

SAMPLE SERVICE COORDINATION SERVICES AGREEMENT

This Service Coordination Services Agreement (this "Agreement") is made and entered into to be effective this 1st day of April 2012 (the "Effective Date"), by and among National Church Residences, an Ohio non-profit corporation, having its principal office at 2233 North Bank Drive, Columbus, Ohio 43220; (Agency), and The City of Upper Arlington (City). All provisions as set forth in the Request for Proposal dated January 25, 2012 attached as Exhibit (A) and the Proposal submitted by Agency attached as Exhibit (B) and Addendum No.1 attached Exhibit (C) and the Memorandum of Understanding submitted by Agency attached as Exhibit (D) are integrated and made part of this Agreement. If there is a conflict between this Agreement, Exhibit (A) and Exhibit (B), and Exhibit (C) and Exhibit (D) it shall be resolved in the following order: Exhibit (A) and Exhibit (C) shall prevail over any conflict with provisions including terms and conditions contained in Exhibit (B) and Exhibit (D). Exhibit (A) shall control over any terms and conditions not specifically addressed in this Agreement or Exhibit (B).

Background

Service coordinators are necessary to coordinate supportive services for the elderly, disabled, and families. Service coordinators are social service staff persons who link elderly or disabled residents to the supportive or medical services in the general community necessary for such residents to remain independent and in their own homes.

The Agency employs individuals who are qualified to perform the functions of a service coordinator. The City of Upper Arlington has chosen National Church Residences, and National Church Residences has agreed to provide one or more employees to perform the service coordinator functions for the City.

The City and the Agency desire to set forth the terms and conditions pursuant to which National Church Residences will provide the services stated in the Request for Proposals it submitted to replace the Coordination of Services provided in the STAY UA program piloted from the time frame of April 1, 2012 to March 31, 2014.

Agreement

In consideration of the following mutual promises, the parties agree as follows:

Section 1. Scope of the Agency's Services.

1.1 The Services. The Agency shall provide one employee to perform the functions of a service coordinator for the City. The functions of a service coordinator shall include without limitation those functions specified in Schedule 1 to this Agreement, as that schedule may be modified from time to time. In addition, the Agency shall provide such additional services as are specified in Schedule 2 to this Agreement, as that schedule may be modified from time to time, and such additional services as are otherwise required to fulfill the Agency's obligations under this Agreement (collectively, the performance of the service coordinator functions and the performance of the additional services shall be referred to collectively herein as the "Services").

1.2 Relationship of Parties. The Agency shall be an independent contractor. The Agency's employee will receive instruction on the object(s) and goal(s) for which they are responsible, but will exercise their own discretion and professional judgment to attain those goals. Each service coordinator provided by the Agency to the City to perform Services will be employees of the Agency and will at all times be subject to the direct supervision and control of the Agency, provided that the service coordinator shall observe the working rules and security regulations of the City and shall not perform his or her duties in a manner that unreasonably interferes with the City's business and operations. The Agency acknowledges and agrees that: (i) the City will have no responsibility to provide to the Agency or its assigned employees insurance, vacation, or other fringe benefits normally associated with employee status, including, but not limited to participation in any welfare benefit plan sponsored by the City for the benefit of its employees; (ii) the Agency will not hold itself or its staff out as nor claim to be an officer, partner, joint venturer, employee or agent of the City (iii) the Agency shall be responsible for reporting, withholding and payment of all income, unemployment, FICA or similar taxes for the Agency and its staff; and (iv) the Agency shall, at its own expense, comply with all applicable laws, including but not limited to the National Labor Relations Act, the Americans With Disabilities Act, all applicable employment discrimination laws, overtime laws, immigration laws, workers' compensation laws, and occupational safety and health laws and any regulations related thereto. (v) the Agency shall, at its own expense comply with the Ohio Revised Code, the Charter of the City of Upper Arlington, all City ordinances and administrative rules. (vi) the Agency shall comply with all federal laws applicable to this service including but not limited to the STARK law. The Agency shall comply with all the requirements of Municipal Income Tax as set forth in Section 4.5 of Exhibit (A). Legal actions to enforce this agreement are in accordance with Section 4.1 of Exhibit (A).

1.3 Level of Service. The Services will be performed by the Agency in a professional and conscientious manner by qualified employees of the Agency.

1.4 Personnel.

1.4.1 If requested by the City, the Agency shall designate, in addition to the service coordinator(s), a supervisor (the "Supervisor") to serve as a primary point of contact among the Agency and the City and to be responsible for the performance of the Agency's obligations under this Agreement.

1.4.2 The Agency shall have the right, at any time, to request the removal of any employee of the Agency whom the City (in either party's sole discretion) deems to be unsatisfactory. Upon such request, the Agency shall promptly replace such employee with a qualified substitute employee. It is agreed, notwithstanding the foregoing, that at all times, all employees of the Agency shall be considered, for all purposes, employees of the Agency and not of the City. The City shall not have the authority, on behalf of the Agency or otherwise, to discharge, promote, suspend or otherwise discipline any employee of the Agency assigned to perform Services under this Agreement.

1.5 Reports. The Agency shall prepare and submit Monthly Performance Reports as described in Exhibit D and on the schedule prescribed therein. The City Manager and Agency

shall mutually agree to the design and structure of the report noted as Exhibit D in this agreement. Exhibit (D) shall then be incorporated and made part of this Agreement.

1.6 Books and Records. The Agency shall keep, at its own expense, accurate, true and complete books and records with respect to the Services provided by the Agency and with respect to the costs, expenses and other charges related to the Services. Such books and records shall be kept at the Agency's principal place of business and shall be made available to the City and their representatives at all reasonable times for examination, audit, inspection, transcription and copying so as to allow the City to verify all invoices, charges, costs, expenses and fees related to the Services charged to City.

1.7 Investigation of Service Coordinators. The Agency agrees to conduct extensive investigations of each service coordinator. Such investigation shall include, but shall not be limited to, the following: (a) confirmation of personal data, education, and employment history; (b) checks on general reputation and character; (c) appraisal of ability to do the job based on past Performance; (d) credit references and review of civil and criminal court records; and other criminal background checks to determine prior criminal record history (e) determination of any existing or potential conflict of interest situations and (f) the submission of a request for a criminal check for all direct care givers working with the elderly as mandated under OAC 173-41-01. Investigation information shall be provided to the City of Upper Arlington.

2. National Church Residences shall designate a Manager (Enriched Housing Services Manager) to be the contact person at National Church Residences for the City of Upper Arlington/Fire Department related to daily operational issues.

National Church Residences shall designate a Director of Quality Assurance to review the written documentation and reports generated by the service coordinator on a monthly basis for completion and accuracy. The Director will do a comprehensive review of the resident files maintained by the service coordinator in AASC Online every three months. This review will include whether the service coordinator is utilizing the required forms as set forth by the American Association of Service Coordinators (Intake Form, Confidentiality Agreement, Assessment Form, Referral and Follow-up forms, Release of Information Form and Progress Notes). The review of the service coordinator's files will include an examination of whether the needs of the resident were clearly identified along with whether appropriate referrals were completed. The Director of Quality Assurance will produce a written report of findings that will be made available for review by the service coordinator, the Project Team and the City of Upper Arlington. The Director of Quality Assurance will provide on a monthly basis (or more often upon request by the City of Upper Arlington) reports utilizing the AASC Online program. The report will describe the outcomes achieved by the service coordinator related to the goals of the program.

National Church Residences shall designate a Vice President of Support Services to meet with the service coordinator for one hour every two weeks to provide clinical supervision. This hour will consist of a review of the interactions the service coordinator has had with residents over the previous two weeks. He will review with the service coordinator the number of referrals and the results of the referrals. He will consult with the service coordinator to give guidance and direction related to clients that are difficult to engage with or who are not utilizing available resources.

3. **City Manager**. The City Manager shall perform all duties as required under City ordinances and perform the obligations in this Agreement including but not limited to the enforcement of contract terms.

4. **Term and Termination**.

4.1 **Term**. This Agreement shall commence on the Effective Date and shall continue in effect for a period of two years with the City having the option for two (2) one year renewals periods, unless earlier terminated in accordance with the provisions of this Agreement. The City shall no later than thirty (30) days prior to the end of the Term provide notice of renewal to Agency. Failure to exercise this right to renewal shall result in the termination of this Agreement.

4.2 **Termination Without Cause**. Any party may terminate this Agreement with or without cause, by providing written notice to the other party of the intent to terminate this Agreement at least Ninety (90) days prior to the effective date of the termination.

4.3 **Termination With Cause**. The City may terminate this Agreement effective immediately upon providing the Agency with written notice of the termination for cause. If, through any cause, the City shall fail to fulfill in a timely manner and proper manner its obligations or if the City shall violate any of the covenants, agreements or stipulations of the contract, the Agency shall have the right to terminate the contract by giving written notice to the City of such termination and specifying the effective date of termination at least thirty (30) days prior to the effective date of the termination.

4.4 **Termination For Convenience**. This section as referenced in the RFP Exhibit (A) 4.8 is hereby deleted.

4.5 **Return of Material and Information**. Upon termination of this Agreement, or any time upon the City's written request, the Agency shall promptly return to the City all copies of any Protected Resident Information, Protected Business Information or other data, records, information or materials provided or made available to the Agency by the City or in connection with this Agreement, as well as all data, records, information and materials prepared by the Agency or the Agency's employees pursuant to the requirements of this Agreement.

4.5 **Survival**. All rights and obligations herein that become absolute before expiration or termination of the Term or that are of a continuing nature will survive any expiration or termination of the Term for any reason.

5. **Fees, Expenses and Payment**.

5.1 **Payment to the Agency**. In consideration of the Agency performing the Services, the City shall pay the Agency \$0.00 per hour for each hour that the Service Coordinator provides Services. It is expected that the Service Coordinator(s) will provide, on average, 24 hours of Services to the City each week. The Service Coordinator shall be made available 24 hours a day for consultation purposes. The Agency acknowledges that, regardless of the amounts paid to Agency, Agency shall be solely responsible for all salary(ies) and benefits of the Service Coordinator(s), insurance and workers' compensation coverage for the Service

Coordinator(s), supervision by the Agency of the Service Coordinator(s), and the Agency's administrative expenses related to the Services.

6. **Ownership Rights**. All files containing Protected Resident information and all data, records, information and materials prepared by the Agency or the Agency's employees pursuant to the requirements of this Agreement shall be the property of the City and shall, upon the termination of this Agreement, be returned to the City in accordance with the provisions of Section 4.4 of this Agreement. In the event that the Agency needs access to any of the foregoing for review or evaluation purposes, the City shall make such items reasonably available to the Agency.

7. **Confidential Information**.

7.1 All information concerning the City's residents ("Protected Resident Information") shall be confidential. For the Term of this Agreement and thereafter, the Agency shall be responsible for assuring that only its employees and agents who have a need to know shall have access to Protected Resident Information, shall not republish or make accessible to any unauthorized person or entity any Protected Resident Information without obtaining from the Resident express written consent that complies with all applicable state and federal laws, and shall not otherwise use Protected Resident Information except as authorized by this Agreement.

7.2 All information related to City's operations that is communicated to, learned, developed or otherwise acquired by Agency (including but not limited to information regarding the City's business plans, finances, vendors, customers, research, technology, products, or developments), which is not publicly available or otherwise available to any third party(ies) not under a confidentiality obligation ("Protected Business Information"), will be kept confidential. Agency will not, beginning on the date of first association or communication between the parties and continuing through the term of this Agreement and for a term of three (3) years thereafter, disclose, or permit disclosure to another, or use for the Agency's benefit or the benefit of another, any such Protected Business Information except as authorized by this Agreement. The parties expressly agree that the City will be entitled to injunctive and/or equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement by Agency. This subsection will be binding on the parties and their employees, subcontractors and agents. Nothing in this section shall obligate the City to withhold information that may be deemed a public record under Ohio's Public Records laws.

7.3 Notwithstanding the foregoing, Agency will not have any obligation under this subsection with respect to Protected Business Information to the extent (i) such information is publicly available or available from a third-party not under any obligation of confidentiality or (ii) such information is independently developed by the recipient. In addition, Agency will not have any obligation under this subsection with respect to Protected Business Information or Protected Resident Information, to the extent that such information is subject to disclosure under lawful governmental subpoena or order (provided that the Agency first gives notice reasonable under the circumstances of the requirement to disclose to the City and affords them opportunity reasonable under the circumstances to resist such disclosure).

7.4 The parties acknowledge that, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), one or both of them may be required to comply with

certain confidentiality and/or security standards relating to information gathered or generated as a result of the Services provided pursuant to this Agreement. The parties agree that, should either HIPAA or any applicable regulations promulgated thereunder require the parties to adopt such additional standards relative to this Agreement the parties will in good faith negotiate any required addendum to the Agreement. The HIPAA protocol contained in Exhibit (B) shall be incorporated and controlling.

8. **Warranties.**

8.1 **Warranties of the City and National Church Residences.** The City warrants and represents that they are authorized to enter into this Agreement.

8.2 **Warranties of the Agency.** The Agency warrants and represents that: (a) the Agency has the full and unrestricted right, power and authority to enter into this Agreement and to perform the Agency's obligations in accordance with the terms of this Agreement; (b) the Agency will perform all Services exercising due care and in a professional and conscientious manner, using employees of the Agency having the proper character, experience, skills, training and professional education to render the Services which such employees of the Agency provide to the City and National Church Residences; (c) the Agency's performance of the Services does not and will not violate any (i) applicable law, rule or regulation or (ii) agreement, obligation or understanding (whether oral or written) to which the Agency is a party; (d) all Services shall be provided only by the Agency; (e) the Agency and its employees have been issued all required licenses by the appropriate local, state and federal agencies, that such licenses are current and have not been terminated, that all fees applicable to the issuance of said licenses have been paid, and that all prerequisites to the issuance of said licenses or prerequisites to the maintenance of said licenses have been complied with.

9. **Indemnification.** To the fullest extent allowed by law, the Agency shall indemnify and hold harmless the City, its employees and agents, from any liability for claims, damages, losses and expenses, including reasonable attorney fees, resulting from the negligent performance of the contract, or any negligent act or omission, by Agency, its employees, agents, subcontractors or assigns. The Agency's obligation to indemnify under this section shall not be construed to negate, abridge, or reduce other rights of indemnity or contribution to which the City, its agents or employees are legally entitled. The City does not agree to indemnify or hold harmless the Agency, its employees and agents, from any liability for claim, damages, losses and expenses, including reasonable attorney fees resulting from or arising under the contract.

10. **Miscellaneous.**

10.1 **Governing Law.** The validity, term, performance and enforcement of this Agreement shall be governed and construed by its provisions and in accordance with the laws of the State of Ohio, City of Upper Arlington including the City Charter (without regard to conflicts of laws principles) as if this Agreement were negotiated, executed, delivered and performed solely in the State of Ohio. The City hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the state and federal courts located in Columbus, Ohio for any action, suit or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby. The provisions of this Section 9.1 shall survive any termination of this Agreement.

10.2 Insurance. During the term of this Agreement the Agency shall maintain the following types of insurance, in the following amounts:

General Liability	\$1 million per occurrence
Automobile Liability	\$1 million per occurrence
Worker's Compensation	Statutory coverage
Employer's Liability	\$1 million each accident/employee/policy limit

Upon the request of the City, the Agency shall provide the City with certificates of insurance evidencing such coverage and naming the City as an additional insured thereunder. The Agency shall maintain, during the term of this Agreement, workers' compensation insurance as statutorily required and shall provide the City with a certificate of insurance evidencing such coverage. The Agency agrees to defend and hold the City harmless from and against any and all claims or liability asserted by any employee of the Agency or any individual it assigns to perform the Services. In furtherance of the foregoing, the Agency hereby expressly waives any and all statutory and/or constitutional immunity to which, but for this waiver, it might be entitled (i) as an employer in compliance with the State of Ohio's workers' compensation laws or (ii) under any other employee benefit statutes or similar laws of any jurisdiction. The City hereby incorporates the Insurance requirements as set forth in Exhibit (A) Section 4.4. Any conflict with this section on Exhibit (A), Exhibit (A) shall control.

10.3 Waiver; Amendment.

10.3.1 Neither the failure of any party to this Agreement to take any action or to demand compliance with its terms shall be deemed to be a waiver of any right or remedy of any party hereunder nor shall any action taken pursuant to this Agreement, including any investigation by any party hereto or any demand for partial relief or for compliance with its terms in a single instance, be deemed to constitute a waiver by the party taking such action or making such demand of any right or remedy hereunder. No waiver of any particular term hereof or in any particular instance shall in any event be deemed a waiver of any subsequent occurrence under the same or any other term contained herein. The waiver by any party of any of the conditions precedent to its obligations under this Agreement shall not preclude it from seeking a remedy for breach of this Agreement.

10.3.2 No waiver of any right or remedy hereunder and no amendment, change or modification of the term hereof or rescission or termination hereof shall be binding on any party hereto unless it is in writing and is signed by the party to be charged.

10.4 Notices and Payments. Any notices and any payments required or permitted to be given under this Agreement shall be properly made if in writing and hand delivered or mailed by certified or registered mail, postage prepaid with return receipt requested, to the party for whom intended at the address for such party set forth in the preamble to this Agreement, or at such other address or addresses as either party may designate from time to time by notice given in the foregoing manner. Any notice regarding this Agreement shall be to the attention of the City Manager, City of Upper Arlington, 3600 Tremont Road, Upper Arlington, Ohio, 43221.

10.5 Remedies. The Agency acknowledges and agrees that the City remedy at law for breach of the Agency's covenants, agreements and obligations under this Agreement will be inadequate, and that the City shall be entitled to appropriate equitable relief with respect to any such breach. The Agency further acknowledges and agrees, however, that the City shall

have the right to seek a remedy at law as well as, or in lieu of, equitable relief in the event of any such breach.

10.6 Assignability. This Agreement is a personal service agreement for the services of the Agency and the Agency's interest in this Agreement, duties hereunder and or fees due hereunder may not be assigned, subcontracted or delegated to a third party without the prior written consent of the City. The benefits and duties of this Agreement are, however, assignable by the City and upon an assignment of the benefits and duties of this Agreement by the City, as applicable, shall have no further liability or obligation under this Agreement.

10.7 Duplicate Originals. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall be deemed to constitute a single instrument.

10.8 Entire Agreement. This Agreement and the exhibits attached hereto set forth the entire understanding between the parties concerning the subject matter hereof and supersede all contemporaneous and prior negotiations, understandings, and agreements, whether oral or written, with respect to the subject matter hereof. There are no covenants, promises, agreements, conditions or understandings, whether oral or written, among the parties hereto relating to the subject matter of this Agreement other than those set forth herein. No representation or warranty has been made by or on behalf of any party to this Agreement (or any officer, director, employee or agent thereof) to induce any other party to enter into this Agreement or to abide or consummate any transactions contemplated by any term of this Agreement, except representations and warranties, if any, expressly set forth herein.

10.9 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person, entity or circumstance, shall be invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 10.10. Signing and Return of Services Agreement. Failure by the Agency to sign and return this Services Agreement to the City before May 1, 2012, shall result in nullification of this Agreement and termination of the service-coordination relationship between the Agency and the City.

This Agreement may be executed with signatures delivered by either facsimile or scanned e-mail and copies of such signatures so delivered shall be deemed as originals.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

“Agency”

National Church Residences

Daniel Fagan
Vice President of Support Services

Date: _____

“The City”
The City of Upper Arlington

Date: _____

Schedule 1

The Service Coordinator designated by the Agency and assigned to the City will:

- Participate in National Church Residences Service Coordinator orientation program conducted by InCare.
- When possible and appropriate, participate in National Church Residences training.
- Unless prohibited by law or professional ethical standards, inform City management of any resident incident or issue which adversely impacts the City, or the safety/security of the City. (see "Confidentiality Agreement" form).
- Maintain an office in the UA Firehouse.
- Maintain specified office hours at the UA Firehouse as decided upon between Service Coordinator, EMS Captain and Service Coordinator Manager at National Church Residences. Weekly work schedule should be in writing, and changes in schedule should be discussed with EMS Captain and Service Coordinator Manager prior to implementation.
- Access and respond to National Church Residences email system at least weekly. National Church Residences will provide this email service.
- Ensure privacy and confidentiality of resident files, including the acquisition of written releases from residents with respect to the disclosure of personal information, in form that complies with all applicable state and federal requirements and that is reasonably acceptable to National Church Residences.
- Meet at least weekly with the EMS Captain and bi-weekly with Service Coordinator Manager to provide updates on planned educational sessions, agency meetings, and/or weekly schedule changes. Individual resident issues should not be discussed.
- Fill out and distribute appropriate report in a timely fashion and document appropriate information in resident files, in a form reasonably acceptable to National Church Residences Director of Quality Assurance.
- Unless prohibited by law or professional ethical standards, report any suspected cases of abuse, neglect, or exploitation of a resident to the City Manager and National Church Residences Director of Quality Assurance when possible, before notification of the appropriate public or private agency.
- Advise residents and families of service options but not force residents to accept the assistance of the Service Coordinator or the services of outside providers.
- Monitor the effectiveness of services provided to the residents and inform National Church Residences Director of Quality Assurance of any issues or concerns related to those services.
- Advise the EMS Captain of potential changes in a resident's behavior which may interfere with his or her residency in the City.
- Inform as many residents as possible of the availability and purpose of the Service Coordinator position.
- Service Coordinator will comply with STAY UA Service Coordinator Job Description

Notwithstanding the foregoing, the Service Coordinator shall not do any of the following:

- The Service Coordinator shall not act as a notary or a witness to a proxy for health care or a health care power of attorney or similar documents

- The Residence Service Coordinator shall not accept valuable gifts from residents or service providers.

Schedule 2

The Agency, through its Supervisor. Will

- Assist in the development of the service coordination program within the City.
- Provide guidance on problem-solving methods and service coordination practices.
- Recommend and monitor educational opportunities regarding service coordination.
- Provide necessary training and orientation of the Service Coordinator and the City Manager, as appropriate.
- Be available for consultation on or mediation of unresolved issues facing the Service Coordinator and the City.

Schedule 3

The Vice President of Support Services will:

- Implement this Agreement after consultation with the City Manager, the Agency, and the Service Coordinator.
- Initiate the reporting and policy procedures of the position and see to the adherence by all participants of such procedures, as National Church Residences may deem necessary or appropriate.
- Provide monitoring oversight of the Service Coordinator and other Quality Assurance functions.
- Be available for consultation on or mediation of unresolved issues facing the Service Coordinator and the City.
- Participate in setting goals and objectives for the Service Coordinator.
- Create and sustain an Ethics Committee specifically for the purposes of oversight of this program. The Ethics Committee will meet at least every two months to work through a specific agenda. The Ethics Committee will be chaired by the Vice President of Support Services. The service coordinator will attend these committee meetings upon the invitation of the committee. The City of Upper Arlington will be encouraged to designate a representative to the committee. The Upper Arlington Council on Aging will be formally offered a seat on this committee. There will be invitations extended to various senior service agencies and providers until there are at least five additional seats on the committee.

Schedule 4

The City through the EMS Captain will:

- Whenever possible, participate with the Agency in the evaluation process of the service coordination program.

- Communicate regularly and on an as-needed basis with the Service Coordinator regarding City updates.
- Advise the Service Coordinator not to perform direct planning or preparation of social or recreational activities of the over-all community. However, SC's may participate in these activities at the invitation of the City.
- Allow the Service Coordinator limited access to the EMS Captain's resident files on an as-needed basis.
- Inform the Service Coordinator of changes in residents' condition that may impact the residents' ability to continue services set up by Service Coordinator or ability to reside in their home.
- Introduce the Service Coordinator to residents, families, and known service providers.
- Use its best efforts to prevent the Service Coordinator from acting on behalf of or in place of the EMS Captain.
- Advise the Service Coordinator that he or she may not act as a Notary Public or as a witness to a Health Care Proxy or Power of Attorney.
- Advise the Service Coordinator that he or she may not accept valuable gifts from residents or service providers.