

MHRS BOARD MEETING

June 21, 2016

4:00 p.m.

Consent Agenda	Item	Information Enclosed	Action Required	Allocation Required	Page
	1. Call to Order				
	2. Roll Call				
	3. Recognition of Visitors				
	4. Determination of Items to be Removed from Consent Agenda				
<input type="checkbox"/>	5. Board Minutes – May 17, 2016	✓	✓		1-6
<input type="checkbox"/>	6. Governance Committee Report				7
<input type="checkbox"/>	A. FY 2017 Provider Agreement <i>(See Separate Attachment)</i>	✓	✓		7-8 (1-35)
<input type="checkbox"/>	B. MHRSB Table of Organization Proposed Changes	✓	✓		9-10
<input type="checkbox"/>	C. FY 2017 MHRSB Administrative Budget	✓	✓	✓	11-14
<input type="checkbox"/>	D. ABLE CY 2015 Late Audit Submission Assessment Appeal	✓	✓		15-16
<input type="checkbox"/>	7. Combined Planning & Finance/Programs & Services Committees Report				17
<input type="checkbox"/>	A. Treasurer’s Report • May 2016 Financial Statements	✓	✓		17-25
<input type="checkbox"/>	B. FY 2017 Community Plan <i>(See Separate Attachment)</i>	✓	✓		26-27 (Pgs. 1-18)
<input type="checkbox"/>	C. Engaging Families that Experience Mental Illness Proposal	✓	✓	✓	27-28
<input type="checkbox"/>	D. Medical Director Personnel Contract	✓	✓	✓	28
<input type="checkbox"/>	E. Civil Commitment Designations: Appointment of Pre-screeners and Attorneys	✓	✓		28-29
<input type="checkbox"/>	F. TASC DYS Aftercare 120-Day Notice	✓	✓	✓	29
<input type="checkbox"/>	G. FY 2017 Purchasing Plan Proposed Additional Allocations	✓	✓	✓	30-34
<input type="checkbox"/>	H. FY 2016 Zepf Gambling Treatment Allocation	✓	✓	✓	35
<input type="checkbox"/>	I. NPI Wellness and Recovery Center	✓	✓	✓	35-36
	8. Director’s Report				
	9. Open Session				

	10. Recognition of Board Member Term Expirations: <ul style="list-style-type: none">• Audrey Weis-Maag• Scott D. Johnson				
	11. Adjournment				

MINUTES – Board Meeting
Mental Health & Recovery Services Board of Lucas County
May 17, 2016

Roll Call - Members Present:

Audrey Weis-Maag	Dr. Lois Ventura	Dr. Tim Valko
Neema Bell	Linda Alvarado-Arce	Andre Tiggs
Anthony (Tony) Pfeiffer	Pastor Earley	Lynn Olman
Linda Howe	Pastor Perryman	Andrea Mendoza Loch
Dr. Mary Gombash	Carol Ann Allen	

After Roll Call:

Scott D. Johnson

Members Absent:

William Sanford	Chief George Kral	Robin Reeves
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Staff: Scott Sylak, Tim Goyer, Donna Robinson, Karen Olnhusen, Amy Priest, Carolyn Gallatin, Cami Roth Szirotnyak, Tom Bartlett, Cynthia Brown Cherry.

Visitors: Richard Arnold; Geof Allan, UMADAOP; Annette Clark, FSNO; George Johnson, Rescue; Jason Vigh, Rescue; George Johnson, Rescue; Jayne Molnar, Arrowhead Behavioral; Joe Denicola, Arrowhead Behavioral; Sara Meinecke, Adelante; Deb Angel, Recovery Council; Lucy Wayton, LSSNWO; Deb Chany, SCAT; Theresa Butler, Harbor; Pat Reddy, Zepf Center; Karen Wu, ABLE.

The meeting was called to order at 4:02 p.m., with Ms. Neema Bell, Board Chair, presiding.

Ms. Bell administered the Oath to Carol Ann Allen, a newly appointed State MHRS Board member.

Consent Agenda Items: The Trustees reviewed the Consent Agenda items, and the following six items were approved by consent. Voting to approve the Consent Agenda was: Mr. Johnson-yes; Ms. Alvarado-Arce-yes; Pastor Earley-yes; Mr. Pfeiffer-yes; Dr. Ventura-yes; Dr. Gombash-yes; Mr. Olman-yes; Ms. Weis-Maag-yes; Dr. Valko-yes; Ms. Allen-yes; Ms. Howe-yes; Ms. Mendoza-Loch-abstained; Mr. Tiggs-yes; Pastor Perryman-yes.

Board Minutes – April 19, 2016

Treasurer’s Report

- **April 2016 Financial Statements**

The Mental Health & Recovery Services Board of Lucas County approves the April 2016 financial statements and the April 2016 voucher schedules of bills as presented in the May 17, 2016 Board meeting packet.

Programs & Services Committee Report

- **Health Officer Appointments**

That the Mental Health & Recovery Services Board of Lucas County designates the following individuals listed as System Health Officers to serve a term not to exceed two years:

For Renewal Designation:

Julie K. Pratt, MSW, LISW-S – Harbor – not to exceed May 31, 2018
Marianne Barabash, MHP, LSW – Rescue – not to exceed May 31, 2018
Jacqueline W. Clay, MHP, LSW – Rescue – not to exceed May 31, 2018
Dean DiCiacca, LSW – Rescue – not to exceed May 31, 2018
Prentis L. Holmes, MHP, LISW-S – Rescue – not to exceed May 31, 2018
Ivy R. Hopkins, MHP, LSW – Rescue – not to exceed May 31, 2018
Claudia M. Patterson, MHP III, LPCC – Rescue – not to exceed May 31, 2018
Merisa R. Parker, MHP, LSW – Rescue – not to exceed May 31, 2018
Lisa L. Anderson, RN – Unison – not to exceed May 31, 2018
Marsha L. Elliott, M.Ed, LSW, LPCC-S – Unison – not to exceed May 31, 2018
Kathleen S. Schaus, LSW – Unison – not to exceed May 31, 2018
Christine A. Bohland, LPCC – Zepf – not to exceed May 31, 2018
Brandi M. Hahn, LISW – Zepf – not to exceed May 31, 2018
Angela E. Hendren, LISW-S – Zepf – not to exceed May 31, 2018
Jonathan P. Skidmore, LISW – Zepf – not to exceed May 31, 2018

For New Designation:

Doreen M. Pant, LISW-S – Harbor – not to exceed May 31, 2018
Vicki I. Ammons, MHP, LSW – Rescue – not to exceed May 31, 2018
Nancy E. Bain, LPCC – Rescue – not to exceed May 31, 2018
Celeste R. Ridenhour, LPC – Zepf – not to exceed May 31, 2018
Dustin E. Smith, LSW – Zepf – not to exceed May 31, 2018

Governance Committee Report

A. UMADAOP FY 2015 Audit Last Submission Assessment Appeal

The Mental Health and Recovery Services Board of Lucas County deny UMADAOP's appeal of their \$13,250 assessment for the late submission of UMADAOP's FY 2015 Financial Statements audit. Payment of the \$13,250 assessment will be arranged between the UMADAOP and MHRS Boards to minimize the impact on UMADAOP's clients.

B. 120-Day Notice Update

- **UMADAOP AOD Treatment Services**

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Mental Health & Recovery Services Board of Lucas County
May 17, 2016

The Mental Health and Recovery Services Board of Lucas County withdraws its notice of intent issued February 16, 2016 to not renew or make material changes to its contract with UMADAOP for AOD treatment services so that these services may be included as part of the FY 2017 purchasing plan.

Planning & Finance Committee Report

A. Zepf Center FY 2016 AOD POS Underspending and Recovery Housing

The Mental Health and Recovery Services Board of Lucas County reduces Zepf Center FY 2016 AOD POS allocation from \$1,020,336 to \$932,976, a reduction of \$87,360 and increases the Zepf Center FY 2016 Recovery Housing allocation by \$87,360, and authorizes its Executive Director to amend Zepf Center's FY 2016 Provider Agreement to reflect these changes.

B. FY 2017 Purchasing Plan – Proposed Allocations

Mr. Goyer referred to pages 23-29 of the meeting packet for a review of the FY 2017 Purchasing Plan proposed allocations that were previously presented and approved by both the P&S and P&F Committees. Board staff presented two changes that were not included in previous documents; the first change was an NPI PATH program match with a final allocation of \$53,210 instead of \$53,517; and the second change was to add an allocation for UMADAOP's AOD outpatient treatment program in anticipation of their 120 Day Notice being rescinded. Mr. Goyer stated that approval of the motion presented below does not include a FY 2017 allocation recommendation to TASC because the Board is waiting on additional information.

The following motion was recommended to the Board of Trustees:

The Mental Health and Recovery Services Board of Lucas County allocates \$20,319,374 to fund the purchase of prevention, treatment, and other supportive services in FY 2017. The Board's Executive Director is authorized to execute appropriate FY 2017 Provider Agreements with the Agencies and for the amounts listed on the FY 2017 Allocations Worksheet included in the May 17, 2016 Board meeting packet.

Dr. Ventura moved to approve the motion and it was seconded by Mr. Olman. Voting to approve the motion was: Voting to approve the Consent Agenda was: Mr. Johnson-yes; Ms. Alvarado-Arce-yes; Pastor Earley-yes; Mr. Pfeiffer-yes; Dr. Ventura-yes; Dr. Gombash-yes; Mr. Olman-yes; Ms. Weis-Maag-yes; Dr. Valko-yes; Ms. Allen-yes; Ms. Howe-yes; Ms. Mendoza-Loch-abstained; Mr. Tiggs-yes; Pastor Perryman-yes.

C. FY 2017 MHRS Board Schedules of Subsidies

Mr. Bartlett stated that the MHRSB traditionally approves the FY 2017 Schedule of Subsidies based on federal poverty guidelines that are released annually by the Department Health & Human Services in either January or February. However, this year, the Department of Medicaid in conjunction with OMHAS, is developing a new behavioral health code set that will be effective on January 1, 2017, with full implementation on July 1, 2017.

Mr. Bartlett referred to pages 32 & 33 of the meeting packet to review the proposed FY 2017 subsidy schedules. He indicated a complication with the forthcoming new behavioral health code set in that the MHRSB uses MACSIS for billing and OMHAS has indicated to those boards using MACSIS, that the new billing rates are too complex to be accommodated within MACSIS. Consequently, the MHRSB will be faced with either adopting new billing software in order to accommodate the new rates, or consider grant allocations for treatment services. The P&F Committee discussed these matters in detail and recommended the approval of the proposed subsidy schedules for only the first six months and reimbursing agencies up to the Medicaid ceiling rates. The new billing code set will include a number of new rates based on the credentials and licensures associated with the clinician who provides the services. There will be a sub-committee assembled to work on the billing system challenges.

The following motion was recommended to the Board of Trustees:

The Mental Health and Recovery Services Board of Lucas County approves the revised FY 2017 MH and AOD Services Schedules of Subsidies included in the May 17, 2016 MHRS Board packet to be effective between July 1, 2016 through December 31 2016.

Dr. Valko moved to approve the motion and it was seconded by Dr. Ventura. Voting to approve the motions were: Voting to approve the Consent Agenda was: Mr. Johnson-yes; Ms. Alvarado-Arce-yes; Pastor Earley-yes; Mr. Pfeiffer-yes; Dr. Ventura-yes; Dr. Gombash-yes; Mr. Olman-yes; Ms. Weis-Maag-yes; Dr. Valko-yes; Ms. Allen-yes; Ms. Howe-yes; Ms. Mendoza-Loch-abstained; Mr. Tiggs-yes; Pastor Perryman-yes.

Director's Report

- The HB 523 medical marijuana bill passed the House last week and is moving to the Senate which must complete its work by the first week of June. All indications are that it will likely pass the Senate and go before the Governor for signature.
- The Recovery Helpline is running with continued positive feedback, and the Urgent Care model is in place, but it is not yet fully implemented pending a physician to provide prescription authorization.

MINUTES – Board Meeting**Mental Health & Recovery Services Board of Lucas County****May 17, 2016**

- An Eleven member team went with Mr. Sylak to Columbus for a discussion regarding the involuntary outpatient commitment process. The Probate court is interested in this process, but not a full mental health court model. Probate Court supports a simpler process whereby if an Affidavit is filed and a provider can be identified, the Probate Court is willing to order and monitor outpatient services with the support of the provider agency. Mr. Sylak noted that this is a strategy supported by the BH/CJA Committee related to providing families options prior to calling law enforcement.
- The NPI Wellness and Recovery Center passed the Zoning & Planning Committee on May 16, 2016 whereby initial zoning was approved for a new AOD peer respite house, and will then go before the Planning Commission for final consideration before being presented to City Council for final approval.
- The Wernert Center has a revised timetable for completion of their new Center in November 2017. There are some land issues that still need to be resolved, but construction can begin soon.
- With regard to the ongoing need and upcoming state requirement for detox services in our community, Mr. Sylak expressed appreciation to Arrowhead for providing a significant amount of detox services to the “Dart” team within the jail. In the interim, continuing discussions are occurring with a Hospital Association Workgroup to develop a community plan for accessing community level detox services.
- Mr. Sylak stated that the MHR SB will partner with the Lucas County Commissioners and others to participate in the National “Stepping Up” initiative to reduce the mentally ill population in the jail.
- Mr. Sylak said there was a lot of staff effort going into completing the Board’s two-year Community Plan. It is comprehensive and will set the course of how OMHAS will request and allocate funds for the next biennium. A staff recommendation will be brought to June P&F Committee and to the Board at its June 21 meeting for approval in order to submit it to the State by the June 30, 2016 deadline.
- Mr. Sylak announced that on May 19, 2016, NOPH will host an open house and memorial service at 8:30 a.m. at the state hospital cemetery behind UT with Director Plouck speaking at 11:00 a.m.; some Board staff will attend it.
- Mr. Sylak reviewed the MHR SB Recognition Award recipients, stating that it was the third year of this annual event with 190 attendees as well as news media coverage.

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Mental Health & Recovery Services Board of Lucas County
May 17, 2016

Open Session

- Mr. Arnold provided an update on the Zoning & Planning Committee meeting on May 12, noting that the NPI requested zoning approval for a new Wellness and Recovery Center located on Glendale Avenue in Toledo. It will be on the June 15 Toledo City Council Zoning & Planning Committee agenda, and will then be presented to the full City Council at end of June for approval.
- Mr. Arnold indicated that at 705 Phillips, a 21-bed facility for woman suffering with substance abuse and their children to help mothers remain sober and care for their children will be on the June 15 Toledo City Council Zoning & Planning Committee.

Adjournment

The meeting was adjourned at 4:56 p.m.

Anthony (Tony) Pfeiffer, Secretary

Scott A. Sylak, Executive Director

Governance Committee Report

The Governance Committee met on June 7, 2016. In addition to the items presented for consideration below, the Committee received an update on the MHR SB's inclusion and Diversity efforts. Ms. Delores Williams, Manager of Inclusion and Health Equity reported that the implementation of the Diversity Workgroup report recommendations has begun. An advisory group known as the Inclusion Council has been formed and met on May 4, 2016 to discuss structure, meeting expectations and to receive outcomes from the surveys administered at three provider agencies presented by Joyce Litton Ph.D. and her students from Lourdes University. Ms. Williams also indicated that the MHR SB Inclusion and Health Equity initiative was presented to the contracted provider agency executives or their designees at a meeting held on June 2, 2016. Those provider agencies present were encouraged to provide input for consideration on the use of incentives throughout the system to support inclusion efforts. It is envisioned that Board staff will work with provider agencies to implement organizational self-assessment tools that will help each agency establish benchmarks for future data collection and measurement.

A. FY 2017 Provider Agreement

In February 2016, Board Staff engaged Christina Shaynak-Diaz, Esq. to perform a review of the templates for the Board's FY 2017 Provider Agreements. Ms. Shaynak-Diaz formerly worked with OACBHA as a staff attorney, and subsequently has gone into private practice in the Columbus area. She continues to provide training and consultation for ADAMHS Boards regarding contracting. Staff asked her to specifically look at: 1) a two-year agreement, 2) consolidating MHR SB's two agreements into one, and 3) ensuring that references and language used in the agreement are consistent with recent changes in Ohio Revised Code (ORC). Staff also asked that she perform a general review to recommend any changes in content, language, or format, and to see if the document could be reduced in size at all.

With regard to switching to a two-year provider agreement, she recommends (and staff agrees) to stick with a one-year provider agreement in light of the uncertainties surrounding Medicaid redesign. The proposed document does consolidate the previous two agreements into one and contains her recommended changes to citations, language, and format. Her general comment was that our existing agreement(s) were rather comprehensive documents and she felt that trying to eliminate language or provisions would weaken the understandings of the agreement.

There were no material revisions to contract requirements proposed for FY 2017. As noted, there were a number of references changed because the State has combined former MH and AOD rules into one document and most of the ORC and OAC references have been renumbered in recent months. Language was added to several sections to ensure that the agreement was consistent with federal audit guidelines – the Uniform Guidance, and in compliance with provisions of the OMHAS assurances and anti-discrimination and affirmative action laws. There is also some updated language to strengthen sections about hospitalization pre-screening duties, confidentiality provisions, 120-Day Notices and dispute resolution.

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Copies of the red-lined documents were sent to the Executive Directors of all contract agencies on May 18, 2016 requesting feedback related to the proposed provider agreement. To date, two providers have responded, and that was for clarification, not for dispute or with proposed revisions. Board staff has reviewed several iterations of the agreement while in consultation with Ms. Shaynak-Diaz, and recommend the attached document as the format for contracting with service providers in FY 2017.

The provider agreement was reviewed at the June 7, 2016 Governance Committee meeting, and the Committee recommended that language relating to "MACSIS or its successor" be consistent in all sections of the contract as applicable, and a question was raised as to a statement in Section 10.16 regarding maintaining "status quo" during dispute resolution. Ms. Shaynak-Diaz was consulted and recommended removal of the sentence in question and also agreed with the changes regarding MACSIS. Those changes are incorporated in the document that is presented at this June 21, 2016 meeting.

Subsequent to the June 7, 2016 Governance Committee meeting, it was brought to staff's attention that, consistent with the Report of the Diversity and Inclusion Work Group, language requiring the agencies to cooperate with MHR SB in its efforts to improve diversity and inclusion throughout the system should be included in the agreement. That language is now incorporated in this final contract document as section 4.9.

The following motion is recommended to the Board of Trustees:

The Mental Health & Recovery Services Board of Lucas County approves the format and boilerplate content of the Provider Agreement for Mental Health and Addiction Treatment, Prevention and Supportive Services as presented at the June 21, 2016 Board meeting, and authorizes its Executive Director to use documents in this form in order to enter into agreements with provider agencies in accordance with FY 2017 allocations that have been approved by MHR SB.

B. MHRSB Table of Organization Proposed Changes

Tom Bartlett, Associate Executive Director of the MHRSB, has chosen to retire as of June 30, 2016 presenting the opportunity for the MHRSB to consider revision to its Table of Organization. The position of Associate Executive Director was established during the merger process of the Alcohol and Drug Addiction Services and the Mental Health Boards of Lucas County in 2006. Along with this position, the merger committee also established an Executive Director and Associate Director positions.

The core functions of the Associate Executive Director's responsibilities include the design, implementation, and management of financial support services, including accounting, budgeting, financial forecasting, client benefit enrollment, claims processing, and all associated personnel related activities and communications. Additionally, the position provides strategic and technical leadership for the Board and the provider system in the development of financial operations and strategies that ensure the maintenance of a high quality, efficient and accountable network of prevention, treatment and support services.

With the expanded investments that the MHRSB has made over the past four years, oversight of the fiscal responsibilities has consumed a larger portion of the Associate Executive Director's day-to-day activities. It is appropriate that the position title reflect more closely the position's actual responsibilities, and therefore, it is being recommended that the position of Associate Executive Director be abolished as of July 1, 2016. To ensure that the fiscal integrity of the MHRSB is maintained, it is further recommended that a position of Director of Finance be established with a salary range of \$68,000 to \$103,000 effective June 22, 2016 (note that this salary range is consistent with the other Director positions).

A revised MHRSB Organizational Chart showing recommended changes as of July 1, 2016 is attached. If the two recommendations are approved in the motions presented below, the MHRSB can expect to reduce its administrative expenses by up to \$30,000, as the responsibilities transition from a more tenured staff member to a less tenured individual.

Additionally, should the Board of Trustees approve the recommendations; it would be the Executive Director's intent to immediately appoint an Interim Director of Finance, while a search for a permanent employee occurs.

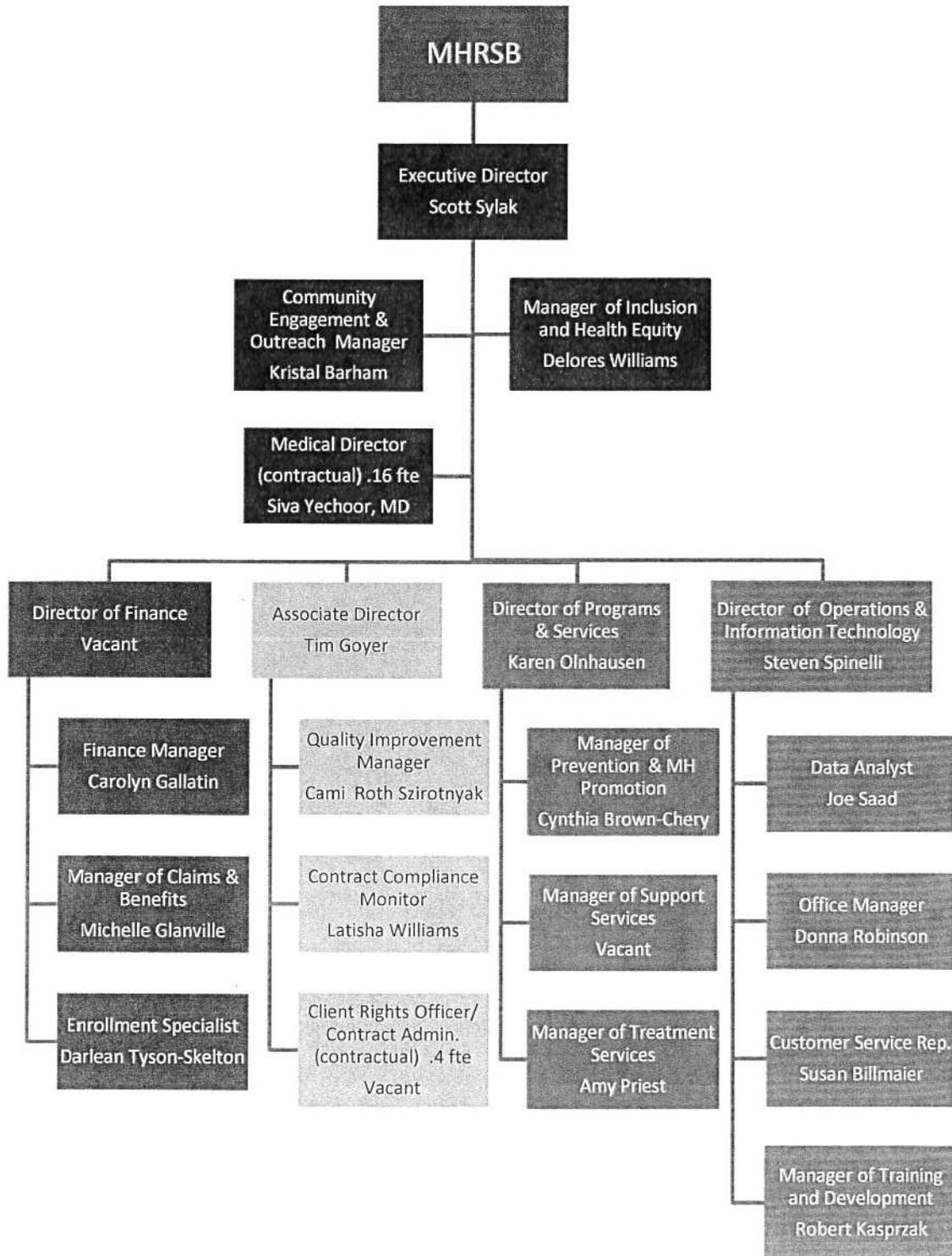
The following motion is recommended to the Board of Trustees:

The Mental Health and Recovery Services Board of Lucas County approves the following revisions to the Table of Organization:

- *Eliminates the full-time position of Associate Executive Director effective July 1, 2016.*
- *Adds the full-time position of Director of Finance and establishes a salary range of \$68,000 to \$103,000 for the new position effective June 22, 2016.*

MHRSB Organizational Chart

July 1, 2016



FY 2017 MHRS Board Administrative Budget

Attached is the proposed FY 2017 MHRS Board Administrative Budget; it compares the FY 2013 through the recommended FY 2017 Administrative Budget with the dollar changes between the FY 2016 and FY 2017 Budgets. The recommended FY 2017 Board Admin Budget is \$1,805,385 as compared to the FY 2016 Board Admin Budget of \$1,735,704 which is an increase of 4.0%.

- The main differences between these two budgets are summarized in the following narrative:
- The FY 2017 Admin Budget Salaries line item assumes the continuation of the current 19 employees staffing level. Most of the total personnel cost increase is related to the three new employees approved in the FY 2016 Admin Budget which will work twelve months in FY 2017 as opposed to limited months in FY 2016.
- A total of 3.0% was added to the Salaries total to allow salary increases based on performance for staff members which will occur on the employees' anniversary dates.
- The FY 2017 Budget assumes a 10% increase in health insurance cost as of March 2017, the start of the County's health insurance plan year.
- No adjustment was made in the Medical Director's hourly compensation rate.
- Strategic Planning and Executive Director Evaluation expenses were included.
- Increases in Professional Services -MIS, Travel and Advertising expenses were included in the FY 2017 Admin Budget based on the actual FY 2016 utilization.

It is important to acknowledge that the recommended FY 2017 Board Admin Budget does not include a capital funding request for a new Non-Medicaid POS billing software package. The Board staff is evaluating possible options but this analysis has not been completed at this time.

Since OMHAS has indicated to the Boards that they are not going to make the required changes to MACSIS to accommodate the new behavioral health code set which will be effective in January 1, 2017, the MHRSB will have to move to new billing software which will be able to bill the new behavioral health code sets. By moving to a new Non-Medicaid POS billing software, the Board will continue its long-established practice of not paying providers in excess of Medicaid ceiling rates when the additional billing rates become effective.

Adoption of this proposed FY 2017 Board Administrative Budget would enable the MHRS Board to invest approximately \$.93 cents of every \$1.00 dollar of Board Revenue for treatment, prevention and supportive services in Lucas County.

The Governance Committee reviewed the proposed FY 2017 MHRS Board Administrative Budget at their June 7, 2016 meeting and they were supportive of this Budget.

BOARD MEETING

June 21, 2016

The following motion is recommended to the Board of Trustees:

The Mental Health & Recovery Services Board of Lucas County approves the Fiscal Year 2017 MHRS Board Administrative Budget of \$1,805,385 as contained in the June 21, 2016 MHRS Board packet.

**Mental Health and Recovery Services Board of Lucas County
FY 2013 -FY 2016 Board Admin Budgets and Recommended FY 2017 Board Admin Budget**

DESCRIPTION	FY 2013		FY 2014		FY 2015		FY 2016		Recommended FY 2017		FY 2017 Decrease/ (Increase) FY 2016	Comments
	Board Admin Budget	Board Admin Budget										
Salaries	\$ 855,638	\$ 938,976	\$ 943,355	\$ 1,107,577	\$ 1,145,021	\$	\$	\$	\$	\$	(37,444)	19 FTEs
PERS	\$ 119,789	\$ 129,222	\$ 132,070	\$ 155,057	\$ 160,303	\$	\$	\$	\$	\$	(5,246)	
FICA	\$ 11,804	\$ 13,384	\$ 13,679	\$ 16,061	\$ 16,603	\$	\$	\$	\$	\$	(542)	
Health Insurance	\$ 85,026	\$ 63,245	\$ 64,447	\$ 104,290	\$ 110,952	\$	\$	\$	\$	\$	(6,662)	
Workers Compensation	\$ 9,000	\$ 9,167	\$ 9,000	\$ 11,962	\$ 11,962	\$	\$	\$	\$	\$	-	Lucas County estimate.
Total Personnel Costs	\$ 1,081,257	\$ 1,153,994	\$ 1,162,551	\$ 1,394,947	\$ 1,444,841	\$	\$	\$	\$	\$	(49,894)	
Rent	\$ 75,597	\$ 60,789	\$ 60,789	\$ 62,005	\$ 63,245	\$	\$	\$	\$	\$	(1,240)	2% rent increase.
Prof. Services - Clinical Equipment/Software	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$	\$	\$	\$	\$	-	
Prof. Services - Consultants	\$ 5,600	\$ 26,604	\$ 24,225	\$ 24,255	\$ 24,255	\$	\$	\$	\$	\$	-	
Director Discretionary Fund	\$ 8,700	\$ 24,128	\$ 24,148	\$ 26,624	\$ 26,624	\$	\$	\$	\$	\$	-	
Dues	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$	\$	\$	\$	\$	-	
Telephone	\$ 17,660	\$ 17,660	\$ 17,660	\$ 17,660	\$ 18,500	\$	\$	\$	\$	\$	(840)	OACBHA 3% increase.
Liability Insurance	\$ 16,500	\$ 16,500	\$ 16,500	\$ 16,500	\$ 16,500	\$	\$	\$	\$	\$	-	
Parking - Staff	\$ 10,600	\$ 14,089	\$ 14,089	\$ 14,089	\$ 14,089	\$	\$	\$	\$	\$	-	
Agency Workforce Develop.	\$ 10,350	\$ 15,810	\$ 15,810	\$ 15,300	\$ 15,300	\$	\$	\$	\$	\$	-	
Community Engagement	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$	\$	\$	\$	\$	-	
Office Supplies	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$	\$	\$	\$	\$	-	
Equipment Rental	\$ 10,200	\$ 10,506	\$ 10,506	\$ 10,037	\$ 10,037	\$	\$	\$	\$	\$	-	
Travel	\$ 9,400	\$ 9,400	\$ 9,400	\$ 8,548	\$ 8,548	\$	\$	\$	\$	\$	-	
Staff Training	\$ 7,343	\$ 6,900	\$ 9,000	\$ 7,343	\$ 8,500	\$	\$	\$	\$	\$	(1,157)	Higher utilization
Parking - Other	\$ 2,400	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$	\$	\$	\$	\$	-	
County HR Department	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,237	\$ 6,237	\$	\$	\$	\$	\$	-	
Advertising/Printing	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$	\$	\$	\$	\$	-	
	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 5,250	\$	\$	\$	\$	\$	(1,250)	Higher utilization

**Mental Health and Recovery Services Board of Lucas County
FY 2013 -FY 2016 Board Admin Budgets and Recommended FY 2017 Board Admin Budget**

DESCRIPTION	FY 2013		FY 2014		FY 2015		FY 2016		Recommended FY 2017		FY 2017 Decrease/ (Increase) FY 2016	Comments
	Board Admin Budget	Board Admin Budget										
Meetings	\$ 2,400	\$ 2,400	\$ 3,800	\$ 3,800	\$ 3,800	\$ 3,800	\$ 3,800	\$ 3,800	\$ 3,800	\$ -	\$ -	
Postage	\$ 2,000	\$ 2,400	\$ 3,200	\$ 3,200	\$ 2,759	\$ 2,759	\$ 2,759	\$ 2,759	\$ 2,759	\$ -	\$ -	
211 Telephone Support	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ -	\$ -	\$ -	\$ 3,000	\$ 3,000	
Maintenance Agreements	\$ 2,500	\$ 2,400	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ -	\$ -	
CJCC - NORIS	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ -	\$ -	
Miscellaneous	\$ 2,000	\$ 2,200	\$ 2,110	\$ 2,110	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ -	\$ -	
Prof. Services - MIS	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 3,800	\$ 3,800	\$ 7,100	\$ 7,100	\$ 7,100	\$ (3,300)	\$ (3,300)	Expanded bandwidth.
Strategic Planning	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ 10,000	\$ (10,000)	\$ (10,000)	
ED Evaluation	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ (5,000)	\$ (5,000)	
Equipment Repairs	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ -	\$ -	
TOTAL ADMIN BUDGET	\$ 1,376,407	\$ 1,510,680	\$ 1,501,188	\$ 1,501,188	\$ 1,735,704	\$ 1,735,704	\$ 1,805,385	\$ 1,805,385	\$ 1,805,385	\$ (69,681)	\$ (69,681)	4.0% increase from FY 2016 Budget.

Recommended FY 2017 Budget Assumptions

- 19 FTE plus current PT staffing (no increases in Board staffing). Most of the salaries line item increase is due to paying the three new employees approved in FY 2016 for 12 months in FY 2017.
- 3% assumed increase in Staff salaries on service anniversary dates.
- Higher health/drug/dental expense: 10% projected increase in rates (Plan Year starts in March).
- No adjustment was made in the Medical Director's hourly compensation rate.
- Added Strategic Planning and Executive Director Evaluation expenses.
- Budgeted increases for Professional Services - MIS, Travel, and Advertising based on actual FY 2016 utilization.

6/15/2016

C. ABLE CY 2015 Audit Late Submission Assessment Appeal

The MHRS Board received ABLE's Calendar Year 2015 Audited Financial Statements on May 10, 2016. Under ABLE's FY 2016 Provider Agreement, Article 7.4.1 (Annual Audit) specifies that if the CY 2015 Audited Financial Statements are not submitted to the MHRS Board by May 1, 2016, an assessment is due to the MHRS Board for late submission. Given this contract language, ABLE was informed that a \$1,500 assessment was payable to the MHRSB due to their late submission of their Calendar Year 2015 Audited Financial Statements.

Article 7.4.1 also provides ABLE the opportunity to appeal this assessment to the MHRS Board within 14 days of the Board's notice of this assessment. Mr. Joseph Tafelski, Executive Director of ABLE, formally appealed this assessment on May 31, 2016. Attached is a copy of this letter.

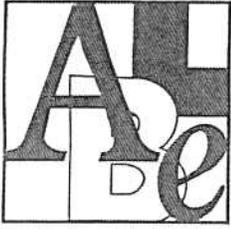
Under the same Article 7.4.1 of ABLE's FY 2016 Provider Agreement, the MHRSB has 30 days from the agency's appeal letter's date to act on this appeal. The MHRSB, acting in its discretion, can enforce, waive or amend the assessment. The decision of the MHRS Board is final.

Mr. Joseph Tafelski was in attendance at the June 7, 2016 Governance Committee meeting where this agenda item was discussed. Mr. Tafelski indicated that the MHRSB's requirements are closely watched to be compliant as evidenced by the timely submission of previous audited financial statements to the Board.

Mr. Olman said that the Board of Trustees need to maintain full compliance of the Provider Agreement reporting requirements but the agency's past performance and severity of the offense should be considered. After discussion of this subject in detail, Mr. Olman made a motion and Ms. Howe seconded it to reduce the ABLE assessment penalty from \$1,500 to \$500, and the motion was approved by a voice vote.

The following motion is recommended to the Board of Trustees:

The Mental Health and Recovery Services Board of Lucas County reduces ABLE's \$1,500 assessment for the late submission of ABLE's CY 2015 Financial Statements audit to \$500 due to ABLE's track record of timely submission of previous audited financial statements.



Advocates for Basic
Legal Equality, Inc.

Center for
Equal Justice

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www.ablelaw.org

ABLE is funded
in part by:



May 31, 2016

Mr. Scott A. Sylak
Executive Director
Mental Health & Recovery Services
Board of Lucas County
701 Adam Street, Suite 800
Toledo, OH 43604

Re: Assessment Appeal

Dear Mr. Sylak:

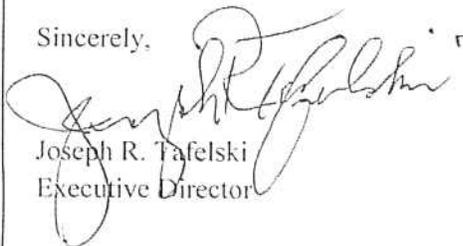
Please accept this letter as a formal appeal by Advocates for Basic Legal Equality, Inc. (ABLE) from the assessment of \$1,500, as set forth in the attached letter of Thomas Bartlett dated May 18, 2016, for late submission of ABLE's 2015 Audited Financial Statements.

We apologize and regret that we submitted our audit 10 days after the deadline. Over the years our compliance with the Mental Health & Recovery Services Board of Lucas County requirements has been very good. We take great pride in the professional administration of our organization and our relationship with our funding partners. This oversight was truly an aberration, one that we corrected immediately as soon as it was brought to our attention.

By way of further background, our Finance Team handles the budgeting and finances for both ABLE and our partner organization Legal Aid of Western Ohio, Inc. (LAWO). This year's completion of the ABLE and LAWO audits coincided with an extensive compliance visit by the Legal Services Corporation (LAWO's major funder). That visit absorbed nearly all of the Finance Team's time and attention. I do not offer this as an excuse for missing the deadline, but rather as an explanation that the combination of all these projects occurring during the same time strongly contributed to our missing the LCMHRSB deadline.

It is our sincere hope that based on our excellent record of compliance in the past, and our commitment to the same in the future, the LCMHRSB will waive the \$1,500 assessment for the late submission of the 2015 Audited Financial Statements. Thank you for your consideration.

Sincerely,


Joseph R. Tafelski
Executive Director

Combined Programs & Services/Planning & Finance Committee Meeting

The Programs & Services (P&S) Committee and the Planning & Finance (P&F) Committee met in joint session on June 14, 2016; although there were eight voting members at the meeting, a quorum of both committees was not reached so that action could not be taken with regard to voting on recommending motions to the full Board. Nonetheless, there was good discussion on all the items presented in this section. The recommendation regarding the Recovery Council that had been on the agenda was tabled as it required action from the P&S Committee.

The following items were discussed, and contain motions for consideration by the Board of Trustees:

A. Treasurer's Report

- **May 2016 Financial Statements**

Attached is the Consolidated Statement of Revenues and Expenditures for the month ending May 2016. Also enclosed are the schedules of POS claims, contract vouchers and miscellaneous vouchers already delivered to the Auditor's office.

For the month of May, expenditures exceeded revenues by \$308,610 which is \$2,692,310 favorable to the budget. Total Board revenues were \$2,300,305 better than budget due to receiving the state portion of the January property taxes and the receipt of OMHAS federal funds that were discussed in last month's Treasurer's report. Expenses were \$392,005 better than budget primarily due to lower grant and AOD POS spending.

On a May FYTD 2016 basis, revenues exceeded expenditures by \$1,891,105 which is \$1,906,758 favorable to the budget. Total Board revenues were \$416,684 below budget primarily due to lower than anticipated State's share of the levy property taxes and OMHAS federal revenues. It is anticipated that the OMHAS federal revenues will be close to the total year revenue budget by the end of the fiscal year, but it is probable that the Board will be approximately \$250,000 below the budgeted total year levy revenue.

Total May FYTD Board expenditures were \$2,323,442 less than budget due to underspending in almost all expense categories. Of particular significance, however, is that the MH POS actual spending has exceeded the May FYTD budget amount by \$40,589 for the first time this fiscal year. This negative variance is only 1.4% of the budgeted amount, but this actual expense exceeding the budgeted amount has not occurred in a number of years. MH POS has been trending in this way for the last six months and it is anticipated that MH POS actual spending will exceed the total fiscal year budget by a modest amount.

The other expense categories have positive variances. May FYTD 2016 AOD POS underspending was \$1,011,831 which is 45% below the May FYTD budget which is less than the April FYTD variance of

BOARD MEETING**June 21, 2016**

48%. May FYTD Grant Funded programs are \$1,039,962 under budget due to the continued lower targeted allocation spending. Pass Through program expenses are \$96,556 below the May FYTD budget which is only 3.0% below budget on a FYTD basis. Board Administrative spending is \$215,682 below the May FYTD budget.

The projected FY 2016 Board's operating results discussed in the updated Board's Financial Forecast at the May 3, 2016 Planning & Finance Committee meeting will probably be under the projected \$763,801 Increase in Net Assets (Surplus) due to the reduced levy revenue. The exact amount of the Board's Operating Surplus in FY 2016 is to be determined after all of the year end accruals are made but the Board should be in a surplus position for FY 2016.

Claims and Voucher information for May is as follows:

- Payments of POS claims for May are included for ratification. The total of these payments paid by agency were as follows:

AGENCY	AOD	MH	TOTAL
A RENEWED MIND	\$ 15,658.72	\$ -	\$ 15,658.72
HARBOR	\$ 19,185.21	\$ 67,367.44	\$ 86,552.65
NEW CONCEPTS	\$ 20,515.72	\$ 88.96	\$ 20,604.68
UNISON	\$ 41,070.85	\$ 156,915.33	\$ 197,986.18
ZEPF CENTER	\$ 96,069.22	\$ 157,270.72	\$ 253,339.94
Out of County	\$ -	\$ 756.32	\$ 756.32
GRAND TOTAL	\$192,499.72	\$ 382,298.77	\$ 574,925.49

- May Contract vouchers total \$2,788,860.77. Included in this amount are the sixth and final scheduled grant payments for FY 2016.
- May Miscellaneous vouchers total \$11,327.62. Included in this amount is \$1,127.00 to the Hancock County ADAMHS Board for CIT Dispatchers training.

The following motion is recommended to the Board of Trustees:

The Mental Health & Recovery Services Board of Lucas County approves the May 2016 financial statements and the May 2016 voucher schedules of bills as presented in the June 21, 2016 Board packet.

Mental Health and Recovery Services Board of Lucas County
Consolidated Statement of Revenues and Expenditures
May 2016

	<u>May Actual</u>	<u>May FYTD Actual</u>	<u>May FYTD Budget</u>	<u>May FYTD Budget Variance</u>	<u>Annual Budget</u>
Revenue					
Local Levy Revenue	\$ 1,140,634	\$ 17,435,434	\$ 17,720,231	\$ (284,797)	\$ 17,720,231
Federal Grants Revenue	\$ 1,328,691	\$ 3,425,356	\$ 3,655,355	\$ (229,999)	\$ 3,718,568
State Revenue	\$ 558,492	\$ 2,025,147	\$ 1,982,743	\$ 42,404	\$ 2,064,332
HUD Revenue	\$ 66,108	\$ 601,301	\$ 549,260	\$ 52,041	\$ 659,112
BHJJ/OOD Revenue	\$ 81,902	\$ 526,211	\$ 522,545	\$ 3,666	\$ 582,280
Total Revenue	\$ 3,175,827	\$ 24,013,450	\$ 24,430,134	\$ (416,684)	\$ 24,744,523
Expenditures					
Grant Funded Program Expenses	\$ 2,314,635	\$ 13,520,118	\$ 14,560,080	\$ 1,039,962	\$ 14,815,193
MH Non-Medicaid POS Expenses	\$ 382,713	\$ 2,917,346	\$ 2,876,758	\$ (40,589)	\$ 3,490,600
AOD Non-Medicaid POS Expenses	\$ 192,186	\$ 1,240,782	\$ 2,252,613	\$ 1,011,831	\$ 2,704,736
Pass Through Program Expenses	\$ 472,366	\$ 3,118,372	\$ 3,214,928	\$ 96,556	\$ 3,484,536
Board Administration Expenses	\$ 122,536	\$ 1,325,727	\$ 1,541,409	\$ 215,682	\$ 1,735,704
Total Expenditures	\$ 3,484,437	\$ 22,122,345	\$ 24,445,787	\$ 2,323,442	\$ 26,230,769
Increase/(Decrease) in Net Assets	\$ (308,610)	\$ 1,891,105	\$ (15,653)	\$ 1,906,758	\$ (1,486,246)

6/7/2016

Mental Health and Recovery Services Board of Lucas County
Consolidated Balance Sheet
As of May 31, 2016

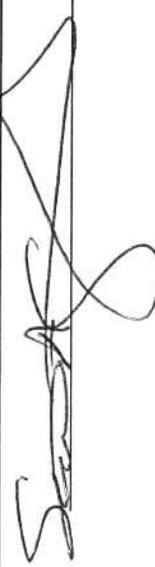
	<u>April 30, 2016</u>	<u>May</u>	<u>May 31, 2016</u>
	<u>Balance Sheet</u>	<u>Changes</u>	<u>Balance Sheet</u>
ASSETS			
Current Assets			
Total Cash	\$ 19,094,907	\$ (311,975)	\$ 18,782,932
Prepaid Expenses	\$ 1,560	-	\$ 1,560
TOTAL ASSETS	<u>\$ 19,096,467</u>	<u>\$ (311,975)</u>	<u>\$ 18,784,492</u>
LIABILITIES & FUND BALANCES			
Liabilities			
Total Accounts Payable	\$ 324,904	\$ (3,365)	\$ 321,539
Total Accrued Employee Benefits	\$ 197,481	-	\$ 197,481
Deferred Revenue	\$ 380,000	-	\$ 380,000
Total Liabilities	\$ 902,385	\$ (3,365)	\$ 899,020
Fund Balances			
Disaster Response Board Designated	\$ 50,000	-	\$ 50,000
Wernert Center Board Designated	\$ 2,050,000	-	\$ 2,050,000
Total Board Designated Funds	\$ 2,100,000	-	\$ 2,100,000
Total Other Board Fund Balances	\$ 16,094,082	\$ (308,610)	\$ 15,785,472
TOTAL LIABILITIES & FUND BALANCES	<u>\$ 19,096,467</u>	<u>\$ (311,975)</u>	<u>\$ 18,784,492</u>

6/7/2016

MHRBS of Lucas Co.

May 2016 - Purchase of Service

PAYMENT DATE	VENDOR	VOUCHER	AMOUNT	DESCRIPTION
5/19/2016	Behavioral Connections	461727	108.05	CLAIMS WK 5/9/16
5/11/2016	City of Compassion	460465	15,658.72	MAT Rx MARCH-MAY
5/10/2016	Firelands Counseling	460097	216.09	CLAIMS WK 4/25/16
5/13/2016	Firelands Counseling	461369	432.18	CLAIMS WK 5/2/16
5/10/2016	Harbor	460087	18,922.55	CLAIMS WK 4/25/16
5/11/2016	Harbor	460462	5,277.84	MAT Rx MARCH
5/11/2016	Harbor	460463	19,708.57	CLAIMS WK 5/2/16
5/19/2016	Harbor	461729	17,974.23	CLAIMS WK 5/9/16
5/25/2016	Harbor	462861	24,669.46	CLAIMS WK 5/16/16
5/10/2016	New Concepts	460098	2,902.35	CLAIMS WK 4/25/16
5/11/2016	New Concepts	460470	5,667.75	CLAIMS WK 5/2/16
5/19/2016	New Concepts	461732	4,243.53	CLAIMS WK 5/9/16
5/25/2016	New Concepts	462862	7,791.05	CLAIMS WK 5/16/16
5/10/2016	Unison	460088	79,462.82	CLAIMS WK 4/25/16
5/11/2016	Unison	460468	20,281.35	CLAIMS WK 5/2/16
5/19/2016	Unison	461734	519.87	CLAIMS WK 5/9/16
5/25/2016	Unison	462864	91,191.43	CLAIMS WK 5/16/16
5/25/2016	Unison	462866	6,530.71	MAT Rx APRIL
5/10/2016	Zepf	460090	86,603.23	CLAIMS WK 4/25/16
5/10/2016	Zepf	460100	330.51	BAD DEBT
5/11/2016	Zepf	460467	59,488.95	CLAIMS WK 5/2/16
5/19/2016	Zepf	461736	39,697.07	CLAIMS WK 5/9/16
5/25/2016	Zepf	462870	57,268.99	CLAIMS WK 5/16/16
5/25/2016	Zepf	462871	9,951.19	MAT Rx APRIL
			574,898.49	TOTAL


 _____ Executive Director

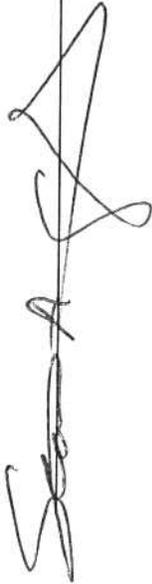
MHRBSB of Lucas Co.
 May 2016 - Contractual

PAYMENT DATE	VENDOR	VOUCHER	AMOUNT	DESCRIPTION
5/10/2016	Able	460052	35,090.05	FY16 GRANT -MAY/JUN
5/10/2016	Adelante	460054	41,759.54	FY16 GRANT -MAY/JUN
5/10/2016	Big Brothers Big Sisters	460055	7,520.35	FY16 GRANT -MAY/JUN
5/19/2016	Christina L. Shaynak	461724	262.50	CONTRACT REVIEW - MARCH
5/19/2016	Christina L. Shaynak	461726	1,015.00	CONTRACT REVIEW - APRIL
5/10/2016	City of Compassion	460093	4,500.00	FY16 GRANT -MAY/JUN
5/10/2016	Court Diagnostic	460057	56,745.00	FY16 GRANT -MAY/JUN
5/11/2016	Erie County	460459	38,856.51	Q3 STRONG FAM/SAFE COMM
5/10/2016	Family Service Of NW Ohio	460058	6,046.35	FY16 GRANT -MAY/JUN
5/9/2016	Great Lakes Marketing	460051	5,000.00	PROGRAM EVAL - APR
5/25/2016	Great Lakes Marketing	462833	5,000.00	PROGRAM EVAL - MAY
5/10/2016	Harbor	460060	214,300.46	FY16 GRANT -MAY/JUN
5/11/2016	Lucas County FC	460461	16,227.60	Q3 STRONG FAM/SAFE COMM
5/10/2016	Motto Forth LLC	460456	4,000.00	NALAXONE ADVERTISING
5/25/2016	Motto Forth LLC	462889	500.00	NALAXONE ADVERTISING
5/10/2016	Nami of Greater Toledo	460063	52,885.35	FY16 GRANT -MAY/JUN
5/9/2016	Neighborhood Properties	460050	22,369.75	CABHI GRANT -MAR
5/10/2016	Neighborhood Properties	460064	446,128.30	FY16 GRANT -MAY/JUN
5/19/2016	Neighborhood Properties	461723	74,000.00	PRIVATE MK. RENTAL ASSIST.
5/25/2016	Neighborhood Properties	462839	66,108.13	HUD APRIL
5/26/2016	Neighborhood Properties	462841	4,711.00	ACCESS 2 SUCCESS MAR-JUNE
5/11/2016	NORTH CENTRAL OHIO	460460	15,891.07	Q3 STRONG FAM/SAFE COMM
5/10/2016	Rescue Mental Health	460065	706,034.71	FY16 GRANT -MAY/JUN
5/11/2016	Sandusky County	460458	29,483.29	Q3 STRONG FAM/SAFE COMM
5/10/2016	St Paul's Community Center	460067	90,644.15	FY16 GRANT -MAY/JUN
5/10/2016	St. Vincent Medical	460068	11,971.50	FY16 GRANT -MAY/JUN
5/10/2016	Swanton Area Comm. Coal.	460096	4,440.34	FY16 GRANT -MAY/JUN
5/10/2016	SCAT	460074	21,418.15	FY16 GRANT -MAY/JUN
5/10/2016	TASC of Northwest Ohio	460077	245,032.25	FY16 GRANT -MAY/JUN
5/10/2016	The Learning Club	460061	18,292.35	FY16 GRANT -MAY/JUN
5/10/2016	Thomas M Wernert Center	460082	96,985.00	FY16 GRANT -MAY/JUN
5/10/2016	Thread Information	460091	2,242.50	RECOVERY HELPLINE
5/10/2016	Unison	460081	127,703.31	FY16 GRANT -MAY/JUN

MHRBS of Lucas Co.

May 2016 - Contractual

PAYMENT DATE	VENDOR	VOUCHER	AMOUNT	DESCRIPTION
5/10/2016	United Way	460085	7,195.00	FY16 GRANT -MAY/JUN
5/9/2016	UMADAOP	460080	58,183.50	FY16 GRANT -MAY/JUN
5/25/2016	UMADAOP	462831	10,000.00	FY16 GRANT MAY/JUN
5/10/2016	Zepf	460084	214,202.54	FY16 GRANT -MAY/JUN
5/25/2016	Zepf	462830	26,115.22	RTW - MARCH
			2,788,860.77	TOTAL

 Executive Director

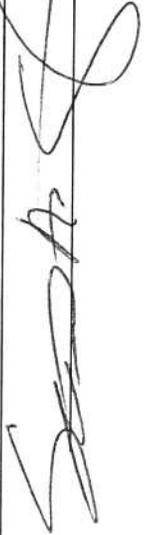
MHRBSB of Lucas Co.

May 2016 - Miscellaneous

PAYMENT DATE	VENDOR	VOUCHER	AMOUNT	DESCRIPTION
5/10/2016	Amy J Priest	460121	55.00	CELL PHONE -MAY
5/19/2016	Carolyn Gallatin	461740	56.21	TRAVEL/SUPPLIES REIMB.
5/25/2016	Carolyns Person. Catering	462884	311.50	CIT LUNCHEON - MAY
5/26/2016	Cdw Government , Inc	462857	196.72	RENEWAL - GUEST INTERNET
5/19/2016	Cynthia P. Brown-Chery	461742	54.86	TRAVEL REIMB
5/25/2016	DAVID BROWNING	462888	150.00	MUSIC - RECOG CEREMONY
5/10/2016	Delores C Williams	460113	55.00	CELL PHONE -MAY
5/11/2016	Delores C Williams	460451	47.10	TRAVEL REIMB MAR/APR
5/11/2016	Donna M Robinson	460446	71.09	COMPUTER ACCESSORY
5/25/2016	Donna M Robinson	463010	147.02	TRAVEL REIMB MAY
5/26/2016	Donna M Robinson	462882	63.87	TRAVEL REIMB
5/10/2016	Enterprise Rent-A-Car	460130	61.61	RENTAL CAR APRIL
5/10/2016	Enterprise Rent-A-Car	460131	98.56	RENTAL CAR APRIL
5/25/2016	Enterprise Rent-A-Car	463035	74.07	RENTAL CAR MAY
5/25/2016	Enterprise Rent-A-Car	463036	79.32	RENTAL CAR MAY
5/26/2016	Enterprise Rent-A-Car	462885	20.12	RENTAL CAR MAY
5/26/2016	Enterprise Rent-A-Car	462887	147.84	RENTAL CAR MAY
5/10/2016	Gold Ribbon Trophies	460448	309.40	RECOGNITION AWARDS
5/10/2016	Hancock County	460453	1,127.00	CIT TRAINING
5/10/2016	Joe Saad	460120	55.00	CELL PHONE -MAY
5/10/2016	Karen Olnhausen	460122	55.00	CELL PHONE -MAY
5/25/2016	Karen Olnhausen	463027	30.89	TRAVEL REIMB JAN
5/25/2016	Karen Olnhausen	463028	43.52	TRAVEL REIMB MAY
5/25/2016	Karen Olnhausen	463030	86.07	TRAVEL REIMB JAN-APR
5/10/2016	Keystone Printing	460447	225.00	MHFA BROCHURES
5/26/2016	Keystone Printing	462872	540.00	SUPPLIES - LOGO FOLDER
5/10/2016	Kristal Barham	460124	55.00	CELL PHONE -MAY
5/10/2016	Kristal Barham	460125	880.59	COMM ENGAGE. REIMB APRIL
5/25/2016	Kristal Barham	463022	257.62	TRAVEL REIMB MAY
5/10/2016	Kwik Parking	460452	650.00	GUEST PARKING -APR
5/26/2016	LEAF Commercial Capital	462852	437.00	COPIER LEASE MAY
5/25/2016	Michael's Gourmet	463032	50.00	CIT GRADUATION
5/25/2016	Michelle S Glanville	463025	22.38	TRAVEL REIMB OCT-MAY

MHRB of Lucas Co.
 May 2016 - Miscellaneous

PAYMENT DATE	VENDOR	VOUCHER	AMOUNT	DESCRIPTION
5/10/2016	Office Max Contract	460102	12.86	OFFICE SUPPLIES APRIL
5/10/2016	Office Max Contract	460103	0.94	OFFICE SUPPLIES APRIL
5/10/2016	Office Max Contract	460106	7.50	OFFICE SUPPLIES APRIL
5/20/2016	Office Max Contract	462476	19.91	OFFICE SUPPLIES APRIL
5/25/2016	Office Max Contract	462877	6.50	OFFICE SUPPLIES MAY
5/26/2016	Office Max Contract	462873	4.19	OFFICE SUPPLIES MAY
5/26/2016	Office Max Contract	462874	16.09	OFFICE SUPPLIES MAY
5/26/2016	Office Max Contract	462876	190.17	CIT SUPPLIES MAY
5/10/2016	Ohio Business Machines	460101	14.50	TONER - APRIL
5/10/2016	Ohio Business Machines	460444	184.32	COPIER COVERAGE -APRIL
5/26/2016	Ohio Business Machines	462849	14.50	TONER - MAY
5/25/2016	One Day Sign	462879	19.00	BD MEMBER TABLE TENT
5/10/2016	P&A Photo	460129	700.00	RECOG AWARDS BANQUET
5/10/2016	Park Inn Toledo	460128	621.60	RECOG AWARDS BANQUET
5/10/2016	Robert Kasprzak	460132	336.87	MHFA TRAINING REIMB APRIL
5/10/2016	Scott A. Sylak	460115	55.00	CELL PHONE -MAY
5/19/2016	Scott A. Sylak	461745	251.44	TRAINING REIMB MARCH
5/19/2016	Scott A. Sylak	461746	211.89	TRAVEL REIMB DEC
5/19/2016	Scott A. Sylak	461747	187.38	TRAVEL REIMB JAN/FEB
5/19/2016	Scott A. Sylak	461756	120.26	TRAVEL REIMB APRIL
5/20/2016	Scott A. Sylak	462365	427.19	TRAVEL REIMB FEB/MARCH
5/10/2016	Sprint	460127	107.22	WIRELESS -APRIL
5/10/2016	Steve Spinelli	460116	55.00	CELL PHONE -MAY
5/10/2016	Steve Spinelli	460117	60.33	SAFE DEP BOX -ANNUAL FEE
5/10/2016	Steve Spinelli	460119	240.31	DOMAIN/SSL CERT RENEWALS
5/10/2016	Superior Uniform Sales	460449	296.94	CIT EMBLEMS
5/19/2016	Telesystem	461738	396.35	TELESYSTEM APRIL
5/10/2016	The Blade	460111	150.00	EXHIBITION BOOTH
5/10/2016	Timothy Goyer	460123	55.00	CELL PHONE -MAY
5/12/2016	Zepf	460455	50.00	FWD COMMUNITY DONATION
			11,327.62	TOTAL

 Executive Director

B. FY 2017 Community Plan

On April 18, 2016, OMHAS released their reporting requirements for the SFY 2017 Community Plan. The format of the document, which is due back to the State by June 30, 2016, is prescribed similar to ones done in prior years. The State uses the Boards' submissions to inform its Strategic Plan to align local, state and federal priorities as a basis for future OMHAS initiatives, and it holds out that funding to the local Boards contingent upon satisfactory completion of this reporting requirement. One new driver for the Community Plan this year is the Minimum Treatment and Support legislation (ORC 340.033) that will now go into effect July 1, 2017. This change to the law requires that boards have a defined continuum of care for the treatment of "all levels of opioid and co-occurring drug addiction" disorders. In order to ensure that boards are in compliance (or plan to be), OMHAS required a rather extensive spreadsheet be completed that inventories all services in the community whether board funded or not.

In the plan document there are 12 pre-defined sections to which the Board is asked to respond:

- Section 1 asks respondents to define the environmental context of the current state. In addition to discussing the demographics and economics of the community, we cite the financial strength of our system based on community support and contrast that with the "unknown" related to the Medicaid Redesign, including managed care, which board areas will face during this next biennium.
- Section 2 seeks to learn from boards what processes were employed to assess needs, gaps and disparities in the local service area. This report demonstrates that a significant amount of effort has been made during the past two years to gather feedback from consumers, families, stakeholders, and the community.
- Sections 3-5 give opportunities for boards to highlight strengths and weaknesses as they relate to the system of care in our county. This document cites a mature provider network, a well-developed housing system, increased investments in prevention and recovery supports, and collegial relationships with stakeholders as strengths, while the volatility of Medicaid funding methodologies and a shortage of qualified mental health and substance use professionals in the workforce are called out as weaknesses. With regard to cultural competency, the plan cites the recent efforts of the Diversity Workgroup and the Board's intentions to implement the recommendations put forth in its final report.
- Sections 6-7 are discussions of board priorities as they relate to state priorities. OMHAS identifies in the pre-populated sections of this portion of the report which of the federal priorities (Substance Abuse Prevention & Treatment Block Grant, SAMHSA, and Mental Health Block Grant) they are identifying as state priorities. In this section, boards are asked to identify which of those priorities are local priorities. In completing this section, though Lucas County has some activity/programming in most of the state's defined areas, staff only selected those areas in which MHRSB has a defined emphasis. There were areas in which boards were allowed to enter priorities that were unique to a local system, and/or priority areas which board areas would like to address if funds were available.

- Sections 8-9 seek information as to how the boards are working with collaboration with other local systems. We cite a great deal of involvement with the criminal justice system, including application for state funding to support local programs. We have collaborated with other boards in the implementation of the Recovery Helpline as well as with prevention programming. With regard to working with local hospital systems, a number of initiatives were cited.
- Sections 10-12 are optional; however, staff chose to use this section as an opportunity to highlight our community mini-grant program as an innovative effort, and to remind the Department of the difficulties that the IMD Exclusion Rule presents when a community is trying to expand its capacity for inpatient detox and/or treatment services.

Attached is the Community Plan that requires the signature of both the Board Chair and its Executive Director. Though no action was taken at the combined P&S/P&F Committee meeting on June 14, 2016, the plan was discussed among the members present.

The following motion is recommended to the Board of Trustees:

The Mental Health and Recovery Services Board of Lucas County approves the document entitled "Community Plan SFY 2017" as presented at its June 21, 2016 Board Meeting, and authorizes its Chair and Executive Director to sign the document for submission.

C. Engaging Families that Experience Mental Illness Proposal

For over one year, the MHRSB has been discussing the importance of hearing directly (and regularly) from persons affected by mental illness and/or addiction, either those who actually experience it (consumers), or family members who are impacted by it. While staff driven forums or surveys have gathered some information from these populations, Board members continued to express concern that we were not getting a broad enough cross section of Lucas County. As a result, staff was authorized to issue an RFI to learn if there were professional firms who would propose a process to better engage family members and consumers in Lucas County in order to determine their perception of need.

On February 22, 2016, Board staff widely distributed an RFI to which there were seven respondents. The request asked specifically that in addition to analyzing surveys, facilitating focus groups, and synthesizing feedback into a formal report, that the process that is developed would be clearly defined and easily replicable. Of the seven applicants that responded to the Board's request; five were local, one was from Columbus Ohio, and one was from out-of-state. The estimated costs ranged from \$12,618 to \$139,000.

A small group of five Board staff and one Board member independently reviewed and ranked the proposals, and then met together to discuss their comparative strengths and weaknesses. There was consensus that RAMA Consulting, a firm from Columbus, Ohio offered the option that best fit MHRSB's needs. The references provided were very positive about the company's diligence in

meeting their clients' needs and about the products that resulted from their engagements. The agency is a certified Minority Business Enterprise, and their proposal was very strong in its focus on including underserved and diverse populations.

After talking with references, staff contacted RAMA to let them know the review committee's recommendation, to refine a couple of elements in their original submission, and to get a best and final cost quote; the amount for RAMA wishes to contract is \$49,650. If the MHRSB approves an allocation at its June 21, 2016 meeting, RAMA agrees to complete its work by November 2016.

The following motion is recommended to the Board of Trustees:

The Mental Health and Recovery Services Board of Lucas County allocates \$49,650 for the purpose of purchasing consulting services to design and implement a needs assessment process for engaging families that experience mental illness, and further authorizes its Executive Director to enter into a contractual agreement with RAMA Consulting of Columbus, Ohio to perform those services.

D. Medical Director Personnel Contract Renewal

During FY 2016, the MHRSB contracted with Siva Yechoor, MD to be the Medical Director of the Board. Given Dr. Yechoor's broad, extensive experience, it is recommended that Dr. Yechoor's contract be renewed for FY 2017.

In the FY 2017 Board Administrative Budget that will be presented for approval at the June 21, 2016 Board meeting, there is \$50,000 included for professional services – clinical services to be provided by Dr. Yechoor.

The following motion is recommended to the Board of Trustees:

The Mental Health and Recovery Services Board of Lucas County allocates an amount not to exceed \$50,000 (400 hours) from its Administrative Budget for the services of a Medical Director position and authorizes its Executive Director to execute a Personal Services Agreement with Dr. Siva Yechoor for the period of July 1, 2016 through June 30, 2017.

E. Civil Commitment Designations: Appointment of Pre-screeners and Attorneys

Each fiscal year pursuant to the Ohio Revised Code, the MHRSB must designate providers eligible to receive commitments from Probate Court and attorneys designated to carry out hearing responsibilities.

The following two motions are recommended to the Board of Trustees:

For the period of July 1, 2016 through June 30, 2017 the Mental Health and Recovery Services Board of Lucas County designates Harbor, Rescue Inc., Unison Behavioral Health Group and Zepf Center to receive commitments from Probate Court under ORC 5122.15 (C)(4) and fulfill the requirements of ORC 5122.15 (F), (L) and (M). In addition, the aforementioned agencies are designated to:

- a. Complete evaluations of voluntary admission under ORC 5122.02;*
- b. Complete evaluations of involuntary admission under ORC 5122.05 (A);*
- c. Complete evaluations of affidavits under ORC 5122.13.*

and

For the period of July 1, 2016 through June 30, 2017, the Mental Health and Recovery Services Board designates Attorneys Carla B. Davis and Keith L. Mitchell to carry out the responsibilities of:

- a. Timely hearings under ORC 5122.141(B);*
- b. Hearing for involuntary commitments under ORC 5122.15 (A) (10) and (H);*
- c. Hearing procedures under ORC 5122.15.*

F. TASC DYS Aftercare 120-Day Notice

In the original Purchasing Plan, there was no allocation recommended for the TASC DYS Aftercare program in FY 2017. The program had received a 120-Day Notice for spending and performance concerns. Furthermore, OMHAS had indicated that there would be no grant allocations for that program. TASC appealed the 120-Day Notice letter on April 5, 2016.

On June 10, 2016, OMHAS notified the Board that Lucas County is receiving an allocation for \$194,486 for the DYS Aftercare program. It is Board staff's recommendation that MHRSB does not renew its contract with TASC for the current DYS Aftercare program. In lieu, an RFI will be issued to consider alternative programs to engage youth who are returning to the community from DYS. In the interim, staff proposes extending the DYS Aftercare section of the FY 2016 TASC contract to ensure that current and returning clients have continuity of care. Funding for that extension will come from that program's previous years' underspending. This recommendation has been made in consultation with TASC's Executive Director.

The following motion is recommended to the Board of Trustees:

The Mental Health and Recovery Services Board of Lucas County upholds the 120 Day notice provided to TASC's DYS Aftercare Program but amends their FY 2016 contract to extend the terms of the DYS Aftercare program from July 1, 2016 through October 31, 2016 using prior years' underspending in an amount not to exceed \$43,331.

G. FY 2017 Purchasing Plan Proposed Additional Allocations

At the May 17, 2016 MHRS Board meeting, the FY 2017 Purchasing Plan was approved in the amount of \$20,344,374. At that time, there were some outstanding potential allocations that needed to be considered by the Board which were not included in the May 17 FY 2017 Purchasing Plan.

The revised FY 2017 Purchasing Plan is attached and there has been two changes from the May 17, 2016 Board approved plan. The most significant change is the TASC FY 2017 allocations by program which totals \$756,863. There have been some dollar changes to the Jail Re-entry and Release to Recovery programs to better reflect the services provided by these two programs. A new FY 2017 allocation of \$20,000 is recommended for TASC to provide Diagnostic Assessments to clients involved in the recently created Adult Drug Court.

The other change made to the FY 2017 Purchasing Plan was the inclusion of RAMA's Family and Consumer Engagement proposal of \$49,650 which was discussed previously in this meeting packet.

The revised FY 2017 Purchasing Plan is now \$21,150,887, an increase of \$806,513 from the May 17, 2016 Board meeting Purchasing Plan approval. TASC represents \$756,863 of this amount and RAMA represents \$49,650 of the total change.

The following motion is recommended to the Board of Trustees:

The Mental Health and Recovery Services Board of Lucas County allocates an additional \$806,513 to its FY 2017 Purchasing Plan bringing the total to \$21,150,887 for FY 2017. The Board's Executive Director is authorized to execute FY 2017 Provider Agreements with the Agencies and for the amounts listed on the revised FY 2017 Purchasing Plan Allocations included in the June 21, 2016 Board meeting packet.

FY 2017 Purchasing Plan Allocations

Agency	Program	Approved FY 2016 Allocations	FY 2017 Agency Requests	Approved FY 2017 Allocations
A Renewed Mind	Cognitive Enhancement	\$ 27,000	\$ 27,000	\$ 16,200
A Renewed Mind	MH POS Outpatient - CET	\$ 10,000	\$ 10,000	\$ -
A Renewed Mind	MH POS Outpatient	\$ 50,000	\$ 50,000	\$ 60,000
A Renewed Mind	AOD Outpatient Treatment	\$ 100,000	\$ 100,000	\$ 100,000
A Renewed Mind	LCCC Vivitrol Program	\$ 100,000	\$ 100,000	\$ 100,000
A Renewed Mind	Recovery Housing Support	\$ -	\$ 65,000	\$ 39,420
Total ARM		\$ 287,000	\$ 352,000	\$ 315,620
ABLE	MH Impact Project	\$ 132,176	\$ 134,820	\$ 134,820
ABLE	Government Benefits	\$ 73,364	\$ 73,364	\$ 74,831
ABLE	Government Benefits	\$ 5,000	\$ 10,000	\$ 5,000
Total ABLE		\$ 210,540	\$ 218,184	\$ 214,651
Adelante	Buena Vida	\$ 91,800	\$ 93,636	\$ 93,636
Total Adelante		\$ 91,800	\$ 93,636	\$ 93,636
Big Brothers BS	Mentoring Triad	\$ 45,122	\$ 45,000	\$ 45,000
FSNO	Breaking the Cycle	\$ 36,278	\$ 21,766	\$ 21,766
FSNO	Boys Girls Club Therapy		\$ 21,302	\$ -
FSNO	MH POS	\$ -	\$ 25,000	\$ 25,000
Total FSNO		\$ 36,278	\$ 68,068	\$ 46,766
Harbor	MH Outpatient Treatment	\$ 900,000	\$ 900,000	\$ 900,000
Harbor	AOD Outpatient Treatment	\$ 200,000	\$ 102,191	\$ 102,191
Harbor	Ambulatory Detox - POS		\$ 97,809	\$ -
Harbor	Ambulatory Detox - Grant		\$ 226,200	\$ -
Harbor	Engagement Services	\$ 249,900	\$ 430,975	\$ 249,900
Harbor	Preventing Psych. Emerge.	\$ 156,933	\$ 312,295	\$ 156,933
Harbor	Cognitive Enhancement	\$ 37,000	\$ 22,245	\$ 16,200
Harbor	School/Comm. Prevention	\$ 367,200	\$ 374,544	\$ 374,544
Harbor	Early Childhood Prevention	\$ 79,000	\$ 80,580	\$ 80,580
Harbor	Community Senior Prev.	\$ 205,000	\$ 209,100	\$ 209,100
Harbor	Ind. Placement & Support	\$ 44,385	\$ 88,770	\$ 88,770
Harbor	SUD Clinical Training		\$ 70,260	\$ -
Harbor	Heroin Prev. Education	\$ 102,000	\$ 127,800	\$ 104,040
Total Harbor		\$ 2,341,418	\$ 3,042,769	\$ 2,282,258
Learning Club	After School Programming	\$ 109,754	\$ 111,949	\$ 111,949
Lutheran Social Svcs	AOD Outpatient Treatment	\$ 50,000	\$ 50,000	\$ 50,000
Mercy St. Vincent's	Mother & Child Dependency	\$ 71,829	\$ 73,266	\$ 73,266

FY 2017 Purchasing Plan Allocations

Agency	Program	Approved FY 2016 Allocations	FY 2017 Agency Requests	Approved FY 2017 Allocations
NAMI	Suicide Prevention	\$ 30,600	\$ 41,212	\$ 41,212
NAMI	Education/Outreach/Advoc.	\$ 104,958	\$ 107,057	\$ 107,057
NAMI	Creative Expressions	\$ 79,754	\$ 81,349	\$ 81,349
NAMI	Family Navigator	\$ 102,000	\$ 104,040	\$ 104,040
Total NAMI		\$ 317,312	\$ 333,658	\$ 333,658
New Concepts	MH Outpatient Treatment	\$ 25,000	\$ 34,711	\$ 34,711
New Concepts	AOD Outpatient Treatment	\$ 640,000	\$ 565,289	\$ 565,289
Total New Concepts		\$ 665,000	\$ 600,000	\$ 600,000
NPI	ACF Operations	\$ 1,006,041	\$ 1,026,041	\$ 1,026,041
NPI	Rental Assistance	\$ 795,661	\$ 811,574	\$ 811,574
NPI	Waiting List RA	\$ 24,000	\$ 140,000	\$ 140,000
NPI	PATH (Match)	\$ 53,517	\$ 53,517	\$ 53,210
NPI	Road to Recovery	\$ 105,000	\$ 107,100	\$ 107,100
NPI	PSH Modernization	\$ 250,000	\$ 250,000	\$ 250,000
NPI	Wellness&Recovery Center		\$ 38,613	\$ 38,613
NPI	Peer Recovery	\$ 306,000	\$ 312,120	\$ 312,120
Total NPI		\$ 2,540,220	\$ 2,738,965	\$ 2,738,658
Rescue	Adult Crisis Stabilization Unit	\$ 500,000	\$ 510,000	\$ 510,000
Rescue	Child/Adolescent CSU	\$ 560,000	\$ 571,200	\$ 571,200
Rescue	Outreach/Emergency Svcs.	\$ 1,358,808	\$ 1,385,984	\$ 1,385,984
Rescue	Inpatient Doctors	\$ 450,000	\$ 350,000	\$ 350,000
Rescue	Central Access	\$ 265,000	\$ -	\$ -
Rescue	Recovery Helpline	\$ 267,583	\$ 365,000	\$ 365,000
Rescue	Urgent Care	\$ 443,407	\$ 865,000	\$ 865,000
Rescue	Juvenile Detention/Assess.	\$ 137,400	\$ 140,148	\$ 140,148
Total Rescue		\$ 3,982,198	\$ 4,187,332	\$ 4,187,332
St. Paul's	Winter Crisis	\$ 55,000	\$ 56,100	\$ 56,100
St. Paul's	Payee Program	\$ 203,490	\$ 207,560	\$ 207,560
St. Paul's	Shelter Beds	\$ 230,375	\$ 234,983	\$ 234,983
St. Paul's	Outreach Coordinator	\$ 55,000	\$ 56,100	\$ 56,100
Total St. Paul's		\$ 543,865	\$ 554,743	\$ 554,743
Swanton Area CC	Parent & Community	\$ 26,642	\$ 26,642	\$ 26,643
Sylvania CAT	Parent Training & Education	\$ 110,509	\$ 112,719	\$ 112,719
Sylvania CAT	Community Drug Drop Off	\$ 18,000	\$ 18,000	\$ 18,000
Total SCAT		\$ 128,509	\$ 130,719	\$ 130,719

FY 2017 Purchasing Plan Allocations

Agency	Program	Approved FY 2016 Allocations	FY 2017 Agency Requests	Approved FY 2017 Allocations
TASC	Drug Court Diagnostic Asses.	\$ -	\$ -	\$ 20,000
TASC	Jail Reentry Program	\$ 512,550	\$ 409,335	\$ 293,693
TASC	Family Drug Court	\$ 70,110	\$ 96,748	\$ 86,745
TASC	GAIN Short Screener	\$ 40,785	\$ 203,925	\$ 203,925
TASC	DYS Aftercare	\$ 129,992	\$ 161,917	\$ -
TASC	Release to Recovery	\$ 33,000	\$ 33,000	\$ 152,500
Total TASC		\$ 786,437	\$ 904,925	\$ 756,863
UMADAOP	AOD Outpatient Treatment	\$ 50,000	\$ 50,000	\$ 50,000
UMADAOP	Healthy Workplace	\$ 51,000	\$ 52,020	\$ 52,020
UMADAOP	Heroin Prevention	\$ 150,000	\$ 150,000	\$ 140,000
Total UMADAOP		\$ 251,000	\$ 252,020	\$ 242,020
Unison	MH Outpatient Treatment	\$ 1,200,000	\$ 1,230,000	\$ 1,230,000
Unison	Dual Disorder Treatment	\$ 400,000	\$ 290,000	\$ 290,000
Unison	Engagement Services	\$ 252,960	\$ 258,019	\$ 252,960
Unison	Preventing Psych. Emerge.	\$ 152,578	\$ 155,630	\$ 152,578
Unison	Residential Support	\$ 123,420	\$ 123,420	\$ 123,420
Unison	PACT Engagement	\$ 40,234	\$ 120,701	\$ 120,701
Unison	Cognitive Enhancement	\$ 37,000	\$ 12,650	\$ 16,200
Unison	Prevention Services	\$ 129,560	\$ 201,151	\$ 201,151
Total Unison		\$ 2,335,752	\$ 2,391,571	\$ 2,387,010
Wernert Center	Operations/Club Room	\$ 261,834	\$ 306,567	\$ 286,081
Wernert Center	Peer Enrichment Program	\$ 320,076	\$ 363,569	\$ 326,478
Total Wernert Center		\$ 581,910	\$ 670,136	\$ 612,559
Zepf	MH Outpatient Treatment	\$ 1,400,000	\$ 1,365,693	\$ 1,365,693
Zepf	MH ACT Team	\$ -	\$ 120,000	\$ 120,000
Zepf	AOD Outpatient Treatment	\$ 858,269	\$ 744,366	\$ 744,366
Zepf	Methadone Administration	\$ 182,067	\$ 148,567	\$ 148,567
Zepf	Engagement Services	\$ 102,000	\$ 104,040	\$ 102,000
Zepf	Preventing Psych. Emerge.	\$ 153,000	\$ 156,060	\$ 153,000
Zepf	Cognitive Enhancement	\$ 32,000	\$ 28,964	\$ 16,200
Zepf	Residential Support	\$ 401,705	\$ 409,739	\$ 409,739
Zepf	Recovery Housing	\$ 150,000	\$ 153,000	\$ 350,400
Zepf	Youth Shelter	\$ 20,000	\$ 50,000	\$ 50,000
Zepf	Gambling Prevention	\$ 62,850	\$ 59,415	\$ 59,415
Zepf	Gambling Treatment	\$ 20,000	\$ 50,000	\$ 50,000
Total Zepf		\$ 3,381,891	\$ 3,389,844	\$ 3,569,380

FY 2017 Purchasing Plan Allocations

Agency	Program	Approved FY 2016 Allocations	FY 2017 Agency Requests	Approved FY 2017 Allocations
<i>Board/Staff Directed Allocations</i>				
CCNO	Medication	\$ 40,000	\$ 40,000	\$ 40,000
Family Council	Pooled Funds	\$ 228,000	\$ 228,000	\$ 228,000
LC Adult Probation	Forensic Monitor	\$ 60,730	\$ 61,945	\$ 61,945
LC Sheriff - Jail	Medication	\$ 40,000	\$ -	\$ 10,000
MHRS Board	Mental Health First Aid	\$ 50,000	\$ 50,000	\$ 50,000
MHRS Board	Mini Grants	\$ 77,764	\$ 100,000	\$ 100,000
MHRS Board	CIT Training	\$ 37,000	\$ 37,000	\$ 37,000
MHRS Board	Recovery Helpline Advert.	\$ 34,000	\$ 68,000	\$ 68,000
MHRS Board	Program Evaluation	\$ 29,150	\$ -	\$ -
MHRS Board	Family/Consumer Engag.	\$ -	\$ -	\$ 49,650
MHRS Board	Peer Support Trainings	\$ 10,000	\$ 10,000	\$ 10,000
Toledo/LC Health	Naloxone Distribution	\$ 120,000	\$ 90,000	\$ 105,000
United Way	211 Recovery Helpline	\$ 21,080	\$ 41,134	\$ 41,134
FY 2016 & 2017 Allocations		\$ 19,532,200	\$ 20,961,506	\$ 20,173,460
<i>Other Allocations</i>				
OOD	Recovery to Work	\$ 265,000	\$ 307,786	\$ 177,427
Targeted Allocations	Estimated	\$ -	\$ -	\$ 600,000
MHRS Board	Diversity/Health Equity Pool	\$ -	\$ -	\$ 200,000
FY 2016 & FY 2017 Purchasing Plan		\$ 19,797,200	\$ 21,269,292	\$ 21,150,887
May FY 2017 Purchasing Plan		\$ 19,850,200	\$ 21,269,292	\$ 20,344,374
Change from May FY 2017 Purchasing Plan		\$ -	\$ -	\$ 806,513
<ul style="list-style-type: none"> - Added TASC Allocations - Changed timing for the Family/Consumer engagement proposal from FY 2016 to FY 2017. 				

Updated on 06/08/2016

H. FY 2016 Zepf Gambling Treatment Allocation

With funds received from the OMHAS for the provision of Gambling Prevention and Treatment, in FY 2016, the MHR SB allocated \$20,000 to Zepf Center for gambling treatment. Gambling treatment funds are designated for individuals who present with problem or pathological gambling who are uninsured or underinsured and family members. Through efforts to raise awareness of problems associated with gambling, the Zepf Center has experienced an increase in self-referrals from both individuals and family members which has resulted in Zepf exceeding their FY 2016 allocation. At this time, Zepf Center has requested to transfer \$20,000 of unused AOD non-Medicaid dollars to the gambling treatment program.

In FY 2016, the claims for gambling treatment have increased from \$6,600 in FY 2015 to \$22,520 to-date in FY 2016. This increase could be attributed to an increase in the number of individuals and family members served. Zepf provided treatment services for about the same number of individuals at the half year point in FY 2016 as they did at year's end in FY 2015. Additionally, in past years, the Zepf Center utilized part of their \$50,000 OMHAS pass thru grant for treatment services. In FY 2016, instead of treatment services, Zepf utilized these same funds for the purchase of treatment curriculums, marketing efforts and other non-billable items. Continued growth in the program for persons with a gambling disorder and family members is also expected in 2017.

The following motion is recommended to the Board of Trustees:

The Mental Health and Recovery Services Board of Lucas County transfers \$20,000 from Zepf Center unused non-Medicaid AOD allocation to the Gambling Treatment Program and authorizes its Executive Director to amend Zepf Center's FY 2016 Mental Health and Addiction Services Provider Agreement to reflect this change.

I. NPI Wellness and Recovery Center

In FY 2015, OMHAS awarded the Board one-time funding for three projects, one of which was \$400,000 to purchase property for a peer-run respite center. Board staff reached out to Neighborhood Properties (NPI), a provider whose business is property acquisition and management, and that was already receiving Board funding for peer supporter services, to present a proposal to provide a site and manage of this project. In December 2014, NPI responded with an outline of a program which was in-line with the original intent of the project. At the January 20, 2015 MHR SB Board meeting, the Board allocated \$20,000 to NPI to cover initial acquisition costs such as architectural, environmental and legal fees, as well as costs to visit other peer run respite centers for input into developing the project.

Since that time, NPI formed a "steering committee" of consumers and staff (NPI and MHR SB) to provide input into the project and to think about the kind of a facility that would be most appropriate. The group traveled to Canton, Ohio to visit Foundations, one of only a few true peer run

respite centers in the country. NPI has actively researched/investigated a number of properties to determine their feasibility, and has kept Board staff informed of options and progress. The search was put on hold temporarily as Board staff considered the possibility of using the current Wernert Center as a respite center which was contingent on the Wernert Center acquiring a different property and a new building instead of remodeling. When that option did not materialize, NPI was again charged with locating a site for the project. In the meantime, Board staff requested and received from OMHAS an extension on the deadline to spend the money until June 30, 2016.

In December, 2015, NPI recommended a former florist shop on 2611 Glendale Avenue in Toledo as a possible site. After discussion with staff, it was agreed that the location was good, the price was reasonable, and NPI was encouraged to make a commitment for the property. An architect was engaged, and with Board staff input, proposed a building solution that could be built within budget and would provide a comfortable four bedroom respite center. Another delay arose when community leaders determined that a zoning change would be required. Board and NPI staff worked with city officials as well as with members of City Council, and a community meeting was held for the purpose of getting comments from residents in the neighborhood. The zoning change is scheduled for a vote at the Zoning and Planning Commission meeting on June 15, 2016, and there is no opposition of which staff is aware.

In order to encumber the money available within the deadline and contingent upon the successful zoning change, staff recommends that the Board now allocate the remaining \$380,000 to NPI to purchase the property on Glendale Avenue and for construction of the proposed building. If approved, it is estimated that the Wellness and Recovery Center (new name) will open by July 1, 2017. The FY 2017 Purchasing Plan included \$38,613 for NPI staff to manage the opening of the center.

The following motion is recommended to the Board of Trustees:

The Mental Health and Recovery Services Board of Lucas County allocates \$380,000 to Neighborhood Properties Inc. (NPI) for the purpose of purchasing and renovating appropriately zoned real estate to establish a Wellness and Recovery Center in Lucas County. The Board's Executive Director is authorized to amend NPI's FY 2016 Provider Agreement to that effect.

FISCAL YEAR 2017

PROVIDER AGREEMENT

**MENTAL HEALTH AND ADDICTION TREATMENT,
PREVENTION AND SUPPORTIVE SERVICES**

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Attachment B
Agency Assurances Statement

**FISCAL YEAR 2017
PROVIDER AGREEMENT
Mental Health and Addiction Services**

This Agreement is made and entered into at Toledo, Ohio, effective as of the 1st day of **July, 2016** by and between the **ALCOHOL, DRUG ADDICTION AND MENTAL HEALTH SERVICES BOARD KNOWN AS MENTAL HEALTH AND RECOVERY SERVICES BOARD OF LUCAS COUNTY**, whose principal place of business is **701 Adams Street, Suite 800, Toledo, Ohio 43604** ("Board") and **Agency Name**, whose principal place of business is **Agency Address** ("Agency").

RECITALS

A. The Board is a community Board of Alcohol, Drug Addiction and Mental Health Services formed pursuant to Ohio Revised Code Section 340.02 serving residents of Lucas County, Ohio and is authorized to enter into contracts with public and private agencies for the provision of alcohol, drug addiction and mental health services, to approve methods of payment for such services in accordance with guidelines issued by Ohio Department of Mental Health and Addiction Services ("OhioMHAS"), and to establish such rules, operating procedures, and standards as are necessary to carry out its purposes.

B. The Agency is an Ohio nonprofit corporation, certified by OhioMHAS to provide the services described in this agreement.

C. The Board and the Agency desire to enter into an agreement for the provision of services and the performance of certain duties and responsibilities to the residents of Lucas County upon the terms and conditions set forth below.

STATEMENT OF AGREEMENT

In consideration of their mutual promises the parties agree as follows:

ARTICLE I – DEFINITIONS

1.1 "Board Policies" are the policies, procedures, protocols, rules and regulations that have been adopted by the Board and made available to Agency, and any such items that are subsequently adopted or revised by the Board of which the Agency has received written notice of in accordance with Section 3.1 (c) below.

1.2 "Client" is an Eligible Person to whom the Agency provides Services under this Agreement.

1.3 "Eligible Person" is a person who meets the standards of eligibility established by the Board for receiving services under this Agreement, as set forth in Attachment 1, and/or who has been assessed as needing prevention or supportive services under this Agreement.

1.4 "Enrolled Client" is an Eligible Person whose eligibility for services has been verified by the Board staff, and for whom the Agency provides services.

1.5 "Fiscal Year" is the period from July 1 to June 30.

1.6 "Medically Necessary Service" is a service that is: (i) appropriate for the care, diagnosis or treatment of an Eligible Person; (ii) provided in the least costly medically appropriate setting based on the severity of illness and intensity of service required; (iii) not solely for the Eligible Person's convenience or that of a health care professional; and (iv) within standards of practice within the community.

1.7 "Resident" is a person whose residence, as defined in Ohio Revised Code (ORC) 5122.01(S), is in Lucas County, except as "Resident" is otherwise defined in the OhioMHAS "Guidelines and Operating Principles for Residency Determinations among CMH/ADAS/ADAMHS Boards".

ARTICLE II – SERVICES

2.1 General. The Agency agrees to provide the services specified in Attachment 3 to Eligible Persons ("Services"), in accordance with the terms and conditions of this Agreement. Services shall not be provided under this Agreement to persons eligible for Medicaid services under Title XIX of the Social Security Act. Clients who are eligible for Medicaid and who have reached their benefit limitations are not eligible for Services under this Agreement. Agency shall not materially change the provision of or access to any Service provided under this Agreement without prior written consent of the Board.

2.2 Hospitalization and Commitment Proceedings. The Agency shall recommend and retain attorneys to represent the Board in probate court proceedings under ORC Chapter 5122, "Hospitalization of Mentally Ill", with respect to Agency Clients. The Board will annually designate attorneys to be utilized for this purpose based upon the Agency's recommendations, provided the Agency notifies the Board of the name,

address and phone number of the recommended attorney(s). The Agency is responsible for payment of any and all attorney fees and expenses.

2.3 Additional Duties. The Parties shall perform the obligations set forth in this Section 2.3 and the Services and Projected Outcomes requirements contained in Attachment 3, as applicable.

2.3.1 Duties applicable to treatment services and programs:

- (a) ensure that treatment services provided under this Agreement are Medically Necessary Services;
- (b) comply with the MHRSB Waiting List Policy;
- (c) participate in the planning and implementation of the Board System-Wide Disaster Response Plan, including the development of a Disaster Mental Health Response Team, to be available for deployment to local sites upon requests;
- (d) provide 24 hour access to a clinician consistent with provisions of Board's After Hours Access policy;
- (e) process client transfers in compliance with provisions of Board's Continuity of Care policy;
- (f) participate in the county-wide Service Coordination Mechanism for select children with serious emotional disturbance with multiple needs, and the Behavioral Health Forum, as needed; and
- (g) accept, without duplication of, Diagnostic Assessments completed within the last 90 days by providers who are certified by OhioMHAS to perform said assessments;
- (h) accept clients into treatment in accordance with priorities, as provided in the Board's Clinical Eligibility for Board Funded Treatment Services Policy;
- (i) provide necessary services to clients who have exhausted their Medicaid health benefits for the defined period (such services are not reimbursable by Board under this Agreement per Section 2.1);

- (j) comply with Board's Treatment Services Benefit Plan (Attachment 1);
- (k) re-verify income and family size annually for all active clients and submit changes to LC Enrollment Center for determination of eligibility for Board subsidy.
- (l) complete Housing Impairment Assessment forms within 5 business Days from receipt of request;
- (m) provide mental health and addiction treatment services only with the informed consent of the client or the client's legal representative, except as otherwise permitted by law; and
- (n) conduct assessments, notifications and evaluations and participate in probate court proceedings in accordance with the requirements of ORC Chapter 5122, if the Agency has been designated by the Board to perform the hospitalization and commitment functions described in Chapter 5122 on behalf of Board.

2.3.2 Duties applicable to prevention services and programs:

- (a) report prevention program National Outcomes Measures (NOMs) through OhioMHAS' Grants Management System with goals and objectives by the 30th day of the month following each fiscal quarter;
- (b) Use funds designated for prevention services under this Agreement only for prevention services and not for the provision of, or assessment for, treatment, cessation or rehabilitation;
- (c) emphasize abstinence from the use of alcohol and other drugs in all projects with a youth target population; and
- (d) establish Performance Targets for all projects that contribute to the Board's Community Plan Prevention Investment Targets.

2.3.3 Duties applicable to all services/programs:

- (a) contract through a written lease for any non-Agency owned facilities used for agency operations; said leases will include a provision that the landlord may not terminate the lease with fewer than 60 days of notice;

- (b) disclose all salaries and other compensation by position upon Board's request;
- (c) maintain a record retention and destruction policy that complies with state and federal law and is reviewed annually by Agency's board;
- (d) provide a minimum 120-day notice to the Board of the following occurrences, unless these occurrences are the result of a reduction in Board funding:
 - a. 20 % reduction in staffing levels;
 - b. reduction in hours of operation; or
 - c. program elimination;
- (e) assure the protection of Client rights and comply with the client complaint and grievance requirements of Ohio Administrative Code (OAC) 5122-26-18; and
- (f) adopt a policy that precludes the establishment of dual relationships created by the exchange of money, valuables or services between its governing board, staff and clients unless exceptions are identified in that policy.

ARTICLE III – STANDARDS

3.1 Compliance with Certain Matters. All Services shall be provided in compliance with the applicable requirements of:

- (a) accepted standards of professional practice;
- (b) the Board's Community Plan as approved by OhioMHAS;
- (c) Board Policies, provided that as to any new policy or change in policy which has an effect on the Agency, the Board has provided written notice of the policy or change at least 60 days prior to adoption, and at least 120 days prior to the date of enforcement unless the policy or change is required under Ohio or federal law to be implemented prior to such time;

- (d) the Articles of Incorporation, Code of Regulations, policies and procedures of the Agency;
- (e) Agency's Service Plan;
- (f) all requirements of other entities that provide funding for the programs under which the Agency receives payment, certifications, licenses and/or accreditations; and
- (g) The applicable confidentiality requirements of state and federal law, including, but not limited to, the following: ORC 5122.31 – hospitalization and commitment records, ORC 5119.27 – alcohol and other drug records, ORC 5122.28 – mental health records, OAC 5122-26-08 – confidentiality & security of client records, OAC 5122-27-06 – OhioMHAS release of information, 42 CFR Part 2 - federal alcohol & other drug record regulations, and 45 CFR Part 160 and Subparts A, C and E of Part 164 (Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations) – federal healthcare privacy and security regulations.

3.2 Nondiscrimination. The Agency shall not discriminate in the provision of services on the basis of race, color, religion, national origin, gender, gender identity, ethnicity, age, marital status, disability, pregnancy, military/veteran status, genetic information, sexual orientation, creed, human immunodeficiency virus status or other federal, state or local protected class.

3.3 Access to Services. The Agency shall ensure that Services are not terminated or denied to an Eligible Person for any of the following reasons:

- (a) behavior that is symptomatic of the illness or condition that causes an Eligible Person to need Services under this Agreement unless the behavior is such as to make other types of Services more appropriate, in which case the person may be transferred by an Appropriate Transfer;
- (b) refusal by the person or the person's family to accept other services offered by the Agency, provided that this shall not require the Agency to provide services in a manner that is clinically inappropriate;
- (c) the client's inability or unwillingness to pay for such services. This provision applies only to those persons who meet severe and persistent mental illness, youth with serious emotional disturbance, co-occurring disorder

- with a severe and persistent mental illness and drug and alcohol diagnosis and pregnant women eligibility criteria;
- (d) the extent of Medically Necessary Services that the Client may require; or
 - (e) a failure by the Client's family to be cooperative, provided that any required informed consent to treatment has been obtained.

Services to any Client shall not be terminated until the Agency has taken reasonable steps to meet anticipated needs of the Client for related services, made appropriate referrals and complied with the Board's Continuity of Care policy

3.4 Staffing.

3.4.1 ACCO. If the Agency provides mental health services, the Agency shall appoint an Agency Chief Clinical Officer (ACCO) who meets the requirements of O.R.C 5122.01 (k). The ACCO shall be responsible for the supervision of diagnostic and treatment services provided under this Agreement. The ACCO is required to perform all services in compliance with this Agreement, and in accordance with Board Policies governing reporting to and coordination with the Board Chief Clinical Officer and such other persons as the Executive Director of the Board shall designate.

3.4.2 Equal Employment Opportunity. The Agency shall comply with all laws and regulations governing discrimination in employment that are applicable to Board contractors, and shall adopt a plan of affirmative action for the provision of equal employment opportunities that complies with the requirements of ORC 340.12, 125.111 and OhioMHAS rules. In addition, the parties agree to continue their efforts to achieve diversity in accordance with the Board's Affirmative Action Program policy.

3.4.3 Staff Training, Licenses and Certifications. The Agency shall provide sufficient staff with sufficient training to perform the Services required by this Agreement. Agency shall ensure that Services are being provided by appropriately licensed and/or certified individuals. If the Board determines that, as a result of any staff licenses and/or certifications being inadequate, suspended, revoked and/or not current in any way, that the delivery of Services under this Agreement are or will be negatively impacted, the Board may take any action it deems appropriate including but not limited to reporting such information to OhioMHAS, CAFR or other accreditation/certification bodies, and/or the suspension of payments in accordance with Section 6.6.

ARTICLE IV – INFORMATION AND REPORTS

4.1 General. The Agency shall provide such information and reports as are required by law and Board Policies, and such other information as the Board reasonably determines to be necessary to carry out its functions. Such information shall include individual Client records when necessary. The Board will provide no less than 60 days advance notice of any changes to the format of Board required reports. The Board, or its business associate, shall be granted electronic access to Agency databases containing financial and clinical data relating to Clients.

- (a)** The exchange of information and reports required under this Agreement and applicable law shall be in accordance with state and federal confidentiality requirements as required by Section 3.1(g). The Agency shall obtain any releases of information that are required by applicable requirements in order to fulfill its obligations under this Agreement and applicable law. The parties will limit requests and disclosures of confidential information to the minimum amount of information necessary to fulfill the purpose of each request or disclosure.
- (b)** The Agency shall permit the Board or its designee to electronically transmit data to the Agency (e.g. via the Board's FTP server) concerning an Eligible or Enrolled Person's right to obtain Services, including but not limited to information concerning the person's status as an Eligible, or Enrolled Person, and Medical Necessity determinations. The Agency shall take all reasonable steps necessary to facilitate such electronic access to, and ability to transmit information to, the Agency by the Board or its designated agent. This provision shall not be construed to permit the Board to directly enter data into the Agency's database.
- (c)** If the Board requests the Agency to compile data which is not specifically called for by this Agreement or which is not required for the provision of services under this Agreement, the Agency will make a reasonable effort to provide such information. However, if the collection or compilation of such additional data requires the Agency to incur additional costs, the Agency will inform the Board of the anticipated costs and time involved and if the Board deems the information necessary, it will reimburse the Agency for its additional expenses.

4.2 Provider Performance and Outcomes Reporting. The Agency agrees to:

- (a) collect and provide the Board with Agency performance and outcomes data, in the prescribed Board format, for all Services, for Children, Adults, and supportive services, as indicated in Attachment 3 and as required by OAC 5122-28-04, by January 15 of the current fiscal year (first half) and July 15 of the subsequent fiscal year (year-end report). Upon request, submit quarterly reports by October 15 (first quarter) and April 15 (third quarter) of the current fiscal year; and
- (b) collect and provide agency performance and outcomes data with respect to Board System Wide Goals.

4.3 Specific Information and Reports. The Agency shall submit the following documents and reports to Board as specified:

- (a) applicable accreditation /certifications documentation (OhioMHAS Treatment, Prevention, and other services, JCAHO, CARF, etc) – with this executed Agreement;
- (b) documentation of the insurance coverage required under Article IX, with this executed Agreement. Agency will provide proof of renewal of each type of coverage within 30 days of renewal;
- (c) the annual client complaint and grievance report in Board prescribed format by July 30 of the subsequent fiscal year;
- (d) the annual employee and trustee diversity survey in format prescribed by the Board by July 30 of the subsequent fiscal year;
- (e) notification of reportable incidents in accordance with OAC 5122-26-13, and provide a complete written report upon request of the Board;
- (f) documentation of the provision of a biennial training for Agency governing board members regarding duties and responsibilities of non-profit board members, including training in appropriate financial oversight;
- (g) certified annual fiscal audit report (electronic copy) and management letter (if issued) within 4 months after the end of the Agency's fiscal year;

- (h)** documentation that the agency's audit firm presented its annual audit report to the full board within 4 months after the end of the Agency's fiscal year;
- (i)** quarterly balance sheet and FYTD statements of revenue and expense (in agency format) providing actual and budget amounts by the 30th day of the month following the end of each fiscal quarter, accompanied by minutes showing review and approval by Agency's governing board;
- (j)** individual FYTD program revenue and expenditure reports providing actual and budget amounts by the 30th day of the month following the end of each fiscal quarter.
- (k)** Actual Revenue Report (052) by December 15 of the subsequent fiscal year with reports tying to Agency's fiscal year audit;
- (l)** overall annual budget, signed by the Agency's governing board and accompanied by the governing board resolution approving the budget including board approval of the agency compensation plan or scales, with the submission of this executed agreement;
- (m)** compensation of the executive director upon governing board action approving the compensation;
- (n)** IRS Form 990 (electronic copy) upon submission to the Internal Revenue Service;
- (o)** Annual Quality Assurance/Performance Improvement plans (from non-deemed providers) when completed by Agency;
- (p)** Bi-annual Quality Assurance /Quality Improvement reports by January 31 of the current fiscal year and July 31 of the subsequent fiscal year; (Rescue only)
- (q)** physician roster by July 1 and provide roster updates as they occur.
- (r)** annual inventory of all property in which the Board has an interest, by January 15, as provided in the Board's Property Inventories for Agency Capital policy;

- (s) a new budget for prevention or supportive services when circumstances change at the Agency which will result in lower programming cost, within thirty days of such change;
- (t) documentation, by December 31, of an annual fire inspection for any apartments or rooms Agency has built, subsidized, renovated, rented, owned or leased for individuals eligible to receive Board subsidized services, that are not licensed residential facilities as required by Board's Non-Licensed Housing policy; and
- (u) Agency's waiting list information in accordance with ORC 5119.362 and OhioMHAS rules.
- (v) an assessment of Agency's current diversity and inclusion efforts in a format prescribed by the Board and the results of that assessment along with a plan of action to address identified gaps.

4.4 Claims Processing. Claims for POS services, as identified in Attachment 3, must be submitted using the Board's prescribed billing process (MACSIS or its Successor).

4.5 Untimely Reports. If the Agency fails to provide any report within the time frames and the requirements specified in this Article IV, or fails to provide any other report due under this Agreement within 14 days of the date due, the Executive Director of the Board may withhold payment of any funds otherwise due to the Agency in accordance with Section 6.6.

4.6 Allegations of Abuse/Neglect. Agency shall provide Board with immediate access to information without prior notice, including access to staff, individual Client records and Client accounts, when such information is reasonably related to allegations of abuse or neglect of a client being investigated in accordance with ORC 340.03(A)(2) or to prevent imminent harm to clients. Agency shall cooperate with the Board in investigations by the Board of complaints alleging abuse or neglect and in implementing any action determined by Board to be necessary to correct the conditions which have caused or contributed to abuse or neglect.

4.7 Reports of Claims.

- (a) **Notification of Claims Against Agency.** In the event that any person alleges in writing, either by filing a lawsuit or otherwise, that the Agency, an employee of the Agency, or a contractor of the Agency that provides

any Services to Clients, acted or failed to act in a manner that violated the party's duties to any person in any manner whatsoever, whether by negligence or otherwise, the Board shall be notified in writing of such claim within seven (7) days of the assertion of such claim, whether or not the affected person was an Eligible Person. The Agency shall enter into agreements with its contractors that provide Services to Clients requiring them to notify the Agency of any such claims. Provided, however, this Article shall not require the Agency to give notice to the Board of internal employee grievances or appeals or administrative charges filed by employees which do not relate to client services. Provided further, this Article shall not modify the obligations of the Agency to submit reportable incidents in accordance with Board's Incident Notification policy.

- (b) Notification of Claims by Agency Against a System Provider.** At least ten days before commencing any action to recover compensation or seek any other relief, equitable or otherwise, against another Board funded provider, the Agency shall provide the Board with written notice of its intent to file a lawsuit or other claim.

4.8 Survey and Investigation. The Agency shall provide the Board with copies of any reports of surveys or investigations conducted by any government agency within seven (7) days of receipt of the report, and will provide the Board with copies of any related correspondence or any follow-up action relating to such reports. The Agency shall provide the Board with copies of any certificate concerning any accreditation by a non-governmental agency and shall advise the Board within seven (7) days of any changes in accreditation status. The Agency shall advise the Board of any information that it receives indicating that any investigation is being conducted or any action is being threatened by any governmental agency or accreditation agency relating to services provided by the Agency.

4.9 Diversity, Inclusion, and Health Equity. The Agency shall cooperate with the Board's efforts toward greater diversity and inclusion throughout the system through the implementation of the recommendations published in the report of the Diversity and Inclusion Workgroup in April, 2016. Specifically, the Agency will conduct an assessment of its current diversity and inclusion efforts in a format prescribed by the Board and will provide the results of that assessment to the Board along with a plan of action to address identified gaps.

ARTICLE V – ADMINISTRATION

5.1 General. The Agency is independent and autonomous from Board and retains the ultimate responsibility for the care, treatment and all services and programs provided to Clients under this Agreement.

5.2 Records. The Agency shall keep accurate, current and complete clinical and financial records in accordance with accepted standards. The Agency shall provide Client and Service information to the Board in a timely manner as defined in this Agreement and in such format as the Board shall specify. In addition, the Agency affirms the Board's right to obtain Medicaid billing data in aggregate, non-client identifiable form. Payment for services shall not be made until complete and accurate information has been provided. All Client records shall be maintained in a manner that preserves confidentiality and security in accordance with applicable law and Board policies. The Agency shall have a record retention policy that requires clinical records to be preserved for the period required by OhioMHAS; and requires all other records to be preserved for the period required by federal, state or local law. Provided, however, all financial records other than payroll records shall be preserved for at least ten years. The Agency shall insure that all records of contractors subcontractors are maintained in accordance with the requirements of this agreement.

5.3 Conflicts of Interest. The Agency shall assure that: (i) none of its Trustees is a member or employee of the Board; (ii) none of its employees is a member of the Board; (iii) none of its employees is an employee of the Board unless the Board and the Agency have agreed to such arrangement in writing; and (iv) none of its Trustees is a family member of a member of the Board. The term "family member" means a spouse, child, parent, brother, sister, grandchild, stepparent, stepchild, stepbrother, stepsister, father-in-law, mother-in-law, daughter-in-law, brother-in-law or sister-in-law. Trustees, officers, employees and subcontractors of the Agency shall take all necessary steps to avoid a conflict of interest or the appearance of a conflict of interest between the provision of services pursuant to this Agreement and any other contract, employment or private practice relationship, and shall conform to all applicable ethics and tax statutes and regulations and to all applicable published opinions of the Ohio Ethics Commission.

5.4 Licenses, Permits and Inspections. The Agency shall obtain and maintain at all times any license, certification, permit, or other governmental approval or authorization that is necessary to operate its facilities or utilize its personnel and to provide the Services required under this Agreement, and will ensure that its employees

and subcontractors have met all similar requirements. The Agency shall provide the Board with copies of all documentation upon request.

5.5 Use of Board Logo. The Agency shall use the Board logo on all printed matter, public displays, audio/visual presentations, agency stationery, newsletters, pamphlets, program bulletins and other public information and educational materials. The Agency shall participate with the Board in its annual marketing plan and display the Board's logo poster in a prominent outside location at its central facility and each of its satellite locations, unless the Board expressly excludes a particular location. This requirement applies to all Agency programs funded in whole or in part by the Board.

5.6 Subcontracts. The Agency shall not enter into any arrangement for a subcontractor to provide Services required to be performed by the Agency under this Agreement unless the prospective subcontractor has agreed in writing to comply with all terms and conditions applicable to the Agency under this agreement relating to the provision of such Services. Any subcontract arrangement shall not relieve the Agency of any of its responsibilities or obligations under this Agreement.

5.7 Board Funded Property. To the extent the Board advances money to the Agency for the purchase of real or personal property of any kind, for the Agency's use in providing mental health or alcohol and drug addiction services, the Agency agrees that it will condition such purchases upon the Board's retention of a security interest in any and all such property as provided under Board's Property Inventories for Agency Capital policy. To protect the Board's interest, Agency will execute security agreements and/or financing statements at the time of purchase and cooperate with the Board in the perfection of its interests. The Board expressly reserves all rights that it now has in any real or personal property acquired by the Agency with Board funds under the terms of prior contracts providing the funds used for the purchases.

5.8 Notice of Fund Raising. The Agency shall notify the Board of its intent to do any major fund raising activity, including type of events being planned and date of event.

5.9 Legal Compliance. The Agency shall comply with all laws and regulations of federal, state, county and local agencies and authorities, including but not limited to such laws and regulations and state agency directives that are applicable to the Agency as a contract provider of Board.

5.10 Agency Assurances. The Agency shall execute and comply with the requirements of Attachment B, Agency Assurances Statement.

5.11 Uniform Guidance. If the Agency receives any federal funding under this Agreement, as noted by Board, Agency shall comply with the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"), described in part in Attachment A.

ARTICLE VI – COMPENSATION

6.1 General.

6.1.1 Payer of Last Resort. The Board shall be the payer of last resort. The Agency shall bill potential first and third party payers, both public and private, for all Services to Enrolled Clients paid on a Purchase of Service basis under Section 6.3. The Agency shall assure the Board that all clients eligible for Medicaid coverage will apply to Medicaid for coverage unless the client is medically unable to do so. Clients eligible for Medicaid coverage who elect not to apply for Medicaid coverage will not be eligible to receive any subsidized services payable under this provider agreement.

6.1.2 Third Party Liability. The Agency shall make a reasonable effort to obtain information from Enrolled Clients regarding third party payers and shall make a reasonable effort to bill and collect Third Party Liability payment. Third Party Liability shall include but not be limited to payments for the federal share of Medicaid, Medicare and private insurance.

6.1.3 Other Sources. The Agency shall disclose to the Board all grants, awards, allocations or purchase of service agreements (collectively referred to as "Other Sources") from or with any other party, provided to the Agency for the Purpose of providing services to Eligible Persons. Funds from Other Sources shall be applied to the payment of Services delivered to Enrolled Clients before the costs of such Services may be billed to the Board.

6.1.4 Coordination of Benefits. If Services for an Enrolled Client is covered in part by commercial insurance or Medicare, the Agency may bill the Board as follows:

- (a) Medicare primary** – The Agency may bill the Board for the Medicare Allowed Rate less any Medicare payments collected and less any copay required by the Board subsidy schedule. Total payments received by the Agency from all sources, including co-pays, for a Medicare-billable service, shall not exceed the Medicare allowed amount for such service.

- (b) New/Returning Clients** - Clients who are new to the Board's system of care, or have not received any treatment services from any of the Board-funded agencies for a year, will be referred for services to their insurer's in-network providers. If none of the Board-funded agencies are in-network providers for the insurance carrier, clients will be referred to an in-network provider outside of the Board funded agencies.
- (c) Commercial Insurance is Primary** – The Board may be billed for the lesser of the contracted insurance rate, the insurance company's Usual and Customary rate, or the Board's allowed rate less any payments received from the insurance company and any copay required by the Board subsidy schedules. The Board will cover the deductible amount consistent with the Client's insurance policy if the Client is eligible under the Board subsidy schedules.
- (d) Crisis care** – If the Agency is receiving a POS allocation from the Board, the Board will pay for crisis care provided to Clients for a maximum of 72 hours. After 72 hours, the Agency must refer the Client to an in-network provider of the Client's insurance carrier for additional services.
- (e) Non-Covered Services** - The Board will continue to pay for Services which are not covered by commercial insurance plans, Medicaid or Medicare and which are included in the Board's Treatment Services Benefit Plan (Attachment 1), as otherwise described in this Agreement.

6.1.5 Methods of Reimbursement.

- (a)** For services provided on a Grant basis (identified in Attachment 3), the Board will pay the Agency six (6) equal bi-monthly installments in accordance with Section 6.2.
- (b)** For Services provided on a Purchase of Service (POS) basis, the Board will compensate the Agency on a unit of service basis in accordance with Section 6.3.

6.1.6 Loss or Reduction in Funding. Notwithstanding any provision in this Agreement to the contrary, any duty of the Board to compensate the Agency hereunder is subject to the limitations set forth in this Article. No amount shall be paid to the Agency in excess of the rates and allocation amounts approved by the Board.

- (a) **Pass Through Grants.** If Board funding is based upon grant funding for a particular service, and the funds projected to be received from the grantor by the Board is reduced or eliminated, the amount allocated to the Agency for the respective fiscal year for such service shall be reduced accordingly, and the Agency will not receive any amount in excess of the adjusted allocation. In the event of any reduction in funding pursuant to this Article, the Board shall give the Agency written notification of such reduction as soon as possible. Notwithstanding any reduction, the Agency shall make reasonable efforts to provide services to clients currently receiving services until the current treatment/program is completed, the client can be transferred by an Appropriate Transfer to another agency, or ninety (90) days after receipt of the written notice, whichever is sooner.
- (b) **Allocations.** In the event of a general reduction in funds projected to be received by the Board from governmental agencies, the Board may, by formal Board action, make a reduction in the amount allocated to the Agency, and the Agency will not receive any amount beyond the adjusted allocation. In the event any reduction in funding is proposed to be taken by the Board pursuant to this Article on any basis other than a pro rata allocation of all program and services funding, the Board shall give the Agency forty-five (45) days written notification of such reduction before its effective date. Whenever feasible, the Agency will be afforded the opportunity to meet with a Board committee designated by the Board chair before such Board action is taken. If such a meeting does not occur before the Board action, the Agency shall be afforded, upon written request, an opportunity to meet with a Board Committee designated by the Board Chair before the reduction becomes effective. Notwithstanding any reduction, the Agency shall make reasonable efforts to provide services under treatment until the current course of treatment is completed; the client can be transferred by an Appropriate Transfer to another agency, or forty-five (45) days after receipt of the written notice, whichever is sooner.

6.2 Installment Payments.

6.2.1 Board-Funded Grants. For grant-based Services and programs identified in Attachment 3, the Agency shall be paid an amount not to exceed **\$1,234,567** as outlined below. The Board shall pay such amount in six (6) equal bi-monthly payments in July, September, November, January, March, and May by the 15th day of each

payment month. If any part of this allocation is funded with federal funds, a separate notice of award will be sent by the Board. A revised notice of award will be sent to the Agency to reflect any revisions due to changes in federal funding. The Agency agrees to be in compliance with all federal requirements including the Uniform Guidance (2 CFR § 200) requirements.

Description of Service	\$ Amount of Grant

6.2.2 Pass Through Grants. The Agency shall be paid for any pass-through programs listing the Agency as the implementing agency in accordance with the grantor's requirements. The Board shall pay such amount in six (6) equal bi-monthly payments in July, September, November, January, March, and May by the 15th of each payment month. If any part of this allocation is funded with federal funds, a separate notice of award letter will be sent by the Board. A revised notice of award will be sent to the Agency to reflect any revisions due to changes in federal funding. The Agency agrees to be in compliance with all federal requirements including the Uniform Guidance (2 CFR § 200) requirements.

6.3 Purchase of Service ("POS").

6.3.1 General. For POS-based services and programs, identified in Attachment 3 provided to Enrolled clients, the Agency may be reimbursed at the rates set forth in Section 6.4, up to a maximum aggregate amount of **\$1,234,567** as outlined below. If any part of this allocation is funded with federal funds, a separate notice of award letter will be sent by the Board. A revised notice of award letter will be sent to the Agency to reflect any revisions due to changes in federal funding. The Agency agrees to be in compliance with all federal requirements including the Uniform Guidance (2 CFR § 200) requirements. In consideration of these allocations, the agency agrees to accept new client referrals from Rescue's Urgent Care and Recovery Helpline, T.A.S.C., and hospital discharges on a weekly basis and projects that it will serve a total number of clients who will achieve prescribed outcomes as outlined in Attachment 3.

Description of Service	\$ Amount of Allocation

6.3.2 Reimbursable Amount. The Agency will be reimbursed by the Board as the payer of last resort. The Reimbursable Amount owed will be determined by a) the Board approved Rate as established by Section 6.4 below, and b) the number of eligible billable Units of Service provided for Enrolled Clients.

6.3.3 Reimbursement Process.

- (a) Claim Submission.** The Board will accept claims on a daily basis before end of business day. No claim will be payable unless it has been submitted to the Board in accordance with the terms of this Agreement and all OhioMHAS service requirements within 365 days from the date of service.
- (b) Claims Adjudication.** The Board will remit claims submitted by the Agency through MACSIS (or its successor) to the State weekly. The State will perform the adjudication, and reports on errors, held and denied claims will be remitted back to the Board bi-weekly. The Board will forward any necessary reports to the Agency for further investigation and resubmission as appropriate.
- (c) Claims Payment.** The Board will pay the Reimbursable Amount for approved claims. The Board will submit vouchers to the Lucas County Auditor for payment of approved claims at least bi-weekly.
- (d) Good Faith Accommodations.** In the event that the Board is unable to pay the agency for services rendered and billed through MACSIS because of failures in the operation of MACSIS or interruptions in payment processing by the Lucas County Auditor, both of which are events outside of the control of the Agency or the Board, the Board agrees to advance the Agency ninety percent (90%) of submitted claims filed if the Board has sufficient funds and the Agency authorizes subsequent withholding. Amounts so advanced shall be set off from payments due to the Agency after claims adjudication through MACSIS. Advances shall also be subject to adjustment for any claims paid but subsequently denied in MACSIS.
- (e) Change in Claims and Information System.** Agency acknowledges that it may be necessary for the Board to transition to a new claims and information system during the term of this Agreement. If such transition should occur, Agency agrees to cooperate in the implementation and

use of the new system, including the process and procedural requirements of the new system. In addition, Agency shall:

- Cooperate with Board as necessary to successfully transition to the new system;
- Comply with any requirements related to the implementation and utilization of the new system as conveyed by Board; and
- Apply all requirements of this Agreement that relate to MACSIS and claims activities to the new system, as directed by Board.

6.3.4 Reconciliation and Adjustments.

(a) Adjustments for First Party Payer Uncollectible Receivables.

Notwithstanding the provisions of Section 6.3.3 (a) above, within one year of the date of service was rendered, the Agency may bill the Board for any uncollected first party payer-incurred expenses that have been outstanding for more than ninety (90) days. If the Agency has made a good faith effort to collect the first party payer incurred expenses, the Board shall reimburse the Agency for the amount of the uncollected expense, subject to the POS cap. In the event the amount reimbursed by the Board is subsequently collected by the Agency, the Agency shall remit such payment to the Board or, at the Board's election, set off the payment against payments due to the Agency. Upon request by the Board, the Agency shall assign to the Board the right to collect any first party payer obligation that has been reimbursed by the Board.

(b) Third Party Liability Denied.

Notwithstanding the provisions of Section 6.3.3 (a) above, within one year of the date the service was rendered, the Agency may bill the Board, and the Board shall pay the Agency for any Third Party Liability ("TPL") previously deducted as an adjustment to the monthly billing amount which is subsequently denied or becomes uncollectible, provided the Agency has first used its best efforts to secure payment from the third party payer. The Agency may bill the Board for denied or uncollectible TPL after all rights of appeal have been unsuccessfully exhausted, or one hundred twenty (120) days after denial of the claim, whichever first occurs. In the event the Agency receives payment from a third party payer for any amount paid by the Board, the Agency shall notify the Board and such amount shall, at the discretion of

the Board, either be remitted by the Agency within 30 days of demand or set off against payments due the Agency.

- (c) **Adjustments by Board for Improper Billings.** The Board may set off or receive back from the Agency any payments made for services which are subsequently determined by the Board to (i) not have been rendered or properly documented; (ii) rendered to a person not Enrolled; or (iii) rendered by an ineligible provider. Any such improper payment shall be remitted to the Board by the Agency within 30 days of demand, or set off against payments due the Agency.
- (d) **Adjustments by the Board for Denied Claims.** The Board may set off or receive back from the Agency within 30 days of demand any claims paid by the Board for which are subsequently denied by the State. Claims paid under prior years' agreements, that are subsequently denied, may be offset against claims to be paid under this Agreement at the discretion of the Board.
- (e) **Agency Adjustments.** The Agency shall submit corrected billings and any adjustments to billings including, without limitation, adjustments due to denial of TPL claims within one (1) year of the date the service is rendered.
- (f) **Grant Violations.** In the event that the Board is held liable by OhioMHAS, HUD, SAMHSA or any other agency for repayment of state or Federal awards as a result of the agency's failure to comply with the terms of the award, the Board reserves the right to withhold POS and/or grant payments as reimbursement.
- (g) **Prior Notice to Agency.** Before any Board action demanding any payment or adjustment under Section 6.3.4 (c), (d), (e) or(f) the Agency will be informed in writing of the proposed demand for payment or adjustment and the basis for the demand. The Agency will be afforded the opportunity to challenge the demand and, upon written request, will be afforded the opportunity to meet with a Board committee designated by the Board chair. The Board Committee shall make written recommendations to the Board, and state the basis for the recommendations.
- (h) **Grant Awards.** Agency must submit a Fiscal Year Statement of Revenues and Expenditures for all grant awards being funded by the Board. Agency

has the discretion of increasing or decreasing individual revenue and expenditure line items by no more than 10% of the original Board approved budget assuming no changes are being made to the total net award amount or to the outcomes associated with the program. If the Agency wishes to amend any individual budget line item that causes it to change by more than 10%, the Agency must submit a written request to the Board's Executive Director for approval before March 1.

- (i) **Grant Award Under spending.** A final actual Statement of Revenues and Expenditures is due to the Board for all individual grant programs no later than 30 days after the end of the fiscal year. Any grant award amount that remains unexpended at the end of the fiscal year is to be returned to the Board within 90 days after the end of the fiscal year.

6.4 Rates. The Board will reimburse for Services at the lesser of the agencies calculated cost (UCR report) or the base rate stated on the Board's Subsidy Schedules (Attachment 4). Costs shall be calculated in accordance with the requirements of the Uniform Guidance and OhioMHAS requirements.

6.5 Hospital Bed Days. The Agency shall make a good faith effort to manage the number of inpatient bed days used. It will cooperate with the Board in its efforts to reduce the number of inpatient bed days, including admissions to Rescue's Crisis Stabilization Unit (CSU).

6.6 Withholding Payments. In addition to the right to set off, withhold or suspend payments in accordance with Sections 3.4.3, 4.5, 6.3.4, 7.5.1, 7.5.5 or 7.6, and without limitation of those rights, any payment due under this Agreement may be withheld by formal action of the Board if it has reason to believe that any of the following events have occurred: (i) an event of insolvency relating to the Agency; (ii) any license or certification required by law or otherwise necessary to the operation of the Agency is suspended for any reason, (iii) there is reasonable cause to believe that conditions exist relating to the Agency that represent a substantial and imminent risk of harm; (iv) Agency has delinquent tax, interest or penalty obligations to any governmental agency (v) there is reasonable cause to believe the Agency is in violation of any Board, State, or Federal billing procedure, rule or regulation; (vi) there is reasonable cause to believe that a program, service or responsibility funded by the Board on a Grant or Capacity Basis is not being rendered by the Agency, or is being rendered in a manner substantially out of compliance with Board funding guidelines, Board Policies or other agreement pertaining to such program, service or responsibility, provided, however, the withholding permitted under this subsection (vi) of Section 6.6 may not

exceed the unpaid balance of funding allocated to the relevant program, service or responsibility under Section 6.2.1.; (vii) excessive errors in claims data; (viii) Agency fails to submit the annual independent audit within required time lines; or (ix) lack of acceptable corrective action ;

Before the withholding permitted by this Section 6.6 occur, the Executive Director shall give the Agency written notice of intent to request Board action to withhold, stating the reason for doing so. The Agency shall have fourteen (14) days from the date of such notice in which to satisfy the Board that the event has not occurred or has been corrected. Before any formal Board action authorizing the withholding of funds under this Section 6.6 is taken, the Agency shall, upon request, be afforded an opportunity to meet with a Board Committee designated by the Board Chair. The Committee shall make written recommendations to the Board, and shall state the basis for the recommendation.

Payments withheld under this Section 6.6 will be remitted to the Agency only upon proof satisfactory to the Board that the event supporting the withholding did not occur; or upon correction or removal of the event(s) for which funds were withheld, and, with respect to funds withheld for Grant or Capacity funded services, only to the extent that the funded services, programs or responsibilities were provided or performed by the Agency in compliance with Board Funding Guidelines, Policies, this Agreement or other applicable agreements.

ARTICLE VII – EVALUATION AND ACCOUNTABILITY

7.1 General. The Agency shall cooperate with representatives from federal and state agencies and the Board in all audits and monitoring programs. The Agency shall provide such representatives access to all information, including but not limited to medical records, financial records, program records, and other information that such representatives deem necessary to assure compliance with applicable federal and state requirements, Board Policies, and this Agreement and as necessary for the Board to perform its duties under applicable requirement, including but not limited to, reporting activities, oversight, system administration, and program and service evaluation. The Board's representatives may conduct on-site inspections of the Agency to obtain information concerning services, programs and financial matters, by giving the Agency notice of the date and time of the inspection at least thirty (30) working days in advance. The Agency shall also permit the Board's representatives to interview the Agency's staff and clients.

7.2 Continuous Quality Improvement. The Agency shall develop and implement a continuous quality improvement program that includes a quality assurance plan and service evaluation activities that meet applicable federal and state requirements, including but not limited to OAC 5122-28-03 and Board Policies.

7.3 Consumer Satisfaction Surveys. The Board shall conduct periodic consumer satisfaction surveys and the Agency shall cooperate with such surveys and address identified areas of concern. The Agency shall also conduct periodic consumer satisfaction surveys throughout the fiscal year and shall provide reports of the results of said surveys to the Board.

7.4 Accounting. The Agency shall maintain complete and accurate financial records on an accrual basis or a modified accrual basis consistent with generally accepted accounting principles. Records shall be in a format acceptable to the Board. The Agency warrants the accuracy and completeness of information provided to the Board under this Agreement. The Agency shall provide the Board with quarterly actual and budgeted unaudited financial statements and the associated Balance Sheet within thirty (30) days of the end of each quarter. Upon request, the Agency shall provide the Board with actual and budgeted unaudited financial statements and the associated Balance Sheet within thirty (30) days of the end of each month. If the Agency receives pass through funding via the Board, the Agency will provide the Board copies of all submissions made to OhioMHAS relative to that funding, including applications, budgets, interim and annual reports.

7.5 Financial Audits and Compliance Reviews.

7.5.1 Annual Audit. The Agency shall have a financial and fiscal compliance audit performed annually by an independent certified public accountant approved by the Board in accordance with generally accepted auditing standards and all applicable requirements, including but not limited to the OhioMHAS Audit Guidelines, the Uniform Guidance and the Single Audit Act

The Agency shall submit the final report of this audit to the Board within four (4) months after the end of the Agency's fiscal year, but not later than November 1 (State Fiscal Year) or May 1 (Calendar Year). No time extensions will be granted. If the Agency fails to submit the audit report by the appropriate due date, the Agency will be charged a \$1,000.00 assessment effective immediately. An additional assessment of \$500.00 per week will be assessed until the annual audit is completed and received by the Board.

Within 14 days after notification of the assessment by Board staff, the Agency may appeal in writing any assessment to the MHRS Board. The MHRS Board will act on the Agency's appeal within 30 days which may in its discretion enforce, waive or amend the assessment. The decision of the MHRS Board is final.

Assessments will be withheld, lump sum, from any amounts otherwise due to Agency. The Agency may request a different payment plan in writing which the Executive Director has the discretion to accept or amend the Agency's proposed payment plan.

7.5.2 Audit Report. The audit report shall include the Independent Auditor's Report, completed audited and reviewed financial statements, and the management letter

A qualified opinion shall be accepted by the Board only if the Board determines that the qualified opinion does not adversely affect the Agency's ability to perform its functions under this Agreement. The Agency agrees that as part of the annual audit, the Board may require Agency's independent auditors to review and verify all costs relating to payments by the Board.

7.5.3 Audit Costs. Except as otherwise provided herein, the costs of financial and compliance audits shall be the expense of the Agency. Such costs may be included in the Agency's computation of service costs. When other payers pay for an audit, the Board shall deem the audit costs to be a non-allowable cost.

7.5.4 Other Audits or Reviews. The Board may require additional special audits or reviews if the Board determines that there is reasonable cause to believe that the Agency is demonstrating noncompliance with Board Policies or is not implementing corrective action required by an audit. The Board will pay the cost of any special audit or review that it requires under this Article XII. In addition, the Board, in its discretion, may require additional audits or reviews to be performed to address specific financial or billing issues.

7.5.5 Corrective Actions. The Agency shall be responsible for providing a response for any material weaknesses, material instances of non-compliance, findings, or questioned costs referred to in any audit referred to in this Section 7.5 or in any other audit or survey of the Agency's services by governmental agency. In the event of material weakness, material instances of non-compliance, findings, or, questioned costs, the Agency shall have thirty (30) days from receipt of notice of such findings to take corrective action or to submit a plan of correction that is acceptable to the

Board. If corrective action is not taken or a plan of correction acceptable to the Board is not submitted within thirty (30) days, or such shorter period as the Board may deem necessary by the exigencies of circumstances, all funding may be immediately suspended by the Board. If the Agency is deemed not able to be audited for any such purposes, all funds may be suspended at the discretion of the Board until the audit is complete.

7.6 Audits/Reviews. The Agency shall be subject to and cooperate with an annual compliance review conducted by representatives of the Board. The review may consist of tests that verify compliance with any clause in this agreement, including determining priority clients, review of client records, compliance with assurance statements, housing referrals, and billing accuracy, as applicable. The Board shall provide written notice of the review up to 30 days prior to the review. Notification of the client records to be reviewed will be provided to the Agency not more than 48 hours prior to the review. The Board shall notify the Agency of review findings no later than 30 days after completion of the review. The Board may initiate the reversal of funds for ineligible claim findings identified in the review not sooner than 30 days after the Agency is notified of the review findings. Ineligible findings shall include duplicated claims, improperly documented service claims, services provided by an ineligible provider, or services that do not meet the service standards as described in the Ohio Administrative Code (OAC). The Agency shall be responsible for responding to any findings as described in the compliance review report including a Corrective Action Plan, if requested by the Board, within 30 days of the request.

7.7 Utilization Review. Provider shall provide information and cooperate with the Board's Utilization Review processes. Utilization Review activities may include, but are not limited to, examining services for high risk cases, managing waiting lists and enhancing capacity and accessibility of services to assure the most effective and efficient use of services and resources.

ARTICLE VIII – TERM, MODIFICATION, RENEWAL AND TERMINATION

8.1 Term. This Agreement shall be effective as of July 1, 2016 and shall continue in effect through June 30, 2016 unless modified or terminated early as provided herein. Notwithstanding the foregoing, this Agreement shall not commence unless and until all of the following have occurred:

- (a) Board has accepted the Agency's services as part of the Board's approved Community Plan; and

- (b) Board has approved the allocation of funds to the Agency and has authorized the execution of this Agreement.

8.2 Modification. This Agreement may only be amended, including to extend its term, by the written agreement of the parties.

8.3 Termination by Board for Cause. The Board, by formal Board action, may terminate this Agreement by giving written notice to the Agency in the event of the occurrence of any of the following: (i) a Change in Ownership or Control of the Agency; (ii) an Event of Insolvency relating to the agency; (iii) any license or certification required by law or necessary to the operation of the agency is terminated or suspended for any reason; (iv) material uncured breaches of the contract; (v) the Board determines that there is reasonable cause to believe that conditions exist relating to the Agency that represent a substantial and imminent risk of harm to clients; or (vi) the agency receives a "going concern" finding in their last two audit reports by their independent audit firm.

The Agency shall notify the Board as soon as possible but not later than three (3) working days after the occurrence of any of the events described in items (ii) or (iii). The Agency shall give the Board at least thirty (30) days advance written notice of any event described in item (i).

For the purpose of this agreement, a "**Change of Ownership or Control**" is any of the following:

- (a) any merger or consolidation (consolidation being defined as the union of the operations of two or more entities into a single operation);
- (b) transfer by sale or otherwise of substantially all the assets of the Agency;
- (c) a change in the identity of fifty percent (50%) or more of the trustees of the Agency in any twelve-month period unless such change results from the lapse of terms or resignations tendered in the ordinary course; or
- (d) a change in the identity of the person or persons who hold fifty percent (50%) or more of the voting rights to elect the trustees of the Agency in any twelve-month period;

For purpose of the Agreement, an "**Event of Insolvency**" is any of the following:

- (a) the granting of an order for relief against the Agency under Title 11 of the United States Code;
- (b) the institution of a state-law reorganization, receivership, or other insolvency proceeding by or against the Agency;
- (c) an assignment for the benefit of the Agency's creditors;
- (d) failure by the Agency promptly to satisfy or discharge any execution, garnishment or attachment of such consequence as will impair its ability to carry out its obligations under this Agreement;
- (e) the entry by the Agency into an agreement of composition with its creditors;
- (f) the inability of the Agency to meet its financial obligations as they become due;
- (g) a credit default;
- (h) a lease default;
- (i) any notice of a tax delinquency; or
- (j) any notice of suspension or debarment.

Before any formal Board action terminating this Agreement, the Executive Director of the Board shall inform the Agency in writing of the Board's intent to recommend termination, and the reason for such recommendation. Upon written request, the agency shall be afforded an opportunity to meet with a Board Committee designated by the Board Chair. The Committee shall make written recommendations to the Board, and shall state the basis for the recommendations. The Board may exercise its right of termination for cause by providing written notice of termination to the Agency. The termination shall be effective on the date specified therein, except that termination pursuant to item (iv) shall be effective no sooner than 30 days after the date of notice, unless the breach is cured prior to that date.

8.4 Termination for Cause by Agency. This contract may be terminated by the Agency if the Board fails to make payment due hereunder within thirty (30) days after receipt on notice from Agency of such failure.

The Agency may exercise such right of termination for cause by providing written notice of termination to the Board, which notice shall be effective on the date specified therein, but no sooner than thirty (30) days after receipt by the Board.

8.5 Renewal/Non-Renewal. Notice of either party's intent to not enter into a service contract for the subsequent fiscal year or to make substantial changes to the subsequent fiscal year's contract, shall be provided to the other party at least 120 days prior to the expiration of this Agreement. Any disputes arising under this section shall be handled in accordance with the requirements of ORC 340.03(A)(8)(a).

8.6 Effect of Expiration or Termination. In the event of any expiration or termination of this Agreement:

- (a) The Board shall not make any additional payments due to the Agency until all final audits are complete. The costs of a final reconciliation may be deducted by the Board out of amounts due the Agency.
- (b) The Agency shall take all steps necessary for continuity of Client care.
- (c) The Agency shall insure that all information and records necessary to continuity of care, including but not limited to Client data, is transferred to an appropriate site selected by the Board. The Board will work with Agency's Board of Trustees to effectuate the transfer.
- (d) The Agency shall continue to provide Services to the same extent as in the event of a reduction in funding as provided in Section 6.1.6.
- (e) The Agency shall transfer to the Board any property in which the Board has a reversionary interest pursuant to Section 5.7, or remit to the Board its prorated share of the market value of any such property.

ARTICLE IX – INSURANCE AND INDEMNIFICATION

9.1 Insurance. The Agency shall carry comprehensive general liability insurance and professional liability insurance (including molestation insurance) on itself and on each person employed by it, under contract with it or volunteering on behalf of it, to

perform Services hereunder, with such coverage limits as the Board may determine from time to time. The initial coverage limits required hereunder shall be One Million Dollars (\$1,000,000) per incident, and Three Million Dollars (\$3,000,000) annual aggregate.

All policies of insurance required hereunder shall be on an occurrence basis or, if on a "claims made" basis, shall contain an endorsement assuring the Agency of the right to purchase "tail" coverage at the termination or expiration of the policy. In such event, the Agency agrees to buy such tail coverage upon the termination or expiration of such policy. The obligations set forth in this Article shall continue in effect notwithstanding the termination or expiration of this Agreement. The Agency shall furnish the Board with a Certificate of Insurance annually within thirty (30) days prior to the renewal date of any such policy.

9.2 Automobile Insurance. The Agency shall carry automobile liability insurance for all vehicles used to transport clients, whether such vehicles are owned by the Agency or its agents, employees, volunteers or subcontractors, with coverage limits of an amount at least One Million Dollars (\$1,000,000) combined single limit coverage symbol 1 and for vans and buses One Million Dollars (\$1,000,000) combined single limit coverage symbol 1. The Agency shall provide the Board with a certificate of insurance evidencing such coverage, and shall provide the Board with thirty (30) days-notice of cancellation or non-renewal of any such coverage.

9.3 Other Insurance. The Agency shall provide (i) casualty loss insurance on its facilities and the furniture or equipment in its facilities, including any furniture or equipment in which the Board has an interest, which provides for benefits in the amount of full replacement cost; (ii) a fiduciary bond or other insurance coverage against acts of employee fraud or dishonesty for all administrative and fiscal staff of the Agency who have fiduciary responsibilities; (iii) directors' and officers' insurance; and (iv) worker's compensation insurance. Such policies shall have such coverage limits as the Board may require.

9.4 Additional Insured and Notice of Cancellation or Non-Renewal. Each insurance coverage policy required under this Article IX shall name the Board as an additional insured and provide that the Board shall be entitled to notice from the insurer at least thirty (30) days in advance of any cancellation or non-renewal of such policy.

9.5 Indemnification. The Board shall not be responsible or liable for any damage resulting from acts or omissions of the Agency, its trustees, officers, employees, agents, volunteers and contractors, under any theory of imputed negligence or otherwise,

and the Agency shall indemnify the Board, its members, officers, agents and employees for, defend them against and hold them harmless from any and all claims relating to any acts or omissions of the Agency, its trustees, officers, employees, agents and contractors, and from any costs, attorney fees, expenses and liabilities incurred by them in connection with such claims or in the defense of any action or proceeding brought thereon.

The indemnification rights under this Agreement shall be in addition to any rights or remedies that may be available to the Board under general legal or equitable principles in the absence of an express agreement, and this Agreement shall not be construed to limit any such rights or remedies. The obligations set forth in this agreement shall continue in effect notwithstanding the termination or expiration of this Agreement.

ARTICLE X – MISCELLANEOUS

10.1 Assignment. Neither party may assign any rights or obligations under this Agreement without the express written approval of the other party.

10.2 Waiver of Breach. Any waiver of breach of any term or provision of this agreement shall not be deemed a waiver of any other breach of the same or different provision. In addition, any waiver of any provision, obligation or duty as provided in this agreement shall not constitute a waiver of a future breach.

10.3 Notices. Any notice required or permitted under this Agreement shall be in writing, and shall be sent by certified or registered mail, postage prepaid, return receipt requested, to the other party at the address set forth below or to such other address as the party may have designated by written notice to the other party, and the notice shall be effective on the date indicated on the return receipt:

If to the Board:

Mental Health and Recovery Services
Board of Lucas County
701 Adams Street, Suite 800
Toledo, Ohio 43604
Attn: Scott A. Sylak, Executive Director

If to the Agency:

Agency Name
Address
Toledo, Ohio 43xxx
Attn: Director's name, Executive Director

10.4 Severability. In the event any term or provision of this Agreement is declared invalid or unenforceable by any court of competent jurisdiction, the remainder of the provisions of this Agreement shall remain in force and effect, except as provided herein. If removal of the provision declared invalid or unenforceable will materially alter the obligations of either party in such a manner as to cause financial hardship to either party, the affected party may terminate this Agreement by giving written notice to the other party.

10.5 Incorporation of Schedules and Attachments. All Schedules and Attachments to this Agreement are incorporated by reference into the Agreement as though written herein.

10.6 Entire Agreement. This Agreement, including the Schedules and Attachments hereto constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes any prior oral or written agreements, promises, negotiations or representations relating to the subject matter of this agreement.

10.7 Amendment. This Agreement may be amended only by the mutual written consent of duly authorized representatives of the parties.

10.8 Headings. The section and article headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this agreement.

10.9 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

10.10 Independent Contractors. The Agency shall at all times act and perform as an independent contractor and not as a partner, employee or agent of the Board. The Board shall neither have nor exercise any control or direction over the methods by which the Agency performs Services hereunder. The Board's only relationship with the Agency is as set forth herein, i.e., through the Agency's contractual relationship with the Board embodied in this Agreement.

10.11 Remedies. Remedies contained in this Agreement shall not be considered exclusive of any other remedies available to either party, and such remedies shall be cumulative and shall be in addition to any other remedies available at law or in equity. No delay or omission to exercise any right or power shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

10.12 Agreement Not Exclusive. This Agreement is not intended to grant the Agency the exclusive right to provide the services described herein, or to guarantee any volume of Services to the Agency.

10.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original but all of which combined shall constitute but one agreement.

10.14 Material Changes. If, at any time during the term of this Agreement Agency intends to make a material change to its capacity to provide services, the level or type of services provided, staffing levels, programming, operating budget, or any other significant change, Agency shall provide 120 days prior written notice to Board, so that the Board may determine if the Agency has deviated from the assumptions upon which this Agreement is based.

10.15 Survival. Rights and obligations under this Agreement which by their nature should survive, including, but not limited to audit and reporting requirements, reimbursement provisions and confidentiality, will remain in effect after expiration or termination of the Agreement until such time as those requirements are fulfilled.

10.16 Dispute Resolution. In the event of any dispute, claim, question or disagreement arising from or relating to this Agreement or breach thereof, other than disputes arising under Section 8.5, the parties shall use their best efforts (including the participation of a member or members of the parties' respective governing boards, as necessary) to settle such dispute, claim, question or disagreement. To this effect, the parties shall consult in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Engaging in dispute resolution procedures and negotiations to resolve disputes does not preclude either party from taking any other action available under applicable law, including litigation, to protect its rights.

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

MENTAL HEALTH AND RECOVERY SERVICES BOARD OF LUCAS COUNTY

BY _____ Date _____
Scott A. Sylak
Executive Director

AND _____ Date _____
Neema M. Bell
Board Chair

Approved as to form:

Assistant Lucas County Prosecutor

BY _____ Date _____
Exec Name
Chief Operating Officer

AND _____ Date _____
Name
Board Chair

CERTIFICATE OF FISCAL OFFICER

The undersigned being the Chief Fiscal Officer of the Mental Health and Recovery Services Board of Lucas County, hereby certifies pursuant to ORC 5705.41 that the amounts required to meet the obligations of the Board under this Agreement during Fiscal Year 2016 have been lawfully appropriated for such purpose and are in the treasury of the Board or are in the process of collection to the credit of the appropriate fund free from any previous encumbrances.

Thomas L. Bartlett
Associate Executive Director

Community Plan SFY 2017

Mental Health and Recovery Services Board of Lucas County

NOTE: OhioMHAS is particularly interested in update or status of the following areas: (1) Trauma informed care; (2) Prevention and/or decrease of opiate overdoses and/or deaths; and/or (3) Suicide prevention.

Environmental Context of the Plan/Current Status

1. Describe the economic, social, and demographic factors in the board area that will influence service delivery.

Lucas County, according to population is the 6th largest county in Ohio (<http://quickfacts.census.gov> – 2015 estimated figures) with a population of approximately 434,000; a decline of 1.8% from the 2010 census. It is home to Toledo, the fourth most populous city. Of the top 10 counties by population, Lucas County continues to have the highest percentage of poverty. Of those same 10 counties, Lucas is number 9 in median household income, per capita income, and persons with health insurance. Lucas has the second highest percentage of persons with Hispanic origin at nearly twice the state average. According to The Bureau of Labor Statistics (<Http://BLS.gov>), as of March 2016, Lucas County's unemployment rate is 5.4%. That is a significant improvement over the 8.0% that was reported in the planning process in 2014, and is only slightly higher than the state average. Those numbers do not take into account a steadily declining number of people in the workforce in Lucas County.

Despite the economic difficulties in Lucas County, its citizens have been very supportive of this Board's efforts to serve persons with mental illness and addiction. In November 2012, for the first time in 24 years, voters passed a new 1.0 mill levy that added to the two existing levies, totaling 1.5 mills. The new levy has afforded the Mental Health and Recovery Services Board the opportunity to expand services in the county; since the passage of the levy, the Board has funded over 40 new or expanded programs within the provider network, including contracting with a number of new agencies for the first time.

The provider network in the county continues to be financially strong, but several environmental changes have affected the Board's relationships with them. The largest providers are expanding into other counties, forming relationships with local hospital systems, or expanding facilities and services within Lucas County. As noted above, we now have contractual relationships with several smaller agencies in the county, and we have been working with a for-profit agency to provide certain services. The elevation and expansion of Medicaid has also affected relationships with the providers and changed the Board's focus as MHR SB funding now constitutes only 8% of treatment services in Lucas county. As providers and the provider network continue to grow, competition for licensed workers and psychiatrists continues to be a challenge we face.

With respect to the new Continuum of Care requirements, the only service that the County does not have is ambulatory detox for opiates. While the Board desires to have that service in place in Lucas County and has solicited providers through an RFI process, none have expressed willingness to provide the service at a rate that approximates the Medicaid allowable rate.

Once again, communities are being thrust into the unknown, this time with the Medicaid redesign. Changes to the billing procedures will certainly require cost and effort on the part of the providers, but it will also be burdensome to the Boards as OMHAS has indicated that it will not maintain a centralized billing system. MHR SB will be required

to invest a significant amount of resource if it wants to be able to process billings for services that are not covered by Medicaid. An even more dramatic impact will be felt when the state moves to managed care. At this moment, it is difficult to guess what effect it will have on the levels of service that Medicaid clients will receive or the outcomes of that service. The Board has been working to assure that all Lucas County residents have equitable levels of service, and these changes make it probable that clients who do not have Medicaid or private insurance will be disadvantaged, which is unacceptable to MHR SB. The Board is considering alternative methodologies to fund services to the non-Medicaid population such as value based purchasing.

Assessment of Need and Identification of Gaps and Disparities

2. Describe needs assessment findings (formal & informal), including a brief description of methodology. Please include access issues, gaps in services and disparities, if any.

In preparation for the FY 2015 and FY 2016 funding cycles, MHR SB of Lucas County commenced its formal planning process. Both years included a formal Purchasing Plan including a strict timeline approved by the Board in January 2015 and January 2016. Each year's plan was linked directly to the Board's Strategic Plan. In addition, two community workgroups led by the MHR SB emerged: 1) Access to Treatment Workgroup: met over a 13-month period to discuss and debate how to improve accessibility to mental health and addiction treatment services for the residents of Lucas County; and 2) Diversity Workgroup: met over a 13-month period to recommend strategies that will lead to the elimination of the disparities in Lucas County by increasing diversity and expanding inclusion throughout the continuum of care. Finally, substantive data-collection projects were administered in an effort to capture the many voices of the community throughout both years; those efforts are detailed herein.

African American Forum (2014) and Hispanic Leadership Breakfast (2015)

At two scheduled events, one designated as the Second Annual African American Forum on Mental Health (2014) and the other a Hispanic Leadership Breakfast (2015), MHR SB asked to have attendees complete a brief survey on paper. Its intent was primarily to learn if African Americans and Hispanic Americans have different priorities than the general population concerning mental health. When asked to whom they would go for advice, respondents overwhelmingly chose a CMHC or a PCP. When asked what would influence their choice of provider, personal recommendation and experience of the provider were the overwhelming responses. Very few said that gender of the clinician or race of the clinician would influence their decision. When asked why respondents thought that people would not seek treatment, the overwhelming response was stigma.

Stakeholder Forum (Early 2015)

Community members were encouraged to speak at a forum at the McMaster Center in February 2015. The participants that addressed the Board were contract providers, professionals representing the Hispanic/Latino Community, professionals representing stakeholder interests (DD, human trafficking, private psychiatry, and property management), and consumers of mental health services. The overwhelming number of comments had to do with increased attention to serving persons with limited English proficiency. The most frequent suggestion was to increase the number of Spanish-speaking MH workers in the system.

Youth Task Force Survey (Spring 2015)

The Youth Task Force, an assembly of mental health providers, juvenile justice professionals, and other stakeholders who work with youth, was issued a paper survey at a scheduled meeting in spring 2015. When asked

what was the greatest problem youth faced with MH issues, most indicated parents with MH/AOD issues and/or violence in the home. They reported that the greatest unmet needs are MH screening in schools and AOD mentors for youth. The majority indicated that 90+ day residential treatment centers are needed.

Lucas County Pain Medication/Heroin Survey (Spring 2015)

In early 2015, MHRSB and the Lucas County Health Department promulgated a survey designed to identify community attitudes toward opiate/heroin usage in the county. It was administered on paper and electronically. There were 4,032 respondents. 50% said that they had been negatively affected in some way by heroin/opiates; 47% said they had family members or friends who were affected. Most respondents indicated awareness of the problem in the community with opiate/heroin use/abuse. A significant majority expressed support for spending money on solving drug-related problems: Prevention (89% favorable); treatment (87% favorable); monitoring prescribers (76% favorable); MAT (65% favorable); law enforcement (64% favorable); syringe exchange programs (54% favorable). 90% of respondents identified that they know that pain medications can lead to heroin use and addiction, but 57% said they don't know where to call for resources.

Heroin Opiate Summit (Summer 2015)

In mid-2015, MHRSB convened a summit to learn about, identify, and problem-solve the issues in Lucas County. In attendance were treatment providers, prevention providers, clinicians, law enforcement, government employees, community members, family members, and consumers. The Law Enforcement/First Responder Subgroup recommended getting defendants into structured environment and mental health services; supplying police departments with Narcan and training them on administering it; and giving assessments upon being taken into custody. The Medical Subgroup recommended education for survivors and users; implementing the Dawn Project; reducing the rate of babies born addicted to illicit drugs; influencing hospitals/doctors not to "over-treat"; increasing the number of MAT prescribers; and implementing a needle exchange program. The Prevention Subgroup recommended increasing the awareness of the permanent drug drop boxes; information dissemination to parents; and working with senior centers for safe storage and disposal. The Treatment and Recovery Subgroup recommended 24/7 access; and increased communication on harm reduction, under 18 programs, sober hangouts, standard referral/intake processes, and access to Naloxone.

Family Parent Survey (Summer 2015)

MHRSB collaborated with Lucas County Family Council to conduct a survey of parents throughout the county to learn their needs related to mental health and addiction services. There were 537 respondents. When asked as family members what their greatest needs are in relation to their children's mental health and/or addiction issues, 28% responded education, 25% responded quicker access in crisis, and 17% identified parent support groups as a need. When asked how people with MH or AOD issues can be better served in the community, themes included accessibility (location, available services, clinicians); specific services such as outreach, peer support, and family support; and education/awareness (MH/AOD, anti-stigma, resources available, community education).

Lucas County NAMI Surveys (FY 2015)

Lucas County NAMI administered feedback surveys to its program participants, volunteers, and support groups in FY 2015. There were 131 families, teens/young adults, and consumers that submitted responses to the various NAMI surveys. When asked to share any challenges that families have faced recently or gaps that respondents have found while in the course of their or their family member's treatment, the following themes emerged: need for awareness (of illnesses and the continuum of care) and need for greater system navigation for families or consumers. Teens/young adults as well as adult consumers specified need for help with the MH system

(accessibility, knowledge, affordability, awareness) and more social/environmental opportunities (employment, recreation, life skills classes).

Stakeholder Forum (Early 2016)

Community members spoke at a forum at the McMaster Center in February 2016. The participants that addressed the Board were contract providers, faith-based community, advocates in recovery from opiate/heroin addiction, and consumers of mental health services. Work force development was mentioned several times; in particular was an emphasis on training and hiring more peer supporters, but also in the context of a shortage of psychiatrists and certified prevention specialists. There were a number of comments calling for increased prevention efforts, specifically for more “universal” efforts for youth regarding drugs and alcohol and for a campaign to prevent FASD in newborn children. Education and stigma reduction are often mentioned together, and several presenters highlighted this as an area that continues to present opportunities.

- a. Child service needs resulting from finalized dispute resolution with Family and Children First Council [340.03(A)(1)(c)].

MHR SB staff actively participates in the Service Coordination Mechanism as part of the Lucas County Family and Children First Council. In FY 2015 and FY 2016, there were no disputes requiring resolution.

- b. Outpatient service needs of persons currently receiving treatment in State Regional Psychiatric Hospitals [340.03(A)(1)(c)].

Discharge planning is defined within the Continuity of Care Agreement with NOPH and community mental health centers. Additionally, MHR SB participates in the Hospital Utilization Management Committee to discuss community trends, barriers, and opportunities. The most prevalent issue is housing at discharge.

- c. Service and support needs determined by Board Recovery Oriented System of Care (ROSC) assessments.

The Ohio Association of Community Behavioral Health Authorities (OACBHA) designed a survey that was to be administered by all Boards to various community stakeholders. MHR SB promulgated the survey electronically to a wide variety of stakeholders, and 246 providers, consumers, criminal justice staff, health workers, family members, and MHR SB Board members and staff responded. Results indicated that it was generally unknown if interim services were available for people on waiting lists or who are not ready for treatment, and questions dealing with the availability of prevention and treatment services generally scored high while questions relating to access showed a slightly lower score.

- d. Needs and gaps in facilities, services and supports given the Continuum of Care definitions found in the Ohio Revised Code [ORC 340.03(A)(1)].

MHR SB staff met to complete a gaps analysis regarding treatment and support services for all levels of opioid and co-occurring substance use disorders in Lucas County’s continuum of care. While there may be capacity issues, particularly in the areas of Suboxone administration and sub-acute detoxification, It was determined that there are gaps for all populations with respect to ambulatory detoxification, peer mentoring, and residential treatment services. Additionally, there are gaps in sub-acute detoxification, medication assisted treatment services, and 12-step approaches for juveniles.

- 2A. Complete Table 1: Inventory of Facilities, Services and Supports Currently Available to Residents of the Board Area. (Table 1 is an Excel spreadsheet accompanying this document)

Strengths and Challenges in Addressing Needs of the Local System of Care

In addressing questions 3, 4, and 5, consider service delivery, planning efforts, and business operations when discussing your local system. Please address client access to services and workforce development.

3. What are the strengths of your local system that will assist the Board in addressing the findings of the need assessment?

Lucas County's service treatment system is continually growing. Harbor, the CMHC with the largest budget, affiliated with ProMedica, which strengthens its organizational capacity. Zepf, another large CMHC, merged with Compass, a major AOD provider, and has added new facilities and programs, including a wellness center and recovery housing, as it expands in the community. Unison has partnered with Mercy St. Charles Behavioral Health Institute to provide mental health intensive out-patient and partial hospitalization, and New Concepts has grown to the point that it now serves the largest number of the Board's non-Medicaid AOD clients. In addition to these well-established agencies, during the past year the Board has expanded treatment capacity by contracting for the first time in years with UMADAOP, Family Service of Northwest Ohio, and Lutheran Social Services. All but one of these agencies are fully accredited and all but one are dually certified to serve mental health and AOD clients. Between these agencies there is a robust continuum to serve children, transition aged youth and adults. MHRSB funds a 16-bed crisis service center which is a great asset to the community, and though the Board currently does not contract with them, the county is fortunate to have a rich network of private hospitals with psychiatric services as well as the Northwest Ohio Psychiatric Hospital which is incorporated into the local system of care.

In addition to a strong treatment system, Lucas County benefits from a number of support providers that contribute to a recovery oriented system of care. The Thomas Wernert Center (TWC) is a Consumer Operated Service (COS) that offers not only training in leadership, skill building and utilization of recovery tools, it also provides tremendous opportunities for socialization through weekly programming and special events. In FY 2017, MHRSB will be partnering with OMHAS (through a capital grant) to nearly double the size of the center which will enable TWC to serve more people and expand the types of programming it offers to become an even more valuable community resource. Funded agencies such as NAMI (education and support) and ABLE (assistance with benefits) also play a key role in the spectrum of recovery supports.

Lucas County identifies the housing continuum as a strong point of the system of care. Much of the housing stock is owned/managed by a single board-contracted provider, Neighborhood Properties. Many of the properties were funded in part with capital grants from OMHAS (then ODMH) and the agency currently has approximately 500 units that are available exclusively to persons with mental illness. MHRSB has recently invested a significant amount of local resources to "modernize" a number of the units so that they will continue to be a community resource. Clients receive rental support from HUD, LMHA, and MHRSB. In addition there are currently 92 licensed Adult Care facilities in Lucas County; through its contract agency NPI, the Board funds 123 placements for persons with mental illness in approximately 40 of those homes. In the past two years, the county has benefitted from the addition of about 120 recovery housing beds to support persons in their recovery from drugs and alcohol. MHRSB also has a contractual relationship with St. Paul's Community Center, a shelter for homeless individuals that provides shelter while assisting clients to move to permanent supportive housing. St. Paul's also manages the Winter Crisis Program that provides over-night accommodations and two meals to homeless individuals during select winter months.

MHRSB has increased its efforts in prevention programs and services, in particular to address the prevention of addiction to alcohol and other drugs (AOD), problem gambling and the promotion of mental health. The MHRSB places a strong emphasis on prevention services for individuals at various stages across the lifespan, from early childhood through late adulthood. Funded programs target specific population based problems and behaviors that are determined by local data and current mental, emotional and behavioral issues and trends in Lucas County. All

of the MHR SB prevention programs are evidence-based and include either education or environmental strategies (CSAP Strategies) and more than one prevention service delivery strategy. Additionally, MHR SB is heavily invested in Mental Health First Aid training.

Though difficult to quantify, the collegial relationships MHR SB enjoys with variety of stakeholders and providers is a strength in Lucas County. Over the past two years the Board has put together at least 3 major groups that convened on a regular basis; the Behavioral Health Criminal Justice Workgroup that met to look for ways to divert clients with mental illness from incarceration through the Sequential Intercept Model, the Access to Treatment Workgroup that looked at ways to ensure that all clients would get the treatment they need on a timely basis, and the Diversity and Inclusion Workgroup that studied to identify areas in which there was disparity, and worked to formulate policy statements for adoption by the Board. We believe these demonstrations of community engagement will help clarify the findings of the needs assessments as well addressing their resolution.

Identify those areas, if any, in which you would be willing to provide assistance to other boards and/or to state departments.

MHR SB's Information Systems department has developed an interactive scheduling system that allows staff at the Recovery Helpline to schedule appointments to clients at 8 participating agencies. Providers assign open slots (dates and times), define their insurance panels, identify the types of services available (MH or AOD) and indicate the locations at which the service is offered. MHR SB would be willing to share information regarding the system.

4. What are the challenges within your local system in addressing the findings of the needs assessment, including the Board meeting the Ohio Revised Code requirements of the Continuum of Care?

The volatility of Medicaid administration continues to challenge the system's ability to plan effectively. With the elevation of Medicaid, it was easier to plan for Board spending, but there arose a "disconnect" between the agencies providing services for Medicaid clients and the Board who is tasked to plan for services in the entire community. With the expansion of Medicaid, the "disconnect" grew even larger, but the Board now has more money with which to contract for specialized treatment, support, and prevention services. Adding and monitoring those services placed additional administrative burden on the Board's staff. With the pilot of Medicaid Health Homes in Lucas County (4 agencies) there were new demands placed on the system, particularly in the area of human resources as qualified clinicians were recruited to provide these services, often leaving a void in the positions and/or agencies from which they came, frequently resulting in a loss of treatment capacity for all populations. Medicaid redesign now presents what could be the most difficult challenge yet with the advent of a new billing system and managed care.

A shortage of prescribers who are willing to work in the public system has presented a challenge. Recently MHR SB funded an agency to open a Behavioral Health Urgent Care center, but it has not been able to open on schedule because of the inability to hire staff with prescribing authority.

As mentioned earlier, we have solicited proposals for the provision of ambulatory detox for opiates, but we are not finding providers that can or will deliver the service at the rates prescribed by Medicaid.

a. What are the current and/or potential impacts to the system as a result of those challenges?

With respect to Medicaid redesign, MHRSB's goal has been to ensure that all clients receive the advantage of the same benefit package. Since Medicaid's package is outside of the Board's control, we will try to ensure that at a minimum, non-Medicaid clients are able to access the same level of service. It seems impossible to measure that impact however because we are uncertain as to what Medicaid benefits will look like, especially as we move into managed care. The Board will stay true to its goal and will look for ways to keep the service levels equitable.

b. Identify those areas, if any, in which you would like to receive assistance from other boards and/or state departments.

MHRSB would be interested in learning how other Boards gather information, particularly with regard to outcomes, both at a program level and at the community level. We would be very interested to know if OhioMHAS will be providing guidance/assistance (e.g. the Behavioral Health Information System), or if communities will be left to design and implement their own proprietary systems.

5. Cultural Competency

a. Describe the board's vision to establish a culturally competent system of care in the board area and how the board is working to achieve that vision.

The Mental Health and Recovery Services Board (MHRSB) and staff have made significant progress in its response to the changing demographics in the county and the current data available regarding behavioral health inequities among its underserved populations. The MHRSB envisions that diversity, inclusion and health equity and the provision of culturally & linguistically appropriate care will become:

- The key strategic priority to reduce health care inequities throughout our MHRSB system.
- Part of a sustainable organizational effort that is carried out in a strategic and intentional process with an appropriate infrastructure and measures.
- A model in addressing health inequity through diversity and inclusion activities and in the provision of culturally and linguistically appropriate services.
- A culture throughout the MHRSB of Lucas County system of care.

In February 2015 the Board commissioned a work group of 32 representatives from a cross section of the community including the system's credentialed behavioral health professionals, faith leaders, local law enforcement, Advocates for Basic Legal Equality, health care systems, the community organizations that uniquely serve the community's underserved populations and others, to review available research and study strategies with the expected goal of a recommended plan of action. It was the vision of the Board of Trustees that a plan of action would be developed to guide the organization forward towards reducing behavioral health disparities among its consumer base. The Diversity Workgroup presented its report, Diversity and Inclusion, Moving Forward: Reducing Health Inequities through a Culturally Responsive System of Care, to the Board of Trustees for action. The report, which contains 24 strategic recommendations that serve as actions to be undertaken that will move the system towards a more culturally responsive system of care, was approved by the Board in March 2016. The recommendations included in the report are well aligned with the revised National Standards for Culturally and Linguistically Appropriate Services (CLAS) and include the development of an office and, hiring a Manager of

Inclusion and Health Equity. The Manager has begun the work of helping the board towards achieving its vision and also serves on the Ohio Mental Health and Addiction Services Disparities and Cultural Competence (DACC) Advisory Committee, supporting the effort to eliminate disparities and achieve health equity through its four key objectives. These key state objectives serve as an additional touchstone and a resource for best practice approaches for the board. It is hoped that OhioMHAS will come forth with a “vision” for a culturally competent system of care to guide Boards and communities in their efforts to ensure that all citizens are equitably included in the behavioral healthcare system.

Priorities

6. Considering the board’s understanding of local needs, the strengths and challenges of the local system, what has the board set as its priorities for service delivery including treatment and prevention and for populations?

Below is a table that provides federal and state priorities.

Please complete the requested information only for those federal and state priorities that are the same as the board’s priorities, and add the board’s unique priorities in the section provided. For those federal and state priorities that are not selected by the board, please check one of the reasons provided, or briefly describe the applicable reason, in the last column.

Most important, please address goals and strategies for any gaps in the Ohio Revised Code required service array identified in the board’s response to question 2.d. in the “Assessment of Need and Identification of Gaps and Disparities” section of the Community Plan [ORC 340.03(A)(11) and 340.033].

Priorities for Mental Health and Recovery Services Board of Lucas County

Substance Abuse & Mental Health Block Grant Priorities

Priorities	Goals	Strategies	Measurement	Reason for not selecting
SAPT-BG: Mandatory (for OhioMHAS): Persons who are intravenous/injection drug users (IDU)				<input type="checkbox"/> No assessed local need <input type="checkbox"/> Lack of funds <input type="checkbox"/> Workforce shortage <input checked="" type="checkbox"/> Other (describe local planning efforts did not substantiate additional need.
SAPT-BG: Mandatory (for boards): Women who are pregnant and have a substance use disorder (NOTE:ORC 5119.17 required priority)				<input type="checkbox"/> No assessed local need <input type="checkbox"/> Lack of funds <input type="checkbox"/> Workforce shortage <input checked="" type="checkbox"/> Other (describe): local planning efforts did not substantiate additional need.
SAPT-BG: Mandatory (for boards): Parents with SUDs who have dependent children (NOTE: ORC 340.03 (A)(1)(b) & 340.15. required consultation with County Commissioners and required service priority for children at risk of parental neglect/abuse due to SUDs)	Parents would not lose permanent custody of their children as a result of their SUD.	MHRSB continues to fund a program that primarily targets substance-using parents. Further, MRHSB doubled its capacity for case management for the Family Drug Court which is a primary referral source for the program.	Number of clients served by the program, and number of clients successfully completing the program.	<input type="checkbox"/> No assessed local need <input type="checkbox"/> Lack of funds <input type="checkbox"/> Workforce shortage <input type="checkbox"/> Other (describe):
SAPT-BG: Mandatory (for OhioMHAS): Individuals with tuberculosis and other communicable diseases (e.g., AIDS,HIV, Hepatitis C, etc.)				<input type="checkbox"/> No assessed local need <input type="checkbox"/> Lack of funds <input type="checkbox"/> Workforce shortage <input checked="" type="checkbox"/> Other (describe): lack of appropriate data to substantiate local need.
MH-BG: Mandatory (for OhioMHAS): Children with Serious Emotional Disturbances (SED)				<input checked="" type="checkbox"/> No assessed local need <input type="checkbox"/> Lack of funds <input type="checkbox"/> Workforce shortage <input type="checkbox"/> Other (describe):

<p>MH-BG: Mandatory (for OhioMHAS): Adults with Serious Mental Illness (SMI)</p>	<p>Persons who are not eligible for Medicaid will have access to the same benefits as do those who are eligible.</p>	<p>Align non-Medicaid benefit plan with new Medicaid billing rules and/or managed care plans.</p>	<p>Cost per client of non-Medicaid client will approximate the cost of serving a Medicaid client.</p>	<p>No assessed local need <input type="checkbox"/> Lack of funds <input type="checkbox"/> Workforce shortage <input type="checkbox"/> Other (describe):</p>
<p>MH-Treatment: Homeless persons and persons with mental illness and/or addiction in need of permanent supportive housing</p>	<p>Reduce the numbers of SPMI clients who are waiting for permanent supporting housing.</p>	<p>Extend the life of existing housing stock by funding agency to modernize units. Provide funding for private market leasing to expand available housing.</p>	<p>Numbers of SPMI clients on waiting list for permanent supportive housing will be reduced.</p>	<p>No assessed local need <input type="checkbox"/> Lack of funds <input type="checkbox"/> Workforce shortage <input checked="" type="checkbox"/> Other (describe): local planning efforts did not substantiate additional need.</p>
<p>MH-Treatment: Older Adults</p>				<p>No assessed local need <input type="checkbox"/> Lack of funds <input type="checkbox"/> Workforce shortage <input checked="" type="checkbox"/> Other (describe): local planning efforts did not substantiate additional need.</p>
<p>Additional Priorities Consistent with SAMHSA Strategic Plan and Reported in Block Grant</p>				
<p>Priorities</p> <p>MH/SUD Treatment in Criminal Justice system – in jails, prisons, courts, assisted outpatient treatment</p>	<p>Goals</p> <p>Decrease the penetration of individuals with MH/SUD into the criminal justice system.</p>	<p>Strategies</p> <p>Screen all clients for MH/SUD at booking. Link all appropriate offenders to outpatient services at release and provide them with medication or a prescription. Create specialized services for CJ population such as ACT Teams Administer Gain SS at booking in jail to facilitate diversion and linkage</p>	<p>Measurement</p> <p>Number of people who have appointments with CMHC upon release. Number of people who have medication upon release. Number of people who have been seen in jail/prison that recidivate.</p>	<p>Reason for not selecting</p> <p>No assessed local need <input type="checkbox"/> Lack of funds <input type="checkbox"/> Workforce shortage <input type="checkbox"/> Other (describe)</p>
<p>Integration of behavioral health and primary care services</p>				<p>No assessed local need <input checked="" type="checkbox"/> Lack of funds <input type="checkbox"/> Workforce shortage <input type="checkbox"/> Other (describe):</p>

Recovery support services for individuals with mental or substance use disorders; (e.g. housing, employment, peer support, transportation)	Increase opportunities for socialization and training for peer supporters.	Double the capacity (building project of the existing COS.) Funding for formal training leading to certification as peer supporter. Establish Peer Run Respite Center	Number of people participating in Wernert Center activities. Number of people certified as Peer Supporters. Numbers of people who use the center and are not hospitalized.	<input type="checkbox"/> No assessed local need <input type="checkbox"/> Lack of funds <input type="checkbox"/> Workforce shortage <input type="checkbox"/> Other (describe):
Promote health equity and reduce disparities across populations (e.g. racial, ethnic & linguistic minorities, LGBT)	Reduce health care inequities throughout the MHRSB system and become more culturally responsive.	Maintain the Inclusion Council and implement the recommendations of the FY 2016 Diversity Workgroup.	Number of recommendations implemented.	<input type="checkbox"/> No assessed local need <input type="checkbox"/> Lack of funds <input type="checkbox"/> Workforce shortage <input type="checkbox"/> Other (describe):
Prevention and/or decrease of opiate overdoses and/or deaths	Reduce the number of overdoses that result in death. Create greater awareness of the risks associated with the misuse of heroin and opiates.	Partner with the Lucas County Health Department to distribute Narcan kits. Expand social marketing campaign targeting adolescents. Convene prevention providers to address heroin/opiate strategies.	Numbers of deaths resulting from opiate overdoses.	<input type="checkbox"/> No assessed local need <input type="checkbox"/> Lack of funds <input type="checkbox"/> Workforce shortage <input type="checkbox"/> Other (describe)
Promote Trauma Informed Care approach				<input type="checkbox"/> No assessed local need <input type="checkbox"/> Lack of funds <input type="checkbox"/> Workforce shortage <input checked="" type="checkbox"/> Other (describe): local planning efforts appear consistent with community need.
Prevention Priorities				
Priorities	Goals	Strategies	Measurement	Reason for not selecting
Prevention: Ensure prevention services are available across the lifespan with a focus on families with children/adolescents	Address unique prevention/education needs of all ages; priority is on age of onset for children/adolescents.	Formulation of a comprehensive prevention plan.	Plan is completed and published.	<input type="checkbox"/> No assessed local need <input type="checkbox"/> Lack of funds <input type="checkbox"/> Workforce shortage <input type="checkbox"/> Other (describe):
Prevention: Increase access to evidence-based prevention				<input checked="" type="checkbox"/> No assessed local need <input type="checkbox"/> Lack of funds <input type="checkbox"/> Workforce shortage <input type="checkbox"/> Other (describe):
Prevention: Suicide prevention	Educate the community to the danger signs of suicide ideation.	Expand investment in Suicide Coalition. Continue to invest in Mental Health First Aid.	Number of presentations in schools. Number of persons trained in MH First Aid	<input type="checkbox"/> No assessed local need <input type="checkbox"/> Lack of funds <input type="checkbox"/> Workforce shortage

				Other (describe): <input type="checkbox"/> No assessed local need <input type="checkbox"/> Lack of funds <input type="checkbox"/> Workforce shortage <input checked="" type="checkbox"/> Other (describe): ; local planning efforts did not substantiate additional need.
Prevention: Integrate Problem Gambling Prevention & Screening Strategies in Community and Healthcare Organizations				

Board Local System Priorities (add as many rows as needed)

Priorities	Goals	Strategies	Measurement
Access to care: information.	All people in the community will know how and where to get help for opiate addiction as well as general help for MH and SUD.	Fund the Recovery Helpline in collaboration with 211; 24 hour operation to provide information and or referral; integrated scheduling software for appointments; community based advertising campaign to heighten awareness.	Numbers of people calling for information. Number of appointments scheduled within 48 hours of call.
Access to care: urgent	Establish a Behavioral Health Urgent Care Center with extended hours to provide immediate access.	Develop and fund the Urgent Center to be located at Rescue Mental Health Services.	Numbers of people who use the Urgent Care Center instead of going to the ER.
Reduce the impact of opiate/heroin use in our community.	Expand the availability of Medication Assisted treatment for opiate/heroin abuse. Decrease the incidences of babies born with neonatal abstinence syndrome.	Provide injectable Vivitrol in jail followed by linkage to outpatient treatment. Provide case management and support for pregnant women who are addicted to opiates by connecting them to Medication Assisted Treatment (Methadone).	Number of people involved in CJ system who leave jail on Vivitrol. Number of babies born free of NAS

Priorities (continued)

7. What priority areas would your system have chosen had there not been resource limitations, and why? If you provide multiple priority areas, please prioritize.

Priority if resources were available	Why this priority would be chosen
(1) Increase access to evidence-based prevention across the life span	MHRSB recognizes that the need for treatment could be reduced/minimized if there were adequate prevention efforts that resulted in abstinence or delayed onset.
(2) Integration of behavioral health and primary care services	Currently Medicaid Health Homes are providing access to these services for Medicaid eligible clients; if funds were avail MHRSB would seek to make the same services available to non-Medicaid clients.
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
(11)	
(12)	
(13)	
(14)	

Collaboration

8. Describe the board's accomplishments achieved through collaborative efforts with other systems, consumers and/or the general public during the past two years. (Note: Highlight collaborative undertakings that support a full continuum of care. Are there formal or informal arrangements regarding access to services, information sharing, and facilitating continuity of care at a systems level?)

Perhaps driven by the heroin/opiate epidemic, collaboration has increased dramatically in this community. The County Commissioners, Sheriff, local providers and MRHSB have been involved in the planning and formation of a special law-enforcement team that reaches out to persons who have overdosed. They have access to emergency services (including naloxone and inpatient detox), recovery housing, case management, education, information, and treatment. MHRHSB and the Lucas County Health Department formed a collaboration whereby MHRHSB agreed to fund Naloxone kits and the LCHD agreed to be the distribution channel for anyone wanting Naloxone as a means of preventing death from overdose.

A survey administered by MRHSB and the Lucas County Health Department indicated that a majority of the people in Lucas County did not know where to find help for opiate users. Hearing that there were similar problems in Hancock and Wood Counties, MHRHSB collaborated with those two county boards to develop a "Helpline" that anyone in those counties could access by calling an easily recognizable number (211) and reaching a centralized triage agency (United Way) that would divert calls for AOD and/or MH issues to a call center. The Boards joined together in joint effort to develop and fund a marketing campaign that would get the word to residents of the 3 counties that they could call either for information and or help. As part of the initiative, MHRHSB developed a scheduling software system to be administered by the Recovery Helpline. Eight local providers agreed to input available time slots and accept appointments scheduled directly from the Helpline with the goal of having clients seen within 48 hours.

As part of an effort to minimize the population in the Lucas County Jail, MHRHSB has collaborated with the Lucas County Commissioners and the Sheriff to provide screening at booking and linkage prior to release. Funding was provided by a BHCJ grant from OMHAS. From the Behavioral Health standpoint, the project tries to identify clients who would benefit from treatment and to connect those individuals to resources so that they will not be arrested prior to their next hearing, and that they will attend all hearings for which they The Board has also worked with the Municipal Courts to look for ways to provide information regarding offenders who would be better served by treatment rather than incarceration.

In the last biennium, MHRHSB partnered with Four-County ADAMHS Board to fund a prevention project in Swanton. This is a village whose boundaries cross over Lucas and Fulton Counties. The Swanton Area Community Coalition had recently had a federal prevention grant that expired, and the two Boards collaborated to help the agency address some infrastructure issues and then provided funding in order for them to provide programming in that community.

In FY 2016, MHRHSB collaborated with other child-serving systems such as Juvenile Court, Child Welfare, and a local provider (Zepf), as well as the Lucas County Commissioners, the City of Toledo, The United Way, and local foundations (i.e., Toledo Community Foundation, The Andersons, and Stranahan Supporting Organization) to fund and implement an Emergency Youth Shelter. Having the shelter up and running positions the county to apply for

federal funding through the Family and Youth Services Bureau. This is the first time that Lucas County has had a shelter for youth since 2009.

MHR SB staff participates in the Lucas County Trauma Coalition. The coalition works together to educate the community on trauma, identify gaps and barriers to trauma informed and trauma-specific services, and to increase collaboration among larger systems. Staff also leads a collaboration of community mental health providers in a Disaster Work Group that developed a Behavioral Health Disaster Response Plan and meets regularly to coordinate to train responders and consider the activation protocols for deployment of the response team. Staff also participates in the Lucas County Integrated Healthcare Steering Committee.

Inpatient Hospital Management

9. Describe the interaction between the local system's utilization of the State Hospital(s), Private Hospital(s) and/or outpatient services and supports. Discuss any changes in current utilization that is expected or foreseen.

Since the state's decision to take back the financial responsibility for inpatient stays at the state hospital, MHR SB and its contract agencies have worked hard to minimize utilization at Northwest Ohio Psychiatric Hospital. Civil days are currently about 30% lower than the 3-year average. Forensic days, which are not directly under the Board or providers' control, are higher than the average for the same time period.

MHR SB employs different strategies to try to minimize the utilization of hospital bed days, public and private. The HUM (Hospital Utilization Management) Committee meets every other month. The meetings are collaborative in nature, and representatives meet to discuss, from a clinical perspective, specific issues and frequently specific cases in order to facilitate discharge when possible, or to problem solve difficult cases/clients. The Committee consists of representatives from the adult psychiatric units from the hospital systems (Mercy Behavioral Health Institute, ProMedica, Northwest Ohio Psychiatric Hospital, and Arrowhead Behavioral Health), the three largest community mental health agencies in our county (Harbor, Unison, and Zepf), Rescue, Inc. (crisis services and pre-screening), Neighborhood Properties (housing), and the Mental Health and Recovery Services Board. Each agency/hospital has opportunity to discuss their current census or any trends they are experiencing. The HUM meeting has provided our system of care with a mechanism to communicate with each other and to enhance continuity of care. Agencies are given the opportunity to report out any new services that are available and to monitor existing services.

Two years ago, the Board funded Harbor, Unison, and Zepf to provide hospital engagement services. These grant funds allowed the CMHCs to provide services in the hospital without having to worry about billing through Medicaid or other POS funders. Agency representatives serve clients, either new or existing, by providing assessments that enable them to open cases and/or book appointments at the agency before the client is discharged. The goal is to ensure that agency clients are seen by a prescriber within 7 days of discharge. This opportunity to engage with patients before they are discharged helps to improve compliance and reduce re-admission back into the hospital. The hospitals are cooperative, and the parties utilize the HUM meeting as a way to discuss and problem solve any issues that may come up in this program.

A third "tool" MHR SB uses to manage hospital utilization is another meeting the Board facilitates known as the Prescreening of Involuntary Commitments meeting. This group also meets every other month, and is attended by many of the same entities; however, its representation is more administrative. Hospitals, CMHCs, the Board and Probate Court meet to consider efficiencies in the prescreening for involuntary commitment process, hospital admissions, continuity of care, etc. The group has also done some work around the topic of civil outpatient commitment.

Innovative Initiatives (Optional)

10. Many boards have implemented innovative programs to meet local needs. Please describe strategies, policy, or programs implemented during the past two years that increase efficiency and effectiveness that is believed to benefit other Ohio communities in one or more of the following areas:

a. Service delivery

Community Mini-Grants: in an effort to foster broader community involvement, and to incorporate ideas coming from grass-roots community agencies, MHRSB funded 17 agencies (from a pool of 39 applicants) in the amount of \$77,764 for a wide range of proposals that were consistent with and contributed to the Board's mission. The applications were not open to agencies that were certified mental health/AOD providers, and the maximum amount of a mini-grant was \$5,000. It is the Board's plan to increase these allocations to \$100,000 in FY 2017.

b. Planning efforts

c. Business operations

d. Process and/or quality improvement

Please provide any relevant information about your innovations that might be useful, such as: How long it has been in place; any outcomes or results achieved; partnerships that are involved or support it; costs; and expertise utilized for planning, implementation, or evaluation.

NOTE: The Board may describe Hot Spot or Community Collaborative Resources (CCR) initiatives in this section, especially those that have been sustained.

Advocacy (Optional)

11. Please share a story (or stories) that illustrate the vital/essential elements you have reported on in one or more of the previous sections.

Open Forum (Optional)

12. Please share other relevant information that may not have been addressed in the earlier sections. Report any other emerging topics or issues, including the effects of Medicaid Expansion, which is believed to be important for the local system to share with the department or other relevant Ohio communities.

The limitations imposed by the IMD Exclusion rule (16 – beds) continue to hamper efforts to expand inpatient detox and residential services. Local hospitals have not recognized the need to provide acute detox in their settings; the Northwest Ohio Hospital Council has begun to facilitate discussions with the Board and its member hospitals to problem solve. This will not, however, address the capacity issues for sub-acute detox created by the IMD Exclusion.

Community Plan Appendix 1: Alcohol & Other Drugs Waivers

A. Waiver Request for Inpatient Hospital Rehabilitation Services

Funds disbursed by or through OhioMHAS may not be used to fund inpatient hospital rehabilitation services. Under circumstances where rehabilitation services cannot be adequately or cost-efficiently produced, either to the population at large such as rural settings, or to specific populations, such as those with special needs, a board may request a waiver from this policy for the use of state funds.

To request a waiver, please complete this form providing a brief explanation of services to be provided and a justification. **Medicaid-eligible recipients receiving services from hospital-based programs are exempted from this waiver as this waiver is intended for service expenditure of state general revenue and federal block funds.**

A. HOSPITAL	UPID #	ALLOCATION

B. Request for Generic Services

Generic services such as hotlines, urgent crisis response, referral and information that are not part of a funded alcohol and other drug program may not be funded with OhioMHAS funds without a waiver from the department. Each ADAMHS/ADAS board requesting this waiver must complete this form and provide a brief explanation of the services to be provided.

B.AGENCY	UPID #	SERVICE	ALLOCATION

SIGNATURE PAGE

Community Plan for the Provision of
Mental Health and Addiction Services
SFY 2017

Each Alcohol, Drug Addiction and Mental Health Services (ADAMHS) Board, Alcohol and Drug Addiction Services (ADAS) Board and Community Mental Health Services (CMHS) Board is required by Ohio law to prepare and submit to the Ohio Mental Health and Addiction Services (OhioMHAS) department a community mental health and addiction services plan for its service area. The plan is prepared in accordance with guidelines established by OhioMHAS in consultation with Board representatives. A Community Plan approved in whole or in part by OhioMHAS is a necessary component in establishing Board eligibility to receive State and Federal funds, and is in effect until OhioMHAS approves a subsequent Community Plan.

The undersigned are duly authorized representatives of the ADAMHS/ADAS/CMHS Board.

ADAMHS, ADAS or CMH Board Name (Please print or type)

ADAMHS, ADAS or CMH Board Executive Director

Date

ADAMHS, ADAS or CMH Board Chair

Date

[Signatures must be original or if not signed by designated individual, then documentation of authority to do so must be included (Board minutes, letter of authority, etc.)].