# CONTRACT BETWEEN

# THE ALCOHOL, DRUG AND MENTAL HEALTH BOARD

# OF FRANKLIN COUNTY

# AND

## COLUMBUS PUBLIC HEALTH ALCOHOL & DRUG SERVICES PROGRAM

CONTRACT YEARS 2022–2023

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## Article 1. Preliminary Recitals

**1.1. Parties** In accordance with O.R.C. §340.036, this agreement ("Contract") is by and between the Alcohol, Drug and Mental Health Board of Franklin County, 447 East Broad Street, Columbus, Ohio 43215–3822, (hereinafter "ADAMH Board") and «Company», «Address1», «Address2» (hereinafter "Provider").

**1.2. Term** Except for termination pursuant to Article 14 below, this Contract shall be effective on the first day of January, 2022 and shall terminate on the 31st day of December 2022, in cases where the allocation is limited to one year. Otherwise the length of Contract will be two years and shall terminate on December 31, 2023.

**1.3. Conditions Precedent** Approval by the governing boards of the parties are independent conditions precedent to the formation, validity and enforceability of this Contract.

## Article 2. Definitions

**2.1. ADAMH Services** means member services funded in whole or in part by the ADAMH Board.

**2.2. Adjudicated Claim** means a bill for mental health and/or alcohol and other drug addictions services that has been processed using the pricing and benefit rules in the board's current enterprise system.

**2.3. Adult Serving Crisis** means the coordinated, integrated system in Franklin County for crisis, assessment and referral services.

**2.4. Agency Services Plan** means a plan as defined in O.A.C. §5122–26–09. Plans shall include a description of the services provided, the target population to be served, the scope of services and the responsibilities when services are offered through referral or affiliation with another organization and the responsibilities when services are offered through referral or affiliation with another organization.

**2.5. All–Hazards Coordinator** means the person designated by the provider to be available for contact 24/7 in the event of a community disaster or agency–specific emergency.

**2.6. Applicable Law** means those federal, state and local laws and regulations which govern the conduct of the parties to this Contract.

**2.7. Applicable Requirements** includes all of the following to the extent that any of these requirements govern the conduct of the parties to this Contract:

2.7.1. Applicable law.
2.7.2. Protocols and guidelines from OhioMHAS which require compliance by providers.
2.7.3. Community Plan for the Provision of Alcohol, Drug Addiction and Mental Health Services ADAMH Board policies, procedures and guidelines referenced in Section 3.4
2.7.4. The requirements of this Contract
2.7.5. ADAMH Policies referenced in Section 3.3

**2.8. Assessment (or Diagnostic/Assessment)** means the Provider's encounter with a client for the purpose of determining the nature of the issue(s) to be addressed via clinical services.

**2.9. Calendar Year (CY)** means the period January 1 through December 31**.** May also be referred to as Contract Year (KY).

**2.10. Capacity** means the total active case load potentially available based on staffing, frequency and intensity of services, and other pertinent clinical issues. Where budget capacity equals Direct service FTEs times Case Load per FTE, include open positions as an FTE.

**2.11. CCO** means a chief clinical officer who meets the requirements of O.R.C. §5122.01(K).

**2.12.** **Claim** means an invoice for behavioral health services rendered by the Provider to an eligible member which has been submitted in the Board's current enterprise system in accordance with applicable requirements within this Contract.

**2.13.** **Community Disaster** means a natural, technological, or human–caused hazard that overwhelms local resources which results in the need to implement the Franklin County Emergency Operations Plan. The most likely hazards are pandemics, flooding, tornadoes, hazardous material spills and terrorism.

**2.14.** **Continuity of Operations Plan** means an agency's written plan describing contingencies for fiscal stability and service provision in the event of a catastrophic occurrence to the agency that may threaten the ability to conduct business (e.g. building fire, epidemic affecting many staff members).

**2.15.** **Contract** shall mean this agreement and any and all attachments hereto which are incorporated herein as if fully rewritten.

**2.16.** **CPST Rule** means the Community Psychiatric Support Treatment service rule set forth in O.A.C. §5122–29–17 as amended.

**2.17.** **Crisis Benefit Plan** is a benefit plan assigned to members that do not have either Franklin county residency and/or financial (income) initially verified. This plan can be assigned to members who are not residents of Franklin County. The Crisis Benefit Plan covers a limited subset of crisis services for a limited duration of time. For members that are assigned to the Crisis Benefit Plan, Providers are eligible to receive payment for those covered service per their agreement.

**2.18.** Crisis Holdover means a situation in which adults are provided in a safe environment and may include the following:

- support in dealing with the crisis situation
- verbal de-escalation
- education about and referrals for appropriate aftercare

Physician/CNP evaluation may be used to augment the diagnostic impression, direct medical psychiatric and/or SUD treatments and/or choice of disposition. Nurses provide both triage and assessment and develop/implement individualized nursing care plans in order to maximize psychiatric and medical benefit to the specific patient; this care plan accounts for changes in patient status, including withdrawal management which continues to be increasingly prevalent.

**2.19.** **Cultural Competency** the integration and transformation of knowledge about individuals and groups of people into specific standards, policies, practices, and attitudes used in appropriate cultural settings to increase the quality of services, thereby producing better outcomes.

**2.20.** **Encounter Data** means service activity (procedure codes, units of service and agreed-upon unit rates) submitted to ADAMH that represents the value of the services provided (fee-for-service equivalency). Providers are not reimbursed based on the value of encounter data but select allocations are required to meet a defined percent threshold by year-end in order to substantiate expenses in the annual contract reconciliation. Services provided as encounter data shall be assigned to the Board's system of care categories.

**2.21.** **Enterprise System** refers to the Board's current health care information system supporting client enrollment, benefit management, provider contracting, claims processing and payment, and utilization and outcomes management.

**2.22.** **HIPAA** means the Health Insurance Portability and Accountability Act of 1996

**2.23.** **Interim Services** means activities which facilitate health promotion, reduction of adverse effects of substance abuse and reduction of the risk of transmitting disease. Interim services may include but are not limited to: education and counseling regarding HIV, tuberculosis, needle sharing and transmission of disease. For pregnant women, interim services may also include prenatal care referral and counseling regarding the effects of alcohol and drug use on the fetus.

**2.24.** **Lead Provider** means a Mental Health provider who desires and agrees to contract with the ADAMH Board of Franklin County to assure the continuity of care for mental health or alcohol or other drug services for the severely mentally disabled residents of Franklin County. Each lead provider signs the Continuity of Care Agreement with ADAMH and the Twin Valley Behavioral Healthcare Hospital.

**2.25.** **Level of Care** means the intensity of treatment or other care for an individual based on needs identified in assessments, diagnostic evaluations, professional judgment, etc.

**2.26.** **Linguistic Competence** refers to compliance with the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (The National CLAS Standards).

**2.27.** **Material** means a substantial change in any of the following:

2.27.1. *Services Defined in the Provider's Agency Services Plan* Any change in the amount, scope or duration of services for clients or any change in the ability of priority populations to access services. The characteristics of service are defined in the Board's procedure code taxonomy and described in the Provider's Agency Services Plan and the change is measured by a 10% or greater impact in amount, scope, duration, and/or access.

2.27.2. *Funding* Any changes in funding that constitute 10% or greater of the Provider's total funding.

2.27.3. *Business Structure/Administration* Any change in the corporate business structure or administration which significantly affects the Provider's ability to carry out its duties under this Contract or applicable requirements.

**2.28.** **Medically Necessary Services** means those services that prevent, diagnose, evaluate, correct, ameliorate, or treat an adverse health condition such as an illness, injury, disease or its symptoms, emotional or behavioral dysfunction, intellectual deficit, cognitive impairment, or developmental disability.

**2.29.** **Member** means a person required to be served under this Contract and who is eligible for services reimbursed in whole or in part by public funds. Members shall be assigned a unique identifying number in the Board's current enterprise system for eligibility purposes. The use of the term "member" shall not be interpreted in a manner which will deny any person services if such person is entitled to services under Applicable Requirements.

**2.30.** **Minimum Necessary** means the minimum amount of Protected Health Information (PHI) necessary to achieve the purpose of the use or disclosure.

**2.31.** **National Provider Identification Number** means the 10-digit unique identification number issued to Provider by the U.S. Centers for Medicare and Medicaid Services.

**2.32.** **Nepotism** means favoritism or tolerance shown by those in positions of control to relatives, significant others or friends that could lead to conflicts of interest and/or the appearance of impropriety.

**2.33.** **Network** means the providers which have a contract with the ADAMH Board of Franklin County and are providing services and have offices within Franklin County.

**2.34.** **O.A.C.** refers to the Ohio Administrative Code and any amendment made effective during the term of this Contract.

**2.35.** **O.R.C.** refers to the Ohio Revised Code and any amendment effective during the term of this Contract.

**2.36.** **ODJFS** refers to the Ohio Department of Job and Family Services.

**2.37.** **OhioMHAS** refers to the Ohio Department of Mental Health and Addiction Services.

**2.38.** **Organizational Member (SmartCare)** means a unique identifier used to collect service activity and demographic data for members not individually enrolled in the Board's current enterprise system. The identifier is used to submit claims for services for which the Board has determined enrolling individual clients is not required.

**2.39. Proprietary Information** shall be defined in accordance with applicable law, except that the designation of information as "proprietary" shall not alter any requirement in this Contract for disclosure of such information.

**2.40. Protected Health Information (PHI)** means individually–identifiable health information transmitted by electronic media; maintained in any electronic media such as magnetic tape, disk, optical file; or transmitted or maintained in any other form or medium, i.e. paper, voice, fax, Internet, etc. PHI generally includes such individually identifiable health information as name, address, phone number, fax number, date of birth, social security number, or other unique identifying number(s), and other information as identified in 45 CFR 164.514(b)(2)(i)A–R.

**2.41. Provider Performance Monitoring** is an interdisciplinary performance management and quality improvement process focused on key provider indicators

**2.42. Providers** are any entity that is certified to provide behavioral healthcare treatment, support or prevention services by the State of Ohio and have an executed contract with the ADAMH Board of Franklin County.

**2.43. Public Subsidy** means a person's eligibility to have a portion or all of their care funded with ADAMH resources. Eligibility is determined by a person's financial income and household size in in accordance with applicable ADAMH policies.

**2.44. Publicly–Funded** means funded in whole or in part by any funds administered by the ADAMH Board from Federal, State or local governmental sources or from local levy or match reimbursed to ADAMH by another public entity.

**2.45. Recovery** means a personal process of overcoming the negative impact of a behavioral health care related illness despite its continued presence.

**2.46. Recovery–Orientated Care** is what psychiatric and addiction treatment and rehabilitation practitioners offer in support of the person's recovery.

**2.47. Resident of Franklin County** means a person who is physically present in Franklin County at the point in time that a determination of eligibility for services is requested, as verified by acceptable documentation accepted by the Board, except that:

2.47.1. If a person is a client of and/or receiving the mental health, alcohol and other drug addiction treatment, supervision, support or other assistance in a specialized residential facility, program or service that includes nighttime sleeping accommodations, then the person is a resident of that county in which the person maintained his or her primary place of residence at the time the person entered the facility;

2.47.2. If a person is committed pursuant to O.R.C. §2945.38, 2945.39, 2945.40, 2945.401, or 2945.402, the person is a resident of the county where the criminal charges were filed.

**2.48. SCCO** means the System Chief Clinical Officer appointed by the ADAMH CEO

**2.49. SmartCare** is a health care information system supporting client enrollment, benefit management, provider contracting, claims processing and payment, and utilization and outcomes management.

**2.50. Lead Providers** include Community for New Direction, Concord Counseling Services, North Central Mental Health Services, North Community Counseling Centers Inc., Southeast Inc. and Twin Valley Behavioral Healthcare–CSN.

**2.51. Standard Plan** is a benefit plan assigned to members that have both Franklin county residency verified and financial (income) verified by ADAMH and documented in the Board's current enterprise system. The Standard Benefit Plan covers any ADAMH-contracted Provider service. For members that are assigned to the Standard Benefit Plan, Providers are eligible to receive payment for those covered services per their agreement.

**2.52. State Fiscal Year (SFY)** means the period of July 1 of one year through June 30 of the following year.

**2.53.** **Subcontract** shall mean any agreement, other than an employment agreement, between the Provider and any other person, corporation or other entity under which such person, corporation or other entity is obligated to perform member services which are required to be performed by the Provider under this Contract.

**2.54.** **SUD** means substance use disorder.

**2.55.** **SUD MAT** means substance use disorder medication assisted treatment.

Any capitalized terms that are used and not defined herein shall have the meanings given to them in the Attachments hereto.

## Article 3. Requirements Applicable to the Parties

**3.1.** **General Requirements** The Parties shall perform their respective duties under this Contract in accordance with applicable requirements. The Provider shall also comply with its Articles of Incorporation, Code of Regulation and/or By–Laws.

**3.2.** **Applicability** The requirements of this Contract shall apply only to programs and services funded or administered wholly or in part by the ADAMH Board as approved in the Provider's Agency Service Plan and Budget.

**3.3.** **Policies of the ADAMH Board** The policies of the ADAMH Board which are applicable to the services which the Provider renders under this Contract are identified in Attachment 2. In the event there is a conflict between any policy of the ADAMH Board and the terms of this Contract, then the terms of this Contract shall govern. The ADAMH Board shall make available all policies in effect at the time of the signing of the Contract.

**3.4.** **Community Planning** Providers shall provide timely information requested by the ADAMH Board which is necessary for community planning and to qualify for federal, state and local funding.

**3.5.** **Alternative Funding Sources** The Provider shall make reasonable efforts to diversify its funding base. The ADAMH Board shall provide reasonably necessary technical assistance at the request of the Provider.

**3.6.** **Medicaid Eligibility Verification** Provider hereby appoints ADAMH as its representative for purposes of verifying whether persons seeking and/or being referred for ADAMH services are eligible for Medicaid. In order to permit ADAMH to provide these services, Provider agrees to provide to ADAMH its National Provider Identification Number. ADAMH shall verify the Medicaid eligibility of each member of which a Medicaid eligible claim is submitted by Provider. ADAMH may subcontract with a third party to perform such eligibility verification. ADAMH or its subcontractor shall forward to Provider documentation of each person's eligibility for Medicaid so Provider can perform its obligations under Section 4.5 of this Agreement.

**3.7.** **System Information** The ADAMH Board shall prepare summaries of available information, within a reasonable time period upon request of the Provider, which are reasonably required for the Provider to carry out its duties under this Contract. In making requests for information under this section, the Provider shall specify the information being requested with reasonable particularity (i.e., source and types of information and the level of aggregation desired) and the reasons for the request. Information exchanged between the Board and Providers shall adhere to federal HIPAA regulations, including 45 CFR Part 164 for HIPAA security and privacy.

**3.8.** **HIPAA and Code of Federal Regulations Privacy Compliance** The parties will be compliant with federal HIPAA Privacy Rule, which is located at 45 CFR Part 160 (General Administrative Requirements) and Subparts A and E of Part 164 (Security and Privacy).

3.8.1. Providers receiving this contract are considered by ADAMH to be "covered entities" under HIPAA regulations. Providers who are not covered entities under HIPAA provisions may be subject to entering into a Business Associate Agreement (BAA) with ADAMH as a requirement of fulfilling this contract.

3.8.2. Providers will post the ADAMH Notice of Privacy Practices in a visible location at all sites at which ADAMH funded services are delivered.

3.8.3. Providers will ensure each client enrolled in SmartCare during the contract period will receive the ADAMH Notice of Privacy Practices.

a. Promptly upon excecution of this Contract, ADAMH will email a pdf file of its Notice of Privacy Practices to the Providers for distribution. Versions are available in English, Spanish, and Somali languages on the provider portal. Requests for additional translations can be sent to the ADAMH Privacy Officer at records@adamhfranklin.org.

b. The Provider may direct any client questions, concerns, or requests to exercise their rights to the ADAMH Privacy Officer at 614–224–1075, as noted in the Notice of Privacy Practices.

3.8.4. Providers will ensure any user account for the enterprise system provided by the ADAMH Board adheres to the technical safeguards defined in 45 CFR, Part 164, including §164.312 a(2)(i) Unique user identification (Required).

a. ADAMH will assign a unique name and/or number for identifying and tracking individual user identity in accordance with the process detailed in the Provider Enterprise System manual.

b. The account user agrees that they will not permit any other person to access an ADAMH system through the account user's account. The account user must keep their access credentials confidential and not disclose the credentials to any other person. Failure to comply with the confidentiality and non-disclosure requirements may result in suspension or termination of the user account.

## Article 4. General Service Requirements

### 4.1. Services and Staff

4.1.1. The Provider shall provide the services for populations identified in the Providers ASP in accordance with applicable requirements.

4.1.2. The ADAMH Board, Provider Leadership Association and the Community Advocacy Council shall collaboratively implement strategies to further the involvement of individuals with lived experience and their families in providing recommendations and advice on the delivery of mental health, alcohol and other drug addiction services. This will include, but not be limited to a survey of consumer and family membership that is presented to the Providers' Boards of Trustees. Every Provider shall have a documented mechanism for consumer and family member input to the Provider's Board of Trustees at least annually.

### 4.2. General Assurances of the Provider Required by ADAMH

4.2.1. The Provider shall maintain compliance with applicable certifications and licensure standards.

4.2.2. By the date specified by the ADAMH Board, the Provider shall develop and implement reasonable policies in accordance with current ADAMH Board policies which require that services are not denied to a member solely because of behavior which is symptomatic of the illness or condition causing the member to need services under this Contract.

4.2.3. No member shall be denied OhioMHAS–certified services solely because of refusal to accept other OhioMHAS–certified services offered by the Provider.

4.2.4. Services shall be provided in the least restrictive, most natural setting which is available and appropriate to the needs of the member.

4.2.5. Providers shall deliver recovery/resiliency–oriented services and supports that are identified by members and their families as effective in managing their behavioral health care disorder(s) and fulfilling valued roles in the community. Such services and supports shall address components including but not limited to clinical care, family support, peer support and relationships, work and other meaningful activity,

community involvement, education and learning, access to resources, overcoming the effects of stigma and increasing personal responsibility and decision making.

a. The ADAMH Board, Provider Leadership Association and the Community Advocacy Council shall develop mutually agreed–upon principles and practices for ADAMH system recovery/resiliency-based care, which shall provide as a basis for the services performed under this section.

4.2.6. Providers shall deliver culturally and linguistically appropriate services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy and other communication needs of people from diverse populations, including people of all ages, races, ethnicities, gender identities, sexual orientation and people with disabilities by:

a. Recruiting and retaining a workforce that represents the cultural and linguistic diversity in the community.

b. Implementing ongoing training and education on cultural and linguistic competence to all staff, volunteers and governing boards.

c. Developing policy and practices that are informed by best practices, cultural humility and the voices of culturally and linguistically diverse groups.

d. Utilizing self-identification methods to collect, report, and evaluate quality of care, interventions, services and supports to culturally and linguistically diverse groups.

e. Updating interventions, services, supports to account for the changing level of needs of culturally and linguistically diverse people served.

4.2.7. The Provider shall work with the ADAMH Board to identify and eliminate disparities in access to and quality of care, including but not limited to implementing guidelines for providing culturally and linguistically competent services.

4.2.8. Services provided under this Contract shall be coordinated with the provision of other services and systems appropriate to the needs of the member and family being served, including but not limited to child and adult protective services, justice systems, vocational rehabilitation, homeless shelters, developmental disabilities and schools.

4.2.9. The Provider shall respond to the member's physical health care needs and coordinate care with primary health care provider(s). The Provider shall also coordinate with health care payors, including but not limited to Medicaid managed care entities.

4.2.10. The Provider shall operate facilities, programs and services in accordance with applicable requirements relating to member safety.

4.2.11. The Provider shall provide services in a manner which minimizes barriers to access and care in accordance with applicable requirements.

4.2.12. The Provider shall provide such other assurances as may be required by ADAMH, OhioMHAS or other funding source.

**4.3. Assurances for OhioMHAS** The Provider shall conform to the assurances set forth in Attachment 21, regardless of the source of funding constituting Provider Allocations. ADAMH reserves the right to modify the mix of funds (local, state, federal) that support programs and services to maintain effective resource management.

**4.4. Continuation of Services and Reimbursemen**t Services and reimbursement shall be provided without interruption until modification or termination of the Contract except as provided in this Contract.

**4.5. General Eligibility for Services**

4.5.1. Eligibility for Emergency/Crisis Intervention services

a. If the Provider is certified to provide emergency/crisis intervention services, such services shall be provided based on need without regard to the county of residence of the individual presenting in crisis. If the Provider is not so authorized, a suitable referral must be provided to the individual.

b. Any individual presenting in crisis may be enrolled in the Board's enterprise system as a member by a certified provider for the provision of emergency/crisis intervention services by the provider.

4.5.2. Resident of Franklin County

a. Any resident of Franklin County as defined in Section 2.46 of this Contract may be eligible for services of the Provider.

b. The Provider shall review and maintain a record of documentation verifying that a person seeking and/or being referred for ADAMH Services is a resident of Franklin County prior to enrolling the individual as a member in the Board's enterprise system. Documentation of residency will be submitted in the Board's enterprise system during enrollment and any subsequent changes regarding the member's residency status will be submitted in the Board's enterprise system.

4.5.3. Financial Eligibility and Financial Responsibility

a. The Provider shall review and maintain a record of documentation verifying if the person seeking and/or being referred for ADAMH Services is eligible for Medicaid and other third-party payors, prior to enrolling the individual with the ADAMH Board. The ADAMH Board may request documentation of Medicaid and other third-party payor eligibility at the time of enrollment and/or perform periodic record reviews at the Provider's location.

b. The Provider shall ensure members potentially eligible for Medicaid and other insurance receive reasonable assistance in applying for, securing and maintaining coverage.

c. The Provider shall verify the person's financial eligibility for the ADAMH Public Subsidy for ADAMH Services and responsibility for cost sharing, in accordance with applicable ADAMH policies prior to enrolling the individual with the ADAMH Board.

4.5.4. Members who qualify for ADAMH services in accordance with Article 4.5 shall be enrolled in coverage for services by the Board as follows:

a. Members who qualify for ADAMH services in accordance with Article 4.5.1 shall be enrolled in the Crisis Services Plan. Eligibility for the Crisis Services Plan shall extend for 30 days from the date of enrollment.

b. Members who qualify for ADAMH services in accordance with Article 4.5.2 and Article 4.5.3 shall be enrolled in the Standard Plan.

c. If the individual does not qualify for services in accordance with Article 4.5, the individual will not be enrolled in an eligibility plan in the Board's enterprise system until such time as qualification is made under Article 4.5.1 or Article 4.5.2. A new or updated enrollment request for the individual may be submitted at any time by the provider in accordance with the process detailed in the Provider Enterprise System manual.

d. Providers shall notify ADAMH of changes to a member's home address and/or residency status.

4.5.5. Establishing Medicaid Consumers' Eligibility for ADAMH Services

a. Providers seeking reimbursement for ADAMH services on behalf of an enrolled Medicaid consumer shall submit behavioral healthcare Medicaid claims directly to the State of Ohio's Medicaid claim system (MITS) and/or Medicaid Managed Care Organizations.

b. Payment of ADAMH services on behalf of an enrolled Medicaid consumer are subject to section 4.5 of this contract.

**4.6. Members' Access to Care**

4.6.1. Except as otherwise provided herein, the Provider shall ensure timely and appropriate access to services consistent with the member's assessed needs and level of care, making reasonable efforts to reduce the number of days between a person's initial contact with the agency, and the initial assessment, and then to the subsequent service, if ongoing treatment is indicated.

4.6.2. ***Required Access to Care for Referral Priorities****:* Consistent with the mutually agreed upon principle of providing services in the least restrictive, most natural setting, ADAMH identifies its highest "access to care" priority as persons with behavioral health care needs who are stepping down from more restrictive crisis levels of care and those who the probate court has determined are subject to court ordered outpatient treatment. The Provider shall plan through the Agency Services Plan and Budget; adapt to changing community conditions; and must provide capacity for rapid linkage, clinical assessment, and community stabilization supports for the following categories of individuals who are stepping down:

a. Currently linked, re–linked and newly linked adults hospitalized at Twin Valley Behavioral Healthcare (TVBH) and other OhioMHAS Regional Psychiatric Hospitals (RPH).

i. Post–Discharge Response Timeframe: The Provider shall provide an outpatient service in the community within seven (7) days of discharge and an appointment with the Provider psychiatrist within fourteen (14) days of discharge.

ii. Pre–Discharge Response Timeframe: For currently linked clients, the client will be served at the hospital by his or her primary clinician/treatment team the first business day after admission and at least weekly during the stay. For re–linked or newly linked clients, the Provider shall conduct an assessment and coordinate with the hospital treatment team to determine the level of care or support needed, will provide the hospital the name of the primary clinician assigned for the client within three (3) business days of the linkage and will serve the client at least weekly during the stay. Telephone and video conferencing may be used minimally as needed and permitted.

b. Currently linked, re–linked and newly linked adults hospitalized at The Ohio State University, Mount Carmel Hospital, and Riverside Methodist Hospital or requiring a stay at a Crisis Stabilization Unit (CSU) or other ADAMH crisis stabilization beds.

i. Post–Discharge Response Timeframe: The Provider shall provide an outpatient service in the community within seven (7) days of discharge and an appointment with the Provider psychiatrist within fourteen (14) days of discharge.

ii. Pre–Discharge Response Timeframe: Concord Counseling Services, Community For New Directions, North Central Mental Health Services, North Community Counseling Services and Southeast, Inc. shall provide an on–unit assessment or other linkage service within three (3) business days of receiving a referral from the unit, if the unit makes the referral at least two (2) business days prior to discharge. If the unit refers to other Providers, if the referral from the unit is delayed, or if discharge occurs prior to on–unit assessment or other linkage service, the Provider shall make all reasonable efforts to have telephone contact with the client on the unit and offer the outpatient services within the timeframe identified in

this Section. The Provider shall give notification to the unit of treatment assignment, time, date and location of follow up appointment prior to discharge.

c. Currently linked, re–linked and newly linked adults requiring a multi–day physician–ordered Crisis Holdover stay.

i. Post–Discharge Response Timeframe: In accordance with ADAMH System Quality Indicators, the Provider shall provide currently linked clients a treatment service within three (3) business days of a Crisis Episode. For re–linked or newly linked clients requiring a multi–day physician–ordered Crisis Holdover, the Provider shall provide an outpatient service in the community within seven (7) days of discharge, and if clinically indicated, an appointment with the Provider psychiatrist within fourteen (14) days of discharge.

ii. Pre–Discharge Response Timeframe: The Provider shall make all reasonable efforts to have telephone contact with the client on the unit and offer the outpatient services within the timeframe identified in this Section. The Provider shall give notification to the unit of treatment assignment, time, date and location of follow up appointment prior to discharge.

d. Currently linked, re–linked and newly linked children and adolescents who are referred from in–county or out–of–county private/community psychiatric hospitals and ADAMH–funded Crisis Stabilization Beds.

i. Post–Discharge Response Timeframe: The Provider shall provide an outpatient service in the community within seven (7) days of discharge, and if psychiatrically medicated at discharge, will facilitate an appointment with a physician in the community within thirty (30) days of discharge.

ii. Pre–Discharge Response Timeframe: The Provider shall provide an on–unit assessment or other linkage service within three (3) business days of receiving a referral from that unit, if the unit makes that referral at least two (2) business days prior to discharge. If the referral from the unit is delayed, or if discharge occurs prior to on–unit assessment or other linkage service, then that Provider shall make all reasonable efforts to have telephone contact with the client on the unit and offer the outpatient services within the timeframe identified in this Section. The Provider shall give notification to the unit of treatment assignment, time, date and location of follow up appointment prior to discharge. Telephone and video conferencing may be used in the case of out–of–county Hospitals.

e. Currently linked, re–linked and newly linked adults referred from Maryhaven, Inc. from its engagement center, addiction stabilization center, and withdrawal management services for SUD services only.

i. Post–Discharge Response Timeframe: The Provider shall provide services within seven (7) days of discharge from the designated Maryhaven services.

f. Currently linked, re–linked and newly linked adults placed on outpatient commitment by order of the probate court.

i. Post–Probate Court Determination Response Timeframe: The Provider shall provide an outpatient service in the community within seven (7) days of discharge and an appointment with the Provider psychiatrist within fourteen (14) days of discharge.

4.6.3. ***Access to Care Based on Clinical Acuity, Risk and Protective Factors:*** The Provider shall holistically evaluate and effectively respond to members' clinical acuity, factors which exacerbate risk or pose immediate threats to safety and the protective factors which might mitigate the risk.

a. Each Provider will have clear educational materials available to disseminate to each consumer and their family that provides a consistent message regarding expectations of ongoing care (e.g., average length of stay, discharge criteria, alternative resources available).

b. In addition to the highest priority referral categories of persons stepping down from more restrictive crisis levels of care or on outpatient commitment and commensurate with the size and scope of each program, the Provider shall plan for and serve new clients with urgent needs.

c. The Provider shall anticipate and effectively respond to the emergent and urgent clinical needs of current clients, to prevent the escalation of crises and promote resolution in the least restrictive manner in the member's natural environment, and with respect for member's treatment preferences.

d. The terms "urgent" and "emergent" are descriptors of dynamic episode–specific clinical acuity rather than static person–specific descriptors. Due to the nature of mental and addictive disorders, persons' intensity of clinical need may fluctuate, necessitating different provider response times and intensity.

e. The Provider shall meet the following access to care timeframes for persons assessed to have emergent, urgent or routine needs, as follows:

i. Persons with Emergent Treatment Needs:

a) Response Timeframe: Persons with emergent needs shall be assisted within three (3) hours by the Provider or the Provider will take appropriate measures to obtain assistance for the person by another provider.

b) Clinical Presentation: Indicates a need for immediate intervention due to the presence of factors that may place the person at imminent risk of harm to self, harm to others, or serious and acute deterioration in functioning. A person with emergent needs, if clinically indicated following the intervention, may require a prioritized referral into a more restrictive treatment environment.

ii. Persons with Urgent Needs:

a) Response Timeframe: Persons with urgent needs shall be served within two (2) days (48 hours) where appropriate OhioMHAS–certified services can be made available.

b) Clinical Presentation: Indicates a need for expedited treatment due to the presence of factors that could place the person at risk of harm to self, harm to others, or serious and acute deterioration in functioning. The person is not exhibiting such symptoms at present; however, these risks could increase without expedited access to treatment.

iii. Persons with Routine Needs:

a) Response Timeframe: Providers shall make every effort to provide timely access to services for persons with routine treatment needs within 72 hours. Persons who are not identified as having emergent or urgent needs may be placed on waiting lists. Persons on wait lists will be made aware of the potential length of time they may have to wait for treatment, an agency contact name and number, what to do if needs become urgent, and alternative services or supports that may be available.

b) Clinical Presentation: No identified factors that would suggest the person is currently exhibiting or at risk of exhibiting harm to self, harm to others, or serious and acute deterioration in functioning, such that more immediate access to treatment would be warranted.

iv. Notwithstanding the provisions of paragraphs i, ii, or iii above, Pregnant Women and Intravenous Drug Users shall be offered an assessment or clinical engagement appointment within 24 hours from initial contact or referral. Such members shall be offered admission to a clinically appropriate treatment services within 24 hours from completion of the assessment. If assessment, engagement and/or treatment services are not available within the time required by this Section 4.6.3.e.iv, then a clinically appropriate referral to another provider shall be made immediately. If no clinically appropriate treatment referral is available through a provider funded by the ADAMH Board, then the member may be placed on a waiting list and the Provider shall offer or arrange for appropriate interim services.

v. Child Welfare, Disability Development and/or Juvenile Justice Involved Children: Notwithstanding the provisions of paragraphs i, ii, or iii above, the Provider shall participate in the referral and linkage processes for children involved in multiple systems with behavioral health needs in particular, currently linked, re–linked and newly linked children and adolescents previously in Franklin County Children Services custody who are transitioning from in–county or out–of–county long term residential treatment.

vi. Adult Crisis Referrals (excluding Crisis Stabilization Unit and Crisis Holdover Priority Referrals as required above): providers shall accept referrals from adult crisis, in accordance with the Board priorities, outlined in this contract and in a volume commensurate with the provider's ADAMH Board allocation and Agency Services Plan/Budget. A referral from adult crisis based on crisis services or an assessment, shall have the same status as an initial request from the consumer directly. Urgent and routine protocols apply.

4.6.4. Consistent with Sections 4.6.1, 4.7.5, and 4.8, the Provider determines the appropriate level of care and maintains treatment as clinically appropriate and medically necessary.

4.6.5. If the Provider violates Section 4.6 and refuses referrals the ADAMH Board shall be notified immediately and take action accordingly. The ADAMH Board may review the pattern of referrals, providing communication of situations or concern, prior to taking appropriate action, including, but not limited to suspending future referrals and withholding ADAMH–service payments.

4.6.6. If there are disputes regarding Section 4.6, the Provider shall provide services to the member until the dispute is resolved. Reimbursement for services under dispute shall be made in accordance with applicable requirements.

**4.7. Provision of Services**

4.7.1. *ADAMH Services* Subject to available funding per Attachment 1, the Provider shall accept members who are eligible for ADAMH paid services who meet the Provider's admission criteria and who are otherwise eligible for care under this Contract.

4.7.2. Subject to available funding, the Provider will offer services from within the ADAMH service taxonomy to members enrolled, including face–to–face, telehealth, and outreach services as clinically appropriate.

4.7.3. The Provider shall manage ADAMH service funding to provide consistent access for consumers throughout the contract year.

4.7.4. If the Provider anticipates that it will not have capacity to accept ADAMH services referrals for more than a 30–day period, the following procedure shall be followed:

a. The Provider shall notify the ADAMH Board thirty (30) days in advance of the discontinuation of referral acceptance and supply the following documentation to the ADAMH Board:

i. A narrative listing the affected services and explanation of the circumstances, anticipated date when referrals shall be again accepted, actions to mitigate the circumstances and maximize efficiencies, AND

ii. Current agency financial statements and other fiscal data requested by ADAMH related to ADAMH financed capacity.

b. The ADAMH Board shall review all applicable supporting documentation.

c. If it is determined to be necessary after review of documentation, a Provider Performance Monitoring meeting shall be conducted.

4.7.5. The Provider retains the clinical responsibility for the development of a recovery/resiliency oriented, individualized service plan with the member or legal guardian that addresses the medically necessary clinical needs of the member and the interventions that will be utilized to meet those needs. The member or legal guardian has the right to informed participation in the development, periodic review and revision of the individualized treatment plan, and to receive a copy of it. Nothing in this language will preclude a Provider from providing medically necessary services, to youth or adults, and being reimbursed for those services that are covered under this Contract.

**4.8. Transfer and Termination of Services**

4.8.1. The Provider shall not transfer or terminate services to any member until one of the has occurred:

a. Services have been voluntarily terminated by the member;

b. The treatment or crisis plan has been completed;

c. Member cannot be located within sixty (60) days of referral or last contact;

d. Appropriate referrals and linkages have been developed and put in place;

e. The member has moved out of Franklin County with the intent to establish residency in another county;

f. Death of the member; or

g. Involuntarily terminated by the court system.

4.8.2. Prior to transferring or terminating services to a member for the following in 4.8.2.a.–c., the Provider shall offer multiple explanations to the member and shall determine that transfer or termination is not likely to result in harm to self or others:

a. The member refuses to enroll for other third–party payers for which member is eligible, member refuses to utilize third–party benefits when possessed, and/or member refuses to pay fees when other third–party benefits were not sought or used,

b. No clinical progress is being made; or

c. When it is determined that termination is clinically appropriate.

4.8.3. Providers will have policies and procedures in place to address and review terminations and transfers. These policies and procedures will be consistent with existing OhioMHAS guidelines and standards.

**4.9. Subcontracts** Subcontracted services, including treatment and administrative services, shall operate in conformity with this Contract and other applicable requirements.

**4.10. Crisis, Crisis Assessment and Referral Procedures**

4.10.1. The Provider shall enter into a mutually acceptable affiliation agreement with the current provider of 24/7 crisis services by the beginning of each contract period (January 1) for crisis services and shall do all of the following:

a. Mutual communication of appropriate clinical information to ensure continuity of care.

b. Mutual adherence to agreed–upon protocols for clinical continuity.

c. Mutual adherence to system–wide access to services and capacity plan to be developed by the ADAMH Board and Provider Leadership Association ("PLA").

4.10.2. Policies, procedures and guidelines adopted by the Provider for crisis, assessment and referral shall be carried out in accordance with ADAMH Board policies, procedures and guidelines, the Contract, the ADAMH Board Community Plan as required by ORC 340.03(A)(1)(c) and the Agency Services Plan or equivalent.

4.10.3. The Provider shall ensure that emergency crisis services are provided in accordance with professional standards to members in need of such services.

**4.11. Enrollment and Reporting**

4.11.1. After verifying and documenting eligibility as defined in Section 4.5, the Provider shall enroll all individually eligible Franklin County residents who seek and/or are referred for ADAMH Services.

4.11.2. The Provider shall collect and provide to the ADAMH Board all individual demographic information for the purpose of enrolling clients in publicly–funded services, establishing eligibility of clients and processing their claims for payment

4.11.3. The Provider shall provide the member with the required disclosures; and shall have the member sign all consent for treatment, authorization to bill, and/or release forms in accordance with applicable requirements.

4.11.4. After meeting the requirements of Section 4.11.3, the Provider shall enroll the client in the Board's claim and enrollment enterprise system in accordance with ADAMH policies

**4.12. Member Management** Provider shall submit changes to the member's enrollment information including, but not limited to, changes of address, residency, income, client name or other demographic data in accordance with ADAMH policies.

**4.13. Disclosures and Releases of Information**

4.13.1. Prior to enrollment and claim submission, the Provider shall make every reasonable effort to ensure that each member who is seeking publicly–funded services signs applicable releases, reviews the disclosure statement which conforms to applicable requirements of O.R.C. 1347 and O.R.C. 5119.28, and which informs the member of required information including, but not limited to:

a. The purpose of the Personal Information System currently in use by the Board,

b. How information will be used by the State Departments, the ADAMH Board and other public funders,

c. The security provision to prevent re–disclosure.

4.13.2. The Provider shall ensure that members sign all releases which are necessary under applicable laws and rules, including, but not limited to, releases of information (written consent) on drug and alcohol treatment and prevention which conform to requirements of Federal 42 CFR, Part 2 (for SUD confidentiality)

and State law (ORC 5119.27 Confidentiality of Records Pertaining to Identity, Diagnosis or Treatment). Any uses or disclosures of PHI will be made in accordance with the HIPAA regulations and when applicable, any stricter or more stringent requirements of other federal or state law will be adhered to.

4.13.3. Requests for and disclosures of PHI will comply with the minimum necessary standard as required by federal HIPAA regulations, including 45 CFR Part 164 for HIPAA security and privacy and consistent with ADAMH's policy.

## Article 5. Administration

### 5.1. Acknowledgment

5.1.1. For those services funded by the ADAMH Board, the Provider's letterheads, annual reports, marketing materials including advertisements, newsletters, brochures and social media promotion shall include the ADAMH Board logo or the statement that the Provider is a contract agency of the Alcohol, Drug and Mental Health Board of Franklin County.

5.1.2. The Provider's website shall include the ADAMH Board logo and link to www.adamhfranklin.org

5.1.3. The Provider shall work in partnership with the ADAMH Board to increase awareness of and access to the publicly funded community safety network of care that addresses alcohol, drug and mental health needs of Franklin County residents.

5.1.4. The ADAMH Board shall provide the Provider with a sign which is appropriate for the Provider's location, and which identifies the ADAMH Board as a funder of the Provider. The Provider shall display such sign in a visible, publicly accessible and appropriate location in all facilities which are used by the Provider for services required under this Contract. The ADAMH Board shall display a sign at the ADAMH Board listing Board–funded Providers.

5.1.5. The Provider shall notify and request representation from the ADAMH Board at any annual meeting or events where ADAMH Board–funded services are highlighted. The ADAMH Board will provide advance notice to the Provider of any public meeting or event held by ADAMH where the Provider will knowingly in advance be discussed or highlighted.

### 5.2. Agency Services Plan/Budget and Disaster Mitigation/Recovery Plan

5.2.1. The Provider must have an approved Agency Service Plan ("ASP")/Budget prior to the execution of this Contract. The ASP/Budget is hereby incorporated as a deliverable to this contract.

5.2.2. The Provider agrees that the ASP/Budget will be used as a primary means for the ADAMH Board to manage system access, capacity and service mix/intensity.

a. The Provider agrees that the ADAMH Board has the right and responsibility to monitor whether ASP/Budget projections are on track in terms of numbers of people served.

b. The Provider agrees that the Board may use scheduled Provider Performance Monitoring meetings, quality assurance processes, as well as other data collection methods to determine whether the expectations outlined in the ASP/Budget are being met with respect to system access, capacity, service mix/intensity, and quality.

c. The Provider understands and agrees that the targets and projections outlined in the ASP/Budget are used by the Board to formulate and present a total system effort, individual Provider effort, and that these data are presented to community regulatory authorities and others for system funding and support.

d. The Provider understands and agrees to the necessity to be forthcoming and accountable with respect to projections and targets set forth in the ASP/Budget.

e. The Provider agrees that projections made in the ASP/Budget and data collected throughout the year with respect to these projections shall be used in quality improvement processes, system planning processes, and subsequently in system funding and planning decisions that might evolve from such processes.

f. If during a Contract Year, the projected service volume by procedure code or the anticipated number of unduplicated clients served or the number of new clients served for claim and/or block grant reimbursement changes materially (±10%), the Provider will be required to submit revised estimates to ADAMH for evaluation/approval.

5.2.3. The ADAMH Board shall allocate OhioMHAS Central Pharmacy Line of Credit and may supplement this with ADAMH discretionary resources. The results of this allocation are to meet the psychotropic medication needs of high risk/high priority indigent clients, thereby reducing unnecessary hospitalization because of the inability to afford required medications; to provide subsidized support for SUD MAT costs; and to promote recovery.

a. *Central Pharmacy Management Plan*: The Provider shall have a Central Pharmacy Management Plan. The Plan shall be updated annually and submitted as a component of the Agency Services Plan and Budget as specified in Attachment 3 and approved by ADAMH as an attachment to this Contract. The Board and Provider shall routinely monitor the effectiveness of the Central Pharmacy Management Plan. The Plan shall identify the:

i. projected count of unduplicated clients and expenditures

ii. specific strategies and results of efforts to continually improve the clinical quality of care and cost–effective management

iii. role and impact of the Provider's Medical Director; and

iv. applicable policies and procedures, including but not limited to a client cost–sharing and re–investment procedure.

b. *Regulatory Compliance*: The Provider shall comply with all federal and state laws and regulations, including the Ohio Pharmacy Service Center requirements; Ohio Department of Mental Health and Addiction Services Central Pharmacy Outpatient manual and the ADAMH Board Provider Services Contract, or any other funding sources where requirements may be more stringent.

c. *Eligibility Determination*: Prior to utilizing this allocation for a client, the Provider shall determine financial and clinical eligibility. Eligibility re–determination shall be made quarterly thereafter, except as required for temporary assistance where financial eligibility shall be determined monthly.

d. *Financial Eligibility and Cost–Sharing*: The Provider shall determine financial eligibility in accordance with contract Section 11.8 Fees and Duty to Bill; Section 11.9 Duty to Appeal, and the Member Financial Eligibility, Fee Administration, and Public Subsidy Schedule specified in the Franklin County Enterprise System manual.

i. Central Pharmacy Line of Credit or ADAMH discretionary allocations shall not be used for clients with other payer or medication sources, including but not limited to medication samples; pharmaceutical assistance; Medicaid; managed care, third party insurance, and/or self–pay.

ii. If a client urgently needs medication, appears to be eligible for alternate payer or medication sources and the Provider has assisted him/her to apply for those sources, the Provider may use Central Pharmacy temporarily, and shall conduct financial eligibility review monthly until the alternate sources are available.

iii. Per Section 5.2.3.a.iv., the Provider shall develop, submit for approval and implement a client cost–sharing procedure for Central Pharmacy. The procedure shall ensure that:

a) the calculation of the client's cost–sharing liability is incurred consistent the income and family size framework of the ADAMH Public Subsidy Schedule but will be managed by the Provider without the use of the Board's current enterprise system.

b) the cost–sharing is in the form of an administrative dispensing fee for routine medications, not to exceed a specified dollar level per month to cover all prescriptions.

c) the Provider shall collect and use the client administrative dispensing fee for clinical purposes, as the Provider deems appropriate.

e. *Clinical Eligibility:* The Provider shall determine clinical eligibility.

i. For psychiatric treatment, the Provider shall comply with the Ohio Pharmacy Service Center requirements and document the medical necessity for this pharmaceutical intervention. A client must be:

a) An adult with Severe Persistent Mental Illness or a youth with Severe Emotional Disturbance; or

b) At risk of psychiatric hospitalization if the medications were discontinued; or

c) Discharged from a mental health inpatient facility, residential treatment facility, jail or prison within three (3) month period prior to eligibility determination

ii. For SUD MAT, the Provider shall comply with the Ohio Pharmacy Service Center requirements and document the medical necessity for this pharmaceutical intervention.

f. The Provider shall implement procedures to ensure that Central Pharmacy Emergency Prescriptions are utilized as a last resort, arranging for next–day delivery as an alternative.

g. The Provider shall implement procedures to maximize credits for returned unused medications.

h. Central Pharmacy medications shall not be used for resale or redistribution to others.

5.2.4. Pursuant to Article 14 below, the Provider shall not make material changes, as defined in this Contract, in the quality of services defined in its Agency Services Plan, funding or business structure/administration unless such changes have been approved in advance in writing by the ADAMH Board. Provider also affirms, understands and agrees that Provider and its subcontractors are under a duty to disclose to the Board any change or shift in location of services performed by Provider or its subcontractors before, during and after execution of this Contract with the Board. Provider agrees it shall so notify the Board immediately of any such change or shift in location of its services.

a. Thirty (30) days prior to planning a significant change, the Provider shall submit a written request for consultation with the ADAMH Board to determine materiality under this Contract.

b. If the ADAMH Board notifies the Provider that the proposed change is material, the Provider shall submit any requests for approval of material changes in its services to the ADAMH Board in writing no less than sixty (60) days prior to the anticipated change, in accordance with ADAMH Board procedures. This includes, but may not be limited to, a revised Agency Services Plan and Budget.

c. Nothing in this section should be interpreted as deterring the Provider from developing plans for more efficient strategies in areas of quality and services defined in the Provider's ASP, funding, and/or business structure and administration.

5.2.5. The Provider shall maintain an Agency Disaster Mitigation and Recovery Plan that addresses Continuity of Operations during an emergency. This plan shall include, at minimum:

a. Plans for staffing the agency if many staff are unable to get to work.

b. Contingency plans for operations if there are substantial physical damage to the agency building(s).

c. Plans for quick data recovery, particularly current consumer contact information and medication information.

d. Plans for fiscal continuity in the event of interrupted business.

e. Contingency plans for care for current consumers.

f. If the agency provides residential services or services in a congregate setting, plans to evacuate and care for consumers separate from emergency community efforts such as police and the Red Cross.

g. The Provider shall comply with all federal and state laws and regulations or funding sources, including the Ohio Department of Mental Health and Addiction Services or the Substance Abuse and Mental Health Services Administration where requirements may be more stringent.

5.2.6. The Provider shall participate in the provision of behavioral health services to the community in the event of a community disaster, and at the request of the ADAMH Board by the Franklin County Emergency Management and Homeland Security Agency.

a. The Provider shall maintain current all–Hazards Coordinator name and contact information with the ADAMH designee.

b. The Provider shall maintain clinicians available for community service that have been trained in disaster counseling techniques, to be deployed at the request of the ADAMH designee.

c. By the date specified by the ADAMH Board, the Provider shall sign a Memorandum of Understanding with the ADAMH Board that describes the details and procedures of provision of behavioral health care services to the community in the event of a disaster.

**5.3. Provider Autonomy** The Provider is a fully independent and autonomous contractor and retains the ultimate responsibility for the care and treatment of members to whom services are rendered under this Contract. The ADAMH Board recognizes the Provider as an independent contractor in carrying out its duties under this Contract. The ADAMH Board recognizes that the Provider has full and sole authority to determine its governing structure and employees.

**5.4. Training, Technical Assistance and Consultation** The ADAMH Board shall provide the Provider with training, technical assistance and consultation when such services are reasonably necessary to meet applicable requirements.

## Article 6. Information and Reports

### 6.1. General Access by ADAMH Board

6.1.1. The Provider shall provide ADAMH Board with information which is reasonably necessary to permit the ADAMH Board to submit a community addiction and mental health plan (“Community Plan”) , which is submitted to OhioMHAS per requirements defined in ORC 340.03(A)(1)(c).

6.1.2. The Board shall have the right to inspect the Provider’s service, personnel, accounting, member residency and financial eligibility documentation and clinical records while complying with HIPAA minimum necessary standards, as required to discharge their legal responsibilities.

a. Monitor and evaluate the Provider's compliance with the terms of this Contract, including ensuring quality, effectiveness and efficiency of services and ensuring the accuracy of member eligibility and claims submitted for reimbursement under this Contract through chart reviews, desk audits or other verification measures as determined by the ADAMH Board,

b. Verify that costs of services, including all administrative, direct and indirect costs, are being computed in accordance with Article 10,

c. Verify the sources and amount of all income received by the Provider for services provided under this Contract and services similar to those provided under this Contract,

d. Investigate alleged misuse of member funds or funds provided under this Contract, and

e. Perform its duties under applicable requirements.

6.1.3. The Board and Provider shall maintain the client's right to confidentiality as required by law or as provided by Provider policies to the extent the latter does not conflict with legal responsibilities.

6.1.4. The Provider shall not be required to provide proprietary information unless such information is required to be provided under applicable law or this Contract.

6.1.5. Except under circumstances listed in Section 6.1.6, information shall be provided by the Provider during ordinary business hours and the ADAMH Board shall provide reasonable prior notice of the time and date of the visit.

6.1.6. The ADAMH Board may obtain immediate access to information without prior notice, including access to staff, individual member records and member accounts, under any of the following circumstances:

a. Such information is reasonably related to allegations of abuse or neglect of a member being investigated in accordance with Section 6.6, or

b. To prevent imminent harm to members, or

c. When the ADAMH Board reasonably believes that immediate access is essential to prevent removal or destruction of property or records required to be maintained under this Contract.

d. When the ADAMH Board reasonably believes that there is substantial violation of client rights because of actions by the Provider.

**6.2. Basic Documents** Upon request of the ADAMH Board, the Provider shall provide the ADAMH Board with the most recent versions of the following documents:

6.2.1. Articles of Incorporation and By–Laws for the Provider.

6.2.2. Evidence of certification as required under applicable requirements.

6.2.3. Risk management procedures.

6.2.4. Current policies and procedures which conform to the ADAMH Board's policies regarding member financial eligibility and Public Subsidy.

**6.3. Essential Reports and Data Submissions**

6.3.1. The Provider and the ADAMH Board shall provide the reports listed in Attachment 3 at such times as are specified in said Attachment.

6.3.2. Provider shall ensure the accuracy of all reports in Attachment 3, regardless of format.

6.3.3. If the Provider is submitting information in both written and electronic formats, the Provider shall ensure that the information is both consistent and accurate.

**6.4. Format** Any information or report which is required under this Contract shall be submitted in the format prescribed by the ADAMH Board.

**6.5. Grants** Within thirty (30) days of receipt of new grant funds over the year from any funding source for behavioral healthcare services, which equal or exceed 10% of the total ADAMH Board allocation to the Provider under this Contract, the Provider shall provide the ADAMH Board with written notice of receipt of such grant(s); a copy of the budget approved for the grant(s); and an explanation of how the grant may materially impact its ADAMH Board allocation and services to targeted populations outlined in its ASP/Budget.

**6.6. Major Unusual Incidents** The Provider and the ADAMH Board shall agree to comply with all applicable requirements in law and in OhioMHAS rules, guidelines and protocols.

## Article 7. Evaluation and Accountability

**7.1. General** The Provider shall cooperate with the ADAMH Board in all monitoring activities, including, but not limited to service reviews, audits and other fiscal monitoring, verification of member residency and financial eligibility and claims reimbursement. Requests for information shall be made in accordance with the requirements of Section 6.1.

7.1.1. The Provider shall process reversals on ADAMH services claims determined to be ineligible as a result of a review conducted by ADAMH. Reversals must be processed in accordance with ADAMH procedures.

7.1.2. The Provider shall submit encounter data for all non–exempt block grants. ADAMH will determine if the Provider's block grants are exempt from encounter claiming and if claims are to be submitted under an individual consumer's identification number or an organizational member's identification number in the Board's enterprise system.

**7.2. Accounting**

7.2.1. The Provider shall maintain complete and accurate financial records with respect to all undertakings required by this Contract. The Provider is responsible for ensuring that its financial statements are consistently reported and fairly presented in accordance with generally accepted accounting principles.

7.2.2. All financial reports to the ADAMH Board shall be made on an accrual basis, whether or not the accounts are maintained on a cash basis.

**7.3. Audits**

7.3.1. The Provider shall submit to an annual financial and compliance audit conducted by a qualified certified public accountant (Audit Contractor) in accordance with generally accepted government auditing standards and the uniform guidance in 2 CFR Chapter II, Part 200 titled *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

7.3.2. The Provider shall execute and comply with the Audit Memorandum of Understanding issued by the ADAMH Board to set forth Board audit requirements and standards.

7.3.3. The Provider shall direct the Audit Contractor to submit its report to the ADAMH Board within six (6) months after the end of the Provider's fiscal year being reported.

7.3.4. If the Audit Contractor's report as required herein is not submitted in a timely manner, then the parties shall immediately arrange an audit conference. The ADAMH Board may allow up to 30 additional days for the Provider to submit the Audit Contractor's report. If the report is not submitted within the required time limit, or the time limit as extended, then the ADAMH Board may resort to suspension procedures set

forth in Section 11.7.7 or to termination procedures set forth in Article 14 of this Contract. Failure to submit a timely, complete annual financial audit may result in the ADAMH Board assuming responsibility for contracting with an Audit Contractor to ensure a satisfactory completion of the audit. If the Board assumes this responsibility, the costs shall continue to be borne by the Provider.

7.3.5. The Provider shall direct the Audit Contractor to provide four (4) copies of the Audit Contractor's report and one (1) copy of the management letter, if applicable to the ADAMH Board promptly after the audit's completion.

7.3.6. In accordance with the Memorandum of Understanding, the parties shall meet with the Audit Contractor upon receipt of a draft audit.

7.3.7. In the event the audit contains findings in the Schedule of Findings and Questioned Costs, exceptions, or the Provider's records are deemed not auditable, or a qualified opinion is received on the financial statements, then:

a. The parties shall immediately arrange an audit conference.

b. The Provider shall submit a Corrective Action Plan ("CAP") within 30 days.

i. Any overpayment resulting from duplicate billings, erroneous billings, deceptive claims, unallowable costs, or any falsification shall be refunded to ADAMH Board in full.

ii. To be deceptive means knowingly to deceive another or cause another to be deceived by a false or misleading representation by withholding of information or by any other act, conduct, or omission which creates, confirms or perpetuates a false impression of another, including a false impression as to law, value, state of mind or other objective or subjective fact.

iii. For any duplicate, erroneous, or deceptive claims discovered during the term of this Contract, regardless of the date such claims were initially made, the Provider shall submit detailed claim corrections to the ADAMH Board to allow the ADAMH Board to make manual claims corrections within the Board's current enterprise system.

c. The Provider shall provide the ADAMH Board with quarterly updates of progress made toward implementation of CAP until full implementation is achieved.

7.3.8. The Provider shall pay for audit costs directly and may include audit costs in costs for services.

**7.4. Additional Audits and Reviews**

7.4.1. If the Provider is required to submit a CAP as provided in Section 7.3.7.b or a CAP for any other reason, the ADAMH Board may require the Provider to submit to a further examination to determine whether the deficiencies have in fact been corrected.

7.4.2. Costs of additional audits shall be the responsibility of the Provider.

7.4.3. The Provider shall retain financial records, including supporting documentation, for at least six (6) years after records have been audited. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of this time period, such records shall be retained until completion of the actions and resolution of all issues, or the expiration of the six–year period, whichever is the last to occur.

7.4.4. Provider shall direct the Audit Contractor to obtain a review, by an attorney licensed to practice law in the State of Ohio, of all suspected illegal acts and non-compliance findings discovered by the Audit Contractor during the engagement which are incorporated in the Report on Internal Control over Financial Reporting and on Compliance and Other Matters Required by Government Auditing Standards that have a direct and material effect on the determination of financial statement amounts. In this review, the attorney

must determine whether there is sufficient evidence to support a written determination the suspected illegal act or non-compliance occurred. Provider shall direct Auditor Contractor to document this legal review in the Audit Contractor's work papers. The legal review may be performed by the Audit Contractor firm's in-house attorney(s) or by subcontract with an attorney not employed by the Audit Contractor.

**7.5. Reconciliations**

7.5.1. *Cash Payment/Expenditure Reconciliation*—The ADAMH Board will reconcile Provider block grant and claims expenditures to ADAMH Board cash payments and allocations in accordance with ADAMH Board reconciliation procedures as described in Attachment 10 to this Contract.

**7.6. Documentation and Records**

7.6.1. The Provider shall keep accurate, current and complete clinical records for each member as required by law.

7.6.2. The Provider shall submit to the Board data it has collected regarding client outcomes, counts of clients served, and client demographics in accordance with Attachment 20 of this Contract. The Board shall utilize these data submissions to determine any earned Value-Based Contracting Incentive Program payments per Attachment 11.

7.6.3. The ADAMH Board shall monitor the Provider's reporting and data submissions in accordance with Attachment 3 of this Contract. The Board shall review the information received and communicate to the Provider issues identified with respect to completeness and quality of the data. The Provider shall upon request submit corrected information following notice from the Board.

7.6.4. The Provider shall report to the ADAMH Board counts of unique clients served and aggregate demographic/background information using the form provided by the Board. Attachment 3 of this Contract specifies the due dates of this information, and further detail is contained in Attachment 20.

7.6.5. Providers shall submit clinically accurate primary and secondary diagnosis on all claims submitted in the Board's current enterprise system, including:

a. Updating the clinical paper and electronic record/module to reflect the most current diagnoses

b. Updating the billing record/module to reflect the most current diagnoses, in the case where the clinical and billing modules of a Provider's MIS are not integrated

c. Ensuring that the software vendor "sets" the Provider's billing module to release/include both the primary and secondary diagnosis on the claims.

7.6.6. The Provider shall notify the ADAMH Board immediately upon the occurrence of any breach to its billing or communications system.

7.6.7. The Provider shall adopt a record retention policy in accordance with applicable requirements, and identify the types and locations of client records and make that policy available to the ADAMH Board upon request.

**7.7. Utilization Review, Monitoring, and Levels of Care**

7.7.1. Providers shall cooperate with the ADAMH Board in the development and implementation of utilization review activities and other activities which will assist in improving the quality, efficiency and cost–effectiveness of care under this Contract.

7.7.2. Upon request of the ADAMH Board, Providers shall participate in an annual review session.

a. Providers will ensure that a client or family member associated with the Provider attends the review session.

b. The client or family member attending the review session shall be actively involved (Provider Board member or a Consumer Advocacy Council) with providing recommendation and advice on the delivery of mental health and alcohol and other drug addiction services per Section 4.1.2.

## Article 8. Conflicts of Interest

**8.1. Nepotism Policy** The Provider shall adopt and implement a policy which prohibits conflicts of interest arising from nepotism which meets applicable requirements.

**8.2. Prohibition** No member or employee of the ADAMH Board or prohibited family member of a member or employee of the ADAMH Board shall serve on the board of the Provider or as an employee of the Provider. A prohibited family member is a spouse, child, parent, brother, sister, grandchild, stepparent, stepchild, stepbrother, stepsister, father–in–law, mother–in–law, son–in–law, daughter–in–law, brother–in–law, or sister–in–law or a person who stands in the place of such a family member.

**8.3. Recruitment of Members** No employee of either party shall recruit members receiving services under this Contract into their private practices. Recruitment shall mean referral to the employee or the employee's business in a manner which results in financial gain to the employee when other suitable alternatives for providing services to the member are reasonably available.

## Article 9. Transition Procedures

**9.1. Applicability** Article 9 shall apply when any service provided under this Contract is terminated for any reason or when this Contract is terminated for any reason including the dissolution or termination of the Provider's business.

**9.2. General Requirement** The Provider shall work cooperatively with the ADAMH Board to assist in the transition of services as needed to a Provider or Providers designated by the ADAMH Board. Throughout the transition, the parties shall take all steps reasonably necessary for continuity of member care and to protect member interests.

**9.3. Member Records** To the extent authorized by the member and permitted under applicable law, copies of member records shall be transferred promptly to the designated Provider or Providers. In the event the Provider is ceasing all operations, the Provider shall comply with federal and state record keeping requirements.

**9.4. Property Transfers** Personal property in which the ADAMH Board has any ownership interest either under applicable requirements shall be made available to the ADAMH Board for transfer. Personal property in which the ADAMH Board is acting as fiduciary on behalf of OhioMHAS or the Federal Government who has any ownership interest in such property, either under applicable requirements shall be made available to the ADAMH Board for transfer. The ADAMH Board shall be responsible for the transfer of such property. The ADAMH Board shall have the right of first refusal to buy out any property in which the ADAMH Board has a full or partial interest.

## Article 10. Standards for Budgets, Costs, Rates and Fees

**10.1. Budget Development and Revision** The Provider shall develop and revise budgets in accordance with ADAMH Board budget procedures.

10.1.1. Provider may submit budget revisions at any time during the term of this Contract. Such submissions must comply with Section 5.2 of this Contract.

**10.2. Allowable Costs** ADAMH funds allocated in this contract shall not be used for unallowable expenses as defined by the uniform guidance in 2 CFR Chapter II, Part 200 titled *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.*

10.2.1. Compliance Supplements of the applicable Federal financial assistance program(s), or

10.2.2. Award correspondence from OhioMHAS or the ADAMH Board.

**10.3. Maximum Reimbursement Rates for ADAMH Services.** The ADAMH Board shall not compensate a Provider for any service at an amount which exceeds the budget rate approved by the ADAMH Board or the amount charged by the Provider, whichever is lower.

## Article 11. Reimbursement by ADAMH Board

**11.1. General** The ADAMH Board shall make reimbursement required under this Contract for services rendered under this Contract.

11.1.1. Unless this Contract specifically provides otherwise, all reimbursement shall be made in full for services actually provided and for which there is appropriate documentation as set forth in this Contract.

11.1.2. Reimbursement shall be made within the normal course of ADAMH Board business.

11.1.3. There shall be no alteration in the amount of reimbursement or the allocation of such reimbursement without prior notice as set forth in Article 14, unless the parties have agreed to such changes.

11.1.4. Attachment 1 of this contract reflects the maximum funding level by allocation. Contract(s) amount(s) in the Board's current enterprise system may be higher than approved allocations (Attachment 1) to accommodate the adjudication of encounter claims.

11.1.5. All reimbursement in KY 2022 shall be made via monthly block grant funding requests.

11.1.6. All claims for services submitted in the Board's current enterprise system will be treated as encounter claims regardless of the disposition indicated in the ANSI 835.

**11.2. Block Grant Reimbursement** Reimbursement shall be made monthly in accordance with ADAMH Board block grant draw–down procedures and availability of local, state and federal funds.

11.2.1. The Provider shall submit block grant funding requests by the date specified by the ADAMH Board in order to receive a block grant payment during that month. All late requests may be held until the following month for payment.

11.2.2. On a monthly basis, Providers may request reimbursement for year-to-date expenditures not previously reimbursed plus anticipated expenses for the upcoming month.

11.2.3. If a block grant requires encounter claims and is not exempt from the minimum 80% encounter claim threshold, Providers will be required to submit encounter claims that meet minimum benchmarks based on the schedule below before receiving additional reimbursement.

i. May Request – 5% of block grant allocation
ii. June Request – 15% of block grant allocation
iii. July Request – 25% of block grant allocation
iv. August Request – 35% of block grant allocation
v. September Request – 45% of block grant allocation
vi. October Request – 55% of block grant allocation
vii. November Request – 65% of block grant allocation
viii. January Request – 75% of block grant allocation
ix. Final Block Grant Funding Request – 80% of block grant allocation

A Provider may request reimbursement up to the lesser of the annual allocation or actual annual block grant expense as long as the reimbursement request is substantiated by the minimum accepted encounter claim threshold.

11.2.4. Providers may request a monthly exemption from the minimum values listed in 11.2.3 for select block grants that have seasonal service delivery. Providers also may request a monthly or multiple month

exemption from the minimum values listed in 11.2.3 for select block grants in the case of circumstances which create a significant financial exigency. ADAMH will evaluate such requests on a case by case basis and notify the Provider making the request of the ADAMH determination.

11.2.5. Any provider whose block grant is put on hold as a result of the minimum values in 11.2.3 may have their block grant restored at any subsequent point if claims reach the minimum values in 11.2.3. ADAMH will notify the Provider once the threshold level has been reached and the hold released.

11.2.6. To ensure accurate and timely contract payment reconciliation, the Provider shall submit its correctly completed final Block Grant Funding Request and Block Grant Expense Report(s) for the year no later than contractual claim file submission deadline (February 15, 2024 for Contract Year 2023). ADAMH shall not accept any block grant reports after this deadline. The Provider shall forfeit any funds not drawn down or reported as expenses by this deadline.

11.2.7. Encounter claims must be submitted on or before the Contract Year cut-off date (February 15, 2024). All Encounter Claims submitted after this date will be denied.

11.2.8. The Provider shall follow Sections 4.11, 4.12, 7.1 and 7.5.1 for all block grants.

11.2.9. Failure to comply with Section 11.2.1 may result in ADAMH withholding payments per ADAMH's payment withhold policy until corrective action has been taken

11.2.10. Providers are required to submit encounter data representing a minimum of 80% of the value of designated block grant payments received from ADAMH. Failure to do so will result in the Provider reimbursing ADAMH for unearned/unclaimed payments.

a. The encounter claim value will be quantified using approved/accepted dollar amounts.

11.2.11. Incentives reimbursed via block grants shall adhere to the approved ASP/Budget and are subject to all applicable reconciliation and service requirements addressed in Attachments 10 and 11.

**11.3. ADAMH Services Encounter Claims**

11.3.1. The Provider shall electronically submit all claims for services rendered using an ANSI 837 electronic format through the Board's current enterprise system or other electronic entry method authorized by the ADAMH Board.

11.3.2. The ADAMH Board shall publish an annual claims processing and reimbursement schedule. The ADAMH Board shall take all steps reasonably necessary to process payments in accordance with such schedule and availability of local, state and federal funds, except that no payment shall be made later than the time set forth in applicable requirements.

a. Subject to allocation limits, otherwise eligible claims for ADAMH services shall be applied toward block grant encounter data if the Provider submits the claims within four hundred twenty five (425) days of the date of service but prior to the contractual claim file submission deadline specified in Section 11.2.5. The 425–day period shall be calculated from the date of service the Provider enters in the Board's current enterprise system.

**11.4. Advances** The ADAMH Board may grant advances in accordance with the ADAMH Board Policy referenced in Attachment 2. The ADAMH Board shall deduct the amount of an advance from any balance remaining of the Provider's allocation(s).

**11.5. Title XX Reimbursement**

11.5.1. The Provider shall maintain Title XX records in accordance with applicable requirements and shall include Title XX funds in any audits conducted under this Contract.

11.5.2. The ADAMH Board shall reimburse claims for Title XX services which are submitted in accordance with Article 11 of this Contract and other applicable requirements.

**11.6. Other Methods of Reimbursement** The ADAMH Board may reimburse the Provider through other mechanisms that are approved by the ADAMH Board in accordance with ADAMH Board Policy(s), if the Provider has made such a request by invoice and has provided adequate documentation of service.

11.6.1. The ADAMH Board shall establish a Performance Utilization Pool ("PUP") in an amount not to exceed $1,500,000 for Contract Year 2022.

a. PUP funds shall be dispersed to Providers based on the following criteria:

i. Treatment System of Care ("SOC") allocations that require encounter claims shall be eligible for the Performance Utilization Pool incentive.

ii. The value of approved encounter claims in excess of the annual Treatment SOC allocation shall be eligible for PUP reimbursement.

iii. The annual expense for the Treatment SOC allocation as reported in the annual Block Grant Expense Report must be greater than or equal to the Treatment SOC allocation.

b. If the amount of total (systemwide) eligible encounter values is greater than the available funding pool, then Providers shall receive a prorated share of PUP funds.

c. PUP funds will be dispersed after all Contract Year 2022 encounter claims and annual Block Grant Expense Reports have been submitted to the ADAMH Board.

**11.7. Restrictions on Reimbursement**

11.7.1. The ADAMH Board shall not make reimbursement to the Provider in excess of the annual amount allocated to the Provider included in Attachment 1 or allocation added subsequently through an Action of the ADAMH Board, unless such reimbursement is required under applicable law.

11.7.2. Reimbursement for services is subject to available County Spending Authority as authorized by the Franklin County Board of Commissioners.

11.7.3. If the ADAMH Board has made a determination, based on substantial evidence, that there has been a violation of Article 10 or this Article 11, then the ADAMH Board shall have the right to set off the amount in dispute from future reimbursement which is due under this Contract, subject to dispute resolution sections.

11.7.4. Except as otherwise provided by law, the ADAMH Board shall be the payor of last resort.

11.7.5. The Provider shall accept any reimbursement from Medicaid and Medicare for services as payment in full and shall not balance bill any unpaid charge to ADAMH.

11.7.6. No reimbursement shall be made if such reimbursement is not permitted under applicable law. If there is a dispute as to whether a reimbursement is permitted under Federal or State law, the matter shall be submitted to OhioMHAS, whose decision shall be followed pending the exhaustion of the procedures as set forth in Article 13 and Article 14 or until no further administrative or judicial appeals are permitted through waiver or otherwise.

11.7.7. A reimbursement under this Contract may be suspended if the Provider fails to submit or make available for inspection any information or report listed below, or does not allow access in accordance with terms of this Contract, except that reimbursement may only be suspended until such information is furnished or access to information is permitted for the following items:

a. Certification and Licensing as required in Section 4.2.1

b. Approved ASP/Budget as required in Sections 3.2 and 5.2.1

c. Submission of approved Annual Audit as required in Section 7.3

d. Encounter Claim thresholds are met as required in Section 11.2.3

e. Organizational Client counts and demographic information per Attachment 20 and as required in 7.6.4

11.7.8. With the exception of 11.7.7(d), no reimbursement shall be withheld unless the ADAMH Board has given the Provider notice of the ADAMH Board's intent to withhold reimbursement and a statement of the reasons for the proposed action. Notice shall be in writing and received by the Provider not less than ten (10) working days prior to the withholding of reimbursement. Reimbursement shall only be suspended until such information is furnished or access to information is permitted.

a. Funding holds associated with minimum encounter claim thresholds (11.2.3) will be executed based on the claim submission dates identified in the annual claims processing and reimbursement schedule as described in 11.3.2.

b. Extensions will be considered when the Provider submits a written request with explanation of the reason for submission delay.

c. If the Provider can demonstrate in writing that the Provider's annual audit is delayed due to an ADAMH Board delay, the Provider shall have an additional 60 days to finalize their audit.

**11.8. Fees and Duty to Bill**

11.8.1. The Provider shall implement measures to implement ADAMH policies regarding member financial eligibility and the Public Subsidy.

11.8.2. The Provider shall, to the extent reasonably possible, establish and implement procedures to recover payment from Medicaid, Medicare or private insurance and other third-party payors. ADAMH Board reimbursement will not be requested until third party payors verify non–coverage.

**11.9. Duty to Appeal** In the event that payment by a third–party payor, including, but not limited to, Medicaid, Medicare or private insurance has been denied and there is a reasonable basis for appeal, the Provider shall either:

11.9.1. Take steps reasonably necessary to perfect and pursue appeals of denial of payment by third party payors, or

11.9.2. Provide to the member or entity filing the appeal, information reasonably necessary to pursue the appeal, to the extent that such information may be released in accordance with applicable requirements.

**11.10. Loss of Funds**

11.10.1. The ADAMH Board is not required to make reimbursement in full or in part if funds to the ADAMH Board have been reduced or eliminated.

11.10.2. In the event ADAMH Board receives notice from a funding source that funding from that source shall be reduced or eliminated, the ADAMH Board shall give the Provider prompt notice of the reduction or elimination.

11.10.3. In the event that funds for one or more services are eliminated by the ADAMH Board or by a funder whose funds are used as match for ADAMH–funded services, the Provider shall provide the ADAMH Board with a transition plan with such information as is reasonably necessary to carry out the transition, including, but not limited to the members being served and the services required to be provided to such members. The Provider shall continue to provide services required by the members until the Provider has arranged for alternative services or for a period of 30 days after receipt of the notice required under Section

11.10.2, whichever period is shorter. The ADAMH Board shall assist in locating appropriate services for the members being served by the Provider and shall pay for services actually provided by the Provider during such period.

11.10.4. In the event that ADAMH receives notice from a funding source that funding from that source shall be reduced or eliminated occurs after said funds have been claimed or drawn down by the Provider and paid by ADAMH, any necessary reduction to the Provider's allocation will occur in the next allocation period.

## Article 12. Insurance

**12.1. Responsibility for Claims and Liability** To the extent permitted by Law, the Provider shall hold and save the Board harmless for all claims and liabilities due to the Provider's negligent acts or due to the negligent acts of the Provider's sub–contractors, agents or employees responsible for executing the work encompassed in this Contract.

**12.2. General Liability** The Provider shall carry comprehensive general liability insurance in no less than the amounts set forth in Attachment 9.

**12.3. Automobile** The Provider shall insure that there is automobile liability insurance for passenger vehicles for all such vehicles used to transport members, whether such vehicles are owned by the Provider or its agents or employees in no less than the amount set forth in Attachment 9. The Provider shall also conduct appropriate due diligence on the individual's driving record.

**12.4. Employee Dishonesty** It is recommended that the Provider provide coverage against employee dishonesty. The ADAMH Board shall not make any payments to cover losses incurred as a result of employee dishonesty and the ADAMH Board reserves the right to recover amounts due to the ADAMH Board as a result of employee dishonesty.

**12.5. Employers' Liability** To the extent permitted by Law, the Provider shall carry employers' liability insurance in no less than the amount set forth in Attachment 9.

**12.6. Professional Liability** The Provider shall carry professional liability insurance providing single limit coverage in no less than the amount set forth in Attachment 9.

**12.7. Additional Insured** To the extent permitted by Law, the ADAMH Board shall be named as an additional insured and "Certificate Holder" in its liability insurance policies referred to in Article 12 of this Contract. Providers must name the ADAMH Board by an Endorsement to the agency's insurance policies and require its insurance company to provide notification to the ADAMH Board on a standard "Certificate of Liability" form, which summarizes insurance coverage and/or changes reflected in the insurance policies.

**12.8. Workers' Compensation** The Provider shall provide evidence of proper worker's compensation coverage.

**12.9. Claims–made Policies** To the extent permitted by Law, in the event that the Provider meets any of its obligations under this Article 12 by obtaining a "claims–made" policy, to the extent permitted by law, the Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims–made basis.

12.9.1. Unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy retroactive date and before the end of the policy period (tail coverage), or

12.9.2. Continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claims–made policy issued for similar coverage while the Provider was under contract with the ADAMH Board.

**12.10. Evidence of Coverage** The Provider shall provide the ADAMH Board with a certificate of insurance evidencing each type of coverage required or provided under Article 12 at the time of renewal, and shall immediately provide the ADAMH Board notice of cancellation or non–renewal of any such.

## Article 13. Dispute Resolution

**13.1. General Procedures**

13.1.1. Dispute resolution procedures under this Article 13 shall apply to disputes arising out of the termination, renewal or non–renewal of this Contract, disputes arising out of services covered by this Contract or disputes arising out of clinical issues which involve member care. All other disputes shall not be subject to any requirement for dispute resolution under this Contract and may be pursued by the parties under applicable law.

13.1.2. The procedures for dispute resolution under this Article 13 shall be completed within 60 days after service of the 120–day notice unless the parties otherwise agree.

13.1.3. Parties shall meet at least once to resolve the issues prior to the expiration of 60 days.

13.1.4. The parties shall engage in good faith efforts to resolve disputes informally.

13.1.5. Either party may require the other party to convene a meeting of the board of the other party to review the dispute.

13.1.6. If the parties cannot agree informally to a resolution of the dispute, the matter shall be submitted to OhioMHAS for further proceedings.

a. Any decision by OhioMHAS shall be non–binding.

b. The decision by OhioMHAS shall be presented to the ADAMH Board and the Provider and shall be made a part of the record of any further proceedings, regardless of forum.

c. In the event that either party rejects the decision of OhioMHAS, then it shall provide written reasons which shall also be a part of the record of any further proceedings, regardless of forum.

13.1.7. Except as otherwise noted provided herein Sections 11.2, 11.7, and 16.1, status quo shall be maintained during review by OhioMHAS through final decision by the ADAMH Board.

13.1.8. The Provider reserves all rights to legal representation and/or court proceedings and does not waive any rights or protections afforded by law or by operation of this contract.

**13.2. Clinical Disputes** Any dispute regarding clinical issues involving member care shall be initially resolved by the Agency Chief Clinical Officer ("ACCO") or an individual with equivalent clinical authority. If a dispute arises concerning clinical issues involving appropriate member care under standards agreed to by the parties, then the System Chief Clinical Office ("SCCO") for the ADAMH Board and the ACCO shall meet to attempt to resolve the matter. In the event the ACCO and SCCO cannot resolve the matter, then the matter shall be referred to a neutral third party selected by agreement of the parties whose decision shall be final and binding. In the event that the parties cannot agree on a neutral third party, the parties shall request that the Medical Director of OhioMHAS appoint such neutral third party.

## Article 14. Modification, Renewal and Termination

**14.1. Modifications** This Contract, including, without limitation, the term, may be modified by the mutual consent of the parties in writing.

**14.2. Content of 120–day Notice**

14.2.1. In the event that either party is required to provide a 120–day notice under applicable Ohio law, ADAMH Board policies or this Contract, the notice shall include all of the following:

a. A summary of the rationale for the proposed Contract change, non–renewal, or termination and

b. A summary of the following:

i. A summary of the nature and approximate scope of the projected change, and

ii. The approximate timing of the projected change and,

iii. If relevant, a reasonably approximate estimate of the financial impact of the projected change.

14.2.2. The content of the notice required under Section 14.2.1 shall be based on information which is reasonably available at the time of the issuance of the notice and may be supplemented by information after the date of the notice.

**14.3. Coordination of Notice Requirements**

14.3.1. A 120–day notice of termination or non–renewal which is served by the ADAMH Board in accordance with the requirements of this Contract shall satisfy the notice requirements in contracts between OhioMHAS and the ADAMH Board to the extent notices are required in such contracts.

14.3.2. A copy of any notice provided under this Section 14.3 shall be served on the OhioMHAS Office of Fiscal Administration.

**14.4. Dispute Resolution** Any dispute arising under this Section 14.3 shall be subject to the dispute resolution procedure as set forth in Article 13.

**14.5. Non–Renewal** In the event either party proposes not to renew this Contract, notice of non–renewal shall be given to the other party at least 120 days prior to the expiration of this Contract.

**14.6. Renewal With Contract Changes**

14.6.1. If either party proposes to make changes in the terms of this Contract, the party desiring to make such changes shall give the other party notice of the proposed changes at least 120 days before the expiration of this Contract. The notice of proposed changes shall conform to the requirements of Section 14.2.

14.6.2. The parties shall engage in good faith efforts to negotiate a new contract.

14.6.3. In the event the parties are unable to negotiate a new contract, then either party may give the other notice of non–renewal in accordance with Section 14.5, which notice shall be given as soon as practicable.

14.6.4. In the event a notice of non–renewal is served under these circumstances, then the Contract shall be extended as necessary to provide the other party with 120 days' notice of termination.

**14.7. Termination**

14.7.1. This Contract may be terminated by the ADAMH Board without the requirement for a 120–day notice under the following circumstances:

a. In the event of any Provider loss of certification status, the ADAMH Board may terminate sections of the contract consistent with, but not in excess of, the specific certification loss with OhioMHAS;

b. Serious and imminent risk to the health or safety of members;

c. Bankruptcy, dissolution, receivership or other court order which effectively removes the Provider from control of services;

d. Any audit disclosures of uncertainties about a Provider's ability to continue as a going concern;

e. Material, uncured breaches of this Contract.

14.7.2. This Contract may be terminated by the Provider without the requirement for a 120–day notice if the ADAMH Board fails to make reimbursements as required in this Contract.

14.7.3. Procedure

a. If either party believes that the conditions listed in Sections 14.7.1 or 14.7.2 exist, the party shall notify the other party of the fact in writing.

b. Immediately upon notification, the parties shall arrange a meeting with OhioMHAS to review whether conditions warranting termination exist.

c. In the event OhioMHAS agree the conditions warranting termination exist, the parties shall cooperate in an immediate transfer of services to an alternative Provider, if applicable. If OhioMHAS do not agree that conditions warranting expedited termination exist, then the matter will be resolved in accordance with Article 13 for as long as services under this Contract continue to be delivered by the Provider, the Provider will be reimbursed for its services.

**14.8. Transition Requirements Continue** In the event that services are terminated under Section 14.7 the requirements of Article 9 shall remain in full force and effect until the completion of the transition.

## Article 15. Duties of Designated Agencies Under O.R.C. Chapter 5122 – Hospitalization of Mentally Ill

### 15.1. General Requirements

15.1.1. The Provider shall provide such services as the SCCO shall designate in writing in accordance with the requirements of O.R.C. Chapter 5122 and this Article 15.

15.1.2. Services designated by the SCCO to be provided by the Provider under this Section 15.1 shall be provided to all eligible members.

15.1.3. Services shall include only those which have been designated by the SCCO to be the responsibility of the Provider. Designated services may include the following:

a. Evaluation and approval of all voluntary admissions to public hospitals as required by O.R.C. §5122.02(B).

b. Evaluation of all emergency admissions to any hospital as required by O.R.C. §5122.05(A).

c. Upon request by the ADAMH Board, evaluation of all affidavits referred by probate court as required by O.R.C. §5122.13.

d. Treatment of all members committed to the Provider pursuant to O.R.C. §5122.15 or committed to the ADAMH Board pursuant to O.R.C. §5122.15 and referred to the Provider by the ADAMH Board.

**15.2. Acceptance of Court Commitments**. In the event that the Provider has been designated by the SCCO to receive commitments from the Probate Court, or if the commitment has been made to the ADAMH Board and the SCCO has designated the Provider to provide treatment, the ACCO shall ensure that the requirements of this Section 15.2 are met.

15.2.1. *General Requirement* The Provider shall provide or arrange for all available treatment, facilities and services required by members who have been either:

a. Committed to the Provider under O.R.C. §5122.15(C), or
b. Committed to the ADAMH Board and placed by the SCCO at the Provider for treatment.

15.2.2. Outpatient Commitment Response Timeframe: The Provider shall provide an outpatient service in the community within seven (7) days of notification that a member has been committed to the Provider of committed to the ADAMH Board and placed by the SCCO at the Provider for treatment and an appointment with the Provider psychiatrist within fourteen (14) days notification that a member has been committed to the Provider of committed to the ADAMH Board and placed by the SCCO at the Provider for treatment.

15.2.3. *Notice of Final Disposition* The ACCO shall notify the SCCO, counsel for the member, and the court of the final placement within three (3) working days after the placement is made.

**15.3. Applications for Continued Commitment**

15.3.1. The ACCO shall notify the SCCO of the necessity for further commitment pursuant to court order not less than twenty days prior to the expiration of time limits set forth in O.R.C. §5122.15(H).

15.3.2. The ACCO shall prepare all applications for continued commitment required under O.R.C. §5122.15(H) within the time limits set forth in the statute. A copy of such application shall be provided to counsel for the member and counsel for the ADAMH Board.

**15.4. Availability of Records** The ACCO shall ensure that all records required to provide treatment or services to the member are transferred in a timely manner.

**15.5. Change of Status** The ACCO may accept an application for voluntary treatment from any member committed by the court to the ADAMH Board. Upon acceptance of such application, the ACCO shall provide notice of such acceptance as required by O.R.C. §5122.15(G)(1).

15.5.1. If at any time after the first ninety-day period the ACCO determines that the member has demonstrated voluntary consent for treatment, the ACCO provide notice as required by O.R.C. §5122.15(H).

**15.6. Evaluation and Approval of Voluntary Admissions**

15.6.1. In the event that the Provider has been designated by the SCCO to evaluate and approve voluntary admissions to public hospitals, the ACCO shall ensure that the requirements of this Section 15.6 are met.

15.6.2. The ACCO shall review all applications for voluntary admission to State hospitals and approve such admissions as the ACCO deems appropriate using standard industry practices.

15.6.3. Evaluations shall be completed within four hours after application.

15.6.4. The ACCO shall submit monthly reports to the SCCO of the ADAMH Board on evaluations and approvals of admissions under this Section 15.6.

**15.7. Evaluation of Affidavits Referred by Probate Court** In the event that the Provider has been designated by the SCCO to evaluate and approve affidavits referred by the Probate Court, the ACCO shall ensure that the requirements of this Section 15.7 are met.

15.7.1. The ACCO shall review all affidavits referred by the Probate Court for involuntary commitment.

15.7.2. Evaluations shall be completed no later than three (3) days after referral or at such other time as is specified by the Probate Court.

15.7.3. The ACCO shall report the results of evaluations of affidavits to the Probate Court and to the SCCO.

**15.8. Evaluation of Emergency Admissions**

15.8.1. In the event that the Provider has been designated by the SCCO to evaluate and approve emergency admissions, the ACCO shall ensure that the requirements of this Section 15.8 are met.

15.8.2. The ACCO shall review all applications for emergency admission to all hospitals and approve them as the ACCO deems appropriate using standard industry practices.

15.8.3. Evaluations to determine whether emergency admissions are in compliance with criteria under Ohio Revised Code Chapter 5122 shall be completed in advance of admissions where possible, but in no case longer than 72 hours after admission.

15.8.4. The ACCO shall ensure that prompt reports are made orally, by fax transmittal or in writing to the CCO of the facility receiving the emergency admission immediately upon completion of the evaluation. The report shall include the following information:

a. Name of the member,
b. Date of admission,
c. Place of admission,
d. Conclusion on whether the member is mentally ill, subject to hospitalization by court order, with specific facts to support the conclusion,
e. Recommendation for the least restrictive alternative, with specific facts to support the recommendation. Oral reports shall be confirmed in writing within 24 hours of the oral report.

15.8.5. The ACCO shall submit a written summary report of evaluations of emergency admissions to the SCCO of the ADAMH Board or its designee each month. Such summary reports to the ADAMH Board shall include the name of the member, the date of admission, the place of admission, the results of the evaluation, the expected discharge date and the name of the assigned community support worker.

**15.9. Evaluation of Appropriateness for Outpatient Commitment**

15.9.1. In the event that the Provider has been designated by the SCCO to evaluate members for outpatient commitment, the ACCO shall ensure that the requirements of this Section 15.9 are met.

15.9.2. The ACCO shall review all requests for outpatient commitment referred by the Probate Court for consideration of appropriateness for outpatient commitment using standard industry practices (ORC 5122.01).

15.9.3. An evaluation to determine whether the member meets criteria for outpatient commitment shall be completed no later than three (3) days after referral or at such other time as is specified by the Probate Court.

15.9.4. The ACCO shall report the results of evaluations to the Probate Court and the SCCO in the form of a written report, in open court or in chambers, or as directed by the Probate Court. This report shall contain the following information:

a. If the member is a mentally ill individual subject to court-ordered treatment.
b. What is the least restrictive environment that is appropriate for treatment.
c. The availability of appropriate treatment alternatives.
d. Additional information as directed by the Probate court.

**15.10. Hearings before Probate Court** In the event that the Provider has been designated by the SCCO to accept commitments from the Probate Court, or if the SCCO has determined that the Provider has information which is necessary to present a case before the Probate Court, the ACCO shall ensure that the requirements of this Section 15.10 are met.

15.10.1. The Provider shall cooperate with the attorney for the ADAMH Board in the preparation and presentation of the case.

15.10.2. The Provider shall make necessary documents and personnel available to the attorney, subject to all requirements of privilege and/or confidentiality that apply under Federal law, State law, or ADAMH Board policies.

**15.11. Notices** The ACCO shall be responsible for providing all notices required under this Contract and O.R.C 5122 for members committed by court order. Notices shall conform to the requirements of the court, O.R.C 5122 and other applicable law. Unless this Contract or applicable law requires otherwise, notices to the ADAMH Board shall be addressed to the SCCO in writing and shall be made within ten days of the event required to be reported.

**15.12. Periodic Evaluations** The ACCO shall evaluate all members committed by the court to the ADAMH Board. Such evaluations shall be conducted in accordance with the requirements of O.R.C 5122 and ADAMH Board policies. The ACCO shall discharge all members found not to be mentally ill members subject to court order as defined by O.R.C. §5122.01(A) and (B).

**15.13. Transfers**

15.13.1. All transfers to a less restrictive setting shall be at the discretion of the ACCO.

15.13.2. The ACCO shall ensure that any transfer to a more restrictive setting is carried out in accordance with procedures required under O.R.C 5122 and shall transport or arrange for the transport of members.

**15.14. Lead Agency Involvement** In situations where the ACCO involved in the processes described herein is not the lead agency ACCO for the member, the lead agency ACCO will receive all pertinent information and be involved in these processes as possible and appropriate.

## Article 16. Lead Providers Serving Adults with Serious Persistent Mental Illness

**16.1. Assignment, Acceptance and Transfer of Members with SPMI** For those Providers who have entered into the Continuity of Care Agreement with ADAMH and Twin Valley, the following shall apply:

16.1.1. *Lead Provider Assigned* Twin Valley Behavioral Healthcare, all other OhioMHAS Regional Psychiatric Hospitals, The Ohio State University, Mount Carmel Hospital, Riverside Methodist Hospital, any other inpatient hospital providing care for the uninsured and the Crisis Stabilization Unit (CSU) shall assign/link all new members to a Lead Provider for all clinically appropriate community services, and/or care coordination including state hospitalizations.

a. The hospitals/CSU shall work with the member to make an assignment that considers member choice and needs, and that considers provider location, services and service capacity.

b. The Lead Provider shall be subject to the requirements of Article 15.14 only during the period when the member's SmartCare eligibility record reflects assignment of the member to the Lead Provider.

c. The effective date of Lead Provider assignment shall be the later date of either:

i. member hospitalization, or

ii. Provider notification of the assignment from TVBH;

iii. Member's Consent for Treatment documented on the TVBH Supplied Consent Form.

16.1.2. *Acceptance of Members* The Lead Provider shall accept all members with SPMI assigned by the participating hospital/CSU and shall provide services to such members under this Contract. Services will be rendered as outlined in the Providers' ASP and the Continuity of Care Agreement. Services shall be provided to all members until the member is transferred or terminated in accordance with Section 4.8.

a. The Provider agrees to:

i. Accept all referrals from participating hospitals and the CSU consistent with Section 4.8 of this Contract and commensurate with proportion of allocation for this service, including referrals of consumers with no payor source.

ii. Keep participating hospitals and crisis stabilization units informed of names and contact information for hospital linkage clinicians, clinical supervisors and others performing work under this agreement.

iii. Submit quarterly activity reports to the ADAMH Board of all hospital admissions that require assessment to link or appointment to do so post discharge, with other identifying information as requested.

b. If the Provider violates this Section 16.1 and refuses referrals the ADAMH Board shall document such violations. The ADAMH Board may review the pattern of referrals and may take appropriate action, including, but not limited to suspending future referrals and withholding ADAMH–service payments.

c. If there are disputes, regarding Section 16.1, the Provider shall provide services to the member until the dispute is resolved. Reimbursement for services under dispute shall be made in accordance with applicable requirements.

16.1.3. *Member Request for Another Lead Provider* In the event that the member requests a transfer to another Lead Provider, the Lead Provider shall encourage the member to address any concerns with the member's current Lead Provider. The current Lead Provider shall cooperate fully in the transfer to the new Lead Provider, including, but not limited to the transfer of records and other information to ensure continuity of care, subject to the requirements of applicable law.

**16.2. Inpatient/Crisis Care Utilization** This Section 16.2 applies to all members assigned to the Lead Provider in accordance with Section 16.1.1.

16.2.1. The following procedures outline the utilization and monitoring of inpatient and crisis care use:

a. The Lead Provider shall have a Strategic Action Plan for Crisis and Hospitalization Management, updated annually and submitted as a component of the Agency Services Plan that is focused on risk reduction, programmatic efficiency, fiscal management, and achieving clinically sound and satisfying results for consumers and families. The plan shall offer well–defined strategies for the crisis prevention, crisis intervention and resolution, and crisis post–intervention phases and shall identify the specific clinical, utilization management, technological and fiscal action steps, timelines and lead persons responsible for plan implementation. The Board and Provider shall routinely monitor the effectiveness of the plan.

b. The Lead Providers shall work with TVBH and all other hospitals to conduct discharge planning in a timely manner.

c. The ADAMH Board reserves the right to conduct utilization reviews on hospitalized individuals and will work with the hospital staff and the Lead Provider staff when it is determined that further action is warranted. The results of the ADAMH Board's utilization review will be forwarded to the lead provider within three (3) business days of the review.

d. The Provider, the hospital and the ADAMH Board will work together to coordinate utilization review.

16.2.2. If the Lead Provider disagrees with any decision made by the staff at TVBH which affects the Lead Provider under this Contract, the Clinical and Discharge Dispute Process in the Continuity of Care Agreement shall be used to seek resolution to this disagreement.

**16.3. Residential Care Facilities and Service Enriched Housing** Providers shall ensure continuity of care for all clients residing in ADAMH–funded Residential Care Facilities and Permanent Supportive Housing units.

## Article 17. Miscellaneous

**17.1. Attachment Incorporation** The attachments are hereby incorporated as a part of this Contract. In the event that any section of any attachment is inconsistent with any requirement of this Contract, the terms of this Contract shall be binding on the parties unless otherwise legally required.

**17.2. Debarment and Suspension** The Provider certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal department or agency.

**17.3. Entire Agreement** It is acknowledged by the parties hereto that this Contract supersedes any and all previous written or oral agreements between the parties concerning the subject matter of this Contract.

**17.4. Severability** Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to Article 14 of this Contract.

**17.5. Notices** All notices, requests and approvals shall be made in writing and shall be deemed to have been properly given if and when personally delivered or sent, postage prepaid, by certified mail:

TO: ADAMH BOARD OF FRANKLIN CO
447 E BROAD ST
COLUMBUS OH 43215-3822
Mysheika W. Roberts, MD, MPH

TO: _____
(COMPANY)
Columbus Public Health

_____
(ADDRESS)
240 Parsons Avenue, Columbus, OH 43215

_____
(CITY, STATE, ZIP)

**17.6. Governing Law** This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio.

**17.7. Captions** The paragraph captions and headings in this Contract are inserted solely for the convenience of the parties and shall not affect the interpretation or construction of this Contract or any of the terms of this Contract

**17.8. Waiver** The waiver of breach of any term of this Contract shall not be interpreted as waiver of any other term of this Contract.

**17.9.** Electronic Signatures This Contract may be executed by electronic signatures or signatures delivered through electronic facsimile. The parties shall use commercially reasonable efforts to deliver to each other a fully executed original following the initial closure of the Contract through facsimile or electronic copies. Copies of such signatures so delivered shall be deemed originals.

**17.10. Unresolved Findings of Recovery** Ohio Revised Code (O.R.C.) §9.24 prohibits the ADAMH Board from awarding a contract to any party against whom the Auditor of the State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of the award. By signing this Agreement, Provider warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under O.R.C. §9.24.

**17.11. Anti–Discrimination Provisions** Per Ohio Revised Code, Provider warrants and agrees to the following:

17.11.1. That in the hiring of employees for the performance of work under the contract or any subcontract, Provider shall not, by reason of race, color, religion, sex, sexual orientation, Vietnam–era veteran status, age,

handicap, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified to perform the work in which the contract relates; and

17.11.2. That neither Provider nor any of its subcontractors or any person acting on behalf of Provider shall in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, sexual orientation, Vietnam–era veteran status, age, handicap, national origin, or ancestry.

17.11.3. Provider warrants that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in section 122.71 of the Ohio Revised Code. Annually, Provider shall file a description of the affirmative action program and a progress report on its implementation with the Ohio civil rights commission and the minority business development office established under section 122.92 of the Ohio Revised Code.

**17.12. Independent Status of the Provider**

17.12.1. The parties will be acting as independent contractors. The partners, employees, officers, and agents of one party will act only in the capacity of representatives of that party and not as employees, officers, or agents of the other party and will not be deemed for any purpose to be such. Each party assumes full responsibility for the actions of its employees, officers, and agents, and agents while performing under this Contract and will be solely responsible for paying its people. Each party will also be alone responsible for withholding and paying income taxes and social security, workers compensation, disability benefits and the like for its people. Neither party will commit, nor be authorized to commit, the other party in any manner.

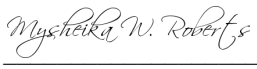
17.12.2. The Provider shall have no claim against ADAMH for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or other employee benefits or any kind.

[*No further text on this page; signature page follows.*]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers as of the day and year first above written.

THE ALCOHOL, DRUG AND MENTAL HEALTH BOARD OF FRANKLIN COUNTY

Erika Clark Jones, CEO
Alcohol, Drug and Mental Health Board of Franklin County



Provider CEO Signature

Mysheika W. Roberts, MD, MPH

Provider CEO Name (Print)

Mysheika W. Roberts, MD, MPH

Provider Name

NPI NUMBER (NPID): 35.084988

APPROVED AS TO FORM:

G. Gary Tyack
Prosecuting Attorney
Franklin County, Ohio

By: Jeanine Hummer

Assistant Prosecuting Attorney

Date: 01/06/2023

## SUMMARY OF ATTACHMENTS

| Attachment | Description |
|---|---|
| **1** | Allocation summary identifying MH and SUD allocations by ADAMH–services and by block grants. |
| **2** | List of Policies of the ADAMH Board which are applicable to Contract services |
| **3** | Essential Reports and Data Submissions |
| **7** | Disclosure of Lobbying Activities |
| **9** | ADAMH Board Insurance Limits |
| **10** | ADAMH Board Contract Reconciliation Procedures |
| **11** | ADAMH Board Value-based Contracting Incentive Program |
| **18** | Dun and Bradstreet DUNS Number (required for all Federal Funds) |
| **20** | Outcome Data Submissions |
| **21** | OhioMHAS Contract Agency Assurance Statement, Certifications and Disclosure of Lobbying Activity |
| The ADAMH Board may exclude individual attachments not applicable to specific providers from this contract. | |

# Contract Year (KY) 2023 Planned Allocation Summary

*Attachment 1*

***Provider:*** ***COLUMBUS HEALTH DEPARTMENT***

| *Allocation Line* | *Allocation Line Subtype* | *Allocation Amount* | *Hold Amount* *Hold Reason* | *Carry over* | *Project* | *Project Description* | *CFDA#-If applicable* | *Encounter Claim Status*** |
|---|---|---|---|---|---|---|---|---|
| Block Grants | | | | | | | | |
| Prevention | Foundational Payment for Infrastructure and Operations | $10,000.00 | | | H1014 | Levy | | Exempt |
| Prevention | NA | $27,942.48 | | | H1014 | Levy | | Exempt 80%T |
| Prevention | NA | $12,400.00 | | | H2863 | OhioMHAS State Prevention & Wellness | | Exempt 80%T |
| Prevention | NA | $12,400.00 | $12,400.00 Award | | H2864 | OhioMHAS State Prevention & Wellness | | Exempt 80%T |
| Prevention | NA | $465,708.00 | | | H5053 | OhioMHAS 3G40 Federal AoD SAPT Prevention Per Capita | 93.959 | Exempt 80%T |
| Prevention | NA | $465,708.00 | $465,708.00 Award | | H5054 | OhioMHAS 3G40 Federal AoD SAPT Prevention Per Capita | 93.959 | Exempt 80%T |
| Treatment | Addiction Treatment Program - ATP Provider Admin | $6,641.33 | $6,641.33 Program | | H2343 | OhioMHAS State AoD Addiction Treatment Program (ATP) | | Exempt |
| Treatment | NA | $526,042.63 | | | H1014 | Levy | | Required |
| Treatment | Women’s Treatment | $50,837.50 | | | H5243 | OhioMHAS 3G40 Federal AoD SAPT Block Grant (Women's Treatment) - | 93.959 | Exempt |
| Treatment | Women’s Treatment | $50,837.50 | $50,837.50 Award | | H5244 | OhioMHAS 3G40 Federal AoD SAPT Block Grant (Women's Treatment) - | 93.959 | Exempt |
| ***Total:*** | Block Grants | $1,628,517.44 | $535,586.83 | | | | | |

**ADAMH Board of Franklin County**

# *Contract Year (KY) 2023 Planned Allocation Summary*

***Attachment 1***

***Provider:*** ***COLUMBUS HEALTH DEPARTMENT***

| *Allocation Line* | *Allocation Line Subtype* | *Allocation Amount* | *Hold Amount* *Hold Reason* | *Carry over* | *Project* | *Project Description* | *CFDA#-If applicable* | *Encounter Claim Status*** |
|---|---|---|---|---|---|---|---|---|
| ***Total for provider:*** | | $1,628,517.44 | $535,586.83 | | | | | |

***Notes:***

***1. The contract year allocations are contingent on receipt of planned federal, state, and local award amounts to ADAMH.***

***2. **Encounter Claim Status: Required - Block grant requires encounter claims, Exempt - Block grant is exempted from encounter claims, Exempt 80%T - Block grant requires encounter claims, but does not have to meet the 80% threshold.***

***3. The state fiscal year (SFY) is indicated by the last digit of the project code.***

***4. Y in the Carry over column indicates that the allocation amount is carried over from the prior contract year to the current contract year and needs to be used before using other allocations for the block grant when available..***

***5. Allocation Line Subtype - The value NA in this column indicates that this column is "not applicable" for the block grant.***

***Signature Executive Director:*** Mysheika W. Roberts ***Date:*** 01/06/2023

***Tuesday, January 3, 2023***

# ATTACHMENT 2

## List of Policies, Procedures and Other Documentation Applicable to Services Rendered by Providers

- ADAMH Board Policies:
  - Fiscal Policies**:**
    - F.02.010 Definition of Service Provider
    - F.02.020 Service Provider Contracts
    - F.02.030 Service Provider Allocations
    - F.02.040 Service Provider Budgets
    - F.02.060 Service Provider Budget/ASP Review
    - F.02.070 Technical Review of Provider Budgets
    - F.02.110 Block Grant Payments
    - F.02.120 Advance Payments
    - F.02.130 Central Pharmacy
    - F.02.230 Service Provider Payment Reconciliation
    - F.02.250 Service Provider Compliance
    - F.03.140 Provider Contract Payables: Block Grants
  - Enterprise Policies:
    - E.01.010 Enterprise System Policies and Definitions
    - E.01.020 Enterprise System Report and Data Requests
    - E.01.030 Enterprise System Client Records
    - E.01.040 Enterprise System Data Validation and Verification
    - E.02.010 Acceptable Use
    - E.02.020 Account Management
    - E.02.030 User Account Audits
    - E.03.010 Enterprise System Manuals
    - E.03.020 Enterprise System Training
    - E.03.030 Provider Technical Assistance
    - E.04.010 Member Benefit Plans
    - E.04.020 Provider Contracts
    - E.04.030 Provider Rate Schedules
    - E.04.040 ADAMH Procedure Code Taxonomy
    - E.04.050 Organizational Members

These documents may be obtained by submitting a request to the Clinical Management Team of the ADAMH Board.

- E.04.060 Subsidy Scale Administration
- E.05.010 Consumer Eligibility for Services
- E.05.020 Consent, Authorization and Release
- E.05.030 Member Enrollment
- E.05.040 Member Updates
- E.05.050 Member Renewals
- E.06.010 Claim Submission
- E.06.020 Medicaid Eligibility Verification
- E.06.030 Coordination of Benefits
- E.06.040 Claim Adjudication
- E.06.050 Claim Review and Verification
- E.06.060 Claim Corrections
- E.06.070 Service Authorization Requests
- E.06.080 Encounter Data

- Organizational Policies
  - O.02.190 Capital Requests
  - O.03.310 Provider Performance Monitoring

- Continuity of Care Agreement

These documents may be obtained by submitting a request to the Clinical Management Team of the ADAMH Board.

# ATTACHMENT 3
Essential Reports and Data Submissions

| Title | Applicable Provider Agencies | Frequency | Required By | Due Date(s) |
|---|---|---|---|---|
| ADAMH Crisis Discharge Report | Providers of identified ADAMH-funded services; see section 7.6.2 and Attachment 20 of this contract | Monthly | ADAMH | 15th of each month for discharges that occurred during the prior calendar month |
| ADAMH Risk & Resilience Questionnaire Data | Providers of identified ADAMH-funded services; see section 7.6.2 and Attachment 20 of this contract | Monthly | ADAMH | 15th of each month for expected outcomes administrations occurring during the prior calendar month |
| ADAMH Transitional Housing Move-Out Report | Providers of identified ADAMH-funded services; see section 7.6.2 and Attachment 20 of this contract | Monthly | ADAMH | 15th of each month for move-outs that occurred during the prior calendar month |
| AOT/Forensic Monitors Update Report | Twin Valley Behavioral Healthcare Community Support Network | Monthly | ADAMH | 15th of each month |
| Brief Addiction Monitor Data | Providers of identified ADAMH-funded services; see section 7.6.2 and Attachment 20 of this contract | Monthly | ADAMH | 15th of each month for expected outcomes administrations occurring during the prior calendar month |
| | | | | |
| IDDT/ACT Team Admission/Termination Rosters | Providers delivering ADAMH-funded IDDT/ACT services | Monthly | ADAMH | As needed |
| OQ Measures OQ-45.2 Data | Providers of identified ADAMH-funded services; see section 7.6.2 and Attachment 20 of this contract | Monthly | ADAMH | 15th of each month for expected outcomes administrations occurring during the prior calendar month |
| OQ Measures Y-OQ 30.2 Data | Providers of identified ADAMH-funded services; see section 7.6.2 and Attachment 20 of this contract | Monthly | ADAMH | 15th of each month for expected outcomes administrations occurring during the prior calendar month |

| Title | Applicable Provider Agencies | Frequency | Required By | Due Date(s) |
|---|---|---|---|---|
| Perceived Stress Scale | Providers of identified ADAMH-funded services; see section 7.6.2 and Attachment 20 of this contract | Monthly | ADAMH | 15th of each month for expected outcomes administrations occurring during the prior calendar month |
| Recovery Assessment Scale | Providers of identified ADAMH-funded services; see section 7.6.2 and Attachment 20 of this contract | Monthly | ADAMH | 15th of each month for expected outcomes administrations occurring during the prior calendar month |
| SUD Pregnant Women Referral Tracking | Substance Abuse Prevention and Treatment Block Grant (SAPT)-funded providers | Monthly | ADAMH | 15th of each month for prior calendar month service referrals |
| Client Complaints & Grievances Reports | All | Quarterly | ADAMH | 1st Q - April 14, 2023<br>2nd Q - July 14, 2023<br>3rd Q - October 13, 2023<br>Year-end Report - January 15, 2024 |
| Client Counts and Demographics for ADAMH Services to Individuals Not Uniquely Enrolled | Providers delivering services to clients not uniquely enrolled in the current enterprise system; see section 7.6.4 and Attachment 20 of this contract | Annually | ADAMH | Programs operating on a calendar year: January 31, 2024<br>Programs operating on an academic year: June 30, 2023<br>Summer programming; September 15, 2023 |
| Developmental Disability Clinical Specialist Report | Netcare | Quarterly | ADAMH | 1st Q - April 14, 2023<br>2nd Q - July 14, 2023<br>3rd Q - October 13, 2023<br>Year-end Report - January 15, 2024 |
| OhioMHAS Block Grant Expenditure/GFMS Reports | OhioMHAS-funded providers | Quarterly | OhioMHAS | As specified |
| Provider Audit Corrective Action Plan Updates | As indicated | Quarterly | ADAMH | As specified |
| Six Month Incident Data Report | All | Semiannually | ADAMH; OhioMHAS | 1st Six Months - July 31, 2023<br>2nd Six Months - January 31, 2024 |
| Agency Services Plan Document Set | All | Annually | ADAMH | KY24 - Oct. 13, 2023 |
| CyberSecurity Risk Assessment | All | Annually | ADAMH | KY24 - Oct. 13, 2023 |

| Title | Applicable Provider Agencies | Frequency | Required By | Due Date(s) |
|---|---|---|---|---|
| Provider Annual Contract Year Budget | All | Annually | ADAMH | KY24 - Oct. 13, 2023 |
| Audit Memorandum of Understanding | All | Annually | ADAMH | 4 months after Provider's fiscal year end (If audit completed prior to 4 months, then MOU is due prior to audit) |
| Evidence of Insurance Coverage | All | Annually | ADAMH; OhioMHAS | As specified |
| Federal & State Block Grant Year-End Fiscal & Service Reports | Recipients of pass-through state or other government funds | Annually | OhioMHAS; Other Government Entity | As specified |
| Final Block Grant Funding Request Form | All | Annually | ADAMH | KY22 - Feb. 15, 2023 (due by the contractual claim file deadline each year) |
| Annual Block Grant Expense Reports | All | Annually | ADAMH | KY22 – Feb. 28, 2023 |
| Financial and Compliance Audit | All | Annually | ADAMH; OhioMHAS | 6 months after Provider's fiscal year end |
| Signed Contract Year Expenditure/Payment Reconciliation Report | All | Annually | ADAMH | As specified |

# ATTACHMENT 7

## DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348–0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

| 1. **Type of Federal Action:** | 2. **Status of Federal Action** | 3. **Report Type:** |
|---|---|---|
| ☐ a. contract<br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | ☐ a. bid/offer/application<br>b. initial award<br>c. post–award | ☐ a. initial filing<br>b. material change<br>**For Material Change Only:**<br>Year _____ Quarter _____<br>date of last report _____ |

| 4. **Name and Address of Reporting Entity:** | 5. **If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** |
|---|---|
| ☐ Prime ☐ Subawardee<br>Tier _____ , if known: _____<br>**Congressional District**, *if known:* _____ | **Congressional District**, *if known:* _____ |
| 6. **Federal Department/Agency:** | 7. **Federal Program Name/Description:**<br>**CFDA Number**, *if applicable:* _____ |
| 8. **Federal Action Number,** if known: | 9. **Award Amount,** if known:<br>$ |
| 10. a. **Name and Address of Lobbying Entity** *(if individual, last name, first name, MI):* | b. **Individuals Performing Services** *(including address if different from No. 10a.) (last name, first name, MI):* |
| 11. **Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi–annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.** | **Signature:** _____<br>**Print Name:** _____<br>**Title:** _____<br>**Telephone No.:** _____ **Date:** _____ |
| **Federal Use Only:** | Authorized for Local Reproduction<br>Standard Form—LLL (Rev. 7–97) |

# INSTRUCTIONS FOR COMPLETION OF SF–LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF–LLL–A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow–up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 [e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency]. Include prefixes, e.g., ‘‘RFP–DE–90–001.’’
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

Approved by OMB
0348–0046

**DISCLOSURE OF LOBBYING ACTIVITIES**
**CONTINUATION SHEET**

**Reporting Entity:** _____ **Page** _____ **of** _____

Authorized for Local Reproduction
Standard Form—LLL–A

# ATTACHMENT 9
## INSURANCE LIMITS
Treatment Providers

Note: ADAMH Board of Franklin County shall be named as an additional insured for all coverages listed below:

**A. General Liability**

1. In an amount of at least $1,000,000 each occurrence/$3,000,000 general aggregate

2. In an amount of at least $3,000,000 products aggregate. Coverage shall include any volunteers employed by the provider.

**B. Professional Liability**

In an amount of at least $1,000,000 on each claim/$3,000,000 annual aggregate. Occurrence form if available. If Claims–Made form, then must have continuous retroactive coverage from date the first policy was written. Coverage shall include any volunteers providing professional services for the agency.

**C. Employers' Liability**

In an amount of at least $100,000 each person/$100,000 each disease/$500,000 each policy.

**D. Automobile**

1. In an amount of at least $1,000,000 Combined Single Limits for vehicles not carrying passengers.

2. In an amount of at least $3,000,000 Total Limits (Auto and Umbrella) for vehicles/vans carrying up to 10 passengers at any one time.

3. In an amount of at least $5,000,000 Total Limits (Auto and Umbrella) for vans/busses carrying more than 10 passengers at any one time. $1,000,000 Combined Single Limits for Non-Owned and Hired Automobile if provider has exposure for this liability.

**E. Workers' Compensation**

As required by the State of Ohio

**F. Employee Dishonesty**

Limits should be equal to the amount of funds passed on to the Provider.

**G. Directors and Officers and/or Errors and Omissions Insurance**

1. In an amount of at least $1,000,000 each occurrence/$3,000,000 general aggregate

2. In an amount of at least $3,000,000 products aggregate. Coverage shall include any volunteers employed by the Provider

# INSURANCE LIMITS
## Non–Treatment Providers

Note: ADAMH Board of Franklin County shall be named as an additional insured for all coverages listed below:

**A. General Liability**

1. In an amount of at least $500,000 each occurrence/$1,000,000 general aggregate.

2. In an amount of at least $1,000,000 products aggregate. Coverage shall include volunteers employed by the Provider.

**B. Automobile**

In an amount of at least $1,000,000 Combined Single Limits for Non-Owned and Hired Automobile if provider has exposure for this liability.

**C. Workers Compensation**

As required by the State of Ohio.

# INSURANCE LIMITS

## Non–Treatment Providers Who Transport Members

Note: ADAMH Board of Franklin County shall be named as an additional insured for all coverages listed below:

**A. General Liability**

1. In an amount of at least $1,000,000 each occurrence/$3,000,000 general aggregate

2. In an amount of at least $3,000,000 products aggregate.

3. Coverage shall include any volunteers employed by the Provider.

**B. Automobile**

1. In an amount of at least $1,000,000 Combined Single Limits for vehicles not carrying passengers.

2. In an amount of at least $3,000,000 Total Limits (Auto and Umbrella) for vehicles/vans carrying up to 10 passengers at any one time.

3. In an amount of at least $5,000,000 Total Limits (Auto and Umbrella) for vans/busses carrying more than 10 passengers at any one time. $1,000,000 Combined Single Limits for Non-Owned and Hired Automobile if Provider has exposure for this liability.

**C. Workers Compensation**

As required by the State of Ohio.

# ATTACHMENT 10
## Contract Reconciliation Procedures

**A. Purpose:** To ensure that ADAMH Board payments equal amounts earned through claims submission, block grant reports, and state reported expenses.

**B. Expenditure/Payment Reconciliation Procedures:**

1. Timelines—Expenditure/Payment Reconciliation:

   a. The expenditure/payment reconciliation will begin in the first week in March. Reconciliation schedules will be sent to Providers by April month end.

   b. Block grant payment reconciliation will begin as soon as Provider's year–end block grant expense reports are received, and payments are made. To ensure accurate and timely contract payment reconciliation, the Provider shall submit its correctly completed final Block Grant Funding Request and Block Grant Expense Report for the year no later than contractual claim file submission deadline. ADAMH shall not accept any block grant reports after this deadline. The Provider shall forfeit any funds not drawn down or reported as expenses by this deadline

   c. Reconciliation payments between ADAMH and the Provider will not occur until a "final" reconciliation schedule is obtained by ADAMH Board of Franklin County via one of the following:

      i. A signed reconciliation schedule showing agreement with the reconciled totals, or

      ii. By May month–end no written disagreement has been submitted by the Provider

   d. If payment is due from the ADAMH Board, payment will be remitted within 60 days of receiving the signed reconciliation schedule.

   e. If payment is due from the Provider, the ADAMH Board will invoice the Provider within 60 days of receiving the signed reconciliation schedule.

   f. On receipt of an ADAMH Board invoice, the Provider will remit payment to the ADAMH Board within 60 days. If the Provider is unable to pay in full within 60 days, arrangements can be made for extended repayment. If payment is not remitted in the full receivable amount listed on reconciliation schedule within 60 days of the invoice, and the Provider has not arranged for extended repayment, the ADAMH Board will deduct the receivable amount from the Provider's current and/or future fiscal year allocations and/or payments. If the Provider fails to honor the terms of any extended repayment plan, the ADAMH Board will deduct any outstanding receivable from the Provider's current and/or future fiscal year allocations and/or payments.

2. Expenditure/Payment Reconciliation

   a. The ADAMH Board will prepare an Expenditure/Payment Reconciliation Schedule for each Provider.

   b. The Expenditure/Payment schedule will reflect actual block grant expenses through year–end Block Grant Funding Request Forms, actual encounter claimed block grant expenses and accepted/approved units through the current enterprise system and State Reports (i.e. Central Pharmacy). The expenses will be compared to ADAMH allocations and ADAMH payments.

   c. Providers who have not submitted encounter data for at least 80% of all block grant expenses or approved units as defined in Attachment 1 for each Contract Year 2022 block grant may be required to reimburse ADAMH for unearned/unclaimed payments from ADAMH.

i. Encounter claims must be for services delivered from January 1 through December 31 for the contract year being addressed.

ii. Encounter claim submissions must be in compliance with all of the other contractual claiming requirements (e.g. contractual claim file deadline, billing terms, etc.)

iii. Each block grant requiring encounter claims will be evaluated independently to ascertain if the threshold has been met. If the aggregated valid encounter claim dollar value or approved units submitted against each block grant does not equal the minimum percentage for a given Contract Year of the value of the block grant, then the Provider will be required to reimburse ADAMH for the variance. Example (90% minimum):

A) Block Grant Allocation = $50,000

B) Valid Encounter Claims submitted = $42,000

C) Post-Reconciliation Provider Liability = $3,000 ($50,000x0.9=$45,000; $45,000-$42,000=$3,000 liability)

iv. The lesser of each applicable block grant's annual allocation amount or reported expense will be used as the basis for determining the minimum value of encounter claims required to substantiate each block grant.

d. ADAMH Board of Franklin County Allocations will be compared a combination of actual expenditures and encounter claims for block grants. Differences will be reflected in the schedule as ADAMH payable to the Provider or ADAMH (receivable) from the Provider.

e. Upon receipt of the ADAMH prepared reconciliation schedule, the Provider will review for accuracy. If the schedules represent an accurate statement, the Provider's executive director will sign and date the schedule. The signed original will be returned to the ADAMH Board, where a payment or an invoice may be generated based on the reconciliation.

3. Incentive Payment Requirements and Reconciliation

a. Incentives reimbursed via Block Grants are subject to all requirements of Attachment 10, Sections B(1) and B(2).

4. Performance Utilization Pool

a. The decision to fund a Performance Utilization Pool (PUP) will be made by the ADAMH Board on an annual basis.

b. In the event that ADAMH funds the PUP, funds will be distributed to eligible Providers after the reconciliation is finalized and signed by the Provider CEO.

c. PUP distributions will be made per Section 11.6.1 of the ADAMH/Provider contract.

5. Federal Funds Report Summary

a. For Federal funding sources, ADAMH will prepare upon request a summary for each payment group and federal fund.

b. The schedule will reflect an accrual basis of accounting.

c. The schedule will show the CFDA # as required under federal auditing guidelines.

d. All federal funds paid to the Provider for the Fiscal Year will be listed by payment group.

e. Upon receipt of the ADAMH prepared Federal schedule, the Provider will review this information for accuracy.

# ATTACHMENT 11

## ADAMH Board Value-Based Contracting Incentive Program

1. Outcome Submission Incentive Program
    a. Eligibility: All Providers that submit encounter claims in ADAMH's enterprise system
    b. Requirements: Submissions of outcome data for all applicable system of care (SOC) allocations based on Provider's budgeted services that require encounter claiming per 7.6.2 and Attachment 20
    c. Incentive Payments:
        i. Foundation Payment: Each Provider may request a foundation payment of up to $10,000 to offset technology (e.g., tablets, EHR system enhancements) or other costs associated with collecting outcome data or ensuring quality care and positive client outcomes
            1. Providers shall request reimbursement through the monthly block grant funding request process
            2. Providers will be required to submit a year-end block grant expense report for foundation payments per Article 11 of this contract
        ii. Outcome Submission Incentive Payments: Providers will be eligible to receive up to two incentive payments in Contract Year 2023
            1. The first payment will be based on encounter claims and outcomes collected for dates of service between January 1, 2023and June 30, 2023submitted by August 15, 2023
            2. The second incentive payment will be based on encounter claims and outcomes collected for dates of service between July 1, 2023and December 31, 2023submitted by February 15, 2024
            3. Semi-Annual payments will be based on the volume of outcomes submissions
                a. Incentives for outcomes submissions are valued at $25 per qualifying outcome received
                b. The maximum amount that can be earned is $50,000 per 6-month incentive period

# ATTACHMENT 18

Dun and Bradstreet DUNS Number

In accordance with the Code of Federal Regulations (CFR): 2 part 25, the Ohio Department of Mental Health and Addiction Services (OhioMHAS) request County Boards to obtain a DUNS number from each of its Service Provider who receives federal funding that pass-through OhioMHAS. D-U-N-S, is a proprietary system developed and regulated by Dun and Bradstreet that assigns a unique numeric identifier, referred to as a "DUNS number" to a single business entity.

Please provide the Board with the following:

Service Provider's Name as registered with Dun and Bradstreet:
Mysheika W. Roberts, MD, MPH

Date registered with Dun and Bradstreet:
01/06/2023

DUNS number:
932901762

# ATTACHMENT 20
# OUTCOMES DATA SUBMISSIONS

## General Scope

ADAMH contract providers shall submit any data they have collected according to the specifications outlined in this attachment. The data expectations below are based on the standardized ADAMH Evaluation Framework measures of client outcomes and client volumes/demographics. Reporting expectations for each system of care and identified programs/services are specified in the outcomes expectations memo delivered with approved provider budgets. These outcome data submissions apply to client-oriented ADAMH-paid services, i.e., direct services delivered to one or more individuals, for which ADAMH *requires* encounter claims. The following types of investments are **EXCLUDED** from the scope of these data expectations:

- Advertising/marketing campaigns (Z5042, Z5045)
- Capacity building or infrastructure
- Capital improvements
- Operational or administrative expenses
- Planning and consultation (Z1658, Z1665, Z1727, Z1985, Z4002, Z5110)
- Sponsorships or awards
- Supplies and materials (Z2028)
- Systems-level/macro practice (Z5016, Z5017, Z5019, Z5020, Z5021, Z5025, Z5028, Z5044, Z5060, Z5111, Z5117, Z5129)

## All categories

Client counts and demographics

Client volume and demographic characteristics are vital to accurately assessing outcomes and the equity of delivered services. For claims involving enrolled members, client volume and demographic characteristics will be derived from member records and associated ADAMH-paid claims in our enterprise system. For claims involving organizational clients, two separate data collections are outlined here.

- Aggregate Client Count and Demographics
    - **Contributes to performance measures**: number of clients served; equity analysis
    - **Applicable population**: Individuals receiving prevention or family supports services which are claimed at the organizational client level
    - **Data collection**: tracked by service location/site as services are rendered
    - **Data submission**: Submit aggregate client counts and demographics once per year, per program via ADAMH online form. Each program will have one deadline based on program operations (academic year, summer, or calendar year).
- Client Roster with Demographics
    - **Contributes to performance measures**: number of clients served; equity analysis
    - **Applicable population**: Individuals receiving one-on-one supports in the family supports system of care category (Family Advocate Program, Mentor Program)
    - **Data collection**: tracked by service location/site as services are rendered
    - **Data submission**: Submit roster and demographics each quarter via ADAMH-supplied Excel workbook template

## Client Satisfaction

Providers in all system of care categories shall promote our client satisfaction survey during two identified periods per year. No later than 30 days prior to the survey period start, ADAMH will notify providers of the survey period window, provide guidance on the client population to be surveyed, and make surveying materials available to providers. Providers will distribute the surveying materials

according to ADAMH guidelines during the surveying period. ADAMH will publish a report of the survey results at least once per year.

## System of Care Category: Crisis Services

Discharge disposition
Measures the proportion of clients receiving ADAMH-funded services who are discharged and not placed in inpatient or other similarly restrictive, costly level of care.

- **Contributes to performance measure:** increased discharges to lower acuity levels of care
- **Applicable population:** Individuals receiving at least one of the following crisis services:
    - Psychiatric urgent care and observation (Z3036, Z3040)
    - Crisis stabilization (Z3007, Z3037, Z3041)
    - Short-term MH residential (Z3030, Z3038, Z3042)
- **Data collection:** document information at discharge
- **Data submission**: Submit aggregate counts of discharges, dispositions, and client demographics each month via ADAMH online form
- **Incentive-qualifying outcome:** number of clients with a reported discharge disposition

## System of Care Category: Family Supports

Perceived Stress Scale (PSS)
A 10-item global self-report assessment of stress developed by Cohen, Kamarch, & Mermelstein.

- **Contributes to performance measure:** reduced stress
- **Applicable population:** individuals receiving respite services (Z1977, Z1990) or one-on-one supports (Family Advocate Program, Mentor Program)
- **Data collection:** administer online at intake (baseline) and 90 days later (follow-up)
- **Data submission:** Submit individual responses each month via ADAMH online from or ADAMH-supplied Excel workbook template
- **Incentive-qualifying outcome:** number of baseline and follow-up administrations matched to an individual receiving qualifying services (limit 2 per client per incentive period)

## System of Care Category: Housing

Move-out disposition
Disposition indicating whether permanent housing was obtained at move-out.

- **Contributes to performance measure:** positive transition from temporary housing
- **Applicable population:** residents of transitional housing (Z0300), temporary housing (Z1112), or recovery residence (Z0911, Z0912).
- **Data collection:** document information at move-out
- **Data submission:** Submit aggregate counts of move-outs, dispositions, and client demographics each month via ADAMH online form
- **Incentive-qualifying outcome:** number of clients with a reported move-out disposition

## System of Care Category: Prevention

ADAMH Risk & Resilience Questionnaire
An instrument that combines the personal resilience subscale of the Child & Youth Resilience Measure-Revised (CYRM-R) with AOD risk items aligned to Ohio Healthy Youth Environments Survey (OHYES) assessment of substance use behaviors.

- **Contributes to performance measures**: increased knowledge of risk of using alcohol & other drugs, increased resiliency
  **Applicable population**: Participants in youth-oriented prevention programming as identified based on the provider's Agency Service Plan and specified on the provider's Outcomes Expectations Memo

- **Data collection**: administer at end of service (post-only)
- **Data submission**: Submit individual responses each month via ADAMH online form
- **Incentive-qualifying outcome**: number of questionnaire responses

### System of Care Category: Recovery Supports

Recovery Assessment Scale (RAS) (24-Item)
Self-report assessment of factors related to progress in recovery.

- **Contributes to performance measure:** improved or maintained recovery
- **Applicable population:** Adults (age 18 and older) receiving at least one of the following recovery support services:
    - Peer support (H0038, Z1703)
    - Clubhouse (H2031)
    - Employment services (H2023, Z1300, Z1301, Z1302, Z1303, Z1304, Z1306)
    - Financial counseling (Z1975)
    - Individualized recovery supports (Z0171, Z1358)
    - Supportive services in a housing setting (Z1251, Z1970)
- **Data collection:** administer at intake and every 6 months until discharged
- **Data submission:** Entry in OQ-Analyst or dedicated online collection system, either directly or via EHR integration, transmitted to ADAMH at least monthly
- **Incentive-qualifying outcome:** number of RAS administrations matched to an individual receiving qualifying services (limit one per client per incentive period)

### System of Care Categories: Recovery Supports and Treatment

Brief Addiction Monitor (BAM)
Self-report assessment of substance use, risk, and protective factors.

- **Contributes to performance measure:** reduced substance use
- **Applicable population:** Adults (age 18 and older) with a substance use disorder (SUD) diagnosis (not including nicotine) on their claims receiving at least one of the treatment and/or recovery support services as described under OQ-45.2 or Recovery Assessment Scale above.
- **Data collection:** administer at intake and every 6 months until discharged
- **Data submission method:** Entry in OQ-Analyst system, either directly or via EHR integration, transmitted to ADAMH at least monthly
- **Incentive-qualifying outcome:** number of BAM administrations matched to an individual receiving qualifying services (limit one per client per incentive period)

### System of Care Category: Treatment

OQ Measures OQ-45.2
Self-report assessment of global functioning designed for adults.

- **Contributes to performance measure:** improved functioning
- **Applicable population:** Adults (age 18 and older) receiving at least one of the following treatment services:
    -
    - Individual psychotherapy or counseling (90832, 90833, 90834, 90836, 90838, H0004, Z2000)
    - Family psychotherapy or counseling (90846, 90847, T1006)
    - Group psychotherapy or counseling (90849, 90853, H0005, Z2030)
    - Office or other outpatient visit for a new or established patient (99202, 99203, 99204, 99205, 99211, 99212, 99213, 99214, 99215, 99354, 99355)
    - Home visit for a new or established patient (99341, 99342, 9344, 99345, 99347, 99348, 99349, 99350)

    - SUD ambulatory withdrawal management, intensive outpatient or partial hospitalization (H0014, H0015)
    - Medication-assisted treatment (H0020, J0571, J0572, J0573, J0574, J0575, J2315, J3490, J8499, S5001, T1502)
    - Intensive Home-Based Treatment (H2015, Z1674)
    - Residential treatment (H2036, Z0050, Z0170, Z0201)
- **Data collection:** administer at intake and every 6 months until discharged
- **Data submission:** Entry in OQ-Analyst system, either directly or via EHR integration, transmitted to ADAMH at least monthly
- **Incentive-qualifying outcome:** number of OQ-45.2 administrations matched to an individual receiving qualifying services (limit one per client per incentive period)

OQ Measures YOQ-30.2
Self-report or caregiver-report assessment of global functioning designed for youth.

- **Contributes to performance measure:** improved functioning
- **Applicable population:** Youth (ages 4-17) receiving at least one of the following treatment services:
    - Individual psychotherapy or counseling (90832, 90833, 90834, 90836, 90838, H0004, Z2000)
    - Family psychotherapy or counseling (90846, 90847, T1006)
    - Group psychotherapy or counseling (90849, 90853, H0005, Z2030)
    - Office or other outpatient visit for a new or established patient (99202, 99203, 99204, 99205, 99211, 99212, 99213, 99214, 99215, 99354, 99355)
    - Home visit for a new or established patient (99341, 99342, 9344, 99345, 99347, 99348, 99349, 99350)
    - SUD ambulatory withdrawal management, intensive outpatient or partial hospitalization (H0014, H0015)
    - Medication-assisted treatment (H0020, J0571, J0572, J0573, J0574, J0575, J2315, J3490, J8499, S5001, T1502)
    - Intensive Home-Based Treatment (H2015, Z1674)
    - Residential treatment (H2036, Z0050, Z0170, Z0201)
- **Data collection:** administer in OQ-Analyst system at intake and every 6 months until discharged
- **Data submission:** Entry in OQ-Analyst system, either directly or via EHR integration, transmitted to ADAMH at least monthly
- **Incentive-qualifying outcome:** number of YOQ-30.2 administrations matched to an individual receiving qualifying services (limit one per client per incentive period)

**ATTACHMENT 21**

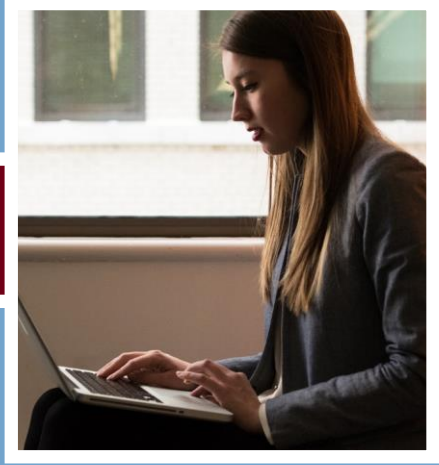
OhioMHAS Contract Agency Assurance Statement Certifications and Disclosure of Lobbying Activity

Ohio Mental Health & Addiction Services

**Mike DeWine**, *Governor*
**Lori Criss**, *Director*

OHIO DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES

# AGREEMENTS AND ASSURANCES FY 23



# Ohio Department of Mental Health and Addiction Services
# SFY2023 Agreements and Assurances

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**Original Release – May 6th, 2022**

**Directions for Completion of Agreement and Assurances by Applicant for Award or Sub-Award:**

1. Type into or select the appropriate box that is highlighted blue and gray.
2. Please note that paragraphs 27-35 apply only to sub-awards funded in whole or part with federal funds, including federal block grant funds, paragraph 36 applies only to sub-awards funded in whole or part with Community Mental Health Block Grant (CMHBG) funds, paragraphs 37-45 apply only to sub-awards funded in whole or part with Substance Abuse Prevention and Treatment Block Grant (SAPTBG) funds, and paragraphs 46-49 apply only to sub-awards to programs serving women funded in whole or part with SAPTBG funds.
3. Sign the signature page.
4. Read and Sign Attachment 2: "Certifications," Attachment 3: "Non Construction Programs" for sub-awards funded in whole or part with federal funds and Attachment 4: "Standard Affirmation and Disclosure—Executive Order 2019-12D" for all sub-awards.
5. IF necessary, add other documents and incorporate into Attachment 5.
6. Attachments 7 and 8 apply only to County Family and Children First Councils and their administrative agents

***NOTE:* Changes and/ or modifications to the Agreement and Assurance will not be accepted by OhioMHAS.**

# AGREEMENT and ASSURANCES (Attachment 1)

**In accepting an award or sub-award from the Ohio Department of Mental Health and Addiction Services, hereinafter "DEPARTMENT",**
Mysheika W. Roberts, MD, MPH **("SUB-AWARDEE"),**

**located at:** 240 Parsons Avenue, Columbus, OH 43215

**Agrees and makes the following assurances:**

1. SUB-AWARDEE has received an allocation or applied for an award or sub-award ("sub-award") from one or more of the following fund sources:
   - Community Mental Health Block Grant (CMHBG) (CFDA 93.958)
   - Substance Abuse Prevention and Treatment Block Grant (SAPTBG) (CFDA 93.959)
   - Social Services Block Grant (Title XX) (CFDA No. 93.667)
   - Projects for Assistance in Transition from Homelessness (PATH) Grant (CFDA No. 93.150)
   - GRF Line Item (ALI) Grant
   - Probate Court reimbursement for costs, fees, and expenses pursuant to ORC 5122.43
   - Title XX (CFDA No. 93.667)
   - Child Care Quality (CFDA No. 93.713)
   - Ohio Healthy Transitions Project (CFDA No. 93.243)
   - Ohio Promoting Integration of Primary and Behavioral Health Care (CFDA No. 93.243)
   - Zero Suicide (CFDA No. 93.243)
   - Supported Employment Program (93.243)
   - Ohio Strategic Prevention Framework, Partnerships for Success (CFDA No. 93.243)
   - State Youth Treatment Implementation (CFDA No. 93.243)
   - Ohio ENGAGE 2.0 (CFDA No. 93.104)
   - SPF-RX (CFDA No. 93.243)
   - State Opioid Response Grant (CFDA No. 93.788)
   - State Opioid Response Carryover Grant (CFDA No. 93.788)

   - Other: [include CFDA # for federal funds]
   - Other: [include CFDA # for federal funds]
   - Other: [include CFDA # for federal funds]

   administered by the DEPARTMENT for the purpose(s) designated in the allocation or described in the Request for Proposal (RFP)/final accepted Proposal, or the final approved version of the Application(s) for Funding (each hereinafter referenced as "APPLICATION"). The APPLICATION includes goals, objectives, activities, performance indicators, budget

and budget narrative. APPLICATION also includes requests for reimbursement of probate court costs in accordance with Revised Code § 5122.43, any rules adopted thereunder and communications from the DEPARTMENT detailing the process and requirements for reimbursement of probate court costs, or an Interagency Agreement.

2. If applicable, the Notice of Sub-Award (NOSA) or Intrastate Transfer Voucher (ISTV) (included as Attachment 6) is incorporated by reference as an integral part of this agreement.

   The NOSA establishes the:

   a) Dollar amount awarded by the DEPARTMENT;
   b) Plan for drawing down funds;
   c) Specific terms and conditions or amendments to this Agreement;
   d) Frequency of required reporting and the persons at the DEPARTMENT to whom those reports should be submitted.

   The ISTV establishes:

   a) Dollar amount awarded by the DEPARTMENT;
   b) OAKS Coding
   c) Project Description and Deliverables

   All other attachments to this Agreement referenced herein, including those listed in Attachment 5, are hereby incorporated by reference as integral parts of this Agreement.

3. With the signing of this Agreement, and approval of the APPLICATION, the SUB-AWARDEE will begin work to accomplish the goals, objectives, activities and meet the performance indicators (including but not limited to production of deliverables) identified in the APPLICATION.

4. The APPLICATION, Interagency Agreement (if applicable), NOSA or ISTV, and this Agreement, including all attachments, constitutes the entire agreement between the parties and may be changed or modified only in writing, signed by all the parties hereto or their legal successors.

5. The SUB-AWARDEE assumes full responsibility for implementation of the goals, objectives and activities as described in the APPLICATION, including those performed by any lower tier sub-recipient ("SUB-RECIPIENT") named in the APPLICATION. SUB-AWARDEE is responsible for ensuring that its SUB-RECIPIENT (if any) is responsible for meeting the terms and conditions of this Agreement in accordance with the performance indicators detailed in the APPLICATION and assumes full responsibility for sub-recipient monitoring responsibilities described herein for funds received through allocation, as well as funds received as a sub-award. [2 CFR 200.331]

6. This sub-award is subject to the availability of funds from the appropriate fund source, and allocated to the DEPARTMENT by the State of Ohio, Office of Budget and Management [ORC 126.07]. The DEPARTMENT reserves the right to alter the amount of this sub-award

without prior notice to the SUB-AWARDEE. If funds designated for this program become unavailable during the term of this Agreement, the DEPARTMENT's obligations under this Agreement expire immediately and SUB-AWARDEE shall be paid for any non-cancelable obligations appropriately related to the sub-award. Upon such notice SUB-AWARDEE shall preserve and provide all work in progress to the DEPARTMENT. Upon satisfactory delivery of those materials and an acceptable final report, the DEPARTMENT will remit any payments due and release the SUB-AWARDEE from its obligations to DEPARTMENT for further performance under this Agreement.

7. SUB-AWARDEES subject to the audit requirements of 45 CFR Pt 75, Subpart F are required to submit to the DEPARTMENT a copy of their audit(s) covering the period of the sub-award. If SUB-AWARDEE is not subject to the audit requirements of 45 CFR Pt 75, Subpart F, SUB-AWARDEE shall submit to the DEPARTMENT a copy of its annual financial audit(s) or review(s) covering the period of the sub-award within the earlier of thirty (30) days after receipt of the auditor's report(s) or nine months after the end of the audit period, or such longer period as is agreed to in advance by the DEPARTMENT, unless a waiver of this requirement is approved in advance by the DEPARTMENT. [45 CFR Part 75, Subpart F; ORC 9.234]

8. The SUB-AWARDEE shall purchase or maintain liability insurance and shall assure the DEPARTMENT that SUB-AWARDEE has in place adequate insurance and/or bonds all of its board members, officers or employees who are responsible for payments and expenditures from federal funds received from the DEPARTMENT. For SUB-AWARDEEs that are ADAMH/CMH/ADAS Boards, this requirement may be met by participation in CORSA (County Risk Sharing Authority), or a statement that the Board is self-insured and maintains adequate reserves to cover anticipated liabilities or purchase of insurance/bonds. This paragraph does not apply to Ohio's state agencies or Ohio courts.

9. The DEPARTMENT reserves the right to terminate or modify this Agreement in the event that the goals, objectives, activities and performance indicators (including but not limited to production of deliverables) identified in the APPLICATION are not delivered in a timely manner or with sufficient quality that they are suitable for their anticipated purposes and uses or in the event that any representations made herein are determined to be false.

10. In the event of termination or non-renewal of this Agreement, equipment and residual inventory of unused supplies with a Fair Market Value of:
    - $1000 or more for state funded sub-awards, or
    - $5000 or more for federally funded sub-awards

    purchased with sub-award funds will be returned to DEPARTMENT or disposed of in a manner specified by the DEPARTMENT which is consistent with applicable rules governing disposal, transfer or sale of such property. Proceeds from the transfer, sale or disposal of such property shall be returned to the DEPARTMENT. [45 CFR 75.320; 45 CFR 75.321]

11. All items, products, deliverables and intellectual property developed, produced, dependent upon, derived from and/or begun as a result of this Agreement shall:

a) Identify the DEPARTMENT and, if applicable, the federal grant, as the funding source;
b) Reserve to the DEPARTMENT - and to the federal government if this sub-award includes federal funds - a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for public purposes, and to authorize others to do so;
c) Be provided to the DEPARTMENT as specified in the APPLICATION; and
d) Be approved by the DEPARTMENT before dissemination.

This paragraph does not apply to copyrighted materials purchased or licensed for use under this Agreement except to the extent that the rights of copyright ownership were purchased with grant support. If applicable, research data must be made available to the public through procedures established under the FOIA.
[45 CFR 75.322]

12. Funds received by SUB-AWARDEE from the sale of products or services supported by this sub-award are considered program income and shall be expended in accordance with the following:

- Deducted from the total project/program allowable cost in determining the net allowable cost upon which the Federal share of costs is based (federally funded sub-awards) or upon which the state share is based (state funded sub-awards).
- With prior approval, added to funds committed to the project/program and used to further eligible project/program objectives; or
- With prior approval, used to finance the non-Federal share or other match requirement of the project/program.
- If applicable, the NOSA attached to this Agreement identifies the designated application of program income earned by the SUB-AWARDEE. Program income from federally funded sub-awards must be reported on the Federal Financial Report, Standard Form 425. [45 CFR 75.307]

13. The SUB-AWARDEE and the DEPARTMENT agree that neither shall use any confidential or private information made available by the other party for any purpose other than to fulfill the obligations specified in the APPLICATION and this Agreement unless otherwise required by law, including Ohio public records law [ORC §149.43]. Each party agrees to be bound by all applicable standards for confidentiality and to apply such standards to its employees and agents.

14. Including but not limited to the regulations of the DEPARTMENT, the SUB-AWARDEE agrees to comply with all applicable Ohio and Federal confidentiality, privacy and security laws and regulations, including HIPAA, 42 CFR Part 2, and Ohio Revised Code §§ 5119.27, .28, and 5122.31. The SUB-AWARDEE is responsible for assuring compliance with all such laws and regulations by employees, agents and contractors. If SUB-AWARDEE is to create or receive any protected health information (PHI) or patient identifying information (PII) from or on behalf of the DEPARTMENT, SUB-AWARDEE shall enter into a HIPAA compliant Business Associate Agreement and/or Qualified Service Organization Agreement with the

DEPARTMENT prior to obtaining access to any protected information. [ORC 5119.27, 5119.28, 5122.31; 42 USC 1320-1320d-8; 42 USC 290dd-2; 42 USC 300x-53; 45 CFR Parts 160, 164; 42 CFR 2.11-2.12]

15. No funds received under this sub-award shall be used for the repayment of any pre-existing loan. The accounts of the SUB-AWARDEE for this sub-award should clearly show the relationship between expenditures and approved and allowable budget items. [45 CFR 75.400-.411]

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to choice of law provisions, as well as applicable federal laws and regulations. Only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and sub-award.

17. The SUB-AWARDEE agrees to comply with all applicable Federal and state laws (including Ohio ethics laws), rules, regulations and accounting principles in the performance of this Agreement. All records relating to costs and work performed, and supporting documentation for invoices submitted, along with copies of all deliverables shall be retained and made available by the SUB-AWARDEE for audit or review by the State of Ohio (including, but not limited to the DEPARTMENT, the Ohio Ethics Commission, the Auditor of the State of Ohio, the Ohio Inspector General, other duly authorized State Officials, law enforcement officials) and other duly authorized agencies of the Federal government for a minimum of three years after submission of final financial and performance reports under this Agreement. DEPARTMENT reserves the right to require submission of such records if deemed necessary. If an audit or review or litigation is initiated during that time period, the SUB-AWARDEE shall retain such records until the audit, review, or litigation is concluded and all issues are resolved. [ORC 9.23 *et seq.*; 45 CFR 75.361-75.365]

18. No SUB-AWARDEE, SUB-RECIPIENT, employee, agent or subcontractor will discriminate against any SUB-RECIPIENT, employee, agent or subcontractor based on race, religion, national origin, color, gender, gender identity or expression, sexual orientation, status as a parent during pregnancy or immediately after the birth of a child, status as a parent of a young child, status as a foster parent, age, disability, genetic information or military status.

19. SUB-AWARDEE agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring employees of SUB-AWARDEE meet child support obligations established under state law. Further, by executing this Agreement, SUB-AWARDEE certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to O.R.C. section 3121.03.

20. SUB-AWARDEE certifies that it will abide by Ohio's ethics laws as codified in O.R.C. Chapters 102 and 2921, as interpreted by the courts of the State and by the Opinions of the Ohio Ethics Commission.

21. SUB-AWARDEE agrees to comply with the conditions, rates and terms as set forth by the Ohio Office of Budget and Management (OBM) Travel Rule 126-1-02, as it may be

amended, with regard to expenses for travel, meals, and lodging.

22. SUB-AWARDEE certifies that its covered individuals, partners, shareholders, administrators, executors, trustees, owners, and their spouses, have not made any contributions in excess of the amounts specified in applicable provisions of ORC § 3517.13(I) and (J).

23. SUB-AWARDEE assures the DEPARTMENT that it is not subject to an "unresolved" finding for recovery under O.R.C. 9.24 and that should such a finding be made against the SUB-AWARDEE it will immediately notify the DEPARTMENT. If this assurance is found to be false the Agreement shall be void from its beginning and the SUB-AWARDEE shall immediately repay any funds received under it.

24. SUB-AWARDEE agrees to comply with all applicable state and federal laws regarding smoke-free and drug-free workplaces.

25. SUB-AWARDEE affirms to have read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States. The Executive Order may be found at: https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-06d

SUB-AWARDEE also affirms, understands and agrees to immediately notify DEPARTMENT of any change or shift in the location(s) of services performed by SUB-AWARDEE or its sub-awardees or subcontractors under this Agreement, and no services shall be changed or shifted to location(s) that are outside of the United States.

As part of this Agreement, SUB-AWARDEE shall disclose the following:

a) The location(s) where all services will be performed by SUB-AWARDEE or SUB-RECIPIENT(s) or sub-contractor(s);
b) The location(s) where any state data applicable to the Agreement will be accessed, tested, maintained, backed-up, or stored by SUB-AWARDEE or any SUB-RECIPIENT(s) or sub-contractor(s);
c) The principal location of business for the SUB-AWARDEE and any SUB-RECIPIENT(s) or sub-contractor(s).

Neither the SUB-AWARDEE nor its SUB-RECIPIENT(s) or sub-contractor(s) shall, during the performance of the funded project, change the location(s) of the country where the services are performed or change the location(s) of the country where the data is maintained or made available without prior written approval of DEPARTMENT.

SUB-AWARDEE will not assign any of its rights nor delegate any of its duties and responsibilities under this Agreement without prior written consent of DEPARTMENT. Any assignment or delegation not consented to may be deemed void by DEPARTMENT.

26. SUB-AWARDEE affirms that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so within the term of this

Agreement and Assurances.

**Paragraphs 27-35 apply only to sub-awards funded, in whole or part, with federal funds, including federal SAPT and MH Block Grant funds:**

27. a) SUB-AWARDEE agrees to and makes the assurances of the Attachments 2 and 3, entitled "Certifications" and "Assurances".
    b) If a State of Ohio agency or instrumentality, SUB-AWARDEE agrees to and makes the assurances of Attachments 2 and 3 and acknowledges that the terms and conditions of this Agreement, including the Certifications and Assurances (Attachments 2 and 3), apply also to any other sub-award received from the DEPARTMENT during the term of this agreement.
    c) SUB-AWARDEE agrees to include Attachments 2 and 3 as required assurances in any sub-recipient award that includes federal funds. Sub-recipient awards that include any Block Grant funds must state the amount provided by the Block Grant and the amount provided by other sources, and must comply with 45 CFR 75.352.

28. SUB-AWARDEE further assures DEPARTMENT that the MH and SAPT Block Grant funds will not be used to:
    a) Provide inpatient hospital services (unless prohibition waived for SAPTBG);
    b) Make cash payments to intended recipients of health services;
    c) Purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) a building or other facility, or purchase major medical equipment;
    d) Satisfy any requirement for the expenditure of non-Federal funds as a condition of the receipt of Federal funds;
    e) Provide financial assistance to any entity other than a public or nonprofit entity;
    f) Fund research (excludes evaluation of programs and services included in the consolidated Community Mental Health/Substance Abuse Treatment and Prevention Block Grant Plan); or
    g) To provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for AIDS.

29. SUB-AWARDEE assures DEPARTMENT that grant funds will not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also will not be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental health disorders. See e.g. 45 CFR §75.300(a) (requiring HHS to ensure that Federal funding is expended in full accordance with U.S. statutory requirements); 21 USC §§812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase, or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated in marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

30. SUB-AWARDEE assures DEPARTMENT that its Board and its executives understand and agree that SUB-AWARDEE will:
    a) Comply with requirements for maintaining a financial management system that meets the requirements as set forth in 45 CFR Subpart D, 75.302
    b) Maintain internal control over Federal programs that provides reasonable assurance that the SUB-AWARDEE is managing the sub-award in compliance with laws, regulations, and the provisions of this Agreement [45 CFR 75.303];
    c) Have the necessary processes and systems in place to comply with applicable reporting requirements of the Federal Funding Accountability and Transparency Act and will report information required under the act, as applicable; and
    d) Comply with laws, regulations, and the provisions of the agreements related to each of its Federal programs.

31. SUB-AWARDEES receiving federal funds must comply with provisions of 45 CFR Part 75 and 45 CFR Part 96.

32. SUB-AWARDEE agrees that it will not use any funds from any source to engage in any political activities in contravention of applicable provisions of federal law, including, but not limited to the "Simpson Craig Amendment," 2 USC § 1611.

33. Restrictions on Lobbying:
    a) No part of any appropriation for this sub-award shall be used, other than for formal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before Congress, except in presentation to the Congress itself or to any State legislative body itself.
    b) No part of any appropriation for this sub-award shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature [45 CFR 75.450].

34. Trafficking in persons.
    a) Provisions applicable to a SUB-AWARDEE that is a private entity:
    1. You as the SUB-AWARDEE, your employees, SUB-RECIPIENTs under this sub-award, and SUB-RECIPIENTs' employees may not—
    i. Engage in severe forms of trafficking in persons during the period of time that the sub-award is in effect;
    ii. Procure a commercial sex act during the period of time that the sub-award is in effect; or
    iii. Use forced labor in the performance of this sub-award or any lower tier sub-awards under this sub-award.
    2. DEPARTMENT may unilaterally terminate this sub-award, without penalty, if SUB-AWARDEE or a SUB-RECIPIENT that is a private entity —
    i. Is determined by the DEPARTMENT to have violated a prohibition in subparagraph a.1 of this section; or
    ii. Has an employee who is determined by the DEPARTMENT to have violated a

prohibition in subparagraph a.1 of this section through conduct that is either—
A. Associated with performance under this sub-award; or
B. Imputed to SUB-AWARDEE or the SUB-RECIPIENT using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),"

b) Provisions applicable to a SUB-AWARDEE other than a private entity: DEPARTMENT may unilaterally terminate this sub-award, without penalty, if a SUB-RECIPIENT that is a private entity—

1. Is determined by the DEPARTMENT to have violated an applicable prohibition in subparagraph a.1 of this section; or
2. Has an employee who is determined by the DEPARTMENT to have violated an applicable prohibition in subparagraph a.1 of this section through conduct that is either—
i. Associated with performance under the sub-award; or
ii. Imputed to the SUB-RECIPIENT using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)."

c) Provisions applicable to any SUB-AWARDEE:
1. SUB-AWARDEE must inform DEPARTMENT immediately of any information received from any source alleging a violation of a prohibition in subparagraph a.1 of this section.
2. DEPARTMENT's right to terminate unilaterally that is described in subparagraph a.2 or b of this section:
i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
ii. Is in addition to all other remedies for noncompliance that are available to DEPARTMENT under this award.
3. SUB-AWARDEE must include the requirements of paragraph a.1 of this section in any sub-award made to a private entity.

d) Definitions. For purposes of this Agreement:
1. "Employee" means either:
   i. An individual employed by SUB-AWARDEE or a SUB-RECIPIENT who is engaged in the performance of this sub-award; or
   ii. Another person engaged in the performance of this sub-award who is not compensated by SUB-AWARDEE including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
   i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

35. SUB-AWARDEE assures DEPARTMENT that it or its parent organization holds permanent 501(c) non-profit status, or is a general or special purpose government entity. [CFDA 93.958; 42 USC 300x-5(a); OMB Guidance 0930-0168; 45 CFR 96.135] Check one:
○ Non-profit 501 (c) program ● Government entity

**Paragraph 36 applies only to the Community Mental Health Block Grant**

36. Use of Funds – Federal CMH Block Grant funds must be used for treatment and recovery supports for adults with serious mental illness and children with serious emotional disturbances, as well as the planning, administration, educational, and evaluation activities related to providing these services described in the combined Mental Health and Substance Abuse Prevention and Treatment Block Grant Plan.

**Paragraphs 37-45 apply to the Substance Abuse Prevention and Treatment (SAPT) Block Grant**

37. The purpose of these funds is to provide financial assistance to programs for the delivery of alcohol and other drug services/activities. Any use of funds for equipment, furniture or computer software, or for food purchases must be justified in terms of the relationship of the equipment, furniture or computer software, or the food purchases, to the program or activity. Justification to purchase equipment, furniture, computer software, or food must be submitted to DEPARTMENT for prior approval and include consideration of how the equipment, furniture or computer software, or the food, will be used, why the purchase is necessary, what alternatives were considered, how the cost was determined and why the program considers the cost reasonable. Funds cannot be expended for equipment, furniture or computer software, or food, until approved by OhioMHAS.

38. Treatment Alternatives to Street Crime (TASC) and drug court/specialty docket programs receiving funds from the DEPARTMENT may use only addiction treatment providers that hold current certification or license from the DEPARTMENT.

39. Charitable Choice Provisions and Regulations of SAPT Block Grant Funds [42 C.F.R. 54.8] require DEPARTMENT, along with DEPARTMENT SUB-AWARDEEs and providers to:

a. Ensure that religious organizations that are certified treatment providers offer notice of a client's right to alternative services to all potential and actual program beneficiaries.
b. Ensure that religious organizations that are certified treatment providers refer program beneficiaries to alternative services.
c. Fund and provide alternative services.

40. The Block Grant money that may be spent for Secs. 96.124(c) and (e), 96.127 and 96.128 is governed by 45 CFR Part 96, Subpart L which ensures that the grant will be the ”payment of last resort." The entities that receive funding under the Block Grant and provide services required by the above-referenced sections shall make every reasonable effort, including the establishment of systems for eligibility determination, billing, and collection, to: Collect reimbursement for the costs of providing such services to persons who are entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX, any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program; and Secure from patients or clients payments for services in accordance with their ability to pay. [45 CFR 96.137]

41. The SUB-AWARDEE shall ensure that each contract agency has in effect a system to protect patient records maintained by the agency. [45 CFR 96.132].

42. IVDU Outreach [45 CFR 96.126]. Agencies receiving SAPT Block Grant funds to treat Intravenous drug users (IVDUs) are required to carry out activities to encourage individuals in need of such treatment to undergo such treatment. Documentation of such activities shall be maintained at the SUB-AWARDEE.

43. 90 Percent of Capacity [45 CFR 96.126]. The SUB-AWARDEE shall ensure that each individual who requests and is in need of treatment for intravenous drug abuse is admitted to a program of such treatment not later than - (A) 14 days after making the request for admission to such a program; or (B) 120 days after the date of such request, if no such program has the capacity to admit the individual on the date of such request and if interim services are made available to the individual not later than 48 hours after such request. The SUB-AWARDEE must submit quarterly to the Department’s Division of Treatment and Recovery Services a listing of providers that reach 90 percent of capacity. IN THE EVENT THAT NO PROVIDERS REACH 90 PERCENT OF CAPACITY, THE SUB-AWARDEE MUST SUBMIT THE QUARTERLY REPORTING INDICATING SUCH.

    Quarterly reports shall be submitted to DEPARTMENT by the following dates:

    January 31
    April 30
    July 31
    October 31

44. Primary Prevention [45 CFR 96.125]. The SUB-AWARDEE shall comply with expending the minimum amount of federal SAPT Block Grant prevention funds identified in the Department’s annual per capita allocation notice to the SUB-AWARDEE. These funds must be used for prevention services to reduce the risk of alcohol and other drug abuse for individuals who do not require treatment for substance abuse. The SUB-AWARDEE shall

give priority to programs for populations that are at risk of developing a pattern of such abuse and ensure that programs receiving priority develop community-based strategies for the prevention of such abuse, including strategies to discourage the use of alcoholic beverages and tobacco products by individuals to whom it is unlawful to sell or distribute such beverages or products.

45. Tuberculosis Services [45 CFR 96.127]. The SUB-AWARDEE shall ensure that agencies receiving SAPT Block Grant funds for operating a program of substance abuse treatment (A) will, directly or through arrangements with other public or nonprofit private entities, routinely make available tuberculosis services to each individual receiving treatment for such abuse; and (B) in the case of an individual in need of such treatment who is denied admission to a program on the basis of lack of the capacity of the program to admit the individual, will refer the individual to another provider of tuberculosis services [45 CFR 96.127].

SUB-AWARDEE will provide to the DEPARTMENT by JULY 31 of each year a report on 1) The number of clients receiving treatment for tuberculosis in the previous fiscal year ending JUNE 30 and 2) The amount of public non-federal dollars expended for tuberculosis treatment including dollars spent by the Board of County Commissioners or county executives and county councils established pursuant to O.R.C. 339.75. Funds spent for tuberculosis treatment are not limited to those receiving services for substance abuse treatment but include public non-federal funds for all patients receiving tuberculosis treatment.

**Paragraphs 46-49 apply only to sub-awards funded in whole or part with SAPTBG funds for programs that serve women:**

46. DEPARTMENT grant-funded Pregnant and Parenting Women's Programs must ensure the following:

    a) They will treat the family as a unit and therefore will admit both women and their children into treatment services, if appropriate.
    b) They will expend the funds on individuals who have no other financial means of obtaining such services. [45 CFR 96.124]

47. SAPTBG grant-funded Pregnant and Parenting Women's Programs must ensure availability of the following:

    (1) primary medical care for women, including referral for prenatal care and, while the women are receiving such services, child care;

    (2) primary pediatric care, including immunization, for their children;

(3) gender specific substance abuse treatment and other therapeutic interventions for women which may address issues of relationships, sexual and physical abuse and parenting, and child care while the women are receiving these services;

(4) therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of sexual and physical abuse, and neglect; and

(5) sufficient case management and transportation to ensure that women and their children have access to services provided by paragraphs (1) through (4) of this section. [45 CFR 96.124]

48. Treatment entities receiving SAPT Block Grant funds and that serve women will "ensure that each pregnant woman in the State who seeks or is referred for and would benefit from such services is given preference in admissions to treatment facilities receiving funds pursuant to the grant." Treatment entities will also "publicize the availability to such women of services from the facilities and the fact that pregnant women receive such preference." [45 CFR 96.131].

49. In the event that a treatment facility has insufficient capacity to provide treatment and recovery services to a pregnant woman seeking services, the treatment facility must immediately make a referral to the local ADAMHS/ADAS Board and/or directly to the Department to facilitate admission into another treatment facility, preferably one that can provide women's gender specific treatment and recovery services. If no other treatment facility in the state is available or the woman refuses the alternate treatment option, interim services, including referral for prenatal care, must be made available within 48 hours by the treatment facility, the local ADAMHS/ADAS Board and/or the State. [45 CFR 96.131].

49. **Funding Restrictions for State Opioid Response (SOR) and SAMHSA Grants other than Block Grants.** HHS codified the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards*, 45 CFR Part 75. In Subpart E, cost principles are described and allowable and unallowable expenditures for HHS recipients are delineated. 45 CFR Part 75 is available at http://www.samhsa.gov/grants/grants-management/policies-regulations/requirements-principles. Unless superseded by program statute or regulation, follow the cost principles in 45 CFR Part 75 and the standard funding restrictions below.
SAMHSA grant funds must be used for purposes supported by the program and may not be used to:

- Exceed Salary Limitation: The Consolidated Appropriations Act, 2021 (Pub. L.116-260) signed into law on December 27, 2020, limits the salary amount that may be awarded and charged to SAMHSA grants and cooperative agreements. Award funds may not be used to pay the salary of an individual at a rate in excess of Executive Level II. The Executive Level II salary can be found in SAMHSA's standard terms and conditions for all awards at https://www.samhsa.gov/grants/grants-management/notice-award- noa/ standard-terms-conditions. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside

of the duties to the applicant organization. This salary limitation also applies to sub awards/subcontracts under a SAMHSA grant or cooperative agreement. Executive Level II salary level is $199,300.

- Pay for any lease beyond the project period.
- All invoices must be dated on or before the last day of the grant as state on the NOSA.
- For entities receiving SAPT Block Grant funds, funds may not be used to provide treatment and recovery services to incarcerated populations (defined as those persons in jail, prison, detention facilities, or in custody where they are not free to move about in the community).
- Pay for the purchase or construction of any building or structure to house any part of the program. (Applicants may request up to $75,000 for renovations and alterations of existing facilities, if necessary and appropriate to the project.)
- Provide residential or outpatient treatment services when the facility has not yet been acquired, sited, approved, and met all requirements for human habitation and services provision. (Expansion or enhancement of existing residential services is permissible.)
- Provide inpatient treatment or hospital-based detoxification services. Residential services are not considered to be inpatient or hospital-based services.
- Make direct payments to individuals to induce them to enter prevention or treatment services. However, SAMHSA discretionary grant funds may be used for non-clinical support services (e.g., bus tokens, child care) designed to improve access to and retention in prevention and treatment programs.
- Make direct payments to individuals to encourage attendance and/or attainment of prevention or treatment goals. Note: A recipient or treatment or prevention provider may provide up to $30 non-cash incentive to individuals to participate in required data collection follow up. This amount may be paid for participation in each required follow up interview.
- Meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed $3.00 per person.
- Consolidated Appropriations Act, 2016, Division H states, SEC. 520, notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. Provided, that such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant state or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the state or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law. Contact the GPO for further guidance.
- Pay for pharmaceuticals for HIV antiretroviral therapy, sexually transmitted diseases (STD)/sexually transmitted illnesses (STI), tuberculosis (TB), and hepatitis B and C, or for psychotropic drugs.

51. The SUB-AWARDEE must use the designated reporting form or electronic reporting form to submit reports and must meet the requirements specified in the APPLICATION, NOSA, or Inter-Agency Agreement. Reporting time periods and due dates will be listed in the NOSA or Inter-Agency Agreement. Reports shall be submitted to the person(s) indicated on the NOSA or Inter-Agency Agreement. If reports are not submitted on time the DEPARTMENT may withhold current and future funds from the SUB-AWARDEE.

52. The term of this Agreement & Assurances shall be the longer of the applicable State Fiscal Biennium or the period of the sub-award. Notwithstanding anything in this Agreement to the contrary, SUB-AWARDEE acknowledges that the Ohio Legislature and the Controlling Board of Ohio (each a "Governing Authority") must approve the appropriation and release of funds in connection with DEPARTMENT spending authority for each state biennium. It is agreed that any and all obligations of funds under this Agreement extending beyond the current state biennium are contingent upon the continuing availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding authority for the obligations that may be due under this Agreement, then all of SUB-AWARDEE's and DEPARTMENT's obligations under this Agreement, except those that by their nature or by designation survive termination, are terminated as of the date that the funding expires.

**Signature**

The Executive Officer signing below is authorized to obligate the SUB-AWARDEE and he/she represents that he/she has reviewed and approved this AGREEMENT and ASSURANCES including all attachments on behalf of the SUB-AWARDEE.

**For the SUB-AWARDEE:**

Type in Sub Awardee Name:

Mysheika W. Roberts — 01/06/2023

Executive Officer or Authorized Signature — Date

Type in Executive Officer Name Below — Title

Mysheika W. Roberts, MD, MPH — Health Commissioner

## ***ATTACHMENT INSTRUCTIONS***

**If applicable, please SIGN and insert the following Attachments:**

**State of Ohio agencies or instrumentalities that have executed and submitted to the DEPARTMENT a set of Certifications and Assurances current through this sub-award period do not need to execute or attach Attachments 2, 3 and 4.**

**Attachment 2** is the "Certifications" document - **Signature Required**
**Attachment 3** is the "Assurances – Non-Construction Programs" – **Signature Required**
**Attachment 4** is the "Standard Affirmation and Disclosure—Executive Order 2011-12K"
**Information & Signature Required**

### Guidance in Completing Attachment 4

Per guidance from the Office of Legal Services at the Ohio Department of Administrative Services, this attachment should include contracts that are entered into for services purchased for the State.

Based on this guidance, Boards should include all entities contracted with, regardless of funding source, under ORC 340.03 (8)(a): "Enter into contracts with public and private facilities for the operation of facility services and enter into contracts with public and private community addiction and mental health service providers for the provision of community addiction and mental health services."

**Attachment 5** is the "List of Additional Sub-awardee(s) Documents," if multiple documents are attached, designate as 5A, 5B, 5C, etc. – **Information Required as Appropriate**

**Attachment 6** is the **Executive Order 2022 -O2D**

**CERTIFICATIONS: Attachment 2**

**1. Certification Regarding Debarment and Suspension**

The undersigned (authorized official signing for the applicant organization) certifies to be best of his or her knowledge and belief, that the applicant, defined as a lower tier organization in accordance with 45 CFR Part 76, and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

(b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should

be placed after the assurances page in the application package.

The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with its sub-SUB-GRANTEE and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

**2. Certification Regarding Drug-Free Workplace Requirements**

The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-AWARDEE's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about—
  (1) The dangers of drug abuse in the workplace;
  (2) The SUB-AWARDEE's policy of maintaining a drug-free workplace;
  (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;

(d) Notifying the employee in the statement required by paragraph (a) above, that, as a condition of employment under the grant, the employee will—
  (1) Abide by the terms of the statement; and
  (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the

workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted—
   (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designed the following central point for receipt of such notices:

Division of Grants Policy and Oversight
Office of Management and Acquisition
Department of Health and Human Services
Room 517-D
200 Independence Avenue, SW
Washington, DC 1

**3. Certification Regarding Lobbying**

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence," sets forth requirements regarding disclosure of lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING $100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the applicant organization) certifies, to the best of his/her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**4. Certification Regarding Program Fraud Civil Remedies Act (PFCRA)**

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties.
The undersigned agrees that the applicant organization will comply with the terms and conditions of this award.

**1. Certification Regarding Environmental Tobacco Services**

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early
childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/SUB-AWARDEE (for grants certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

The federal awarding agency strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE |
|---|---|
| Mysheika W. Roberts | Health Commissioner |
| APPLICANT ORGANIZATION | DATE SUBMITTED |
| Columbus Public Health | 01/06/2023 |

## 2. ASSURANCES — NON-CONSTRUCTION PROGRAMS Attachment 3

**Note:** ***Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.***

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal, gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728- 4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L.92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970- (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of federal, state and local government employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for

federally assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et. Seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§ 7401 et. Seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et. Seq.) Related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et. seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et. seq.) Pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4831 (b) et. seq.) Which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will comply with the Single Audit Act of 1984, as amended, and 45 CFR, Part 75, Subpart F. SUB-AWARDEES must submit to DEPARTMENT the communications specified in 45 CFR §75.512(a)within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. DEPARTMENT reserves the right to require SUB-AWARDEE's submission of copies of the audit reporting package described in 45 CFR §75.512(c) and any management letters issued by the auditor, in accordance with 45 CFR §75.512(e).

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program

| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE |
|---|---|
| Mysheika N. Roberts | Health Commissioner |
| APPLICANT ORGANIZATION<br>Columbus Public Health | DATE SUBMITTED<br>01/06/2023 |

## Attachment 4

**DEPARTMENT OF ADMINISTRATIVE SERVICES/**

**OHIO DEPARTMENT OF MENTAL HEALTH & ADDICTION SERVICES**

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2019-12D

Governing the Expenditure of Public Funds for Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

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**CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:**

By the signature affixed to this response, the Bidder/Offeror affirms, understands and will abide by the requirement of Executive Order 2019-12D. If awarded a contract, the Bidder/Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Signee shall provide all the name(s) and location(s) where services under this Contract/Grant will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the signee not responsive and no further consideration will be given to the response. Signee's offering will not be considered. If the Signee will not be using subcontractors/subgrantees, indicate "Not Applicable" in the appropriate spaces.

1. Principle location of business of Contractor/Grantee:

| 240 Parsons Avenue | Columbus, OH 43215 |
|---|---|
| (Address) | (City, State, Zip) |

Name/Principal location of business of Subcontractor(s)/Sub grantee(s):

| N/A | N/A |
|---|---|
| (Name) | (Address; City, State, Zip) |
| (Name) | (Address; City, State, Zip) |

2. Location where services will be performed by Contractor/Grantee:

| 240 Parsons Avenue | Columbus, OH 43215 |
|---|---|
| (Address) | (City, State, Zip) |

Name/Principal location of business of Subcontractor(s)/Sub grantee(s):

| N/A | |
|---|---|
| (Name) | (Address; City, State, Zip) |
| (Name) | (Address; City, State, Zip) |

3. Location where state data will be stored, accessed, tested, maintained or backed-up byContractor/Grantee:

| 240 Parsons Avenue | Columbus, OH 43215 |
|---|---|
| (Address) | (City, State, Zip) |

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by Subcontractor(s)/Sub grantee(s):

N/A

| (Name) | (Address; City, State, Zip) |
|---|---|
| (Name) | (Address; City, State, Zip) |
| (Name) | (Address; City, State, Zip) |
| (Name) | (Address; City, State, Zip) |
| (Name) | (Address; City, State, Zip) |

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States. On behalf of the Contractor, I acknowledge that I am duly authorized to execute the Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

**For the Contractor/Grantee:**

| Mysheika W. Roberts | 01/06/2023 |
|---|---|
| Signature | Date |
| Mysheika W. Roberts, MD, MPH | 240 Parsons Avenue, Columbus, OH 43215 |
| Entity Name | Address (Principal Place of Business) |
| Anita D. Clark, MS, LSW | 240 Parsons Avenue, Columbus, OH 43215 |
| Printed name of individual authorized to sign on behalf of entity | City, State, Zip |

**List of Additional SUB-AWARDEE Attachments**
**Attachment 5**

List below any other documents attached by the SUB-AWARDEE or its SUB-RECIPIENT (if any). Next to each item listed please NOTE Proposal and/or AGREEMENT and ASSURANCES item to which they refer. Attach those documents behind this Attachment 4 list.

**Attachment 5A:** Copy of the liability insurance policy(s), bond coverage or other evidence regarding the assurances set forth in paragraph 8.

**Attachment 5B:** Copy of the most recent audit.

**Attachment 5C:**

**Attachment 5D:**

**Attachment 5E:**

**Attachment 5F:**

**Attachment 6**

## DEPARTMENT OF ADMINISTRATIVE SERVICES

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2022-02D

State of Ohio's Response to Russia's Unjust War on the Country of Ukraine
March 2022

Contractor affirms that Contractor has read and understands the applicable Executive Orders regarding the prohibitions of performance of offshore services, locating State data offshore in any way or purchasing from Russian institutions or companies.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed and where data is located in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

240 Parsons Avenue — Columbus, OH 43215

(Address) (City, State, Zip)

Name/Principal location of business of subcontractor(s):

N/A

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

240 Parsons Avenue — Columbus, OH 43215

(Address) (City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

N/A

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

240 Parsons Avenue — Columbus, OH 43215

(Address) (Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

N/A

| (Name) | (Address, City, State, Zip) |
|---|---|
| (Name) | (Address, City, State, Zip) |

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure Form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: Mysheika W. Roberts _____

Contractor

Mysheika W. Roberts, MD, MPH

Print Name: _____

Health Commissioner

Title: _____

01/06/2023

Date: _____



✓