

SERVICE AGREEMENT

Between

Clermont Senior Services, Inc.

And

(Enter Provider Name Here)

January 1, 2016 through December 31, 2017

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This SERVICE AGREEMENT (“Agreement”) entered into by and between Clermont Senior Services, Inc. (hereinafter referred to as CSSI), located at 2085 James E. Sauls Sr. Drive, Batavia, Ohio 45103, and **PROVIDER NAME AND ADDRESS** is made effective the 1st day of January 2016, regardless of the date executed. The purpose of this Agreement is to define the terms and conditions under which the provider is to furnish and bill CSSI for services provided.

WHEREAS, CSSI is authorized to administer the Clermont County Senior Services Levy under contract with the Board of County Commissioners to assist in meeting the human service and social needs of persons aged 60 and older (and/or their caregivers) in greatest economic and social need, with particular attention to low income and low income minorities, older individuals and those residing in rural areas, older individuals with severe disabilities, older individuals with limited English proficiency, and older individuals with Alzheimer’s disease and related disorders in order to promote independent living, and thereby reduce unnecessary institutionalization; and

WHEREAS, on **October 6, 2015** CSSI released a Request for Proposal from Established Organizations to Provide Services; and

WHEREAS, Provider, in response to CSSI’s RFP, submitted a proposal responsive to the RFP (“Proposal”); and

WHEREAS, CSSI accepted Provider’s Proposal and desires to enter into an Agreement with the Provider to define the terms and conditions under which the Provider is to furnish and bill for services provided.

NOW THEREFORE, in consideration of the foregoing and other mutual promises herein contained, the parties hereto agree as follows:

Provider shall serve the geographic area detailed in Provider’s accepted Proposal, incorporated herein by reference;

Provider shall provide only those services listed below and shall provide the services in compliance with CSSI’s Service Specifications. In addition, all services provided must fall within the approved plans of care for each customer served by the Provider.

Table 1

Service Name	Unit	Unit Rate
Homemaker	15 Minutes	
Personal Care	15 Minutes	
Respite Care	15 Minutes	
Homemaker	One Hour	
Personal Care	One Hour	
Respite Care	One Hour	

Provider shall request reimbursement for services provided within the time frame established by CSSI and in a format prescribed by CSSI.

Provider is required to have internet access to enable connection to the CSSI computer system. It is the Provider’s responsibility to ensure it can connect to the internet and can access the Clermont Senior Services website.

Provider acknowledges that technology, and requirements relating thereto, are expensive and continually changing, and agrees to cooperate fully with CSSI to implement such changes in order to access CSSI’s software program(s). CSSI has the right to change/implement new software at any time, at its sole discretion, to best meet program operating needs. Provider shall comply with any requirement changes within a reasonable time, as determined by CSSI, after being notified by CSSI. Such changes include, but are not limited to: hardware and/or software changes; any licensing, connectivity, or service fees, or other fees related to the requirements, specifications or recommendations relating to technology necessary for Provider to perform under this agreement.

SECTION I - SERVICES AND REVENUE

- A. The Provider does not have the right or power to assign, subcontract, or transfer its rights and duties under this Agreement.
- B. Funding is contingent upon CSSI’s receipt of projected levy funds from the Board of County Commissioners and subject to the terms and conditions stated herein. CSSI has the right to disburse and/or retain funds as it determines best benefits the program, subject to the terms and conditions under which the funds were allocated and the terms and conditions stated herein.
- C. CSSI at its sole discretion may adjust Table 1, based on Provider performance or lack thereof, unforeseen situations, change in funding, change in law, or to best meet the needs of customers or the program. Additionally, CSSI, at its

sole discretion, at times during the term of this Agreement may offer Provider an opportunity to request rate revisions. Such revisions shall be requested in writing in a format provided by CSSI and must be submitted with written justification for the requested revision. No such revisions shall be considered in effect until CSSI has received the signed revised Table 1a from Provider.

- D. Provider will not be reimbursed for any service unless a valid Agreement is in place at the time the service is provided. The Agreement is not valid until it has been signed by authorized representatives from both CSSI and Provider.

SECTION II - EARNING AND DISBURSING OF FUNDS

- A. The Provider may request CSSI reimbursement only for those specific services authorized by CSSI in an approved customer plan of care, and for which the Provider has been certified by CSSI.
- B. Provider shall not bill, and shall not be paid for a "No Show" (Customer is not home at the time of scheduled service.)
- C. Provider shall request reimbursement for services provided within the time frame established by CSSI and in a format prescribed by CSSI.
- D. Reimbursement for services provided will be made payable to the Provider monthly contingent upon the conditions of this Agreement, except as otherwise provided in this Agreement.
- E. Clermont Senior Services, Inc. monies cannot be used to pay for duplicate customer services that are being billed to another funding source; or customer services that can be paid for, or charged to, any other funding source (excludes Private Pay by customers and/or their family). Clermont Senior Services, Inc. should always be considered the Payer of Last Resort. Failure to comply may result in denial of payment or suspension of or termination of this agreement.
- F. CSSI will issue reimbursement payment directly to the Provider. CSSI will not issue payment to any third-party, even if directed to do so by the Provider.
- G. In the event Provider is paid for services not allowable under the terms of this Agreement, the amount of overpayment will be deducted from future reimbursements to Provider. If the amount of future reimbursement is insufficient to cover this obligation, or if final payment to Provider under this Agreement already has been made, then Provider shall refund the outstanding amount to CSSI within ten (10) business days after written receipt of notice to do so.
- H. If necessary, adjustments may be made by CSSI, at intervals to be determined by CSSI, in order to reconcile differences between CSSI's disbursement of levy funds to Provider and the earning of such funds by Provider.
- I. Provider shall return to CSSI any funds received for providing services if the provision of the service did not comply with the OAC, the Ohio Revised Code ("ORC"), or any other law that regulates the Provider or the services provided.

SECTION III - RECORDS AND DOCUMENTATION AND CONTROL POLICIES AND MONITORING

Records and Documentation

- A. Provider is required to store customer records in a designated locked storage space. The Provider must ensure proper documentation exists for purchased units of service in accordance with the CSSI Conditions of Participation and reporting requirements.
- B. Provider shall insure that any records relating to costs, work performed, supporting documentation for payment of work performed, all deliverables, and any other records necessary to fully disclose the extent of services provided under this Agreement are maintained and made available at all reasonable times for monitoring by CSSI, or their designees; and for auditing by CSSI (or its designee), the state auditor, the inspector general, duly-authorized law enforcement officials, and agencies of the United States government. The above listed records and documentation are to be retained for not less than three (3) years from the expiration of this Agreement or submission of final report (whichever is later). If a monitoring or audit is initiated within the three (3) year period, the Provider shall retain the records until the monitoring or auditing is concluded and all issues or exceptions are resolved, even if doing so requires the provider to retain records for more than three (3) years.
- C. Provider shall not use or disclose any information, systems, records or other protected health information (45 CFR 160 and 164 (A) and (E)) made available to it by CSSI for any purpose other than to fulfill its obligations under this Agreement. Further, Provider agrees to comply with all applicable Federal and State confidentiality laws including without limitation, The Health Insurance Portability and Accountability Act of 1996 (HIPAA), as Amended, and all other regulations applicable to the program(s) under which this Agreement is funded.
- D. Provider shall not use or disclose any information concerning a customer for any purpose, even if directly associated with the provision of services, unless the Provider has written documentation of the customer's consent to do so.
- E. Provider shall not use or disclose any information concerning a customer for any purpose not directly associated with the provision of services, even if the customer consents to doing so.

Control Policies and Monitoring

- A. The Provider understands that it will be monitored periodically by one or more representatives of CSSI. The monitoring will be conducted to determine whether the Provider's activities and obligations are being carried out as specified by this Agreement and in accordance with all applicable state and federal laws and regulations. Monitoring activities may include, but are not limited to, on-site observations, review of records, and interviews with Provider staff and/or customers.
- B. The provider agrees to submit to CSSI a copy of their Annual Compliance Audit conducted by Council on Aging, if applicable. Non-submission or late submission of the Compliance Audit may be grounds to terminate this Agreement.

- C. If, in the judgment of CSSI, the Provider is found to be in violation of this Service Agreement or unable to carry out its provisions, CSSI, at its option, upon written notice may suspend, amend, or terminate this Agreement.
- D. Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions directly related to the provisions of this Agreement. Provider agrees to accept the conclusions of, and to be bound by, the results of the audit(s) and to pay to CSSI, upon demand, within ten (10) business days after receipt of written notice to do so, the full amount as may be determined in any audit exception.
- E. Provider shall maintain documentation, as appropriate, to support each action under this Agreement and will file it in a manner allowing it to be readily located.

SECTION IV - HIPAA

The Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”) is a federal law, together with implementing regulations (“HIPAA Regulations”), that establishes rules governing the privacy of all identifiable health information regardless of form (sometimes referred to as “Protected Health Information” or “PHI”), Electronic Data Interchange (“EDI”) and Code Set Standards, and the security of PHI. HIPAA applies to health care providers, health plans and health care clearinghouses. Terms herein, but not otherwise defined, shall have the same meaning as those terms in 45 CFR 160.103, 164.402 and 164.501. Detailed information regarding HIPAA and each of the rules can be found at: <http://aspe.hhs.gov/admsimp/>.

If a business associate of CSSI, Provider shall ensure that PHI provided by CSSI will be treated as confidential in accordance with applicable law and HIPAA, as amended.

Except as otherwise stated below, Provider may use or disclose PHI to perform functions, activities, or services for, or on behalf of, CSSI as specified in this Agreement, provided that such use or disclosure would not violate the HIPAA privacy rule if done by CSSI or the minimum necessary policies and procedures of CSSI.

THE FOLLOWING PROVISIONS OF THIS SECTION APPLY TO PROVIDER ONLY TO THE EXTENT IT CONSTITUTES A BUSINESS ASSOCIATE OF CSSI UNDER HIPAA PRIVACY REQUIREMENTS, INCLUDING BUT NOT LIMITED TO, 45 CFR § 160.103:

- A. Specifically, a Provider that constitutes a business associate of CSSI agrees to comply with the following in accordance with the time frames specified in the regulations:
 1. Provider shall maintain adequate safeguards to prevent access, use or disclosure of PHI other than as provided for by this Agreement;
 2. Provider agrees not to use or disclose the PHI provided or made available by CSSI for any purpose other than as expressly permitted or required by this Agreement or as required by law;
 3. Provider shall ensure that any subcontractor or agent to whom it may disclose the PHI is bound by the confidentiality terms and conditions of this Agreement with respect to such information and shall ensure that any such subcontractor or agent agrees to implement reasonable and appropriate safeguards to protect CSSI’s PHI;
 4. Provider shall make available to CSSI and the U.S. Department of Health and Human Services (“HHS”) its policies and procedures, books, records, and internal practices relating to its use of the PHI in a time and manner designated by CSSI or designated by HHS, for HHS’s determination of CSSI’s compliance with the privacy rules;
 5. Provider shall promptly notify CSSI in writing of any use or disclosure of the PHI outside the purpose of this Agreement;
 6. Provider will report to CSSI any successful unauthorized acquisition, access, use, or disclosure of unsecured PHI or any successful interference with system operations in an information system containing electronic PHI, in writing, as soon as feasible, but in no event later than 60 calendar days after discovery of the breach. Such notification shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Provider to have been, accessed, acquired, used or disclosed during the breach;
 7. Provider agrees to document such disclosures of PHI as would be required for CSSI to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
 8. Provider hereby agrees to make available and provide a right of access to the PHI to CSSI or an individual who is the subject of the PHI, in a time and manner agreeable by all parties, information collected in section 7 above, to permit CSSI to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528
 9. Provider agrees to make PHI available for amendment by a patient who is the subject of the PHI and to forward immediately to CSSI any request by such a patient to make amendments to their PHI, and to incorporate any amendments to such PHI provided by CSSI to Provider, in accordance with 45 CFR § 164.526;
 10. At the termination of this Agreement for any reason, Provider hereby agrees to return or destroy all PHI received from, or created or received by Provider on behalf of CSSI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Provider. Provider agrees not to retain any copies of the PHI after termination of this Agreement. If return or destruction of the PHI is not feasible, Provider shall notify CSSI of the conditions that make return or destruction not feasible, If CSSI agrees that return or destruction is not feasible,

Provider shall extend the protections of this Agreement for as long as necessary to protect the PHI and to limit any further access, use or disclosure;

11. As noted in the termination section of this Agreement, Provider agrees that CSSI has the right to immediately terminate this Agreement and seek relief if CSSI determines that Provider has violated a material term of this Agreement and cure is not possible; and
 12. If neither termination nor cure is feasible, CSSI shall report the violation to HHS.
- B. CSSI and Provider agree to use best efforts to maintain the integrity, security and confidentiality of electronically transmitted PHI that the Provider creates, receives, maintains or transmits on behalf of CSSI. Specifically, Provider agrees that it will comply with the following in accordance with the time frames specified in the regulations:
1. Provider agrees to maintain a comprehensive written security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of its organization and scope of activities;
 2. Provider will ensure that all transmissions of data are authorized;
 3. Provider will protect the integrity and confidentiality of PHI;
 4. Provider will protect business records and data from improper access; and
 5. Provider will ensure that any subcontractor or agent to whom Provider provides CSSI's electronic PHI agrees to implement appropriate safeguards to protect the electronic PHI.
- C. CSSI and Provider shall adopt some form of electronic identification (such as electronic signatures) that will unequivocally authenticate data transmissions and will establish procedures for acknowledging the proper receipt of data.
- D. Provider agrees not to change any definition, data condition or use of a data element or segment as prescribed in the HHS Transaction Standard Regulation of any PHI provided or made available to it by CSSI. Further, Provider understands that occasionally HHS may modify and set compliance dates for the HHS Transaction Standards.
- E. The PHI shall be and remain the property of CSSI. Provider agrees that it acquires no title or rights to the PHI, including any de-identified information, as a result of these terms and conditions.
- F. CSSI and Provider further agree that in the event of a conflict between the business associate provisions herein and other provisions of this Agreement the business associate provisions shall control.
- G. For any psychoanalysis records (as such term is defined within the HIPAA regulations) both parties agree to abide by HIPAA Regulations concerning such records.

SECTION V - INDEMNIFICATION

- A. Provider hereby agrees to indemnify CSSI, together with its trustees, members, directors, officers, employees and agents (collectively, the "CSSI Parties"), and to hold the CSSI Parties harmless from and defend the CSSI Parties against any and all claims, demands, losses, liabilities, costs and expenses (including reasonable attorneys fees) arising in connection with or resulting from: (a) any breach or violation of this Agreement by Provider or negligent acts or omissions of Provider or (b) the negligent act or failure to act of Provider, its employees, agents or contractors. Nothing herein shall limit the right of CSSI to participate in its own defense.
- B. CSSI hereby agrees to indemnify and hold Provider harmless from and defend Provider against any and all claims, demands, losses, liabilities, costs and expenses (including reasonable attorneys fees) arising in connection with or resulting from any breach or violation of this Agreement by CSSI. Nothing herein shall limit the right of Provider to participate in its own defense.

SECTION VI - APPLICABLE FEDERAL, STATE AND LOCAL LAWS, REGULATIONS, AND ESTABLISHED POLICIES AND PROCEDURES

- A. Provider shall conform to the requirements of all applicable federal, state and local laws, federal circulars, regulations, and established policies and procedures incorporated by reference herein, including, but not limited to the following, all as may be amended from time to time:
1. Older Americans Act of 1965, as Amended;
 2. CSSI Policies and Procedures, including Service Specifications;
 3. Provider's Proposal submitted in response to "Request For Proposal From Established Organizations"
 4. Civil Rights Act of 1964, as Amended;
 5. Section 504 of the Rehabilitation Act of 1973, as Amended, if direct services are provided on the premises;
 6. Age Discrimination Act of 1975, as Amended;
 7. Federal Fair Labor Standards Act of 1938 (FLSA), as Amended, including but not limited to the provisions of FLSA relating to payment for travel time; payment for all hours worked and payment of the minimum wage and over time;
 8. Age Discrimination in Employment Act of 1967, as Amended;
 9. Americans with Disabilities Act of 1990;
 10. State and local health, fire, safety, zoning, and sanitation codes;
 11. Drug Free Workplace Act of 1988.
 12. Federal, State, and local regulations regarding taxes, unemployment, Workers Compensation, etc.
 13. HIPAA and HIPAA Regulations.

- B. Provider shall at its sole cost, comply with the criminal records background check requirements in accordance with ORC Section 173.38 and OAC Rule 173-9-01 through 173-09-10 and conform to the requirements of all applicable federal, state and local laws, federal circulars, regulations, and established policies and procedures incorporated by reference herein, including, but not limited to the following, all as may be amended from time to time:
- C. Provider shall incorporate the foregoing requirements in all subcontract agreements for work hereunder.
- D. Provider shall, upon request, furnish CSSI with Provider's payment of wages policy, as evidence of compliance with the Fair Labor Standards Act.

SECTION VII - EQUAL EMPLOYMENT OPPORTUNITY

- A. In carrying out this Agreement, Provider shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability or Vietnam-era Veteran status. Provider shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability or Vietnam-era Veteran status. Such action shall include but not be limited to the following: Employment; Upgrading; Demotion or Transfer; Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and selection for Training, including Apprenticeship.
- B. Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Provider will comply with all applicable Federal and State non-discrimination laws. Provider shall, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability or Vietnam-era Veteran status.
- C. Provider shall incorporate these requirements in all subcontracts for work completed under this Agreement.
- D. Provider shall update its Affirmative Action Plan annually, and upon request, shall furnish CSSI with its antidiscrimination and affirmative action plan as evidence of compliance with Title VII of the Civil Rights Act, Age Discrimination in Employment Act, Executive Order 11246 and Revised Order No 4, if applicable, the Rehabilitation Act of 1973, and the Americans with Disabilities Act.

SECTION VIII - DEBARMENT AND SUSPENSION

Provider certifies by entering into this Agreement, that neither it nor its principals are listed on the non-procurement portion of the General Services Administration's "Excluded Parties List System" ("EPLS") and are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any state or federal department or agency. The term 'principal' for purposes of this Agreement is defined as an officer, director, owner, member, manager, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Provider's business. Provider shall notify CSSI immediately in the event it becomes aware of any such actual or proposed debarment, suspension, ineligibility, or voluntary exclusion

SECTION IX - INSURANCE

- A. Provider, at Provider's sole cost and expense, shall carry and maintain in full force, with no interruption of coverage during the term of this Agreement the following:
 - 1. Commercial liability insurance not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The insurance certificate shall name "Clermont Senior Services, Inc." as an additional insured and shall include a provision that requires written notice to CSSI at least thirty (30) days in advance of any change, cancellation, or non renewal of coverage.
 - 2. Third Party Fidelity or similar insurance covering consumer loss due to theft of consumer's property or money, or property damage, by any employee or volunteer of Provider. Additionally, Provider shall furnish CSSI with a written procedure describing the step-by-step instructions a consumer must follow to file a claim.
 - 3. Workers Compensation coverage for the State(s) in which the employees are eligible for benefits.
 - 4. Fidelity bond covering all individuals authorized by the Provider to collect and/or disburse funds.
- B. Provider further agrees that in the event its commercial general liability policy or professional liability policy (if required) is maintained on an "occurrence" basis, and in the event that this Agreement is terminated, Provider shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured notwithstanding the termination of this Agreement.
- C. Provider shall have all the above described insurance in full force and in effect prior to the commencement of services under this Agreement. The insurance must be maintained through a carrier licensed to provide insurance in Ohio and reasonably acceptable to CSSI.
- D. Provider understands it is responsible for ensuring a current Certificate of Insurance is received by CSSI's Contracting & Business Department whenever a change is made to the Provider's insurance coverage including, but not limited to, change in insurance carrier(s), change in coverage, renewal of coverage.
- E. Cancellation or non-renewal of required insurance, or not furnishing CSSI with evidence of required insurance coverage shall be grounds for CSSI to suspend or terminate this Agreement.

- F. The insurance required under this Agreement shall cover the acts or omissions of both paid employees and volunteers working for Provider.
- G. Provider shall require the same amount of insurance from all subcontractors utilized under this Agreement.

SECTION X - AMENDMENT / MODIFICATION

This Agreement may not be amended or modified except through a written instrument signed by both parties. It is agreed, however, that any amendments to laws, rules, or regulations cited herein will result in a correlative modification to this Agreement, without the necessity for executing a written amendment.

SECTION XI - TERMINATION

Except as otherwise provided herein, either party may at any time during the term of this Agreement or any extension thereof, with or without cause and without having to show a breach, terminate this Agreement, or any service(s) offered pursuant to this Agreement by giving sixty (60) days notice in writing to the other party of its intention to do so. Provider must notify CSSI in writing of its intent to terminate this Agreement prior to notifying consumers being served by Provider for CSSI under this Agreement of such termination. In addition, this Agreement, or any service(s) offered pursuant to this Agreement, may be suspended or terminated at any time (without 60 days written notice) by CSSI for good and just cause as determined within the sole discretion of CSSI, including but not limited to, unsatisfactory Provider performance, funding decline, or if a situation arises that was unforeseen at the time the parties entered into this Agreement. Examples of unsatisfactory Provider performance include, but are not limited to, not maintaining the required 85% utilization rate for all services contracted to Provider pursuant to this Agreement. Examples of unforeseen situations include, but are not limited to, a change in market condition or a change in law that regulates the service(s) or program offered pursuant to this Agreement. In the event funds to finance this Agreement, or part of this Agreement, become unavailable, the parties will make best efforts to provide twenty (20) days written notice to the other party prior to termination. CSSI shall be final authority as to the availability of federal, state, or local funds.

SECTION XII - ASSIGNABILITY

- A. Provider shall not assign, subcontract, or transfer its rights and duties under this Agreement.
- B. If Provider is being purchased by, or merged with, another entity (even if the purchasing/merging entity has an existing Agreement with CSSI), the Provider shall provide written notice to CSSI at least sixty days (60) prior to the effective date of such merger or purchase. Provider must notify CSSI prior to notifying consumers being served by Provider for CSSI under this Agreement of such purchase or merger. Provider acknowledges that a purchase or merger with another entity may affect the terms of this Agreement. Upon receipt of written notification, CSSI will notify Provider of any effect such a merger or purchase will have on this Agreement.

SECTION XIII - NOTICE REQUIREMENTS

Whenever, under this Agreement, notice is required to be given, it shall be in writing and shall either be hand delivered, sent via the United States Postal Service certified mail, or sent prepaid, return receipt requested, via an overnight express carrier to the party to receive the notice at:

If to CSSI to: Clermont Senior Services, Inc.
 2085 James E. Sauls Sr., Drive
 Batavia, Ohio 45103

Attention: Cindy Gramke
 Chief Executive Officer

If to Provider to: **Provider Name**
 Provider Address
 Provider City, State, Zip

SECTION XIV - MISCELLANEOUS

CONFLICT OF INTEREST:

Provider agrees to have in force a written conflict of interest policy that, at a minimum:

- A. Applies to the procurement and disposition of all real property, equipment, supplies, and services by the agency and to the agency's provision of assistance to individuals, businesses, and other private entities.

- B. Provides that no employee, board member, or other person who exercises any decision-making function with respect to agency activities may obtain a personal or financial benefit from such activities for themselves or those with whom they have family or business ties during their tenure with the agency.
- C. Assures that no immediate family member of any person(s) employed by the Provider can be a member of the Provider's Board of Trustees or ruling body.
- D. Assures that no purchase of supplies, vehicles, or equipment is made with CSSI funds from any person(s) employed by the Provider or from an immediate family member of any employee. An immediate family member is defined as spouse, parent, grandparent, brother, sister, child, or in-law.

RELATIONSHIP OF THE PARTIES:

It is mutually understood and agreed that Provider is and shall at all times be considered to be engaged by CSSI to perform services pursuant to this Agreement as an independent contractor. Provider is not an agent or employee of CSSI by virtue of this Agreement. CSSI shall neither have nor exercise any control or direction over the methods by which Provider shall perform Provider work and functions under this Agreement, provided that all services shall at all times be performed in a manner consistent with all relevant professional standards and the provisions of this Agreement and applicable law. Provider shall not make any monetary, material or "in kind" contribution of any nature to CSSI or any CSSI staff member, manager, trustee, officer or agent.

MAJOR UNUSUAL INCIDENT (INCLUDING ABUSE, NEGLECT, OR EXPLOITATION)

Provider shall have a written policy detailing procedure for reporting major unusual incidents. Provider shall notify CSSI of any and all major unusual incidents that impact the Provider and/or any consumer served pursuant to this Agreement. The notification shall be phoned or e-mailed to CSSI's HC/CM Director immediately, within one hour, after the Provider becomes aware of the major unusual incident. Provider agrees to furnish, upon request of CSSI, any reports relating to such incident and to cooperate with CSSI and/or its authorized representatives in any investigation of any major unusual incident. A major unusual incident is any alleged, suspected, or actual occurrence of an incident/event that could adversely affect the health or safety of a consumer, the credibility of Provider's staff or organization, or any incident in which CSSI or Provider may have liability. Major unusual incidents include, but are not limited to: abuse; neglect; suspicious accident; death from abuse, neglect, serious injury, or any reason other than natural causes; criminal or suspected criminal acts; a police, court/legal, or public complaint which has the potential to be reported to the media or elected officials or any in which CSSI or Provider may have liability; lawsuit or potential lawsuit.

Additionally, any Provider who is a mandatory reporter shall immediately notify the county department of job and family services, or the agency the county department of job and family services designates to provide adult protective services, once the provider has reasonable cause to believe a consumer is the victim of abuse, neglect, or exploitation, and has the consent of the consumer.

SPECIAL CONDITIONS

Provider also agrees to the following special conditions:

- A. Provider shall immediately notify CSSI's Project Management Director of any incident that poses a health risk or may be viewed as a risk to the health and safety of any consumer. CSSI's Project Management Director can be reached by phone at (513) 536-4013 or by e-mail at cgoodspeed@clermontseniors.com.
- B. Provider shall assure that designated staff members, as applicable, are trained in first aid and CPR procedures.
- C. Provider shall assure that where State or local public jurisdictions require licensure for the provision of services, Provider will be licensed.
- D. The Provider shall ensure all staff providing services to CSSI customers will follow the Employee Code of Ethics provided by CSSI.

SEVERABILITY:

If any provision of this Agreement is held to be unenforceable for any reason, the remainder of this Agreement shall, nevertheless, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Clermont Senior Services Inc.:

Provider:

Name

Name

Date

Date