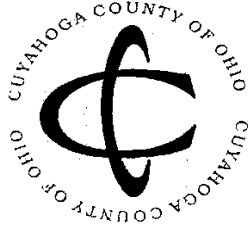


CONTRACT
ENCUMBRANCE NO. CE1100041-01

REQUISITION NO. RQ 17886



CONTRACT

FOR

Homemaking Services

TIME PERIOD: January 1, 2011 through December 31 2012

CONTRACTOR: Menorah Park Center for Senior Living
Bet Moshav Zekenim Hadati

FEDERAL ID - 34-0714443

ADDRESS: 27100 Cedar Road
Beachwood, Ohio 44122

CONTRACT PRICE: \$15,162.00

CONTRACT
ENCUMBRANCE NO. CE1100041-01

INDEX CODE	SA138305
OBJECT CODE	0585
USER CODE	HO9311
GRANT/DETAIL	
PROJECT/DETAIL	

CUYAHOGA COUNTY, OHIO

WITH

Menorah Park Center for Senior Living Bet Moshav
Zekenim Hadati

FOR

Homemaking Services

Time Period: January 1, 2011 through
December 31, 2012

Contact Person: Steven Raichilson
Telephone: (216) 831-6500

I hereby certify that the money required for the County's proportion of this Contract in the sum of \$7,581.00 is in the Treasury to the credit of the fund from which it is to be drawn, or has been levied and placed on the duplicate, and in process of collection and not appropriated for any other purpose.

County Auditor
By Deputy County Auditor

I hereby approve of the legal form and correctness of the within contract.

County Prosecutor William D. Mason
by Assistant Prosecuting Attorney

Date Approved 02/22/2011

**CUYAHOGA COUNTY DEPARTMENT OF SENIOR & ADULT SERVICES
CONTRACTUAL AGREEMENT BETWEEN THE**

**CUYAHOGA COUNTY
and
MENORAH PARK CENTER FOR SENIOR LIVING BET MOSHAV
ZEKENIM HADATI**

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 Department of Senior & Adult Services ("DSAS"), 1701 East 12th Street, Lower Level, Cleveland, OH 44114 (herein after referred to as "DSAS") and Menorah Park Center For Senior Living Bet Moshav Zekenim Hadati a corporation not-for-profit, with principal office located at 27100 Cedar Road, Beachwood, OH (herein after referred to as "Provider") for the purchase of Homemaking Services.

RECITAL

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

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

Whereas, the Provider has demonstrated through a request for 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 Provider do hereby acknowledge their mutual desire to enter into a contractual agreement. This agreement expressly requires that the Provider 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 Provider shall provide the service(s) listed below, in the Provider's proposal and in the Conditions of Participation (Appendix A); such service(s) shall be inclusive of, but not limited to the following:

Homemaking Service Specifications:

Purpose: Homemaking is a service designed to provide basic housekeeping to clients with no other in-home support, thus helping them to achieve and maintain a clean, safe and healthy environment.

Homemaking service includes but is not limited to:

Routine meal-related tasks: planning a meal, preparing a meal and planning a grocery purchase;

Routine household tasks: dusting furniture; sweeping, vacuuming and mopping floors; removing trash; washing the inside of windows that are reachable from the floor; kitchen care (washing dishes, appliances and counters), bedroom and bathroom care (changing bed linens and emptying and cleaning bedside commodes); laundry care (washing, drying, folding, ironing and putting laundry away); removing trash; and

Routine transportation tasks: performing an errand outside of the presence of the consumer (e.g., picking up a prescription and/or groceries). Homemakers (HMK) are prohibited from transporting clients.

Unit of Service: One unit of homemaking service equals one (1) hour of direct service. The unit rate must include all applicable fees and costs associated with the provision of the service requirements.

Service Goal & Objective Requirements:

Goal 1: To help clients remain independent by providing basic housekeeping services which allow clients to reside in clean, safe and healthy living environments.

Objective 1-1: 90% of clients will receive housekeeping service at least once a month.

Objective 1-2: 25% of clients will receive housekeeping service at least once a week.

Goal 2 (optional): To help clients remain independent by picking up client prescriptions at least once a month which allow clients to continue to reside at home.

Objective 2-1: 50% of clients will receive prescription service at least once a month.

Goal 3 (optional): To help clients remain independent by picking up client groceries at least twice a month which allow clients to continue to reside at home.

Objective 3-1: 50% of clients will receive grocery service at least once a month.

Service Requirements: The provider must evaluate each client for program eligibility for homemaking service prior to the delivery of service.

The provider must limit homemaking services to those tasks that cannot be accomplished through existing informal or formal supports. The provider must limit homemaking services to those tasks that are not the legal or contractual responsibility of a landlord.

Except for when the HMK is running errands for the client, the client must be present during service delivery.

The provider must perform a needs assessment and then develop a service plan (work order) prior to the delivery of service. The service plan must specify:

- a. Tasks to be completed
- b. Materials required

- c. Person or entity to whom tasks will be assigned. The provider is responsible for obtaining a signed and dated client authorization form for each specific job prior to commencing work. Throughout the execution of the work order, the provider is responsible for maintaining an environment consistent with the client's safety needs. The provider must obtain the client's signature at the close of the specific work order, signifying that the work authorized by the client has been completed.

All work must be completed in compliance with the "Purpose" of this bid specification, along with local and departmental codes.

Supervision of workers: The provider must ensure that worker(s) perform the tasks specified in each work order.

The supervisor shall complete and document a client home visit, which may occur at the initial HMK visit to the client, to define the expected activities of the HMK, to prepare a written activities plan.

The supervisor shall evaluate the HMK's compliance with the activity plan, and the HMK's performance. The supervisor shall conduct and document a:

- a) Client visit at least every ninety-three days to evaluate the HMK's compliance with the plan or activity checklist; and
- b) Supervisory client visit at least every one hundred eighty-six days while the HMK is present and providing client services.

Personnel Requirements: In addition to the requirements specified in the Conditions of Participation, the provider may only allow an aide to provide the service if the provider has documentation that the aide successfully completed at least twenty hours of training on the following topics that included successful passage of written testing and skill testing by return demonstration:

- Communication skills, including the ability to read, write and make brief and accurate oral/written reports;
- Universal precautions for infection control, including hand washing and the disposal of bodily waste;
- A homemaker service
- Recognition of emergencies, knowledge of emergency procedures and basic home safety; and
- Documentation skill

Aide training:

- Orientation training: Before allowing an employee to have direct face-to-face contact with a consumer, the provider shall provide orientation training to the aides that, at a minimum, addresses the expectations of employees, the employee code of ethics, an overview of the provider's personnel policies, incident reporting procedures, the agency's organization and lines of communication, and emergency procedures.

- Continuing education: The provider shall maintain evidence that each aide successfully completes eight hours of continuing education every twelve months, excluding agency orientation and program-specific orientation.

The provider shall employ at least one aide supervisor who is an RN or an LPN that works under the supervision of an RN or who has successfully completed a baccalaureate or associate degree in a health or human services field.

Structural Requirements: N/A

Client Service Management: In addition to the requirements specified in the Conditions of Participation, the provider must assist the client in seeking and identifying other external resources for the provision of homemaking services.

ARTICLE II - TERMS OF SERVICE:

The Provider shall successfully provide all services as specified in the contract commencing on **January 1, 2011** and ending on the close of business on **December 31, 2012** 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 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 \$15,162.00 for the contract period.**

<i>Service Code</i>	<i>Service</i>	<i>Unit Rate</i>	<i>Units</i>	<i>Total Contracted Reimbursement Value</i>
731	Homemaking	\$19.21	1,025	\$15,162.00
Grand Total:				\$15,162.00

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

ARTICLE IV - LIMITATION ON SOURCE OF LOCAL MATCH:

- a. The Provider 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 Provider 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 Provider agrees to furnish to eligible Cuyahoga County residents, those specific social service(s) detailed in this contract and in accordance with the Provider's proposal including 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 Provider agrees to provide the following service units per service code subject to the limitations specified by the unit rate.

Unit Rate: \$19.21 Service: Homemaking Units: 1,025

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

ARTICLE VI – BILLING INSTRUCTIONS:

The Provider will receive a list of eligible clients from DSAS on or around the tenth (10) business day of each month. From this list, the Provider 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 Provider will submit a billing roster to DSAS covering contracted services rendered to eligible individuals. Billing rosters will be due by the 10th 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 Provider 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 \$15,162.00 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 Provider 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 Provider 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 4 to 11 calendar days after the due date will be subject to a 5% reduction in the amount billed to be paid to the provider.
- b. Billing Rosters received by DSAS 12 to 20 calendar days after the due date will be subject to a 10% reduction in the amount billed to be paid to the provider.
- c. Billing Rosters received by DSAS later than 20 calendar days after the due date will be subject to a 20% reduction in the amount billed to be paid to the provider.
- 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 Provider 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 Provider 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 Provider's proposal, 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 XII – REFERRAL AND ELIGIBILITY DETERMINATION PROCEDURES:

If an individual initially applies to the Provider, 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 Providers offering the appropriate service(s) who are under contract to the DSAS and/or a referral may be made to a service specific Provider. The Provider 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:

Service:	Adult Day, Adult Development, Communicatively Impaired, Congregate Meals & Homemaking
Eligibility Criteria	
Residency:	Cuyahoga County
Age:	Sixty (60) years or older OR qualifying adults between the ages of 18 and 59 who are either SSI-Blind &/or SSI-Disabled
Income:	At or below 200% of the federal poverty income guidelines published by the United States Department of Health & Human Services as adjusted every February. Any changes in the federal poverty income guidelines will become effective as of March 1 st of the given year.
Verification of Eligibility to be Maintained by Provider	
<p>The Provider must verify at the time of enrollment/eligibility redetermination (as applicable) that a client meets the eligibility criteria listed above. Clients must have their eligibility redetermined annually while they are enrolled in the program. Copies of all documents used to verify and reverify eligibility must be maintained in the client's file. In addition to a properly executed Community Social Services Program Client Registration Form (CRF), each client file maintained by the Provider must contain photocopies of one of the documents listed for each of the following eligibility criteria showing the client meets the service program's eligibility criteria at the time of enrollment/eligibility redetermination (as applicable):</p>	
Verification of Identity: <i>(to be obtained at enrollment)</i>	<p>Acceptable photo identifications</p> <ul style="list-style-type: none"> - Valid/current Ohio Drivers license - Valid/current Ohio Identification card - Valid/current United States Passport - Military Identification card - Permanent Resident Card <p>Acceptable non-photo identifications</p> <ul style="list-style-type: none"> - Day Care or Nursery School records - Voter Registration card - Insurance papers - Vaccination Certificates <p>Note: If the ID does not contain the client's social security number, the client must also present their signed social security card or a statement from the Social Security Administration containing their Social Security number.</p>
Verification of Age: <i>(to be obtained at enrollment)</i>	<p>Primary</p> <ul style="list-style-type: none"> - Valid Ohio Drivers license - Valid Ohio Identification card - Birth certificate - Social Security statement which includes the client's date of birth <p>Alternate</p> <ul style="list-style-type: none"> - Valid United States Passport - Permanent Resident Card - Military Identification card - School Records - Insurance policies - Draft Card - Official Hospital Record - <p>Note: Alternate documents verifying age must show the applicant's name</p>

	and date of birth or age.
<i>Verification of Income: (to be obtained at enrollment and at each annual eligibility redetermination)</i>	<p>Clients must provide proof of any income received by all of the client's household members including, but not limited to, statements from the Social Security Administration, annual pension plan statement and/or pay stubs for the previous thirty (30) day period. In determining income eligibility, case managers should factor out non-representative pay values (i.e., one-time over-time payment, bonus payments, etc.).</p> <p>Clients claiming no income must provide a notarized self-declaration statement of no income. The previous year's federal income tax return may be accepted as proof of income ONLY for self-employed clients.</p>
<i>Verification of Disability: (to be obtained at enrollment)</i>	Determination of Benefits statement from the Social Security Administration.

ARTICLE XIII - INDEPENDENT PROVIDER STIPULATIONS:

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

ARTICLE XIV – MAINTAINING CLIENT AND FINANCIAL RECORDS:

Client Records - The Provider 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 Provider 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 example 5 as applicable**). Any variations from these forms require prior expressed, written authorization from DSAS.

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

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 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 Provider.
- 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 Provider. At least one audit will be announced and one audit may be unannounced.

ARTICLE XVII - RESPONSIBILITY FOR AUDIT:

The Provider 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 Provider is responsible. The Provider 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 Provider 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:

Department of Senior and Adult Services
Attn: Procurement & Contractual Services
1701 East 12th Street, Lower Level
Cleveland Ohio 44114

ARTICLE XIX - RESPONSIBILITY FOR AUDIT EXCEPTIONS:

The Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit exception(s) noted during a compliance or financial audit performed by DSAS or any appropriate state or federal agency that directly relates to the 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 Provider is **not** required to repay an overpayment caused by the negotiated rate being in excess of the Provider'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 Provider 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 Provider has been reduced or increased.
- b. The quality, quantity or scope of purchased services requested by DSAS has been reduced or increased.
- c. The reimbursable fixed unit rate varies significantly from actual cost.
- d. The Provider fails to meet the necessary state and federal licensing requirements.
- e. The local match rate changes.
- f. The time period needs to be extended.

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

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

ARTICLE 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 Provider shall provide all services required by this contract up to and including the date of termination, and shall be compensated upon receipt of an itemized 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 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 written consent of the client or his/her responsible guardian and/or DSAS.

ARTICLE XXIII - 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 XXIV - 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 XXV - INSURANCE:

The Provider shall have in effect during the term of the contractual agreement comprehensive auto and general liability insurance 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 performing work covered by the contractual agreement against claims for damage for personal injury including accidental death, as well as for property damages which may arise from operations under the contractual agreement whether such operations be by Provider or by any subcontractor 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. A Certificate of Insurance with the following minimum levels of such insurance shall be submitted as follows:

- 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 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 of type and in the amounts specified above, or (2) the Provider shall insure the activities of its subcontractor in its own policy as specified above.

The policy or policies shall contain the following, special provisions:

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

Any and all expense incident to the furnishing of all insurance required of the Provider shall be borne by the Provider and shall be included in its unit price bid in the 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.

the County

IN WITNESS WHEREOF, ~~the DOCC~~ and Provider have each caused this Contract to be signed and delivered by its duly authorized representative as of the date first written above.

**MENORAH PARK CENTER FOR
SENIOR LIVING BET MOSHAV
ZEKENIM HADATI**

County of Cuyahoga, Ohio

By: Steve Rarchile
CEO 10/28/10
Steven Rarchile

By: Edward FitzGerald
Edward FitzGerald, County Executive

(Blue) Steve Rarchile
CEO 10/28/10
Steven Rarchile

APPENDIX A

Conditions of Participation - Community Social Services Programs (2011/2012)

1. Minimum Provider Requirements

- 1.1. The provider shall disclose ownership and have a written statement defining the purpose of their business or service agency.
- 1.2. The provider shall have a written statement of policies and directives, by-laws or articles of incorporation as applicable.
- 1.3. The provider shall have a written table of organization that clearly identifies lines of administrative and supervisory authority and responsibility to the direct care level.
- 1.4. The provider shall operate as a business in compliance with all applicable federal, state and local laws.
- 1.5. The provider shall have a written statement 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 provider shall have a physical facility from which to conduct business.
- 2.2. The provider shall have a telephone and fax machine to receive emergency and/or urgent referrals and an employee is available to take referral telephone calls between 9:00 a.m. and 4:00 p.m. Monday through Friday (applies to those providers for whom a DSAS referral is required).
- 2.3. The provider shall provide a secure, locked storage space for all Community Social Services program client records.
- 2.4. The provider's facility shall meet ADA standards.
- 2.5. The provider 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 provider of on-site services to clients shall document periodic inspection and routine maintenance of fire extinguisher(s) and smoke alarms and quarterly evacuation drills.

3. Administrative Policies

- 3.1. The provider 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 provider shall make all CSSP client documentation available to DSAS within 24 hours of the request by a DSAS representative. In the case of unannounced audits, the provider shall make all CSSP client documentation available to DSAS immediately upon request.
- 3.3. The provider shall have a written procedure, which identifies the steps a client shall take to file a liability claim.
- 3.4. The provider shall have a written procedure for reporting and documenting all client incidents.

- 3.5. The provider shall notify 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 provider's ability to deliver service in accordance with the contract.
- 3.6. The provider 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. Copies of initial and subsequent client reassessments.
 - 3.6.4. 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 other authorized persons.
- 3.7. The provider 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 provider and its representatives shall not bill any CSSP client for CSSP services delivered OR solicit clients for donations. This includes prohibition against adding CSSP clients to general solicitation mailing lists.
- 3.9. The provider shall retain all records supporting service delivery to Community Social Services program clients for a period of seven (7) years after the client terminates service with the program.
- 3.10. The provider shall have a written grievance procedure for the purpose of resolving client complaints. The provider shall inform all clients of their right to file a grievance and shall give the client the name and telephone number of the contact person responsible for addressing grievances.
- 3.11. In the event a Community Social Services program provider merges with or is purchased by another provider, all rates determined by the original provider shall remain in effect for the life of this contract.
- 3.12. The provider is required to display the Cuyahoga County logo and the following statement: "*This program is funded in part by Cuyahoga County through the Health & Human Services Levy.*" on any publicity release or other public reference including media release, information pamphlets, client sign-in sheets, etc., released or utilized for the contracted service(s).
- 3.13. The provider is required to submit monthly expense reports within fifteen (15) business days of the end of preceding month for each service under contract with DSAS.

3.14. The provider is required to measure their performance against the goals and objectives set for each service every six (6) months and report their progress in writing to DSAS. These written progress reports are due to DSAS by July 31, 2011, January 31, 2012, July 31, 2012 and January 31, 2013.

3.15. The provider is required to measure client satisfaction with contracted services at least every twelve months. Client satisfaction data must be measured on a statistically significant number of clients. The written results of these client satisfaction surveys are due to DSAS by September 30th of each year.

4. Personnel Policies

4.1. The provider 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 provider must ensure that staff possesses appropriate skills and qualifications to perform the job.

4.3. The provider must ensure the drug-free workplace requirements contained in Appendix B are adhered to.

4.4. The provider shall maintain information on every staff member (including volunteers and contract workers) who provides 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) &/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 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 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 provider 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 provider shall only seek reimbursement from DSAS for services awarded under the CSSP contract.

5.3. The provider shall deliver services in compliance with the service specifications designed and authorized by DSAS and in accordance with the provider's proposal.

- 5.4. The provider 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 6 business days of DSAS notifying the provider 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 provider shall conduct and document an intake assessment and develop a client service plan identifying (client) problems, needs, goals and objectives within the thirty (30) calendar days of client eligibility being established.
- 5.6. The provider shall conduct an eligibility intake and intake assessment of a client referred by DSAS within four (4) business days of the referral and submit to DSAS as stated elsewhere in the Conditions of Participation.
 - 5.6.1. For Financial Counseling service, the provider shall conduct an eligibility intake and intake assessment of a client referred by DSAS within sixty (60) business days of the referral and submit the CRF to DSAS as stated elsewhere in the Conditions of Participation.
 - 5.6.2. 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 the client.
 - 5.6.3. The provider shall respond within 24 hours for all other emergency requests for service.
- 5.7. In the event services cannot be delivered within five (5) business days of the referral (in the case of DSAS referrals), the provider shall notify DSAS in writing within one (1) business day of the following:
 - 5.7.1. Client Name
 - 5.7.2. Reason service cannot be provided
 - 5.7.3. What steps are being taken to deliver service.
- 5.8. The provider shall obtain documentation signed and dated by the client for each instance of service delivery with the exception of Adult Day Services at the time service is delivered.
 - 5.8.1. The provider shall have written procedures for verifying service delivery when a client signature cannot be obtained.
- 5.9. The provider shall redetermine the client's eligibility for continued participation in CSSP every twelve months.
 - 5.9.1. Eligibility redeterminations are not required of clients receiving only transportation services, unless the client has a break in service of ninety (90) consecutive days.

5.9.2. The client's redetermination must be completed on or before the twelve-month anniversary of the client's most recent eligibility determination.

5.9.2.1. 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.

5.9.3. At the time of the redetermination, the provider 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.

5.10. The provider 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.

5.10.1. The updated CRF must be submitted within (10) ten business days of the date the CRF is signed by the client and Case Manager.

5.11. With the exception of client's receiving only adult day or only transportation service, the provider shall reassess the client's continued participation in a CSSP service every twelve months through documented service conferences with each client or more frequently as the client's condition warrants.

5.11.1.1. Client's receiving adult day service must be reassessed every six months through documented service conferences with each client.

5.11.2. Reassessments are not required of client's receiving only transportation service unless the client's condition warrants a reassessment.

5.11.3. The client's reassessment must be completed on or before the twelve-month anniversary of the client's most recent (re)assessment (six-months for adult day clients).

5.11.4. Client (re)assessments must include an evaluation of client nutrition, ADL's and IADL's and progress toward client goals and objectives.

5.11.5. The provider must update client service plans in accordance with changes in client status, condition and in response to service requests from clients or DSAS.

5.11.6. The provider shall document this reassessment in the client's file.

5.11.7. The client reassessment must be signed and dated by the assessor.

5.12. The provider shall disenroll clients who experience a ninety (90) consecutive day break in service.

5.12.1. Clients who disenroll from CSSP must reestablish initial eligibility upon return to the program.

5.12.2. The provider shall conduct and document an intake assessment and develop a client service plan identifying (client) problems, needs, goals and objectives for clients re-enrolling in CSSP within the thirty (30) calendar days of client eligibility being established.

6. Compliance

6.1. The provider will comply with all contractual agreement requirements, Conditions of Participation, relevant service specifications and reporting requirements of DSAS.

- 6.2. The provider shall allow representatives of DSAS access to the provider facility and full access to policies, procedures, records and other documents related to provision of service to CSSP clients and shall cooperate with said representatives in periodic announced &/or unannounced reviews.
- 6.3. In the event DSAS determines through the course of a review that a provider has been reimbursed for service units delivered in non-compliance of the contract, the provider shall be required to reimburse DSAS.
 - 6.3.1. In recovering funds, DSAS may deduct the amounts owing from future payments to the provider until the recovery is satisfied.
 - 6.3.2. In the event insufficient funds remain on the provider's existing contract to satisfy the recovery, the provider will be required to repay DSAS by a check drawn on the provider's financial institution.
- 6.4. The provider shall notify DSAS 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 provider shall have a representative from their agency attend all the technical assistance sessions and provider meetings scheduled by DSAS.

7. Billing

- 7.1. The provider shall submit their complete and accurate monthly invoices electronically in a form and format prescribed by DSAS no later than 10 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 provider will be responsible for transmitting and receiving electronic data in a manner prescribed by DSAS. The provider is responsible for all costs associated with the same.
- 7.3. The provider shall bill for actual units of service delivered rounded off to the nearest quarter unit for one (1) hour units.
 - 7.3.1. Providers contracted with DSAS for congregate meal and adult development services may not bill DSAS for adult development units and congregate meal units for a 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 provider shall bill DSAS for only one (1) unit of congregate meal service for those times when clients are jointly receiving both services.
- 7.4. Invoices received by DSAS 4 to 11 calendar days after the due date will be subject to a 5% reduction in the amount billed to be paid to the provider.
- 7.5. Invoices received by DSAS 12 to 20 calendar days after the due date will be subject to a 10% reductions in the amount billed to be paid to the provider.
- 7.6. Invoices received by DSAS later than 20 calendar days after the due will be subject to a 20% reduction in amount billed to be paid to the provider.
- 7.7. DSAS retains the right to refuse payment to the provider when requests for payment are not received within sixty (60) days of the due date.

Exhibit 1

COMMUNITY SOCIAL SERVICES Accounting and Recordkeeping Standards 2010 – 2012

The Provider 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 Provider's proposal to utilize and maximize limited resources over the contract period.

Exhibit 2

ELIGIBILITY AND REFERRAL DETERMINATION

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

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

INITIAL ELIGIBILITY:

1. The Provider 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 Provider 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 Provider 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 Provider completes the process in conformance with these rules.
2. Upon receipt of an application submitted by the Provider, DSAS will:
 - a. Validate the Provider eligibility/priority determination;
 - b. Obtain a case number for the application and transcribe it onto the forms submitted by the Provider.
 - 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 Provider 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 Provider receives a monthly listing of eligible recipients for billing purposes.

CHANGES IN ELIGIBILITY STATUS:

1. The Provider 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 Provider 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 Provider.
3. The Provider 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 Provider 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 Provider 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 Provider;
 - c. Providing any recipient whose service(s) the Provider 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 Provider for any Applicant/recipient wishing to appeal a decision to withhold, reduce or terminate service.

Exhibit 3 (must be submitted electronically)

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

Provider's Name:
 Provider'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 Apr-09</i>	<i>Current Expenses May-09</i>	<i>Current Expenses Jun-09</i>
<u>Staff Costs</u>				
Salaries	\$0.00			
Payroll Related Expenses	\$0.00			
Staff Costs - Other	\$0.00			
Professional Fees, etc.	\$0.00			
Administrative Costs:	\$0.00			
 <u>Cost of Operations</u>				
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			
Total Expenses:	\$0.00	\$0.00	\$0.00	\$0.00

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 5



Cuyahoga County Department of Senior & Adult Services
Community Social Services Program

Client Activity Log

Service: Homemaking Svc. Code: 731

Provider: _____ Date: _____

Client Name: _____

Street Address: _____

City, State & Zip: _____

Contact Name: _____

Tasks Completed: _____

Arrival Time: _____ Departure Time: _____

Total # of Units: _____

Homemaker's Name: _____

Homemaker's Signature: _____ Date: _____

Client's Signature: _____ Date: _____

Verification of Service Delivery

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