

**CUYAHOGA COUNTY DIVISION OF SENIOR & ADULT  
SERVICES  
CONTRACTUAL AGREEMENT BETWEEN THE  
COUNTY of CUYAHOGA, OHIO  
And  
FIRST CHOICE MEDICAL STAFFING OF OHIO, INC.**

**THIS AGREEMENT** dated as of \_\_\_\_\_, 2013 is made and entered by and between the County of Cuyahoga, Ohio (the "County"), on behalf of the Division of Senior & Adult Services (DSAS), 13815 Kinsman Road, Cleveland, Ohio 44120, and First Choice Medical Staffing of Ohio, Inc., a corporation with the principal office located at 1457 West 117<sup>th</sup> St., Cleveland, OH 44107 (herein after referred to as "Provider").

**WITNESSETH**

**Whereas**, DSAS requires specialized physical, occupational, speech therapy, and temporary nursing services from the First Choice Medical Staffing of Ohio, Inc. to assist DSAS in providing therapy and temporary nursing services to persons within the Cuyahoga County area, and;

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

**Whereas**, the Provider has demonstrated through the informal bid process that it possesses the necessary expertise, knowledge, resources and initiative to successfully assist DSAS in accomplishing the aforementioned objectives.

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

The aforementioned parties mutually agree upon the following:

**ARTICLE I - SCOPE OF SERVICES:**

The Provider agrees to provide Physical/Occupational/Speech Therapy and Temporary Nursing Services to persons within the Cuyahoga County area, upon request of DSAS or its duly authorized representatives. Such services shall be rendered only in accordance with orders of the attending physician, for any person within the designated areas for which services are requested.

Such service(s) shall be inclusive of, but not limited to the following:

- A unit of service is equal to one hour.

## **PHYSICAL/OCCUPATIONAL/SPEECH THERAPY SERVICES**

Provider hereby agrees to provide services under general supervision of DSAS, or its duly authorized representative, and under the direction of the attending physician of the person to whom services are to be provided, and only after acceptance of the person as a patient by the representatives of DSAS, in accordance with Medicare regulations and the Ohio Department of Jobs and Family Services (ODJFS) Policy and Procedure Manual.

In addition to the provision of these services, Provider shall, when requested by DSAS or its authorized representative, collaborate with DSAS personnel in the development, review and revision of the patient care plan. Participate in case review meeting, policy formation and staff training, as needed (or upon request).

Provider shall document and provide for each patient the initial assessment, the proposed plan of care/summary notes will be completed within 7 days of the visit. The Provider shall document clinical notes for each visit reflecting care given, teaching, observations made and the discharge summary. Provider shall forward said notes to DSAS on a weekly basis so that they may be incorporated into the medical record. The individualized plan of care will be developed, reviewed and revised by the provider with the required physician authorization. Both the physician and DSAS will be notified of changes in the patient's condition and need to modify the plan of care so that care can appropriately be coordinated. Revisions in the plan of care will be written, dated and signed by the physician before incorporated into the patient's clinical record.

Provider will be available for the client seven (7) days per week.

Provider and any of its employees whose services are provided hereunder shall perform duties including, but not limited to the following:

- a. Screen all physical, occupational and speech therapy patients.
- b. Where required or requested, assist the physician in evaluating patients and developing a plan of treatment by performing diagnostic and prognostic tests as appropriate.
- c. Give patient care services that Provider is qualified to render in accordance with the plan of treatment including physical/occupational/ speech and preventative therapy training services; such as fall prevention as requested.
- d. Observe record and report to patient's physician and appropriate personnel of DSAS the patient's response to treatment and any change in the patient's condition.

- e. Participate with other health team personnel of DSAS in staff meetings, policy formation, planning the manner in which a plan of treatment should be carried out, participate in the update and revision of the patient care plan decisions, case planning and evaluating patient care in individual cases and in-service training sessions.

## **NURSING SERVICES**

- a. The provider agrees to provide temporary nursing services to persons within the Cuyahoga County area, upon request of DSAS or its duly authorized representatives. Such services shall be rendered for any person within the designated areas for which services are requested.
- b. Nursing services will be used to augment permanent staff positions and to provide coverage during extended staff illnesses and vacation during the contract period. Should DSAS lose staff permanently during the course of the contract period, we would actively recruit for more full-time staff, and use of the supplemental staff may fluctuate during the contract period. Temporary nurses will accept assignments that may include, but not limited to: non-skilled nursing visits (e.g. Options, Ryan White and private pay assessments and re-assessment visits) and skilled nursing visits (e.g. OASIS comprehensive/initial skilled nurse visits, OASIS re-certification visits, wound care, medication management, home health supervisory visits) and all other duties as assigned within the scope of nursing practice. The agency should be available to staff the entire Cuyahoga County area.
- c. The provider hereby agrees to provide services under general supervision of DSAS, or its duly authorized representative, and under the direction of the attending physician of the person to whom services are to be provided, and only after acceptance of the person as a patient by the representatives of DSAS, in accordance with Medicare regulations and the Ohio Department of Jobs and Family Services (ODJFS) Policy and Procedure Manual.
- d. In addition to the provision of these services, the provider shall, when requested by DSAS or its authorized representative, collaborate with DSAS personnel in the development, review and revision of the patient care plan. Participate in case review meetings, policy formation and staff training, as needed (or upon request).
- e. The provider shall document and provide for each patient the initial assessment, the proposed plan of care and summary notes which shall be completed within 7 days of the visit. The provider shall document clinical notes for each visit reflecting care given, teaching and observations made. The provider shall forward said notes to DSAS on a weekly basis so that they may be incorporated into the medical record. DSAS will be notified of changes in the patient's condition and need to modify the plan of care so that care can appropriately be coordinated.

- f. The provider will be available for the client services Monday through Friday from 7:30 a.m. to 5:30 p.m.
- g. The provider and any of its employees whose services are provided hereunder shall perform duties including, but not limited to the following:
  - a. Provide registered nurse (R.N.) and/or licensed practical nurse (L.P.N.) services.
  - b. Participate in 2-day orientation sessions, hosted by DSAS, covering DSAS paperwork and technology, after which they will begin seeing clients. The contracted agency should work to provide regular staffing as much as possible to ensure that these orientations are minimized.
  - c. Where required or requested, assist the physician in evaluating patients and developing a plan of treatment by performing diagnostic and prognostic tests as appropriate.
  - d. Give patient care services that the provider is qualified to render in accordance with the plan of treatment.
  - e. Observe, record and report to patient's physician and appropriate personnel of DSAS the patient's response to treatment and any change in the patient's condition.
  - f. Participate with other health team personnel of DSAS in staff meetings, policy formation, planning the manner in which a plan of treatment should be carried out, participate in the update and revision of the patient care plan decisions, case planning and evaluating patient care in individual cases and in-service training sessions.
  - g. Dress in a professional manner that allows flexibility in the workplace. Scrubs and tennis shoes are the expected forms of dress.

## **ARTICLE II – PROVIDER QUALIFICATIONS:**

Provider and any of its employees whose services are provided hereunder shall:

1. Comply with the Health Insurance Portability and Accountability Act (HIPAA) with regards to personal and health information.
2. Be qualified in the State of Ohio to practice the services it provides hereunder.
3. Be re-oriented to all applicable ODJFS policies and procedures of DSAS by Provider from time-to-time.

4. Provider will be involved in patient-related services of DSAS, unless personnel have not met all applicable DSAS policies including personnel qualification. DSAS will have on file prior to the Provider's employee service, copies of licenser, tuberculosis screening, health examination and/or any other relevant information requested by DSAS.
5. Provide the services procured herein and shall not subcontract with, or otherwise delegate performance of such contract with another provider or person for these services without the express written consent of DSAS.
6. Meet the applicable Conditions of Participation for Home Health Agencies, 42 C.F.R. Part 405, Subpart 1, Conditions of Participation for Home Health Agencies, and all applicable Home Health Agency laws and regulations of this State.
7. Provider must have in-home Medicare/Medicaid experience relative to client services and documentation.
8. Provider must have experience with preparation of or providing documentation for Medicare Cost reporting.
9. The provider shall have written job descriptions or statement of job responsibilities that include qualifications and expectations for each position involved in the direct delivery of the contracted services.
10. BCII (Bureau of Criminal Identification and Investigations) background checks shall be completed on all workers who provide services in client homes, including direct service workers and supervisory personnel, regardless of hire date demonstrating their ability to work with seniors in accordance with the OAC 173.901.
11. The provider shall respond to DSAS Requests for Service by phone, e-mail or fax and reply within 24 hours (one business day) of the date the referral was made.
12. A unit of service equals one (1) hour.

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

The Provider shall successfully provide all services as specified in the contract commencing on **June 1, 2013** and ending on the close of business on **May 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 Provider'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 IV - 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 \$10,000.00 for the contract period.**

**ARTICLE V- BILLING RATE:**

Subject to the limitation specified in Article IV, the amount to be reimbursed for services procured pursuant to the terms and conditions of this agreement will be based on the following unit rate for the duration of this agreement:

Unit Rate: <u>\$84.00</u>	Per Service: Physical Therapy
Unit Rate: <u>\$84.00</u>	Per Service: Occupational Therapy
Unit Rate: <u>\$84.00</u>	Per Service: Speech Therapy
Unit Rate: <u>\$84.00</u>	Per Service: Therapy Training
Unit Rate: <u>\$80.00</u>	Per Service: R.N. Services
Unit Rate: <u>\$75.00</u>	Per Service: L.P.N. Services

**ARTICLE VI – TERMS OF PAYMENT:**

The provider shall submit their complete and accurate monthly invoice no later than the 15<sup>th</sup> business day following the month of service. Only one bill will be accepted each month and the bill should contain billing for any previous month.

- a. DSAS shall have the right to refuse payment to the provider when the first and only bill is not received within 60 days of the date of service delivery.
- b. Invoices should be submitted to:

Cuyahoga County Division of Senior & Adult Services  
Attn.: Financial Services Unit  
13815 Kinsman Road  
Cleveland, OH 44120

Invoices should contain:

- a. The nurse and/or therapist's name
- b. A brief description of services including the patient's name

- c. Dates and times worked
- d. Unit rate
- e. Total charges

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

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

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

The provider shall obtain documentation, signed and dated by the client, for each instance of service delivery.

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

Such invoices shall include the contract number, units of service(s) provided in accordance with Article I and the unit rate set in Article V of this contract.

Payment will not be rendered without an invoice listing services provided for the billing period in one-hour increments detailing actual service(s). Billings will be approved by appropriate DSAS staff. DSAS will not be subject to late fees or interest payment penalties

**UNDER NO CIRCUMSTANCES SHALL DSAS REIMBURSE THE PROVIDER MORE THAN TEN THOUSAND DOLLARS AND \$10,000.00 WHICH IS THE TOTAL OF THIS CONTRACT.**

#### **ARTICLE VII - DUPLICATE BILLING:**

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

#### **ARTICLE VIII - SUBCONTRACTING: (IF APPLICABLE)**

When deemed necessary to deliver the quantity and quality of services as specified in this contract and/or the Provider's bid, the Provider 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 Provider of its liability under this contract. The Provider is responsible for making direct payment to its subcontractors for such service(s) rendered as part of this agreement. DSAS will not be required to make direct payment(s) to nor held liable for any payment not made by the Provider for subcontracted services provided under the auspices of this contract.

**ARTICLE IX - INDEPENDENT PROVIDER STIPULATIONS:**

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

**ARTICLE X – SAFEGUARDING/CONFIDENTIALITY OF CLIENT RECORDS:**

The Provider 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 writing consent of the client or his/her responsible guardian and/or DSAS.

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

The Provider shall maintain and preserve all financial records related to this contract. All records must remain in the Provider'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 Provider shall retain records until completion of this action and all issues which arise from it or until the end of the seven (7) year period, whichever is later.

**ARTICLE XII - 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 Provider has been reduced or increased.
- b. The quality, quantity or scope of purchased services requested by DSAS has been reduced or increased.
- c. The Provider fails to meet the necessary state and federal licensing requirements.
- d. The time period needs to be extended.

**ARTICLE XIII - CONTRACT TERMINATION:**

DSAS shall have the right to terminate this agreement for any reason as a result of the Provider's failure to perform all contract deliverables as specified within this agreement. 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 Provider shall provide all services required by this contract up to and including the date of termination, and shall be compensated upon receipt of an invoice on a monthly basis for services rendered. Payment for all services provided in accordance with the provisions of this contract are contingent upon the availability and appropriation of local funding and allocation of federal funds annually.

**ARTICLE XIV – MODIFICATION/EXTENT OF AGREEMENT:**

This contract represents the entire integrated agreement between DSAS and the Provider and supersedes all prior negotiations, representations, or agreements, either written or oral. By mutual consent of DSAS and the Provider, this contract may be modified whenever such modifications are deemed necessary. Any such modifications shall be reduced to writing and signed by both parties.

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

The Provider 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 prohibited except upon the written consent of the client or his/her responsible guardian and/or DSAS.

**ARTICLE XVI - ANTI-DISCRIMINATION:**

DSAS and the Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VII of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments including the Americans With Disabilities Act of 1992. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract.

The Provider also agrees as a condition of the contract to comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto. If the Provider or its agents or subcontractors are found to be out of compliance with any aspects of this provision, it may be subject to investigation by DSAS, the County or its duly appointed agent and subject to termination of this contract.

**ARTICLE XVII - INDEMNITY:**

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

**ARTICLE XVIII - INSURANCE:**

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

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

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

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

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

**ARTICLE XIX - PUBLICITY:**

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

**ARTICLE XX - 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 and First Choice Medical Staffing of Ohio, Inc. have each caused this Contract to be signed and delivered by its duly authorized representative as of the date first written above.

First Choice Medical Staffing of Ohio, Inc.

By:                     

County of Cuyahoga, Ohio

Edward FitzGerald, County Executive

By:                     

Edward FitzGerald, County Executive  
2013-09-20 16:47:26