



**Joint Commission**™  
**RESOURCES**

JOINT COMMISSION RESOURCES  
OHIO HOSPITAL ASSOCIATION  
Continuous Service Readiness Letter of Commitment

The Continuous Service Readiness (CSR) program is designed to facilitate continuous improvement in the quality of care by providing participating member hospitals with ongoing education and consultation from a regional consultant.

Name of Organization \_\_\_\_\_

Address \_\_\_\_\_ City/State/ZIP \_\_\_\_\_

Organization's system affiliation (if applicable) \_\_\_\_\_

Hospital/CSR Provider Liaison \_\_\_\_\_

Title \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

e-mail address \_\_\_\_\_

CEO Name \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

**Month participant wants CSR services to begin:**

Reenrolling Organizations will have an automatic start date of 1/1/07

Accreditation Status \_\_\_\_\_

Average Daily Census \_\_\_\_\_

Billing Contact Name \_\_\_\_\_

Billing Address (if different from above) \_\_\_\_\_

\_\_\_\_\_

Your signature on this form signifies your organization’s enrollment in and commitment to the CSR program requirements of the Ohio Hospital Association Continuous Service Readiness Program. You are hereinafter referred to as “CSR Program Participant.” Based on the CSR Program Package selected, you will receive the services listed in the table below. *Please circle either option 1, 2 or 3.*

Features: Two workshops (one 2 day and one 1 day), the one day workshop will be repeated in a different location in the state, biannual visits for small hospitals (average daily census of 25 beds or less) at 4 hours each visit, quarterly visits for large hospitals at 3 or 6 hours each visit, reasonable offsite consulting time, 3 ninety minute audio conferences, access to CSR website, discounts on JCR services. Small hospital is defined as organizations with an average daily census of 25 beds or less. Small hospitals may select any of the offered consulting visit options below.

The hours and audio conferences available to an organization within a contract year may be prorated based on the month in which the organization joins the CSR program.

	Contract Year January 1- December 31, 2007 Monthly fee	Contract Year January 1- December 31, 2008 Monthly fee	Contract Year January 1- December 31, 2009 Monthly fee
<b>Option 1</b> Four-3 hour	\$472	\$491	\$511
<b>Option 2</b> Two-4 hour (average daily census 25 or less)	\$369	\$384	\$399
<b>Option 3</b> Four-6 hour visit	\$692	\$711	\$731

Consulting hours and visits may be prorated based on the month in which the organization joins the program within a contract year. Additional hours can be purchased at \$225 an hour plus travel and maintenance expenses if not part of regularly scheduled visit or if there are additional expenses incurred due to the fact that additional hours are being provided during a regularly scheduled visit. This hourly fee is increased by 4% per contract year.

**This pricing does not include OHA customary administrative fees. OHA customary fee is \$108.**

## **PROJECT DEFINITIONS**

For purposes of the CSR Program, the following terms are defined as follows:

### **1. Regional Consultants**

An employee(s) of JCR, selected with approval of the OHA and with input from the CSR Users Advisory Committee, who possesses the requisite skills and experience to fulfill the duties and responsibilities as set forth in the job description for the regional consultant. These duties shall include making consulting visits to participating providers, assisting in educational programs, and providing Joint Commission interface to CSR participants.

### **2. Consulting Visits**

Consulting Visits will be an average of (3) hours in length quarterly, for option one, or four (4) hours biannually for option two (hospitals with average daily census of 25 or less may choose this option), and carried out between the Regional Consultant(s), the CSR hospital liaison (assigned by the participating hospital) and organizational staff. Consulting visits should be used within the contract year, but may be carried over upon approval by the CSR Regional Consultant. Four six-hour consulting visits can be purchased at the time of enrollment.

The hours and number of visits available to an organization within a contract year may be prorated based on the month in which the organization joins the CSR program.

Each visit will be preceded by the development of a pre-planned agenda that shall guide the Dedicated Regional Consultant's on-site visit. During these visits, it is expected that the Dedicated Regional Consultant(s) will provide education, training and consultation as it related to the Joint Commission standards, survey process, national patient safety goals, core measures and disease specific certification.

The CSR program participant has the option to purchase additional add on hours from the regional consultant at an hourly rate of \$225 plus travel and maintenance expenses if the hours are not in conjunction with the regularly scheduled visit or if there are additional expenses incurred due to the fact that additional hours are being provided during a regularly scheduled visit. This fee is increased by 4% per contract year. Actual costs for the CSR consultant's travel and lodging expenses will be billed separately within 30 – 60 days following completion of the visits.

### **3. Ongoing Offsite Consultative Support Consulting**

The CSR consultant will provide reasonable e-mail and telephone consultation to participating organizations. This may include telephone conference, document review and email support.

### **4. Document Review/Policy Evaluation**

In addition to the role of the Regional Consultant described previously, the Regional Consultant, while on-site, will provide a reasonable review of an organization's documents

and provide guidance to the organization with respect thereto, providing it has been scheduled in the pre-planned agenda.

#### **5. CSR Education Programs**

Each year three (3) educational programs shall be held. These programs will provide accreditation information about Joint Commission standards, survey process, national patient safety goals, core measures and disease specific certification.

- One 2-day and one 1-day JCR educational programs will be given annually and shall be open to all OHA CSR participants. The one day program will be repeated, presented in two different locations. Each program will have 2 faculty and the CSR consultant(s).
- The sessions will provide an opportunity for participants to “network” and learn from each other. Three individuals from each participating organization can attend each program, one preferably being the participating hospital’s Joint Commission liaison. Faculty and workbooks will be provided by JCR, and OHA will manage the education program arrangements including space arrangements, audio-visual support, food and refreshments. There will be an average of 3 workbooks per organization printed.

#### **6. Web-based Services**

A protected CSR member website will be available to each participating hospital. Members will be able to access helpful forms through this protected website that the CSR consultant(s) have developed and network with other healthcare organizations via a chat room.

#### **7. Telephone Educational Conferencing**

Each contract year, participating organizations can attend three (3) ninety (90) minute educational telephone conferences that JCR offers. The number of audio conferences available within a contract year may be prorated based on the month in which the organization joins the CSR program.

JCR offers several audio conferences a month on various topics and features national speakers. Each conference consists of a formal presentation followed by a moderated Q&A session. JCR will be responsible for phone costs and the provision of faculty for the telephone conference. Available JCR audio conferences are posted at [www.jcrinc.com](http://www.jcrinc.com). In addition each participating organization will have the opportunity to attend an unlimited number of JCR audio conferences and be eligible for a 15% discount on each registration fee. To register for audio conferences participants call JCR Customer Service at 1-800-454-3802.

#### **8. CSR Users Advisory Committee**

A CSR Users Advisory Committee made up of Chief Executive Officers, senior administrative officers, and directors from the CSR participating organizations, CSR consultant and OHA staff. The CSR Users Advisory Committee, in concert with JCR and OHA will be responsible for monitoring and evaluating program activities. The CSR

Users Advisory Committee will provide JCR feedback on faculty provided for educational programs.

## 9. **JCR Discounts**

The following discounts apply for all CSR participants. The CSR participant should identify their organization as a CSR member when ordering any of the following products or services in order to ensure the discount is applied. These discounts will not be applied to an already discounted product or service.

- Consultation-CSR Program Participants will be eligible for a ten percent (10%) discount to CSR Program Participants for JCR consultations that are not part of the CSR Program. This includes solution consulting related to infection control, medication management, environment of care and patient safety.
- Publications Discount-CSR Program Participants will be eligible for a fifteen percent (15%) discount on JCR publications.
- Education Discount-CSR Program Participants will be eligible for a fifteen percent (15%) discount on all JCR education programs, including audio-conferences. The discount applies to programs that are either sponsored exclusively by JCR or co-sponsored by JCR and the OHA. If co-sponsored with the OHA, this discount is applied to JCR's base fee for each CSR participant and will be deducted off the final invoice sent to OHA.
- E-Products Discount-CSR Program Participants will be eligible for a fifteen percent (15%) discount on all JCR E-products including Accreditation Manager Plus (AMP) but excluding the Good Practice Database subscription product.

### **Each CSR participant shall:**

- a. Pay the JCR monthly subscription fees outlined in the attached table for 2007-2009; automatic annual extensions of the contract after 2009 will include an automatic fee increase of 4% per annum.

JCR may impose an additional monthly fee for each organization outside Ohio that joins CSR to cover the expense related to the CSR consultant's additional time and expenses related to travel.

- b. Pay an additional monthly OHA administrative fee of \$108 per month.
- c. OHA reserves the right to increase the administrative fee.
- d. Appoint a qualified liaison to interact with the Dedicated Regional Consultant during the consulting visits.
- e. Send up to three (3) consultants to each of the CSR Education Programs. Additional attendees may be charged a fee for attending the education programs.
- f. Prepare for the on-site visits with the Dedicated Regional Consultant.
- g. Pay for travel expenses and OHA registration fees associated with the education sessions.

## **POLICIES AND PROCEDURES**

It shall be clearly understood that (1) the services to be provided by JCR under this agreement will be provided independently of any considerations concerning a participating organization's Joint Commission accreditation or any efforts by the participating organization to attain or retain such accreditation, and (2) no representations are made by JCR relative to the effect, if any, on Joint Commission accreditation of any services it provides under this agreement or any efforts by the participating organization to attain or retain such accreditation.

It shall be further understood by the participating organization that (1) the services provided by JCR under this agreement are not intended to serve as a substitute for any responsibility(ies) of the organization, and (2) no representations are made by JCR concerning the effect(s), if any, of any services it provides under this agreement on the quality of the care and treatment, or the outcomes thereof, provided by the participating organization.

### **Limitation on Services to be Provided**

Limitation on Services to be Provided: As part of the application of JCR's "Firewall" assurances, JCR will not engage in any consultative assistance which could lead to misunderstanding and a perception that there is any conflict of interest between JCR's activities and the Joint Commission's accreditation process. Because of this concern, JCR will not provide assistance in connection with (1) preparing documents or letters that challenge accreditation decisions or findings of the Joint Commission; (2) the resolution of findings by the Joint Commission of deficiencies in accreditation standards; or (3) the preparation of organizations that have been denied accreditation for surveys to regain accreditation. Similarly, JCR will not assist in preparing a root cause analysis for a specific sentinel event, because the Joint Commission may be evaluating the adequacy of that root cause analysis if it learns about the sentinel event or if the organization chooses to report the sentinel event. However, at the request of a participant, JCR may without charge review and comment on any responses, reports or other documents that the organization has prepared for JCAHO. The CSR consultant can not comment on how to prepare these documents but can review and comment after they have been prepared. Again, JCAHO will have access to no confidential Joint Commission information held by JCR which was obtained from the participant, nor will the participant receive any special consideration in the accreditation process.

### **Confidentiality**

JCR's policies on confidentiality of accreditation information will apply to what is learned by either the OHA or what the JCR learns from the CSR Program Participants. Under current HIPAA regulations JCR is a Business Associate of the CSR Program Participant and will enter into and sign a CSR Program Participant's agreement that reasonably meets current HIPAA requirements (45 C.F.R. §164.504(e)). If requested, JCR will prepare and provide an appropriate Business Associate Agreement for the Participant. The responsibility for obtaining the "business associate agreement" and having it on file is placed on the participating organization. The organization should submit a business associate agreement with the return of the enrollment, or provide instructions or a request for JCR to provide its standard business associate agreement.

### **Dissemination of the Access to Confidential Information**

Except as may be provided by law, any information about the CSR Program Participants obtained by JCR in connection with the performance of services under this Agreement will be treated as confidential by JCR and will not be disclosed by JCR without the CSR Program Participants' written authorization.

When a serious condition that appears to constitute an imminent danger to public safety or the safety of a patient is discovered in a CSR Program Participant's organization, the condition will be brought to the attention of the CSR Program Participant's Chief Executive Officer or equivalent. In the event JCR determines it may have an obligation to inform appropriate authorities of the condition, JCR will provide as much prior notice as circumstances allow of JCR's determination and permit the CSR Program Participants to provide information that explains or mitigates the condition.

### **Administration**

1. The OHA President shall name a primary OHA liaison for the Program.
2. JCR's Chief Executive Officer will be the primary JCR liaison with respect to signing and, if necessary, making any amendments to this contract.
3. JCR's Regional Consultant will be responsible for ensuring that the day-to-day activities of the contract are carried out.

### **Term & Termination**

1. The term of this contract shall commence on the effective date hereof and thereafter remain in effect and binding upon the parties from such effective date until December 31, 2009 unless terminated earlier pursuant to the provisions of this contract. Provided, however, that this contract shall automatically be extended between the parties for additional one-year periods, unless a party gives notice to the other ninety (90) days prior to December 31, 2009, or any subsequent anniversary, of the notifying party's intent not to renew this contract.
2. Either party may terminate this contract without cause upon written notice as follows. Notice must be given thirty (30) days in advance of the first day of the start of the quarter. Each party will continue to be responsible for any costs incurred and entitled to any income generated during the following. The contract will terminate as of the last day of that quarter.

### **Mutual Obligation**

1. Each party represents that it will act in good faith and put forth its best efforts to fulfill this contract and to resolve any differences which may arise as a result of the development and implementation of the CSR Program including, but not limited to, interpreting standards and accrediting policies.

### **Miscellaneous**

1. Subject to the limitation stated below any and all disputes or controversies arising under or from this Agreement shall be resolved through arbitration pursuant to the rules of the American Arbitration Association. The parties retain the right to request the appropriate court to grant it any needed injunctive relief, including, but limited to, injunctive relief to protect trademarks or other intellectual property.
2. Prior to commencing any litigation or arbitration procedure, each party agrees it will discuss and act in good faith to attempt to resolve the particular dispute at issue.

3. Neither Party shall assign its rights or obligations under this agreement to any other company, individual or entity except that JCR shall be free to assign all of its rights and obligations hereunder to any corporation wholly owned by JCAHO.

\_\_\_\_\_  
(CSR Program Participant Signature)

By: \_\_\_\_\_  
(Print name)

Date signed: \_\_\_\_\_

ACKNOWLEDGMENT of the OHA:

\_\_\_\_\_  
(Signature)  
Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
(Print name)

#### Signed Agreements and Commitment Form Submissions

Please send your signed forms to:

By Mail:  
OHA and JCR CSR Program  
155 E. Broad Street  
Columbus, OH 43215

Attention: Dorothy Aldridge

By Fax:  
614-358-2721  
Attention: Dorothy Aldridge