may terminate any service hereunder or the entire Participant Schedule, without cause, by giving the other Party at least ninety (90) days prior written notice, or as provided in Section XII of the Master Services Agreement.

7. Payment and Service Limitations

In no event, shall payments to MetroHealth under this Participant Schedule exceed Two hundred twenty one thousand nine hundred and eighty two dollars and no cents (\$221,982.00) per contract year, totaling Four Hundred Forty Three Thousand Nine Hundred Sixty Four Dollars (\$443,984.00) the "Maximum Amount".

In no event shall MetroHealth have any obligations to continue providing Services under this Participant Schedule when the fees for Services rendered have reached or exceeded the Maximum Amount.

8. Notice

Notice to Participant under this schedule should be sent to:

**Jacqueline McCray, Deputy Administrator
Cuyahoga County Division of Children and Family Services
3955 Euclid Avenue
Cleveland, OH 44115**

Notice to MetroHealth under this schedule should be sent to:

As shown in each Exhibit.

9. Appropriation of Funds

Index Codes CF134015

[[Signature Page Follows.]]

Acknowledged and Agreed:

Participant:

The MetroHealth System

By: _____

Name, Title

Date: _____

By: _____

Edward Hills, D.D.S.
Chief Operating Officer

Date: 10/31/13



Approved as to Form

The MetroHealth System
Office of General Counsel

By: _____

Date: 10/30/2013

**ATTACHMENT A-1
TO THE PARTICIPANT SCHEDULE
BASIC SERVICES AND FEES**

Pediatric Foster Care Joint Program

METROHEALTH CONTACT & NOTICE ADDRESS

Lydia Bert, Administrative Director, OB/GYN

Department of Pediatrics

2500 MetroHealth Drive

Cleveland, Ohio 44109

Program Budget per Year	METROHEALTH FTE	PARTICIPANT CONTRIBUTION	PARTICIPANT CONTRIBUTION
Analytics Specialist MGT of Statistical Data	0.2	\$23,063	\$0
Social Worker	0.5	\$39,312	\$0
Secretarial Support	0.6	\$9,435	\$18,870
Medical Director	0.1		\$20,966
Nurse Practitioner	0.75		\$98,280
Care Coordinator	1		\$83,866
Supplies	N/A	\$2,500	\$0
Fax Scanner Printer Computer	N/A	\$6,000	\$0
TOTAL	2.85	\$80,310	\$221,982

Basic Services:

This MetroHealth Pediatric Foster Care model promotes

- Team collaboration through a multi-disciplinary approach
- Excellent holistic care to this vulnerable population
- A focus on the health and wellbeing of all children in Cuyahoga County

MetroHealth will complete the initial medical triage prior to placement for all children in CCDCFS custody. In order to better serve children in CCDCFS foster care, MetroHealth will establish a Pediatric Nurse Practitioner position that CCDCFS can call/page when a child is in need of an initial medical triage.

The MetroHealth Pediatric Nurse Practitioner will determine the best location to triage the child based on patient volume and pre-scheduled appointments. CCDCFS staff transports child to medical triage appointment.

All children who are assessed in the MetroHealth foster care program will have an individual roster and age-appropriate, diagnosis-related care plan initiated within the first 30 days of custody.

All children will leave the initial medical triage with a scheduled 30 day follow up appointment to include; a comprehensive physical exam and psychiatric screening with age-appropriate diagnosis and routine health maintenance as recommended by the American Academy of pediatrics (AAP).

To reduce visits by foster children to the MetroHealth Emergency Department during regular business hours and improve health outcomes, children will be referred to a pediatric medical home, if they do not already have one.

MetroHealth will link aged-out youth to a primary care provider within six (6) months of terminating their involvement in foster care.

Hours of Operation:

- Intake assessments during regular business hours Monday-Friday (excluding holidays) 8am-5pm
- After business hours intake assessments (after 5p and holidays, weekends)

Ongoing intake assessments and patient care

Medical Home

- National Committee for Quality Assurance (NCQA) Recognition as a Level III Medical Home for patients seen in Comprehensive Care
- Pediatric Nurse Practitioner
- Registered Nurse Care Coordinator(RNCC)
- Foster parents who elect a MetroHealth provider as the Primary Care Provider (PCP) will work with the RNCC at the MH. RNCC will offer a site convenient for the foster family.
 - Each child will be given an intake psychological screening as part of their assessment.
 - If warranted, a referral will be made to the child psychology department

Team Based Care

- Foster Child/Foster Care Parent owns the care plan and seeks care through medical home

- Care Coordinator is a new role held by an RN, who helps the patients navigate the system based on knowledge of their needs; high communication skills and cultural literacy are necessary
- Attending Physician manages the team and focus on the more complex cases
- Nurse Practitioner serves patients without physician intervention
- RNs fully leverage their capability to deliver care and education and delegate admin tasks
- MTAs deliver care assistance and education
- Social Worker is tightly integrated into the care team, participating in chart reviews
- All patients will be assigned a Care Coordinator by the Nurse Practitioner.
- Resident Physicians are part of some teams

Ongoing intake assessments and patient care

Ongoing intake assessments and patient care

- Tracking of medical diagnosis
- Notification of missed children health screens, RN Care Coordinators will be available for 1:1 education, questions, triage of urgent issues
- Children enrolled in the MH foster care program will receive priority scheduling and check in at appointments
- All aspects of the care will be monitored by the Nurse Practitioner and will be the direct contact for all inquiries from the caseworkers.

Measuring outcomes

Goal:

- All children who are assessed in the MH foster care program will have a care plan initiated. (Exception) Children who receive care outside of the MHS will be unable to be tracked for this objective.

Objective:

- 100% of the children who continue to receive care within the MetroHealth System will have an individual roster and age-appropriate, diagnosis-

related care plan initiated within the first 30 days of custody (During foster care as well as the 1st year of reunification).

Measured Outcome:

- Quarterly statistics on the number of children assessed with relevant acuity levels and compilation of their placement by city/county will be reported.

(Reunified children who continue to receive care through the MH system will also be tracked for the 1st year).

Goal:

- Children enrolled in the MetroHealth System will receive care as recommended by The American Academy of Pediatrics (AAP).

Objective:

- 100% of the children who continue to receive care within the MetroHealth System will receive a comprehensive physical exam, and developmental behavioral screening with an appropriate screening tool with age appropriate diagnosis and routine health maintenance within 30 days.

Measured Outcome:

- Quarterly statistics on the number of children who have met the set standards of care will be tracked. This will be reflected as a % of recommended visits and diagnostics completed broken down by each standard.

Goal:

- Children enrolled in the MH foster care program will have fewer Emergency Department visits for urgent care during regular clinic hours.

Objective:

- To reduce inappropriate utilization of MH Emergency Department by 25% by channeling their care through pediatric medical homes.

Measured Outcome:

- Quarterly statistics documenting the number of MetroHealth Emergency Room visits during regular business hours; ED visits resulting in appropriate admissions and those that could/should have been seen in a regular clinic visit.

Goal:

- Clients who are 'aged-out' of the system will be successfully established with a primary care provider. Exception: Patients who receive care outside of the MHS will be unable to be tracked for this objective.

Objective:

- 80% of the patients who 'age-out' will be established with a PCP within 6 months of terminating their involvement in foster care.

Measured Outcomes:

- Quarterly visit statistics and medical record audits will be tracked.

Goal:

- An effective collaboration will be established and maintained between DCFS caseworkers and the MH Program Management and staff.

Objective:

- Positive patient outcomes and satisfaction will result from healthcare teams working collaboratively with DCFS.

Measured Outcome:

- Agreed upon outcome measures and patient / program satisfaction; indicators of efficient and effective practice at the organizational level.

PARTICIPANT SCHEDULE
To the Master Services Agreement
Between
County of Cuyahoga
And
The MetroHealth System

This Schedule is subject to the Master Services Agreement between the County of Cuyahoga and The MetroHealth System, the terms and conditions of which are fully incorporated into this Schedule as though rewritten (together, the "Agreement"), and will be fully enforceable by MetroHealth and the Participant listed herein.

1. Participant:

Cuyahoga County Division of Children and Family Services - Toxicology

2. Contact Information for Participant:

**Patricia Rideout, Administrator
3955 Euclid Avenue
Cleveland, OH 44115**

3. Billing Address for Participant:

**Audrey Beasley, Business Services Manager
3955 Euclid Avenue
Cleveland, OH 44115**

4. Basic Services to be provided by MetroHealth and Fees

As listed in the following attachments to this Schedule, each of which is fully incorporated herein:

a. Attachment A-1: Toxicology Services

5. Special/Additional Services to be provided by MetroHealth and Fees

N/A

6. Term & Termination

Initial Term: August 1, 2011 to July 31, 2016

This Participant Schedule may be renewed for additional terms of not less than one year each (each a "Renewal Term") by an amendment mutually executed by the parties at any time prior to the end of the then current term.

During any active term, either Party may terminate any service hereunder or the entire Participant Schedule, without cause, by giving the other Party at least ninety (90) days prior written notice, or as provided in Section XII of the Master Services Agreement.

7. Payment and Service Limitations

In no event, shall payments to MetroHealth under this Participant Schedule exceed \$255,000.00 per year. The maximum amount shall not exceed \$1,275,000.00 for the Initial Term of this Schedule.

In no event shall MetroHealth have any obligations to continue providing Services under this Participant Schedule when the fees for Services rendered have reached or exceeded the Maximum Amount.

8. Notice

Notice to Participant under this schedule should be sent to:

Patricia Rideout, Administrator
Cuyahoga County Division of Children and Family Services
3955 Euclid Avenue
Cleveland, OH 44115

Notice to MetroHealth under this schedule should be sent to:

As shown in each Exhibit.

9. Appropriation of Funds

As provided in the Agreement.

[[Signature Page Follows.]]

Acknowledged and Agreed:

Participant:

The MetroHealth System

By: _____
Name, Title

Date: _____

By: 
Edward Hills, D.D.S.
Chief Operating Officer

Date: 10/31/13



Approved as to Form
The MetroHealth System
Office of General Counsel

By: 
Date: 10/30/2013

**ATTACHMENT A-1
TO THE PARTICIPANT SCHEDULE
BASIC SERVICES AND FEES**

Pediatric Foster Care Joint Program

METROHEALTH CONTACT & NOTICE ADDRESS

Carol Iaffaldano, Senior Director, Support Services
Department of Pathology
2500 MetroHealth Drive
Cleveland, Ohio 44109

Basic Services:

Service	Fees
Business Hours Specimen Collection	Included
After-hours Specimen Collection (8pm-8am)	\$20/collection
Confirmations (as required)	Included
Maintaining chain of custody (if required)	Included
Storage and confidential notification	Included
10 panel screen	\$31/screen
9 panel screen	\$31/screen
5 panel screen	\$31/screen
Breathalyzer (alcohol) test	\$25/test
Hair sample test	\$85/test
Blood draw + test (alcohol)	\$20/test
Testimonial/court/legal support	At Cost
Secure Access to electronic results	Included

PARTICIPANT SCHEDULE
To the Master Services Agreement
Between
County of Cuyahoga
And
The MetroHealth System

This Schedule is subject to the Master Services Agreement between the County of Cuyahoga and The MetroHealth System, the terms and conditions of which are fully incorporated herein as though rewritten herein (together, the "Agreement"), and will be fully enforceable by MetroHealth and the Participant listed herein.

1. Participant:

COURT OF COMMON PLEAS, JUVENILE COURT DIVISION

2. Contact Information for Participant:

Karen Lippmann
Deputy Director, Grants Management

3. Billing Address for Participant:

9300 Quincy Ave.
Cleveland, OH 44106

4. Basic Services to be provided by MetroHealth and Fees

As listed in the following attachments to this Schedule, each of which is fully incorporated herein:

- a. Attachment A-1: Pediatric Physician & Nurse Practitioner
- b. Attachment A-2: Basic Nursing Services
- c. Attachment A-3: Hospital, Outpatient, and Emergency Services

5. Term & Termination

Initial Term: July 1, 2013 to June 30, 2015

This Participant Schedule may be renewed for additional terms of not less than one year each (each a "Renewal Term") by an amendment mutually executed by the parties at any time prior to the end of the then current term.

During any active term, either Party may terminate any service hereunder or the entire Participant Schedule, without cause, by giving the other Party at least ninety (90) days prior written notice, or as provided in Section XII of the Master Services Agreement.

6. Payment and Service Limitations

In no event, shall payments to MetroHealth under this Participant Schedule exceed \$1,215,495.92 annually or \$2,430,991.84 over the term of the agreement.

In no event shall MetroHealth have any obligations to continue providing Services under this Participant Schedule when the fees for Services rendered have reached or exceeded the Maximum Amount.

7. Notice

Notice to Participant under this schedule should be sent to:

Karen Lippmann
Deputy Director, Grants Management
Cuyahoga County Juvenile Court
9300 Quincy Ave.
Cleveland, OH 44106
(216) 698-4791

Notice to MetroHealth under this schedule should be sent to:

Please see notice address for services in the respective attachments.

8. Appropriation of Funds

As provided in the Agreement.

Acknowledged and Agreed:

Participant:

By: Marita Kavalec
Marita Kavalec, Court Administrator

Date: 6/25/13

The MetroHealth System

By: Edward Hills
Edward Hills, D.D.S.
Chief Operating Officer

Date: 6/31/13

Approved as to Form
The MetroHealth System
Office of General Counsel

By: John C. Coughlin
Date: 10/30/2013

**ATTACHMENT A-1
TO THE PARTICIPANT SCHEDULE
BASIC SERVICES AND FEES**

Pediatric Physician & Nurse Practitioner

NOTICE ADDRESS: The MetroHealth System
Department of Pediatrics
2500 MetroHealth Drive
Cleveland, Ohio 44109

Basic Services and Fees				
Services of a physician in the field of pediatric medicine and medical services	MD, licensed to practice in Ohio	Philip Fragassi	10 hours each week	\$4,585.08
Services of nurse practitioner in the field of pediatric medicine and related services	NP, licensed to practice in Ohio	Melissa Lohr Panzero	10 hours each week	\$3,337.59
24/7 ON-CALL Support	Licensed to practice in Ohio, where applicable	N/A	N/A	\$3,889.59

Description Of Services - MetroHealth shall provide services of a physician and/or nurse practitioner on-site at the Court's Juvenile Detention Center. A schedule of physicians and/or nurse practitioners who will be providing on-site services and on-call services will be prepared monthly and forwarded to the Court's Detention Center. The schedule will indicate days and times of on-site services arranged between the physicians and the Court's Detention Center staff, will give the names of physicians who will provide on-site service, and will give the names of physicians who will be on-call (available by telephone).

1. Physician or Nurse Practitioner On-Site

- 1.1 A physician shall be on-site ten (10) hours each week. These sessions will occur on a regular basis during hours of service agreed upon by MetroHealth and the Court. Ordinarily, on-site sessions will not be scheduled for County-recognized holidays and weekends.
- 1.2 A nurse practitioner shall be on-site ten (10) hours each week. These sessions will occur on a regular basis during hours of service agreed upon by MetroHealth and the Court. Ordinarily, on-site sessions will not be scheduled for County-recognized holidays and weekends.
- 1.3 The on-site physician/nurse practitioner will provide medical intake for new admissions and follow-up care to the Court's Detention Center youth population. This medical intake will include: a review of available medical history; and

performance of a complete physical examination. The physical examination will include genital and/or pelvic examination for all admissions unless specifically refused and/or determined unnecessary; supervision of appropriate health screening; a written account in the Court's medical information system summarizing these events including a list of identified medical problems and/or medical service's needs; physician orders for medical care deemed necessary and appropriate.

- 1.4 The on-site physician/nurse practitioner shall provide medical care in the Court's Detention Center for residents with acute medical complaints.
- 1.5 Physician/nurse practitioners on-site will review the medical records, medical orders, and laboratory reports made available for detained youth to ensure that medical care is reasonable and appropriate. A report to the on-site physician/nurse practitioner about deviation from expected medical care outcome or about an abnormal laboratory report will prompt a clinical review to ascertain medical care status of the detained youth. A repeat visit with the youth for additional physical examination and/or medical history may be necessary for these situations.

2. Physician On-Call

- 2.1 A physician will be available by telephone, twenty-five (24) hours a day, seven days a week, to support on-site staff about emerging medical problems and to facilitate urgent care decisions.
- 2.2 On-call services will be provided predominantly by the same physician who provide on-site services and/or by the medical administrator supervising this Agreement.

3. Recommendations for Needed Clinical Services

- 3.1 The physician/nurse practitioner on-site or on-call will recommend referral of residents to other medical specialties or clinical services when necessary for safe and appropriate medical care.
- 3.2 The physician/nurse practitioner will facilitate the arrangements for these consultations when necessary.
- 3.3 The physician/nurse practitioner will help interpret the reports of consultations and necessary additional clinical services and will give direction to Court staff in order to accomplish, as appropriate, the medical care recommended by the physician/nurse practitioner.
- 3.4 The physician/nurse practitioner on-site will collaborate with the consultant medical specialist as necessary so that follow-up is provided and continuity of care is served.
- 3.5 The cost of other medical specialties or clinical services is not included in this agreement.

ATTACHMENT A-2
TO THE PARTICIPANT SCHEDULE
BASIC SERVICES AND FEES

Basic Nursing Services

NOTICE ADDRESS: The MetroHealth System
 Department of Nursing
 2500 MetroHealth Drive
 Cleveland, Ohio 44109

Table 1

Basic Nursing Services				
Supervision and management of nursing department and staff and the general flow of the clinical area. Assists Court Administration in developing medical policy and procedures.	RN license	Mary Beth Corrigan	1.00 FTE	\$9,479.49
Clinical Nurse-Support for the nursing supervisor and LPN's. Second and Third shifts	RN license	Lacresha Rox, Kathleen Klerc, Available Staff (2.8)	3.80 FTE	\$32,656.56
Secretary, schedules appointment with the coordination of security and transportation Various clerical duties	Secretarial Training	Juanita Casteel	0.60 FTE	\$3,088.60
Provides nursing services to youth within the scope of an LPN license	LPN license	Available Staff	2.8 FTE	\$19,159.42
	PRN – LPN license	Available Staff	0.72 FTE	\$4,926.71
	Overtime – LPN, RN, Secretary	All of the above	.25 FTE	\$2,604.13
Shift Differential Cost (see Table 2 below)				\$896.48

Table 2

Shift		Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Day	RN Sup.	1	1	1	1	1	0	0
	Secretary			Three 8-hour days ^A			0	0
	RN	0	0	0	0	0	1	1
	LPN *	2	2	2	2	2	0	0
Evening	RN	1	1	1	1	1	1	1
Night	RN	1	1	1	1	1	1	1

* The third LPN on Day shift will work from 11am to 7pm

^A Secretary days shall be determined by both parties.

Description Of Services - MetroHealth shall provide a Nursing Supervisor and nursing staff for the Court's Juvenile Detention Center. The Nursing staff shall provide services for residents of the Detention Center and will meet the following qualifications.

1. Nursing Services

- 1.1 The Nursing Staff will provide nursing services on site at the Court's Juvenile Detention Center for all medical clinic and nursing care needs of Detention Center residents twenty-four hours a day/ seven days a week. The Nursing staff during the daytime, weekday shift shall include one (1) Registered Nurse (RN) nursing supervisor; two (2) Licensed Practical nurses (LPN), with the second Licensed Practical Nurse working a split shift (typically 11AM – 7PM). Additionally, a secretary shall work during the weekday daytime hours the equivalent of three (3) days/ week. During the weekday evening and night shifts, the nursing staff shall include one (1) Registered Nurse (RN). During the weekend, for all shifts, the nursing staff shall include one (1) Registered Nurse (RN).
- 1.2 The Nursing Supervisor will manage the operations of physician sessions, maintenance of supplies, records, annual policy review and development and all functions carried out by the Court's nursing staff.
- 1.3 The Nursing Supervisor will attend regular meetings with the Superintendent of the Court's Detention Center to review ongoing services and issues. Other staff, as determined appropriate, or as assigned responsibility by the Court, may be invited to attend these meetings to allow interdisciplinary collaboration. These meetings will be held at mutually agreed times and occur no less often than quarterly. Monthly meetings may be scheduled for the initial year of this Agreement.
- 1.4 The cost of MetroHealth's supplies is not included in this Agreement, except that the Court shall provide all supplies and equipment to provide services to youth.
- 1.5 The Court requires that the Nursing staff attend suicide response training, Emergency Response Training (E.R.T.) and Crisis Physical Intervention training in using appropriate techniques of non-violent physical crisis intervention for the safety and security of residents and staff.

**ATTACHMENT A-3
TO THE PARTICIPANT SCHEDULE
BASIC SERVICES AND FEES**

Hospital, Outpatient, and Emergency Services

NOTICE ADDRESS: The MetroHealth System
Chief Operating Officer
2500 MetroHealth Drive
Cleveland, Ohio 44109

Procedure Schedule & Fees

Procedure Schedule & Fees	
Med/Surg	\$1,011.50
OB Vaginal Delivery: First Day	\$1,780.75
OB Vaginal Delivery: Additional Days	\$1,011.50
OB Caesarian	\$2,192.15
Medical ICU	\$2,813.50
Surgical ICU	\$2,813.50
Cardiac Care Unit	\$2,762.50
Burn ICU	\$3,187.50
Pediatric ICU	\$2,813.50
Neonatal ICU	\$2,949.50
Boarder Baby	\$467.50
Partial Hospitalization/MH	\$192.10
Rehabilitation: General Rehabilitation	\$1,113.50
Rehabilitation: Brain/Spinal Cord Injury	\$1,113.50
Skilled Nursing Services : Skilled Care	\$340.00
Skilled Nursing Services : Skilled Nursing	\$297.50

Outpatient Services	
Emergency Room	77%
All other Outpatient Services	87%

Description of Services - MetroHealth will maintain a licensed and a properly accredited facility and shall remain so at all times during the term of the Agreement. The Provider shall be responsible for credentialing professional providers in accordance with NCQA standards as set forth in MetroHealth's System Credentialing and Re-credentialing Procedures Manual and any other requirements set forth by State and/or Federal regulations. MetroHealth shall submit industry standard information for claims processing and member services. MetroHealth shall allow the Court to perform an on-site audit of the credentialing files no more than once annually.

1. MetroHealth shall provide the necessary inpatient and outpatient and other hospital-related and medical staff services for Juvenile Court Detention Center residents during the term of this Agreement.
 - 1.1 The Court shall use all best efforts to utilize MetroHealth's pediatric Clinic during normal business hours. The Court shall schedule all non-emergency/urgent physician visits or consults in advance. There may be instances due to emergency/special care requirements that it may be necessary to admit a Court Detention Center resident at MetroHealth's facility.
 - 1.2 Youth transfer/travel arrangements shall be made by the Court by the designated Court management staff in coordination with the medical services staff on site at the Juvenile Detention Center, who shall coordinate the inpatient hospitalization and security requirements with the appropriate Provider facility staff. MetroHealth understands and agrees that should the Court have to transfer a patient for inpatient services, MetroHealth agrees to provide the Court with the appropriate HCFA or UB 92 form for all patients receiving care at MetroHealth's facility.
 - 1.3 In the event that surgery and/or admission is deemed urgent and MetroHealth is unable to contact medical services staff on site at the Juvenile Detention Center, MetroHealth shall contact the medical services staff on site at the Juvenile Detention Center and/or their designee within 24 hours of the first business day after such occurrence to receive authorization. MetroHealth shall assist in physician communication regarding each case.
2. In consideration for Inpatient and outpatient services rendered pursuant to this Agreement, MetroHealth shall be paid in accordance with the Procedure Schedule and Fees listed above. In addition, when private insurance is available, MetroHealth shall consider the insurance company to be the primary payor and the Court to be the secondary payor.
3. No relationship of employer and employee is created by this Agreement, it being understood that MetroHealth will act hereunder as an independent contractor.