

OTTAWA COUNTY SENIOR RESOURCES

APPLICATION
TO PROVIDE HOME CARE SERVICES
FOR PROGRAM PERIOD

MAY 1, 2010 – DECEMBER 31, 2010

ADMINISTERED BY:

OTTAWA COUNTY SENIOR RESOURCES
8200 W. St. Rt. 163
Oak Harbor, OH 43449
419-898-6459
dmortensen@co.ottawa.oh.us

In Conjunction with the Ottawa County Board of Commissioners

Mark Stahl, Board President
Dianne Martin Mortensen, Executive Coordinator of Senior Resources

GENERAL INSTRUCTIONS

1. Bidders shall complete all applicable forms and information as requested on bid forms provided. If additional space is required for response, continue on separate sheet.
2. Bidders shall submit, with their bid, the following completed forms: "EXHIBIT ORC" Affidavit in Compliance with Sections 3517.13, 9.24, and 5719.042 of the Ohio Revised Code; the Ohio Department of Public Safety Homeland Security Terrorism Form; the "Non-Collusion" Affidavit; and the Hold Harmless Form.
3. Bidder shall submit one original and one copy of the bid information, forms and attachments.
4. Sealed Bids will be received by the Board of Ottawa County Commissioners at their office located at 315 Madison Street, Ottawa County Courthouse, Port Clinton, Ohio 43452 until 11:00 a.m. E.S.T. on April 15, 2010 and immediately thereafter publicly opened and read aloud for the OTTAWA COUNTY SENIOR HOME CARE PROGRAM.
5. Pre-bid conference will be held at the Ottawa County Senior Resource conference room on TUESDAY MARCH 30 @ 1:00 pm.
6. Successful bidder shall be required to furnish current Workers Compensation Certificate and Certificate of adequate insurance coverage.
7. Term of agreement will be for the period of May 1, 2010 – December 31, 2010 with a one-year renewal term.

INVITATION TO BID

SEALED BIDS will be received for:

“OTTAWA COUNTY SENIOR RESOURCES HOME CARE PROGRAM

together with the filing of required reports and related items. The Board of County Commissioners will receive said SEALED BIDS at their office in the Ottawa County Courthouse, 315 Madison Street, Port Clinton, Ohio until

11:00 a.m. E.D.T.
APRIL 15, 2010

at which time bids received will be publicly opened and read aloud.

Copies of the contract document and specifications are on file and may be obtained from the office of the Ottawa County Senior Resources, 8200 West State Route 163, Oak Harbor, OH, 43449.

A pre-bid conference will be held on March 30 at 1:00 PM at the Ottawa County Senior Resources conference room for interested parties.

Unit price bids must be stated on the blanks provided on the bid form and signed and submitted in a sealed envelope marked:

OTTAWA COUNTY SENIOR RESOURCES HOME CARE PROGRAM

And must be addressed to the Board of County Commissioners, Ottawa County, Ohio and contain the full name of every person interested therein.

Bidders shall submit, with their bid, the following completed forms: “EXHIBIT ORC” Affidavit in Compliance with Sections 3517.13, 9.24, and 5719.042 of the Ohio Revised Code; the Ohio Department of Public Safety Homeland Security Terrorism Form; the “Non-Collusion” Affidavit; and the Hold Harmless Form.

Bids received after the scheduled bid opening date and time will not be considered.

The Ottawa County Commissioners reserve the right to reject any or all bids, and to waive any irregularities in any bid, or to accept that bid which, in the judgment of proper officials, is to the best interest of the County.

No bidder may withdraw his bid for a period of 60 days after the scheduled closing time for the receipt of bids.

In accordance with Ohio Revised Code Section 307.87 this shall serve as notification that this notice is available on Ottawa County’s internet web site on the world wide web by logging onto www.co.ottawa.oh.us and going to the legal notices/bids link – click on main page and you will be able to view the notice in PDF format.

BY THE ORDER OF THE BOARD
COUNTY COMMISSIONERS, OTTAWA COUNTY, OHIO
RHONDA SLAUTERBECK
CLERK/ASSISTANT ADMINISTRATOR

Publish: MARCH 26, 2010

BID FORM

A. The Provider will deliver the services summarized below to participants in the Senior Resources Home Care program as described in this agreement, at the rate of reimbursement specified in table below.

B.

Service Name	Unit Rate
Personal care/Homemaking Services	\$

NOTE: Maximum per month total paid by Ottawa County Senior Resources for services rendered to each consumer cannot exceed \$200 per consumer per month.

C. *The Provider will not impose a minimum number of units, but will accept the number of units specified in the **Authorization for Service**.*

D. The Provider signature below indicates that the above unit rate in this Provider Agreement will be the unit rate for Senior Resources Home Care consumers beginning May 1, 2010, or on the date listed next to the Provider signature on the final page of this agreement through December 31, 2010. The Provider signature below assures compliance with the Conditions of Participation and the Service Specifications and the fully executed Provider Agreement.

E. No special holiday, evening, or weekend rates will be paid by the agency. The above unit rate is the only rate that will be paid to the Provider for a unit of direct service.

F. **Assignability**

1. The Provider does not have the right or power to assign, subcontract, or transfer its rights and duties under this Agreement without written consent from the Agency. The Agency and the Provider each bind themselves, their successors and assignees to this contract. Nothing herein will be construed as creating any personal liability on the part of any officer or agent of either the Agency or the Provider.
2. The Provider will inform the Agency in writing within thirty (30) days of any changes in administration, ownership, agency name, address, or telephone number. Failure to report these changes may result in denial of payment. The Agency reserves the right to terminate this agreement, stop referrals to, and/or transfer consumers to another Provider if changes in ownership or administration occur.

Ottawa County Board of Commissioners

SIGNATURE SHEET

For

HOME CARE SERVICES UNDER OTTAWA COUNTY SENIOR RESOURCES
MAY 1, 2010- December 31, 2010

Submitted by: _____
(legal name of organization)

(street address/P.O. box)

(city) (state) (zip)

(telephone number) (incorporation date)

Bid prepared by: _____
(name) (title)

Contact Person: _____
(name) (title) (telephone number)

THE NAME, SIGNATURE, AND TITLE OF THE PERSONS AUTHORIZED TO COMMIT THE ORGANIZATION TO THIS AGREEMENT IS PROVIDED BELOW:

Executive Director's Signature:

(Signed)

(Typed)

Conditions of Participation

A. The Provider must be a formally organized business or service agency providing the services applied for.

1. The Provider must *disclose all entities with a five percent (5%) or more ownership and* have a written statement defining the purpose of their business or service agency.
2. The Provider must have a written statement of policies and directives or by-laws or articles of incorporation.
3. The Provider must have a written Table of Organization (T.O.) that clearly identifies lines of administrative, advisory, contractual and supervisory authority, and responsibility to the direct-care level (unless the business is a sole proprietorship).
4. The Provider must operate the business in compliance with all applicable federal, state or local laws and shall have a written statement supporting compliance with:
 - a. Non-discrimination laws, federal wage and hour laws, worker's compensation laws in the recruitment and employment of individuals.
 - b. Non-discrimination laws in the provision of services.
 - c. Federal rules and statutes take precedence over these conditions in cases where discrepancies exist.
5. The Provider will have a written affirmative action plan that must be appropriately updated, and will be reviewed at least annually, if employing 15 or more persons.

B. The Provider must have a physical facility from which to conduct business.

1. The Provider must have a primary business telephone and fax machine to receive referrals, ***and a specific staff member available to take phone calls between 8:00 a.m. and 4:00 p.m. Monday through Friday.***
2. The Provider must designate and utilize a locked storage space for the maintenance of all Senior Resources Home Care consumer records.

C. The Provider must have written procedures supporting the operation of business and the provision of service.

1. The Provider must have a system to document services delivered, billed, and reimbursed that complies with service specifications.
2. The Provider must present documentation of general and professional liability coverage for client loss due to theft, property damage and personal injury. The minimum acceptable liability coverage is an umbrella policy for one million dollars per occurrence/one million dollars aggregate limits. A thirty-day (30-day) notice of cancellation is required.

3. The Provider must have a written procedure, which identifies the steps a consumer must take to file a liability claim.
4. The Provider must have a written procedure for reporting and documenting all incidents, which affect a consumer's physical or emotional well-being. These incidents include, but are not limited to, hospitalization, institutionalization, or death.
5. The Provider must notify the Agency of:
 - a. (Senior Resources Home Care) of any incidents and document the notification.
 - b. Any issues which they are unable to resolve. These issues include, but are not limited to: Provider consideration of termination of care according to Provider's policy and procedures or Provider decision to report the consumer to Adult Protective Services.
6. The Provider must establish and maintain a file for each Senior Resources Home Care consumer, including the following identifying information:
 - a. Consumer name, address and telephone number.
 - b. Consumer date of birth and gender.
 - c. Name and telephone number of consumer's contact person or caregiver.
 - d. Name and telephone number of Senior Resources Home Care Case Coordinator.
 - e. Functional abilities and limitations of consumer relevant to authorized service(s).
7. The Provider must maintain signed and dated documentation of each Provider contact with each Senior Resources Home Care consumer, each Provider service delivery and each Provider contact with Senior Resources Home Care's staff within the consumer record or on a designated log.
8. The Provider must have a written policy and procedures in place regarding confidentiality and the protection of the privacy of consumer-specific information in accordance with the Health Insurance Portability & Accountability Act (HIPAA).
9. The Provider must retain all records supporting Senior Resources Home Care service delivery for a period of six (6) years or until an audit is completed and all exceptions resolved, whichever is later.
10. The Provider must have a written procedure for follow-up and investigation of consumer complaints and grievances and a method to inform consumers at the start of services of the Provider's contact person responsible for addressing grievances and that individual's contact number.

D. The Provider must have written personnel policies and documentation that support personnel practices.

1. The Provider must have written job descriptions or statements of job responsibilities, which include qualifications (as applicable to service) for each position category involved in the direct delivery of services to Senior Resources Home Care consumers unless the business is a sole proprietorship.
2. The Provider must have a written policy to conduct and document performance appraisals for all individuals involved in the direct delivery of services to Senior Resources Home Care consumers.
3. The Provider must have documentation signed and dated by the staff member which indicates completion of an orientation prior to servicing an Senior Resources Home Care consumer which includes:
 - a. Employee position description and expectations
 - b. Provider personnel policies
 - c. Reporting procedures and policies
 - d. Table of organization and lines of communication
 - e. Respect for confidentiality of consumer information
4. The Provider must deliver service in a professional, respectful, and legal manner at all times.
5. The Provider will respect, protect and care for the consumer's personal property.
6. **Before, during, and after service hours, the Provider staff will not:**
 - a. Use the consumer's vehicle or telephone for personal use.
 - b. Use cell phone while in the consumer's home.
 - c. Consume any food or drink in the consumer's home without the consumer's permission or offer to do so.
 - d. Watch television or read newspaper, magazines, or sleep.
 - e. Discuss personal problems or religious or political beliefs with the consumer.
 - f. Accept gifts or tips from the consumer.
 - g. Bring friends or relatives to the consumer's home.
 - h. Consume alcoholic beverages or use any drugs (other than for medical purposes) while in the consumer's home or before delivery of service.
 - i. Smoke in the consumer's home, with or without the consumer's permission.
 - j. Share any personal phone numbers.
 - k. Will not sleep during work hours.
7. The Provider will respect and not breach the consumer's privacy or the confidentiality of the consumer's record.
8. The Provider will deliver services in compliance with Senior Resources Home Care service specifications.

9. The Provider will sign the Senior Resources Home Care Provider Agreement.
- E. The Provider will maintain documentation demonstrating that all requirements outlined in the service specifications have been met when direct service is delivered.**
- F. The Provider will allow access by Senior Resources Home Care or other Agency representatives to the Provider's facility, policies, procedures, records, and other documents related to the provision of Senior Resources Home Care services.**
- G. The Provider will demonstrate compliance regarding background investigations of direct service workers.**

Service Specifications: Homemaker/Respite

A. Definition

1. Homemaker/Respite (HMK/RESP) service is designed to enable consumers to achieve and maintain clean, safe, and healthy environments.
2. The HMK/RESP service component is intended for the consumer and specifically excludes services for all other household members, except when homemaker services are utilized for the purpose of respite for an individual caring for the consumer. The consumer must be present during service delivery.

B. Unit of Service

1. One unit of HMK/RESP service is equal to one hour of direct service.
2. The unit rate will include all administrative cost, travel, and record documentation time.
3. No special holiday, evening, or weekend rates will be paid by the Agency. The unit rate in Section II B of the Provider Agreement is the only rate that will be paid to the Provider for a unit of service.
4. The number of units authorized in each service day may vary from one (1) to several units. Units will be specified in the Authorization for Service.

C. Provider Requirements

1. The Provider must be able to deliver services five days a week.
2. The consumer must be present during HMK/RESP service delivery and the service cannot be provided in an assisted living facility or a retirement community.

3. The Provider will maintain individual consumer records of each service delivery. The record will document specific tasks performed, the date of service delivery, the HMK paraprofessional's signature, the arrival and departure times, and the consumer's or responsible party's signature upon completion of service delivery.

D. HMK/RESP Paraprofessional Training and Skills-Testing

The Provider will document that the HMK paraprofessional providing consumer services meets at least one of these training criteria prior to consumer service provision:

1. Successfully completed the State-Tested Nurses Assistant (STNA), Certified Nurse Aide (CNA) or the Medicare competency evaluation program for home health aides, without a twenty-four (24) month lapse in employment, or
2. Has received Provider agency training and skills testing. Testing will include written test and skills testing by return demonstration. The subject areas listed in these specifications will be included in the training and testing programs.
3. Training and testing will be documented by the Provider; and will include training site information; date and length of training that includes the number of hours, instruction materials, and subject areas; signature of trainer; and all testing results.
4. HMK paraprofessional training components will include the following:
 - a. House cleaning skills including dusting furniture; sweeping, vacuuming and washing floors; kitchen care, including washing dishes, appliances, and counters; bathroom care; emptying and cleaning the bedside commode; changing bed linen; washing inside windows within reach from the floor; and removing trash;
 - b. Laundry that includes folding, and putting away laundry;
 - c. Basic home safety;
 - d. Universal precautions for infection control, including hand washing and disposal of bodily waste;
 - e. Body mechanics;
 - f. Communication and listening skills;
 - g. Consumer mobility;
 - h. Emergency protocol; and
 - i. Documentation skills.
5. The Provider will maintain evidence of the completion of eight (8) hours of in-service continuing education for each HMK paraprofessional in a twelve-month (12) period, excluding Provider specific orientation.

E. Supervisory Requirements

1. Before the initiation of consumer services, the supervisor will complete and document an initial visit to the home of the consumer, to define and prepare a written Plan of Care specific to each consumer and consistent with the Senior Resources Home Care Authorization for Service.
2. **The supervisor will evaluate the HMK paraprofessional's compliance with the Plan of Care, the consumer's satisfaction, and the HMK paraprofessional's performance at least every ninety-three (93) days.**
3. **The supervisor will conduct and document a visit to the home of the consumer to evaluate the HMK paraprofessional's compliance with Plan of Care, at least every one hundred and eighty-six (186) days while the HMK paraprofessional is present and providing consumer care.**
4. The supervisor will complete the Senior Resources Home Care Consumer Status Report by the due date as specified, first at six (6) weeks and every ninety (90) days thereafter and notify the Senior Resources Home Care case coordinator of any recommended modifications to the Plan of Care. **Failure to do so may delay Provider payment.**

F. Personnel Qualifications

1. The HMK paraprofessional will be a high school graduate, or have completed a General Educational development (GED), or have a minimum of two (2) years of home care experience.
2. The HMK supervisor will meet at least one of these qualifications:
 - a. Be a Registered Nurse, Licensed Practical Nurse under the supervision of an Registered Nurse, or Licensed Social Worker currently licensed to practice in the State of Ohio; or
 - b. Have a Bachelor S, BA or AA Degree in one of these areas:
 - i. Home economics/nutrition or dietetics;
 - ii. Counseling;
 - iii. Gerontology;
 - iv. Social work;
 - v. Nursing;
 - vi. Public health;
 - vii. Health education; or
 - viii. Other related field; or
 - c. Have a minimum of four (4) years of direct community service experience in the provision of home care services.

G. Duties and Responsibilities of the HMK/RESP Paraprofessional

1. The Provider must assure HMK paraprofessional assignment and capability to perform services outlined in the Senior Resources Home Care Authorization for Service.
2. Consumer homemaker tasks include, but are not limited to:
 - a. **Performing house cleaning including dusting furniture;**
 - b. **Sweeping, vacuuming, and washing floors;**
 - c. **Kitchen care including washing dishes, appliances, and counters;**
 - d. **Washing inside windows within reach from the floor; removing trash;**
 - e. **Maintaining a clean bathroom including cleaning the tub, shower, sink, toilet bowl, commode chair/urinal, floor, mirrors, and tub or shower lining;**
 - f. **Changing bed linen; and washing, drying, folding, ironing, and putting away the consumer's laundry.**

Service Specifications: Personal Care/ Respite

A. Definition

1. Personal Care/Respite (PC/RESP) service is designed to enable consumers to achieve optimal functioning with Activities of Daily Living (ADLs) and Instrumental Activities of Daily Living (IADLs).
2. PC/RESP may also be used to provide respite for an individual caring for the consumer.

B. Unit of Service

1. One unit of PC/RESP service is equal to one hour of direct service.
2. The unit rate will include all administrative cost, travel, and record documentation time.
3. No special holiday, evening, or weekend rates will be paid by the Agency. The unit rate in Section II B of the Provider Agreement is the only rate that will be paid to the Provider for a unit of service.
4. The number of units authorized in each service day may vary from one (1) to several units. Units will be specified in the Authorization for Service.

C. Provider Requirements

1. The Provider must be able to deliver services at least ten (10) hours each day, five (5) days a week. If so desired, Provider may choose to provide services on weekends and evenings.
2. PC/RESP will be provided in the consumer's residence, but may not be provided in an assisted living facility or a retirement community.

3. The Provider will maintain a consumer record of each service delivery. The record will document specific tasks performed, the date of service delivery, the PC paraprofessional's signature and arrival and departure times, and the consumer's or responsible party's signature upon completion of service delivery.
4. The Provider will document training, testing, and document that the PC paraprofessional providing consumer services meets at **least one** of these training criteria before consumer service provision.
 - a. Successfully completed the State-tested Nurses Aide (STNA) or the Medicare competency evaluation program for home health aides, without a twenty-four month (24) lapse in employment; or
 - b. Has received Provider agency training and testing. Testing will include written test and skills-testing by return demonstration. The subject areas listed in these specifications will be included in the training and testing programs; and.
 - c. Will include training site information; date and length of training that includes the number of hours, instruction materials, and subject areas; signature of trainer; and all testing results; or
 - d. Has one year of satisfactory institutional or community-based direct service delivery in health care within the last three years. The PC paraprofessional must successfully complete written testing and skills- testing by return demonstration.

D. PC/RESP Paraprofessional Training and Skills-Testing

1. Provider must assure that all PC paraprofessionals providing consumer PC/RESP direct service have successfully completed sixty (60) hours of instruction and skills-testing by return demonstration.
2. At a minimum, within the following time periods of specified hours:

Prior to consumer contact	20 hours
First six months of employment	20 hours
Second six months of employment	20 hours
	Total: 60 hours
3. The PC paraprofessional training components will include the following:
 - a. **Communication skills including the ability to read, write, and make brief and accurate oral or written reports;**
 - b. **Observation, reporting, and documentation of consumer status and services rendered;**
 - c. **Reading and recording temperature, pulse, and respiration;**
 - d. **Universal precautions for infection control procedures;**
 - e. **Basic elements of body functioning and changes in body function that should be reported to the supervisor;**

- f. **Bathroom care; emptying and cleaning the bedside commode and urinary catheter bags; changing bed linens;**
 - g. **Recognition of emergencies, knowledge of emergency procedures, and basic home safety;**
 - h. **The physical, emotional, and developmental needs of the consumer, including the need for respect and privacy of the consumer and their property;**
 - i. **Appropriate and safe techniques in personal hygiene and grooming including bed, tub, shower, and partial-bath techniques; shampooing in the sink, tub, or bed; nail and skin care; oral hygiene; toileting and elimination; safe transfer and ambulation; normal range of motion and positioning; and adequate nutrition and fluid intake.**
4. Additional training and skill-testing by return demonstration is required for any other assigned tasks not included in these service specifications.
 5. The PC paraprofessional is allowed to support the consumer's ability to self-administer medications with verbal reminders and observation. The consumer must be in control of his/her medication at all times. The PC paraprofessional is prohibited from administering medications in the home or any setting as defined in Chapter 4723 of the Ohio Revised Code.
 6. The PC paraprofessional may not transport the consumer or drive the consumer's vehicle.
 7. The Provider must assure the completion of a minimum of eight (8) hours of continuing education for each PC paraprofessional in a twelve-month period, excluding agency and program-specific orientation, initiated after the first anniversary of employment with the Provider and each year following.

E. Supervisory Requirements

The Provider must assure that the PC paraprofessional performs the services specified in the Senior Resources Home Care Authorization for Service and that PC paraprofessional is supervised consumer direct care tasks.

1. Before the initiation of consumer services, the supervisor will complete and document an initial visit to the home of the consumer, to define and prepare a written Plan of Care specific to each consumer and consistent with the Senior Resources Home Care Authorization for Service.
2. The supervisor will clarify and review the Plan of Care with the PC paraprofessional.
3. The supervisor will evaluate the PC paraprofessional's compliance with the Plan of Care, the consumer's satisfaction, and the PC paraprofessional's performance every ninety (90) days.

4. The supervisor will conduct a visit to the residence of each consumer at least every one hundred and twenty-four (124) days while the PC paraprofessional is present and providing consumer care.
5. **The supervisor will complete the Senior Resources Home Care Consumer Status Report by the due date as specified: first at six (6) weeks and every ninety (90) days thereafter, and will notify the Senior Resources Home Care Case Coordinator of any recommended modifications. Failure to do so may delay Provider payment.**

F. Personnel Qualifications

1. The PC paraprofessional will be a high school graduate, or have completed a GED, or have a minimum of two years of work-related experience.
2. The PC supervisor and/or trainer must be qualified to perform said duties and will be held responsible for training/supervision decisions.

G. Duties and Responsibilities of the PC/RESP Paraprofessional

The Provider must assure PC paraprofessional assignment and capability to perform services outlined in the Senior Resources Home Care Authorization for Service. Consumer personal care tasks include, but are not limited to:

1. Performing personal hygiene and grooming assistance or supervision thereof; providing nail and skin care; assisting the consumer with oral hygiene, toileting; and
2. Active and passive range of motion; assisting consumer in use of assistive devices: walker, cane, lift, sliding board, and elastic stockings;
3. Reading and recording the consumer's temperature, pulse, and respiration; and
4. Providing bathroom care; emptying and cleaning the bedside commode and urinary catheter bags; changing bed linen; and
5. Universal precaution techniques including hand washing and disposal of bodily waste.

Records and Documentation

- A. The Provider will ensure that all necessary Senior Resources Home Care records, including billing records are maintained to fully disclose the extent of services delivered for a period of at least six (6) years from the expiration date of this Agreement.
- B. The Provider is responsible for ensuring strict confidentiality of all records pertaining to all Senior Resources Home Care consumers according to all applicable federal and state regulations including the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- C. The Provider will allow any authorized representative of the Agency access to and the right to examine all records, books, papers or documents related to the performance of this agreement. Failure to deliver information or comply with program monitoring or audits may result in suspension or termination of this agreement by the Agency.
1. A representative(s) from the Agency will monitor the Provider periodically. Such monitoring will be to determine whether the activities are being carried out as specified in the agreement.
 2. Monitoring activities may include, but are not limited to: on-site observation, interviews of staff and consumers, and review of Provider employee and fiscal records.
 3. Specific monitoring methods will be the determination of the Agency.
 4. Adequate measures will be taken to ensure confidentiality of records will not be compromised. If, in the judgment of the Agency, the Provider is found to be in violation of this section or unable to carry out its provisions, the Agency, may suspend or terminate this agreement.

Service Delivery

- A. The Provider will deliver services in compliance with Conditions of Participation and the Service Specifications and in accordance with the Senior Resources Home Care Program and the Authorization for Service.
1. The provider will acknowledge acceptance of the consumer referral for consideration services within three (3) working days of the Agency's request.
 2. The Provider will initiate services as specified in the Authorization for Service. If start of services will be delayed, the Provider will inform Senior Resources Home Care Case Coordinator.
 3. The Provider will collaborate with the Senior Resources Home Care Case Coordinator regarding issues of service delivery and consumer status keeping Senior Resources Home Care aware of problems or changes.
 4. The hour of the day and day of the week that services are delivered to the consumer may be scheduled between the consumer and the Provider, so long as the number of units specified per week is delivered to the consumer as authorized in the Authorization for Service.
 5. The Provider will make all reasonable efforts to deliver services as specified in the Authorization for Service.
 6. In the event that the Provider is unable to deliver authorized units of service as specified, the unit(s) may be rescheduled for another time or day during the same week.

Units will not be carried over to the following week. Special circumstances should be brought to the attention of the Agency.

7. The Provider will not increase or decrease units of service or change types of service without prior authorization by the Agency.
 8. In the event of absence of personnel, the Provider will offer the consumer substitute personnel to deliver services as authorized by the Agency.
 9. In the event that an authorized unit of service is not delivered, it is necessary for the Provider to call the Senior Resources Home Care to report the missed units. Missed units **can only be made up during the same week, not carried to the following week.**
 10. The Provider will not terminate services to any consumer without notification to the Agency.
 11. The Provider will maintain documentation as required by the relevant Service Specifications.
- B. The Provider will keep the Agency informed concerning the status of Senior Resources Home Care consumers.
1. The Provider will complete the Senior Resources Home Care Consumer Status Report and return it to the Agency every three (3) months. **Failure to return the Consumer Status Report on schedule may delay Provider payment.**
 2. In any event, of a consumer's significant changes, whether, serious medical instability, an emergency, or consumer death, the Provider will take necessary and appropriate action according to the Provider's existing policies and procedures and must deliver subsequent notification to the Agency.
 3. The Provider will notify the Agency of decisions to report a consumer to Adult Protective Services.
 4. The Provider will notify the Agency of a consumer's admission to a hospital, nursing facility, or eligibility for skilled services.
 5. Senior Resources Home Care personal care services will be put on hold when a consumer receives skilled services. Personal care will be provided under the consumer's Medicare benefit. Authorized Homemaker services will be maintained.

Reimbursement for Services Delivered

- A. The Provider will bill the Agency for services rendered in accordance with the Senior Resources Home Care Authorization for Service. The Provider may not bill the Agency for

services not authorized by the Senior Resources Home Care Case Coordinator.

- B. The Provider will bill the Agency within thirty (30) days of the end of the month in which authorized units of service were delivered in accordance with the terms of this agreement.
- C. The Provider will be reimbursed by the Agency for authorized services within thirty (30) days from the invoices submitted to the Agency.
- D. Invoices received by the fifteenth (15th) of the month, will be paid on the last day of business of the month. Invoices are to include: the consumer name and address, the type of service and the date and time of service delivery, the unit rate and the number of units delivered.
- E. The Agency funds will be made payable to the Provider on a fee-for-service basis contingent upon the conditions of this Agreement being met.
- F. In the event that the Provider is paid by the Agency for services not allowable under the terms of this Agreement, the amount of overpayment will be returned to the Agency within thirty (30) days.
- G. The Agency will have the right to refuse to process Provider claims when claims are not received within thirty (30) days of the end of the month in which services were delivered.
- H. Extenuating circumstances that will cause delays in billing should be promptly brought to the attention of the Executive Coordinator of Ottawa County Senior Resources.

Billing

- A. The Provider must submit billings to the Agency within thirty (30) days of the end of the month in which service was delivered.

Bills can be mailed to:

Ottawa County Senior Resources – Attn: Senior Resources Home Care Billing
8200 W SR 163
Oak Harbor, OH 43449

OR

Faxed to Shelley Seamon at 419-898-3252

- B. The Provider will bill the Agency for the units of service authorized and delivered. Dated documentation signed by the consumer must be collected and retained by the Provider for each unit of service delivered.
 - 1. Payment will not be made for units delivered in excess of units authorized. If the designated payment billing is less than the monthly-authorized figure, no accumulation of payments to the forthcoming month's authorized amount is permitted.

2. The Agency is not liable to pay any costs arising from changes, modifications, or extra work orders not previously authorized by the Agency.
- C. The Provider will bill for actual units of service delivered as authorized in the Senior Resources Home Care Authorization and forwarded to the Provider by the Senior Resources Home Care Case Coordinator. Provider's time spent for travel, breaks, meal breaks, or for administrative activities including the initial nursing visits, will not be billed to the Agency but must be incorporated in the unit rate.
 - D. Either the Senior Resources Home Care consumer or the Senior Resources Home Care Case Coordinator may cancel a service unit before 7:00 am without incurring a charge by contacting the Provider on or before the scheduled day of delivery. If the Provider is notified that a unit of service is to be canceled after 7:00 am on the day of delivery, the Provider may bill the Agency for maximum of one (1) unit of service. The Provider must document who notified the Provider of the cancellation, the time the Provider was notified, and the reason for the cancellation in the consumer record.
 - E. In the event of a scheduled service visit where the Provider's direct service worker finds the consumer is not at home and the consumer has not canceled, the Provider may bill the Agency for a maximum of one (1) unit of service. The Provider will notify the Senior Resources Home Care Case Coordinator if this occurs.

Senior Resources Home Care and Consumer Financial Liabilities

- A. The Agency retains full financial responsibility for the cost of services rendered as specified in the same agreement.
- B. The consumer retains the right to request additional unauthorized services from the Provider; however, such unauthorized services are the complete financial responsibility of the consumer and may not be billed to the Agency. The Provider will specify private pay rates to consumer for unauthorized additional services.

Indemnification

- A. To the fullest extent permitted by law, the Provider will defend, indemnify, and hold harmless the Agency and its officers, trustees, agents, and employees from and against all claims, damages, losses, and expenses including, but not limited to, legal fees arising out of or resulting from the Provider's performance or lack of performance.
- B. The indemnity obligation set forth herein will not be construed to negate, abridge, or reduce any other rights or obligations of indemnity, which would otherwise exist at law or equity.
- C. The Provider will also name the Agency as additional insured on all liability policies.

Civil Rights and Americans with Disabilities Act

- A. The Provider agrees to adhere to the rules and regulations under Title VI and Title VII of the Civil Rights Act of 1964, as amended; and the Equal Pay Act of 1963, as amended.
- B. The Provider agrees to adhere to the rules and regulations under Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; and the Americans with Disabilities Act of 1990, as amended.

Other Conditions

- A. The Provider agrees to adhere to any applicable local, state, and federal law and regulations.
- B. The Provider will not engage in activities, which constitute a Conflict of Interest, or violate applicable standards of professional and business ethics, as defined under the Ohio Revised Code and any other local, state and federal laws related to the Agency.
- C. As required by Ohio Senate Bill 160, Ohio Administrative Code Section 173:3-1-12, the Provider will arrange for and document the results of criminal background checks on each individual hired to deliver services in the home of Senior Resources Home Care consumers.
- D. No Provider will use his authority or influence through gifts or other such means, to secure business from consumers or employees of the Agency.
- E. The Provider will not recruit or hire employees or former employees of the Agency, for a period of one (1) year from the date of departure from the Agency.
- F. The Provider will not recruit or solicit consumers or staff from other Agency Providers.

Amendments or Termination

- A. Amendments to this Agreement may be executed upon the amendment being placed in writing and signed by both parties. Should either party elect not to sign the amended agreement, this Agreement will be terminated.
- B. This Agreement may be terminated, with or without cause, by the Agency at any time if the Provider is found to be in non-compliance with the Conditions of Participation and Service Specifications. Otherwise either party upon sixty (60) days advanced notice may terminate this Agreement.
- C. This Agreement is subject to the continued availability of funding and will terminate immediately if funds cease to be available.

INFORMATION ON ORGANIZATION

A. Organization:

1. Bidder(s) is/are a: _____ Sole Proprietorship
_____ Partnership
_____ For-Profit Corporation
_____ Non-Profit Corporation
_____ Public
_____ Other--Please Specify:

2. Complete if a Corporation (For-Profit or Non-Profit):

- a. State of Corporation _____
- b. Date of Incorporation _____
- c. Name of President _____
- d. Name of Chief Executive Officer _____
- e. Is Corporation qualified to do business in the State of Ohio:
_____ Yes _____ No
- f. Employer Identification Number _____

3. Complete if a Partnership:

- a. State of Organization _____
- b. Date of Organization _____
- c. Name and address of all Partners and whether each is a general or limited partner: _____

4. Complete if other than a Corporation or Partnership:

- a. Type of Organization _____
 - b. Date of Organization _____
- Name and Address of Principal(s) _____

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

BID IDENTIFICATION _____

CONTRACTOR _____,

Being first duly sworn, deposes and says that he is _____

_____ (sole owner, a partner, president, secretary, etc.) of

_____,

(Name of Company)

the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed: _____

Subscribed and sworn to before me this _____ day of _____, 20__

Notary Public

Seal:

EXHIBIT ORC

Affidavit in Compliance with Sections 3517.13, 9.24 and 5719.042 of the Ohio Revised Code

STATE OF OHIO

SS:

COUNTY OF _____

Personally appeared before me the undersigned, as an individual or as a representative of _____ (Vendor) for a contract for _____ (Type of Product or Service) to be let by the County of Ottawa, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code (O.R.C.) Sections 3517.13, 9.24 and 5719.042, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the Vendor:

1. That none of the following has **individually** made after April 4, 2007, and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000.00 in a calendar year, none of the following **individually** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000.00, to any member of the Ottawa County Board of Commissioners or their individual campaign committees:
 - a. myself (if applicable);
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any owner of more than 20% of the corporation or business trust (if applicable);
 - d. each spouse of any person identified in (a) through (c) of this section;
 - e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).

2. That none of the following have **collectively** made after April 4, 2007, and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000.00 in a calendar year, none of the following **collectively** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000.00, to any member of the Ottawa County Board of Commissioners or their individual campaign committees:
 - a. myself (if applicable);
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any owner of more than 20% of the corporation or business trust (if applicable);
 - d. each spouse of any person identified in (a) through (c) of this section;

- e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section;
 - f. any political action committee affiliated with any person identified in divisions (a) through (c) of this section.
3. This representation applies if the contract is estimated to exceed \$25,000.00 or if the aggregate of multiple contracts between Ottawa County and Vendor exceed \$50,000.00 within the fiscal year prior to the fiscal year within which this contract is being entered.

The Vendor affirmatively represents and warrants to Ottawa County that it is not subject to a finding for recovery under O.R.C. 9.24, or that it has taken appropriate remedial steps required under O.R.C. 9.24 or otherwise qualifies under that section. The Vendor agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by Ottawa County hereunder immediately shall be repaid to Ottawa County or an action for recovery immediately may be commenced by Ottawa County for recovery of said funds.

4. This representation applies to any contract let by competitive bid (O.R.C. 5719.042).
- Vendor was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of Ottawa County.
5. Vendor understands that Ottawa County includes the Ottawa County Board of Commissioners or any other public official having ultimate responsibility for the award of the contract.

Vendor

by: _____
Signature

Typed/Printed Name and Title

Sworn to before me and subscribed in my presence this _____ day of _____, 20_____.

Notary Public

HOLD HARMLESS AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we,

(Firm Name)

(Address)

as principal, shall indemnify and save harmless Ottawa County, Ohio from all suits and actions of every name and description brought against the Owner for or on account of any injury or damage to persons or property arising from or growing out of the construction of the work in said agreement, specified to be done, or the doing of any work therein described.

Witness our signature(s) for the above agreement this _____ day of _____, 20__.

PRINCIPAL _____

BY _____

TITLE _____

SIGNED IN PRESENCE OF

ATTEST _____

6/04