

# MHRS BOARD MEETING

June 16, 2015

4:00 p.m.

## Agenda

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 19, 2015	✓	✓		1-4
<input type="checkbox"/>	6. Treasurer’s Report ➤ May 2015 Financial Statements	✓	✓		5-11
	7. Combined Programs & Services/Planning & Finance Committee Report				12
<input type="checkbox"/>	A. Wernert Center Campus Capital Project Allocation	✓	✓	✓	12-13
<input type="checkbox"/>	B. TASC Extension of the FY 2015 Contract Allocation	✓	✓	✓	13-14
<input type="checkbox"/>	C. NPI OHFA Capital Grant Match Allocation	✓	✓	✓	14-15
<input type="checkbox"/>	D. St. Paul’s Community Center OHFA Capital Grant Match Allocation	✓	✓	✓	15-16
	E. Personal Service Contract Renewals:				
<input type="checkbox"/>	➤ Ellen Jones, Client Rights Officer	✓	✓	✓	16
<input type="checkbox"/>	➤ Siva Yechoor, MD, Medical Director	✓	✓	✓	17
<input type="checkbox"/>	F. Civil Commitment Designations ➤ Appointment of Pre- screeners and Attorneys	✓	✓		17-18
<input type="checkbox"/>	G. Health Officer Credentialing	✓	✓		18-19
<input type="checkbox"/>	H. Lucas County Behavioral Health Emergency Response Plan (See Separate Attachment)	✓	✓		19-20  (1)-(19)
<input type="checkbox"/>	8. Governance Committee Report				20
	A. FY 2016 Provider Agreements (See Separate Attachments)				21
	➤ Prevention and Supportive Services	✓	✓		<1> - <24>
	➤ Mental Health and Addiction Services	✓	✓		P.1 – P.33

<input type="checkbox"/>	B. FY 2016 Board Administrative Budget	✓	✓	✓	22-25
<input type="checkbox"/>	C. FY 2015/2016 Board Officer Nominations	✓	✓		26
	9. Other Business ➤ Board Meeting and Committee Attendance	✓			27-29
	10. Director's Report				
	11. Open Session				
	12. Adjournment				

---

**MINUTES – Board Meeting**  
**Mental Health & Recovery Services Board of Lucas County**  
**May 19, 2015**

---

**Roll Call - Members Present:**

Audrey Weis-Maag	Dr. Lois Ventura	Dr. Mary Gombash
Neema Bell	Andre Tiggs	Dr. Tim Valko
Tawny Cowen-Zanders	Tony Pfeiffer	Scott D. Johnson
Linda Howe	Lynn Olman	Pastor Perryman

**After Roll Call:**

Pastor Earley

**Members Absent:**

Linda Alvarado-Arce	Robin Reeves	Kyle Schalow
William Sanford		

**Staff:** Scott Sylak, Tom Bartlett, Donna Robinson, Amy Priest, Carolyn Gallatin, Cami Roth Szirotnyak, Latisha Williams, Karen Olnhausen.

**Visitors:** Paul Lewis, Recovery Council; Janice Edwards, New Concepts; Richard Arnold; Geof Allan, UMADAOP; Deb Chany, SCAT; Deb Angel, Recovery Council Chair; Deb Flores, Zepf Center; M.P. Gebers, Harbor; James Jones, FSNO; Joe Habib, SPCC; Jason Vigh, Rescue; Amy Kobold, Unison; Vanessa Fitzpatrick, Mercy; Cindy Pisano, Mercy; Karen Wu, ABLE; Jessi Broz, Rescue; Kim Wood, Brown Consulting; Pete Areddy, Harbor.

The meeting was called to order at 4:01p.m., with Ms. Weis-Maag, Board Chair, presiding.

**Consent Agenda Items:** The Trustees reviewed the Consent Agenda items, and the four following items were approved by consent. Voting to approve the Consent Agenda was: Mr. Johnson-yes; Pastor Earley-yes; Mr. Pfeiffer-yes; Dr. Ventura-yes; Dr. Gombash-yes; Mr. Olman-yes; Ms. Cowen-Zanders-yes; Ms. Bell-yes; Dr. Valko-yes; Ms. Howe-yes; Mr. Tiggs-yes; Pastor Perryman-yes.

**Board Minutes – April 21, 2015**

**April 2015 Financial Statements**

*The Mental Health & Recovery Services Board of Lucas County approves the April 2015 financial statements and the April 2015 voucher schedules of bills as presented in the May 2015 Board packet.*

**Programs & Services Committee Meeting Report**

**Governance Committee Meeting Report**

➤ **A Renewed Mind FY 2014 Audit Late Submission Penalty**

*The Mental Health and Recovery Services Board of Lucas County approves a \$7,500 penalty to A Renewed Mind for the late submission of their FY 2014 audited financial statements in accordance with Article 7.5.1 of A Renewed Mind's FY 2015 Provider Agreement for Mental Health and Addiction Services which will be withheld from future Board payments which are due to A Renewed Mind.*

**Planning & Finance Committee Report**

➤ **FY 2016 Purchasing Plan – Proposed Allocations**

Mr. Bartlett referred to pages 13&14 of the meeting packet for a review of the proposed FY 2016 Purchasing Plan allocations which have been previously vetted through the Programs & Services and Planning & Finance Committees. He indicated that the FY 2016 Purchasing Plan Allocations Worksheet located on pages 16-19 of the meeting packet contained a list of each agency and program for both the FY 2015 Approved Allocations and the FY 2016 Proposed Allocations. The total amount recommended for allocation to date is \$17,480,606, with pending allocations to be determined for CET Continuation/Expansion, TASC Forensic Linkage and Reentry Allocation, and the Zepf Recovery Housing OMHAS grant allocation.

Mr. Bartlett stated that the last FY 2016 “to be determined” allocation is the estimated targeted \$1.8 million that Board staff is working on which will be shared at the June 2, 2015 P&F Committee meeting in the updated Board Financial Forecast.

The following motion was recommended to the Board of Trustees:

The Mental Health and Recovery Services Board of Lucas County allocates \$17,480,606 to fund the purchase of prevention, treatment, and other supportive services in FY 2016. The Board's Executive Director is authorized to execute appropriate FY 2016 Provider Agreements with the Agencies and for the amounts listed on the FY 2016 Allocations Worksheet included in the May 19, 2015 Board meeting packet.

*There was a motion was made by Mr. Olman and it was seconded by Dr. Valko to approve the motion as presented. Voting to approve the motion was: Mr. Johnson-yes; Pastor Earley-yes; Mr. Pfeiffer-yes; Dr. Ventura-yes; Dr. Gombash-yes; Mr. Olman-yes; Ms. Cowen-Zanders-yes; Ms. Bell-yes; Dr. Valko-yes; Ms. Howe-yes; Mr. Tiggs-yes; Pastor Perryman-yes.*

**Director's Report**

- With regard to the budget, the impact for MH/AOD wasn't very favorable coming out of the House, as the proposed FY 2016 budget is still \$30 million below the FY 2015 budget. Discussion is occurring with regard to moving all Medicaid recipients into managed care plans and placing ceiling limits on their benefits. There is language that provides Boards' access to heroin/opiate overdose information collected from hospitals and physicians that is reported to the local Health Departments. There is a state law pending that at the end of September, Boards and agencies will be required to report waiting lists, and agencies will be required to offer interim services for clients placed on a waiting list. The State funding formula for disadvantaged boards is a continued discussion in the House and Senate, and the MHR SB remains the third lowest of all Ohio counties.
- At the last Governance Committee meeting, it was expressed that more education is needed with regard to the potential marijuana legalization initiative on the November 2015 ballot. The Board staff is finalizing an educational session in collaboration with the Ohio Department of Health and the NWO Academy of Medicine. Tony Coder from the Ohio Drug Free Alliance and Ian James, the Executive Director of Responsible Ohio will present on the initiative to the broader community via invitation. Staff is also seeking a medical professional to discuss the science around marijuana. There is a tentative date scheduled for June 9 from 3-6:00 p.m. at UT Scott Park Campus.
- A Medicaid re-determination lawsuit settlement was pending for individuals that received an automatic termination for not renewing their Medicaid benefits. This was the first time it happened and a substantial number of people lost their Medicaid benefits because they didn't understand the renewal process or they didn't receive the application to renew. This week, a settlement was made with Disability Rights Ohio, stating that by August 1, 2015, everyone that was terminated from Medicaid from January 1 – March 31 would be reinstated retrospectively to their termination date. Moving forward, paperwork would be revised and hearings would be expedited. However, an annual re-application will still be necessary in order keep Medicaid benefits.
- Approximately 75 stakeholders attended the recent TARTA hearing regarding the increase in fees and loss of tokens. At the hearing, tokens were reinstated. A vote will occur in early June.
- It was approved by the Trustees that the Programs & Services Committee meeting on May 26 will be combined with the Planning & Finance Committee meeting on June 2, 2015.

---

**MINUTES – Board Meeting****Mental Health & Recovery Services Board of Lucas County****May 19, 2015**

---

- A small group of board staff, Trustee Andre Tiggs and Ms. Angel from the Recovery Council will attend the Recovery Oriented System of Care (ROSC) training in Bowling Green on May 27, 2015, for a broader regional discussion on what ROCS is, how to implement it and how to do an audit.
- There is a new coalition that has emerged with the Sheriff's support regarding advocacy issues including access to treatment. The Board staff has voiced concern about overlapping duties and working with the latest information. Mr. Sylak clarified the Board's position on the Recovery Help Line that is under consideration, with a transition of Central Access into a "no wrong door system" based on multi-level discussions that is consistent with the MHRSB's policies in relation to continuum of care, treatment time, use of the Board's payer source as a last resort, etc.
- Mr. Sylak announced that Ms. Tawny Cowen-Zanders has submitted her resignation from the MHRSB effective July 1, 2015 as she is moving to Philadelphia with her current employer. She expressed her appreciation and enjoyment in serving on the Board, and shared her positive experience living in Ohio.

**Open Session**

- Ms. Weis-Maag recognized that NAMI hosted their annual walk which was a success as they met their goal of raising \$75,000 in pledges; she expressed appreciation for all of the support at this fantastic event.
- Ms. Weis-Maag acknowledged the Board staff for planning a wonderful Mental Health Recognition Ceremony and then recognized all of this year's award recipients.
- Mr. Arnold stated that at the May Governance Committee meeting, there was a proposed 5% increase in administrative costs. He shared his knowledge of the history of the MHRSB with regard to administrative expenses and expressed concern about costs going up for everyone with a request that the Board consider the impact it would have on agencies by increasing administrative expenses by 5% during the heroin epidemic.

**Adjournment**

The meeting was adjourned at 5:00 p.m.

---

Pastor Waverly Earley

---

Scott A. Sylak, Executive Director

---

**BOARD MEETING****June 16, 2015**

---

**Treasurer's Report****➤ May 2015 Financial Statements**

Enclosed is the Consolidated Statement of Revenues and Expenditures for the month ending May 2015. 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 \$1,946,920 which is \$1,382,995 favorable to the budget. Total Board revenues were \$829,457 above budget due to OMHAS distributing the fourth quarter federal funds to the Board. Expenses were \$553,538 lower than budget primarily due to lower AOD and MH Non-Medicaid POS spending and less than budgeted targeted allocations disbursements.

On a May FYTD basis, revenues exceeded expenses by \$4,165,469 which is \$5,043,955 favorable to the budget. Actual revenues were \$515,798 more than budgeted and actual expenses were \$4,528,157 favorable to the budget. Revenues were only 2.1% above plan primarily due to the Board's election to receive part of the FY 2015 Central Pharmacy allocation in cash.

All expense categories were underspent, but the majority of this underspending is related to MH and AOD POS expenses. On a May FYTD basis, AOD POS spending was \$1,385,402 below budget (61% less than budget) and MH POS spending was \$1,643,339 below budget (40% less than budget). May FYTD Grant program spending was \$1,318,934 under budget (9.5% less than budget) due to reduced targeted allocation disbursements.

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:

<b>AGENCY</b>	<b>AOD</b>	<b>MH</b>	<b>TOTAL</b>
HARBOR	9,803.98	75,473.42	85,277.40
PHILIO	44,423.98	-	44,423.98
UNISON	8,941.69	56,596.70	65,538.39
UMADAOP	3,870.32	-	3,870.32
ZEPF	5,266.36	81,093.11	86,359.47
OUT OF COUNTY	-	249.57	249.57
<b>GRAND TOTAL</b>	<b>72,306.33</b>	<b>213,412.80</b>	<b>285,719.13</b>

- May Contract vouchers total \$2,676,121.27. Included in this amount are the final FY 2015 grant payments.

---

**BOARD MEETING**

**June 16, 2015**

---

- May Miscellaneous vouchers total \$ 12,766.18. Included in this amount are Mental Health First Aid trainer stipends and reimbursements totaling \$4,958.45.

The following motion is recommended to the Board of Trustees:

*The Mental Health and Recovery Services Board of Lucas County approves the May 2015 financial statements and the May 2015 voucher schedules of bills as presented in the June 16, 2015 Board packet.*

**Mental Health and Recovery Services Board of Lucas County**  
**Consolidated Statement of Revenues and Expenditures**  
**May 2015**

	May Actual	May FYTD Actual	May FYTD Budget	May FYTD Budget Variance	FY 2015 Total Budget
<b>Revenue</b>					
Local Levy Revenue	\$ -	\$ 17,476,299	\$ 16,957,983	\$ 518,316	\$ 17,207,983
Federal Grants Revenue	\$ 707,353	\$ 2,823,568	\$ 2,952,341	\$ (128,773)	\$ 3,112,840
State Revenue	\$ 385,446	\$ 2,897,939	\$ 2,543,589	\$ 354,350	\$ 2,543,589
HUD Revenue	\$ 49,156	\$ 536,225	\$ 549,260	\$ (13,035)	\$ 659,112
BHJJ/OOD/OAG Revenue	\$ 1,600	\$ 929,085	\$ 1,144,145	\$ (215,060)	\$ 1,183,968
<b>Total Revenue</b>	<u>\$ 1,143,555</u>	<u>\$ 24,663,116</u>	<u>\$ 24,147,318</u>	<u>\$ 515,798</u>	<u>\$ 24,707,492</u>
<b>Expenditures</b>					
Grant Funded Program Expenses	\$ 2,229,979	\$ 12,559,276	\$ 13,878,212	\$ 1,318,934	\$ 14,532,880
MH Non-Medicaid POS Expenses	\$ 213,413	\$ 2,427,751	\$ 4,071,090	\$ 1,643,339	\$ 4,675,000
AOD Non-Medicaid POS Expenses	\$ 72,306	\$ 872,874	\$ 2,258,276	\$ 1,385,402	\$ 2,735,203
Pass Through Program Expenses	\$ 442,310	\$ 3,394,112	\$ 3,524,984	\$ 130,872	\$ 3,724,667
Board Administration Expenses	\$ 132,466	\$ 1,243,633	\$ 1,293,242	\$ 49,609	\$ 1,501,188
<b>Total Expenditures</b>	<u>\$ 3,090,475</u>	<u>\$ 20,497,647</u>	<u>\$ 25,025,804</u>	<u>\$ 4,528,157</u>	<u>\$ 27,168,938</u>
<b>Net Increase/(Decrease) in Net Assets</b>	<u>\$ (1,946,920)</u>	<u>\$ 4,165,469</u>	<u>\$ (878,486)</u>	<u>\$ 5,043,955</u>	<u>\$ (2,461,446)</u>

6/10/2015

**Mental Health and Recovery Services Board of Lucas County  
Consolidated Balance Sheet**

As of May 31, 2015

	April 30, 2015 Balance Sheet	May 2015 Changes	May 31, 2015 Balance Sheet
<b>ASSETS</b>			
Current Assets			
Total Cash	\$ 19,395,613	\$ (1,946,920)	\$ 17,448,693
Total Current Assets	\$ 19,395,613	\$ (1,946,920)	\$ 17,448,693
<b>TOTAL ASSETS</b>	<b>\$ 19,395,613</b>	<b>\$ (1,946,920)</b>	<b>\$ 17,448,693</b>
<b>LIABILITIES &amp; FUND BALANCES</b>			
Liabilities			
Current Liabilities			
Total Accounts Payable	\$ 97,347	-	\$ 97,347
Accrued Employee Benefits	\$ 190,278	-	\$ 190,278
Total Current Liabilities	\$ 287,625	-	\$ 287,625
Operating Fund Balance	\$ 19,107,988	\$ (1,946,920)	\$ 17,161,068
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 19,395,613</b>	<b>\$ (1,946,920)</b>	<b>\$ 17,448,693</b>

6/10/2015

MHRBS of Lucas Co.  
 May 2015 - Purchase of Service Disbursements

PAYMENT DATE	VENDOR	VOUCHER	NET AMOUNT	DESCRIPTION
5/7/2015	Firelands Counseling	405426	79.78	CLAIMS WK 4/27/15 - CRISIS
5/14/2015	Firelands Counseling	406459	169.79	CLAIMS WK 5/4/15 - CRISIS
5/7/2015	Harbor	405432	19,546.93	CLAIMS WK 4/27/15
5/14/2015	Harbor	406460	515.64	CLAIMS WK 5/4/15
5/20/2015	Harbor	407463	39,194.21	CLAIMS WK 5/11/15
5/28/2015	Harbor	408340	26,020.62	CLAIMS WK 5/18/15
5/13/2015	New Concepts	406461	11,883.48	CLAIMS WK 5/4/15
5/28/2015	New Concepts	408342	32,540.50	CLAIMS WK 5/18/15
5/20/2015	Unison	407464	65,538.39	CLAIMS WK 5/11/15
5/28/2015	UMADAOP	408344	3,870.32	CLAIMS WK 5/18/15
5/7/2015	Zepf	405435	27,441.56	CLAIMS WK 4/27/15
5/13/2015	Zepf	406462	19,174.26	CLAIMS WK 5/4/15
5/13/2015	Zepf	406463	6,737.10	SUBOXONE- MARCH
5/20/2015	Zepf	407466	33,006.55	CLAIMS WK 5/11/15

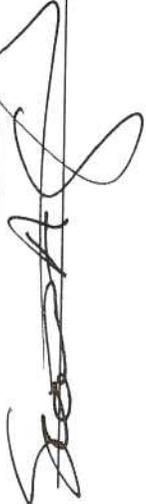
285,719.13 TOTAL

 Executive Director

May 2015 - Contractual Disbursements

PAYMENT DATE	VENDOR	VOUCHER	NET AMOUNT	DESCRIPTION
5/4/2015	Able	405137	35,267.00	GRANT -MAY/JUN
5/4/2015	Adelante	405138	46,159.50	GRANT -MAY/JUN
5/4/2015	Big/Brothers/Big Sisters	405139	7,520.31	GRANT -MAY/JUN
5/14/2015	Buckeye Family Residential	406456	1,319.40	APR COMP TX AGREEMENT
5/4/2015	Court Diagnostic	405140	49,240.85	GRANT -MAY/JUN
5/14/2015	Ellen E Jones	406458	819.25	CONTRACT SERVICES - APRIL/MAY
5/28/2015	Ellen E Jones	408338	1,421.00	CONTRACT SERVICES - MAY
5/4/2015	Family Service Of N.W.O.	405156	16,613.80	GRANT -MAY/JUN
5/4/2015	Harbor	405141	181,980.30	GRANT -MAY/JUN
5/4/2015	Lucas Co. - Family Council	405154	17,699.34	GRANT -MAY/JUN
5/4/2015	Lucas Co. - Family Council	405155	228,000.00	ANNUAL POOLED FUNDS
5/20/2015	Lucas Co. - Common Pleas	407459	16,038.79	Q3 MH FORENSIC MONITOR
5/4/2015	Nami of Greater Toledo	405143	45,649.30	GRANT -MAY/JUN
5/4/2015	Neighborhood Properties	405144	497,573.84	GRANT -MAY/JUN
5/20/2015	Neighborhood Properties	407462	49,155.88	APRIL HUD
5/4/2015	Rescue	405145	589,367.97	GRANT -MAY/JUN
5/20/2015	Rescue	407458	1,750.00	APRIL HOT SPOT
5/20/2015	Siva R. Yechoor	407460	4,800.00	CONTRACT SERVICES FEB-APR
5/4/2015	St Paul's Community Center	405146	85,479.15	GRANT -MAY/JUN
5/4/2015	St. Vincent Medical Center	405147	33,360.00	GRANT -MAY/JUN
5/4/2015	SCAT	405148	23,720.50	GRANT -MAY/JUN
5/4/2015	TASC of Northwest Ohio	405150	165,735.49	GRANT -MAY/JUN
5/4/2015	The Learning Club	405142	17,933.66	GRANT -MAY/JUN
5/4/2015	Thomas M Wernert Center	405152	95,083.35	GRANT -MAY/JUN
5/4/2015	Unison	405157	114,169.00	GRANT -MAY/JUN
5/4/2015	UMADAOP	405151	108,854.68	GRANT -MAY/JUN
5/4/2015	Zepf	405153	211,013.52	GRANT -MAY/JUN
5/28/2015	Zepf	408335	30,395.39	MAR OOD VOC REHAB

2,676,121.27 TOTAL

 Executive Director

MHRBSB of Lucas Co.  
 May 2015 - Miscellaneous Disbursements

PAYMENT DATE	VENDOR	VOUCHER	NET AMOUNT	DESCRIPTION
5/4/2015	Amy J Priest	405133	55.00	MAY CELL PHONE
5/28/2015	Amy J Priest	408347	92.85	APR-MAY TRAVEL/TRAINING
5/28/2015	Annie M. Durrett	408329	250.00	MHFA TRAINING 5/4/15
5/14/2015	Buckeye Cablesystem	406454	210.25	APRIL EMAIL
5/20/2015	Carolyn Gallatin	407456	114.92	NOTARY RENEW, TRAVEL JAN-MAY
5/14/2015	Carolyns Catering	406452	211.25	MAY MHFA TRAINING
5/28/2015	Carolyns Catering	408351	160.15	MAY CIT TRAINING
5/28/2015	Celeste Smith	408328	1,228.56	MHFA 4/24, 5/8/15, TRAVEL REIMB
5/14/2015	Daniel James Rodgers	406464	5.00	APR REC COUNCIL
5/20/2015	DAVID BROWNING	407467	100.00	MUSIC - RECOGNITION CEREMONY
5/28/2015	Deborah A. Angel	408330	250.00	MHFA TRAINING 5/4/15
5/29/2015	Donna M Robinson	408346	445.01	MAY CIT TRAVEL/TRAIN REIMB.
5/29/2015	Drug-Free Action Alliance	395431	(238.40)	TRAINING CHECK TO BE REISSUED
5/7/2015	Enterprise Rent-A-Car	405446	43.29	APR CAR RENTAL
5/28/2015	Enterprise Rent-A-Car	408350	86.32	APR CAR RENTAL
5/7/2015	Francotyp-Postalia	405441	74.85	MAY POSTAGE METER
5/14/2015	Gold Ribbon Trophies	406448	310.80	MAY RECOGNITION AWARDS
5/14/2015	Gregory Collier	406468	10.00	APR REC COUNCIL
5/28/2015	Jennifer Tucker	408333	1,000.00	MHFA TRAINING - APRIL
5/4/2015	Joe Saad	405132	55.00	MAY CELL PHONE
5/4/2015	Karen Olnhausen	405134	55.00	MAY CELL PHONE
5/20/2015	Keystone Printing	407455	1,445.00	APR/MAY EVENT PRINTING (2)
5/1/2015	Kristal Barham	405136	55.00	MAY CELL PHONE
5/14/2015	Kristal Barham	406450	667.06	APRIL SUPPLIES/TRAVEL REIMB.
5/28/2015	Kristal Barham	408345	901.16	APR-MAY MHFA TRAVEL/TRAINING
5/20/2015	Kwik Parking	407457	528.50	APRIL PARKING
5/20/2015	Leaf Commercial Capital	407453	437.00	MAY COPIER LEASE
5/28/2015	Michael's Gourmet	408349	59.00	MAY CIT TRAINING
5/7/2015	Office Max Contract	405440	571.19	APR OFFICE SUPPLIES
5/20/2015	Office Max Contract	407454	111.03	MAY OFFICE SUPPLIES
5/7/2015	Ohio Business Machines	405443	1,298.21	JAN-APR COPIER USAGE/SRV
5/20/2015	Ohio Business Machines	407451	29.00	MAY COPIER TONER
5/14/2015	Paul Lewis Jr	406465	10.00	APR REC COUNCIL
5/28/2015	Ramona Bethany	408331	250.00	MHFA TRAINING 4/27/15
5/4/2015	Scott A. Sylak	405130	55.00	MAY CELL PHONE
5/7/2015	Scott A. Sylak	405452	856.90	FEB-APR TRAVEL/REIMB
5/7/2015	Seagate Office Products	405438	62.50	APR OFC SUPPLIES
5/14/2015	Sheryl D Cooper	406467	5.00	APR REC COUNCIL
5/29/2015	Sierra A. Ortiz	408334	750.00	TRAINING 4/7, 4/14, 4/30
5/4/2015	Steve Spinelli	405131	55.00	MAY CELL PHONE
5/14/2015	Steve Spinelli	406446	34.78	MAY OFC SUPPLIES
5/14/2015	Susan Helppie	406466	10.00	APR REC COUNCIL
5/4/2015	Timothy Goyer	405135	55.00	MAY CELL PHONE
			14,766.18	TOTAL

  
 Executive Director

**Combined Programs & Services/Planning & Finance Committee Meeting Report**

The Planning & Finance Committee and Programs & Services Committee held a combined meeting on June 2, 2015. At that combined meeting, nine items were discussed. Four of these agenda items did not require an allocation and are summarized in the following narrative:

- The updated Board Financial Forecast was reviewed. FY 2015 POS and Grant underspending are estimated at \$3,800,000. Key assumptions made in this financial forecast were that the MHR SB would make a \$2,200,000 capital allocation for the Wernert Center Campus project, that \$300,000 will be allocated to NPI and St. Paul's Community Center to access \$600,000 of Capital Funding to End Homelessness Initiative funding in FY 2015 which would result in the MHR SB having a modest \$635,604 surplus. For FY 2016, the MHR SB will make a total of \$2,450,000 of unidentified Non-Medicaid targeted allocations. The MHR SB will have a cumulative \$5,066,805 Net Deficit for the FY 2016 through FY 2018 time period which will reduce the Board's surplus from \$13.6 million in FY 2015 to \$8.6 million in FY 2018.
- The P&S/P&F Committee reviewed the Civil Commitment Designations for FY 2016 and recommended to the full Board that there will be no changes from FY 2015.
- The P&S/P&F Committee recommended to the full Board that 11 individuals would be designated as System Health Officers for a two-year term whose applications were evaluated by the Health Officers Credentialing Committee.
- The Board staff discussed the Lucas County Behavioral Health Emergency Response Plan. After discussion, the P&S/P&F Committee recommends that the MHR SB approve the Emergency Response Plan at their June 16, 2015 Board meeting.

The remaining five items that were discussed require an allocation. These five agenda items are discussed in the following narrative which includes motions for the Board's consideration:

**A. Wernert Center Campus Capital Project Allocation**

At the June 2, 2015 Combined Planning & Finance/Programs & Services Committee meeting, the Wernert Center Campus Capital Project was discussed. To provide some context for the Committee members, a brief recap of the Wernert Center Campus capital project was provided.

On February 3, 2015, the Wernert Center presented their plans for the future at the Planning & Finance Committee meeting. This presentation included the acquisition of additional property which would permit the Wernert Center to increase the size of their Center and would create a campus setting for clients coming to the Wernert Center. They also detailed that their expanded physical plan would permit the Wernert Center to offer new programming and serve more people.

---

**BOARD MEETING****June 16, 2015**

---

The original plan anticipated that the Wernert Center would acquire two parcels north of their property and expand the current center. After this February presentation, another possibility for expansion was discovered that would permit the Wernert Center to acquire a larger parcel east of their property which was a former elementary school which has been demolished. If this property becomes available, that option is the preferred site which would permit both the current planned expansion as well as potential future expansion.

The Wernert Center is significantly undersized which inhibits clients who would benefit from going to the Wernert Center to take advantage of their programming and opportunities for socialization. Given the amount of FY 2015 POS and Grant underspending discussed in the Board's Financial Forecast, the Board staff believes it is the perfect time to make a \$2,200,000 allocation for the Wernert Center Campus capital project. In effect, the FY 2015 POS and Grant underspending would be invested in a capital project which would have long-term benefits for the clients the Board serves.

If the MHR SB approves this allocation at the June 16, 2015 Board meeting, the \$2,200,000 would be expensed in FY 2015 and the \$2,200,000 would be set aside for the Wernert Center Campus capital project on the Board's balance sheet. The Board staff would continue to work with the Wernert Center to acquire the necessary property and fund the expansion from the \$2,200,000 set aside.

After discussion the combined Planning & Finance/Programs & Services Committee was supportive of this investment. The following motion is recommended to the Board of Trustees:

*The Mental Health and Recovery Services Board of Lucas County approves the \$2,200,000 investment in The Wernert Center Campus capital project. The \$2,200,000 would be expensed in FY 2015 and funds would be distributed to The Wernert Center from this Set-Aside fund subject to the Board's Staff approval.*

**B. TASC Extension of the FY 2015 Contract Allocation**

At the May 19, 2015 MHR SB Board meeting, the FY 2016 Purchasing Plan was approved. Not included in the FY 2016 Purchasing Plan were four allocations that the Board staff was unable to make recommendations for a variety of reasons. The CET continuation/expansion allocations were not ready for the Board's consideration. The Board hosted a May 18, 2015 meeting on CET where the agencies involved in the CET program as well as the CET CLEVELAND, the developer of this CET program, participated in what the first year of CET meant for the system. There was uniform agreement that the CET program had been successful and the MHR SB wanted to continue/expand this program in FY 2016. Agencies have been asked to develop their FY 2016 CET Budgets under the guidelines provided by the Board staff. It is anticipated that these allocations will be requested at the August 18, 2015 Board meeting.

---

**BOARD MEETING****June 16, 2015**

---

Zepf's request for an allocation for the Recovery Housing Grant was not considered because there is the possibility that OMHAS may support this program in FY 2016. The allocation request for unidentified FY 2016 targeted allocations was not considered at the May Board meeting because the Board staff wanted to determine the amount of FY 2015 POS and Grant underspending in order to make a formal allocation request. A recommendation regarding both of these allocation requests will be made at the August 18, 2015 Board Meeting.

The remaining FY 2016 allocation request not acted at the May 19, 2015 Board meeting is TASC. Staff has been in discussion regarding the many changes which have taken place in the criminal justice system and it has been difficult for TASC to prepare a comprehensive FY 2016 allocation request for the Board. The most serious unresolved issue is what role TASC will perform in the revised jail programming to divert non-violent individuals who have mental illness and/or substance abuse issues from incarceration.

Given all of the uncertainties that TASC is dealing with at this time, one issue, cash flow, should be taken off the table. The Board staff is recommending that TASC's FY 2015 contract be extended from June 30, 2015 to August 31, 2015 and a single payment of \$153,447 be made in July 2015. This payment would be equivalent to 1/6 of their potential FY 2016 allocation amount (MHR SB allocations and OMHAS Pass Through Awards) which would be normally paid to TASC in six equal grant payments.

The actual amount of the MHR SB's total TASC FY 2016 allocations is projected to be determined at the August 18, 2015 Board meeting, at which time the TASC's FY 2016 Provider Agreement can be signed. TASC's FY 2016 Provider Agreement will be for the September 1, 2015 through June 30, 2016 time period. The total FY 2016 allocations amounts will be reduced to reflect this proposed single payment.

The combined Planning & Finance/Programs & Services Committees were in agreement with the Board staff's recommendation. The following motion is recommended to the Board of Trustees:

*The Mental Health & Recovery Services Board of Lucas County approves the extension of the TASC's FY 2015 Provider Agreement from June 30, 2015 to August 31, 2015 and authorizes a one-time payment of \$153,447 for TASC to be made in July 2015.*

**C. NPI OHFA Capital Grant Match Allocation**

Neighborhood Properties Inc. has an opportunity to partner with the Toledo Lucas County Homelessness Board (TLCHB) to make an application for the remaining Capital Funding to End Homelessness Initiative (CFEHI) from the Ohio Housing Finance Agency (OHFA). The TLCHB was going to apply for these funds using another project, but that project is not going forward. This recent development caused the TLCHB to approach NPI as to whether NPI could make appropriate use of up to \$1.6 million from CFEHI.

---

**BOARD MEETING****June 16, 2015**

---

In light of this opportunity, NPI immediately identified their Byrne and Arlington site as being the site which could use these funds. To access these funds, however, NPI would need approximately \$450,000 in match.

NPI approached the Board staff to inquire about the Board providing the \$450,000 match so NPI gains access to the CFEHI funding which would come from OHFA. The Board staff has analyzed this opportunity and believes this would benefit NPI, the clients that the Board serves and Lucas County. The Board has already approved a FY 2016 \$250,000 allocation for NPI for PSH Modernization which can be part of this match requirement. For the rest of this \$450,000 match, the Board staff is recommending that a new FY 2015 allocation of \$200,000 be made to NPI for PSH Modernization. This new allocation, when combined with the \$250,000 FY 2016 PSH Modernization allocation to NPI approved at the May 19, 2015 MHRSB meeting, would provide the \$450,000 match requirement. If additional CFEHI funding becomes available and additional match is required in excess of \$450,000, the Board staff will recommend to the Board members as to how the MHRSB should respond to this possible higher match requirement. Since the Board has given funding to NPI for PSH Modernization the last three years, and it is probable that the Board will continue to make a similar allocation in FY 2017, it is possible that OHFA would accept this future funding as part of the NPI's match requirement.

Maintenance of the MHRSB's housing stock is very important as evidenced by the renovation allocations made to NPI in FY 2014/2015/2016. By making this new allocation, NPI would receive \$1.2 to \$1.4 million of CFEHI funding. Leveraging the Board's levy revenue by making this allocation demonstrates the Board's fiduciary responsibility to Lucas County residents.

The Committee members were in favor of this allocation. The following motion is recommended to the Board of Trustees:

*The Mental Health and Recovery Services Board of Lucas County allocates \$200,000 to NPI in FY 2015 to provide the match requirement to access at least \$1,200,000 of CFEHI funds from OHFA to renovate NPI's Byrne and Arlington site.*

**D. St. Paul's Community Center OHFA Capital Grant Match Allocation**

St. Paul's Community Center also has an opportunity to partner with the Toledo Lucas County Homelessness Board (TLCHB) to make an application for the remaining Capital Funding to End Homelessness Initiative (CFEHI) from the Ohio Housing Finance Agency (OHFA). The TLCHB was going to apply for these funds using another project, but that project is not going forward. This recent development caused the TLCHB to approach St. Paul's as to whether they could make appropriate use of part of the remaining CFEHI funds.

A previous request to the TLCHB from St. Paul's identified that their Center needed renovation of their elevator, exterior upgrade, heating, ventilation and air conditioning, and dining and kitchen entryway which would cost \$299,084 in total funds. St. Paul's required match would be \$99,695 which would permit them to access \$199,389 of CFEHI funds.

---

**BOARD MEETING****June 16, 2015**

---

The Board staff is recommending that St. Paul's Community Center receive a \$99,695 FY 2015 allocation for their proposed renovations. St. Paul's Community provides valuable services to our community, and by making this Board allocation, they would receive \$2 dollars for every \$1 dollar of this match contribution.

For similar reasons, the Committee members were supportive of this allocation since it would leverage OHFA funding with the Board's funding. The following motion is recommended to the Board of Trustees:

*The Mental Health & Recovery Services Board of Lucas County allocates \$99,695 to St. Paul's Community Center in FY 2015 to provide the match requirement to access \$199,389 of CFEHI funds from OHFA to renovate their Community Center location.*

**E. Personal Service Contract Renewals:**

➤ **Ellen Jones, Client Rights Officer**

During FY 2015, the Board contracted with Ellen Jones to perform the duties of Client Rights Officer and to perform other miscellaneous support services, primarily the development of contract amendments and contract language. Given the expertise of Ms. Jones, it is recommended that Ms. Jones' contract be renewed for FY 2016. Ms. Jones currently bills at \$29 per hour, and this hourly rate will not change for FY 2016. In discussion the Committee members were concerned about this low hourly rate. The Board staff indicated that a review of this hourly rate would be done and a new proposed hourly rate would be discussed at the June 9, 2015 Governance Committee meeting.

In the FY 2016 Board Administrative Budget that will be presented for approval at the June 16, 2015 Board meeting, there is \$26,624 included for professional services - consultants. Ms. Jones' proposed hourly rate was increased to \$32 per hour in consideration of the June 2, 2015 Committee discussion. It is proposed that Ms. Jones will work an average of 16 hours per week to perform her duties which is consistent with the MHRS Board's current Table of Organization.

The following motion is recommended to the Board of Trustees:

*The Mental Health and Recovery Services Board of Lucas County will contract with Ellen Jones to provide identified programmatic and supportive services to the MHRS Board from July 1, 2015 through June 30, 2016 for an amount not to exceed \$26,624 (832 hours) and authorizes its Executive Director to execute a Personal Services Agreement to that effect.*

---

**BOARD MEETING****June 16, 2015**

---

➤ **Siva Yechoor, MD, Medical Director**

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

In the FY 2016 Board Administrative Budget that will be presented for approval at the June 16, 2015 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 & Recovery Services Board of Lucas County allocates an amount not to exceed \$50,000 (400 hours) from its Administration 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, 2015 through June 30, 2016.*

**F. Civil Commitment Designations**

➤ **Appointment of Pre-screeners and Attorneys**

Ohio Revised Code [5122.15 (C)(4)] states that when the court finds that a person is mentally ill subject to court order, the court may order that person for a period not to exceed ninety days to a board of alcohol, drug addiction and mental health services (MHR SB) or services provider the board designates. MHR SB has historically designated the responsibilities described in this section of the code to Rescue and the community mental health centers; it is recommended that the Board does so again this year. Further, Ohio Revised Code [5122.15 (A)(10)] says that for cases of evaluation by Probate Court for civil commitment, the board will designate an attorney to present the case demonstrating that a person is a mentally ill person subject to court order.

[Note: Prior to the passage of Ohio Senate Bill 43 in FY 2015, this provision in ORC related only to "a mentally ill person subject to hospitalization by court order." The Bill eliminated the words "hospitalization by" and added criteria and provisions for involuntary commitment to outpatient treatment as well. The responsibilities of the Board, the attorney's and the designated providers remain essentially the same, although there are some additional procedures added to facilitate mandated outpatient treatment and reporting.]

In order to comply with these statutory requirements, the following motions are recommended:

*For the period of July 1, 2015 to June 30, 2016, 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), (M) and (N). 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, 2015 to June 30, 2016, the Mental Health and Recovery Services Board of Lucas County Designates Attorneys Carla B. Davis and David R. Taylor to fulfill 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*

#### **G. Health Officer Credentialing**

System Health Officer Candidates are reviewed and approved based on criteria established in Board Policy – Designation of Health Officers, in accordance with ORC 5122.01(J) to facilitate emergency hospitalization as described in ORC 5122.10. Designation as a health officer by MHRSB authorizes agency staff to take into custody persons who are thought to be mentally ill for the purpose of emergency examination in a hospital or community mental health agency.

The Health Officer Credentialing Committee reviewed applications for seven (7) renewal candidates and four (4) new candidates. The Committee reviewed documentation to verify that the individuals being considered have the required licensure or certifications, experience in the field, and trainings as required by MHRSB policy.

The individuals listed in the motion below have met the requirements for designation as a System Health Officer, and the Combined P&S/P&F Committees approved the motion by consensus at the June 2, 2015 meeting for recommendation to the Board of Trustees.

*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 of Designation:**

*Jacqueline D. Windless, LSW – Rescue – not to exceed June 30, 2017*

*Ramona L. Bethany, MEd, LPCC-S – Unison – not to exceed June 30, 2017*

*Kimber A. Grower Dowling, MA, LPCC – Unison – not to exceed June 30, 2017*

*Michelle J. Holt, LSW – Unison – not to exceed June 30, 2017*

*Pamela M. Lee, MA, PCC-S, LICDC-S – Unison – not to exceed June 30, 2017*

*Andrea E. Mason, MSW, LSW – Unison – not to exceed June 30, 2017*

*Tara M. Wick, LSW – Unison – not to exceed June 30, 2017*

**For New Designation:**

*Holly T. Gilsdorf, LISW-S – Unison – not to exceed June 30, 2017*

*Erika G. Jay, MA, LPCC – Unison – not to exceed June 30, 2017*

*Lindsay G. Gergorin, LSW – Zepf – not to exceed June 30, 2017*

*Heather N. Weemes, LSW – Zepf – not to exceed June 30, 2017*

**H. Lucas County Behavioral Health Emergency Response Plan (See Separate Attachment)**

In August 2014, Board staff presented to the Board of Trustees an outline of the progress made towards the development of a Behavioral Health Emergency Response Plan. The purpose of this plan is to facilitate the mobilization of community mental health resources in the event of a community disaster. A Mental Health Disaster Work Group was formed in 2014, which consists of members from Zepf, Unison, Harbor, A Renewed Mind, Rescue, TASC, Family Service of Northwest Ohio, and New Concepts. The Work Group has met monthly to assist with the development and implementation of the plan.

The Work Group also helped with the recruitment of staff within their agencies to be a part of the Disaster Behavioral Health Response Team. Since the beginning of FY15, agency staff has been provided with two separate trainings to begin to prepare them for the mobilization of our team in the event of a community wide disaster. The first training was Disaster Mental Health Fundamentals, facilitated by the American Red Cross. The next training was provided by Bill Steele from the National Institute for Trauma and Loss in Children. We currently have approximately 60 licensed clinicians trained as members of the response team.

In the event of a community-wide disaster, the request for activation would likely come from the American Red Cross, the Emergency Management Agency, or the Emergency Operations Center, if it is activated. Other requests for activation will be considered on a case-by-case basis. Activation will be considered only if an overwhelming need for behavioral health services has been identified through the requesting entity. MHRSB staff will be notified first and then will notify the Work Group contacts from each agency. Each agency will then implement their internal protocols for notifying staff of the request.

---

**BOARD MEETING****June 16, 2015**

---

Board Staff and the Work Group have participated in several disaster preparedness exercises, including a Table Top Exercise completed on May 29, 2015. The focus of that exercise was on the behavioral health response to a disaster and was facilitated by the Lucas County Integrated Healthcare Team. Ongoing efforts with disaster preparedness will continue to focus on participating in exercises and drills, as well as providing readiness trainings for our disaster responders. MHR SB staff and the Work Group will also be responsible for assessing the ongoing needs of the community days, weeks, months and even years following a community wide disaster.

The attached final version of the Behavioral Health Emergency Response Plan has been reviewed by Board Staff, as well as the Work Group.

The combined Programs & Services/Planning & Finance Committees reviewed and supported the recommendation at the June 2, 2015 meeting. The following motion is recommended to the Board of Trustees:

***The Mental Health and Recovery Services Board of Lucas County requests that the Board of Trustees endorse the Lucas County Behavioral Health Emergency Response Plan to be effective July 1, 2015.***

**Governance Committee Report**

On June 9, 2015, the Governance Committee met to consider changes to the FY 16 Provider Agreements, the MHR SB Administrative Budget, FY 2016/2017 Board Officer Nominations and Committee Leadership appointments, and to obtain an update on the Access to Treatment Workgroup activities. In addition to the below motions for the full Board's consideration, the MHR SB Board chair upon recommendation of the Governance Committee re-appointed Pastor Perryman as Chair of the Programs & Services Committee; Andre Tiggs as Vice Chair of the Programs & Services Committee; Linda Alvarado-Arce as Chair of the Planning & Finance Committee and Lynn Olman as Vice Chair of the Planning & Finance Committee. All terms are for a period of July 1, 2015 through June 30, 2017.

Additionally, the Governance Committee reviewed the work of the Access to Treatment Workgroup. Within that discussion, the Committee agreed that the MHR SB should not wait for the full report to be approved before acting upon some of the major recommendations coming out of that Workgroup. These concepts included developing a "No Wrong Door" concept for access to our system and implementation of the Recovery Helpline. Both items would include a guarantee that individuals seeking treatment services would obtain those services within 48 hours and be complimentary to the new Coordination of Benefits contractual language.

**A. FY 2016 Provider Service Agreements (See Separate Attachment)**

The Board staff has reviewed the Board's contracting templates to ensure that the language used is consistent with Ohio Revised Code, MHR SB Policies, and current practices, as well as ensuring that it fairly represents the interests of the Board, its provider network, and the consumers who benefit from the services that are being contracted. For FY 2016, staff recommended very few changes in content. Staff did propose eliminating the "Statement of Assurances" that had previously been attached to the contracts and added the content to the body of the contracts in Articles II (Services) and IV (Information and Reports).

The first review of the Provider Service Agreements was at the April 14, 2015 Governance Committee meeting. Prior to that, staff sent draft copies with proposed changes (red -line format) to Board members, providers and stakeholders. At the Governance Committee meeting, members raised concerns over the language in two sections: "Coordination of Benefits" in the Treatment template and "Annual Audit" (related to penalties for late submission).

At the May 5, 2015 Planning & Finance Committee meeting, the Committee created a Coordination of Benefits (COB) Language Work Group chaired by Dr. Valko to develop appropriate language. Two Work Group meetings were held on May 19 and May 26 to craft the COB language which would be acceptable to all parties. Included in the FY 2016 Provider Agreement Mental Health and Addiction Services is the revised COB language (Article 6.1.4) which takes advantage of the clients' insurance coverage in most cases so that public funds are preserved to provide treatment services for clients who are either uninsured or under-insured (high deductible).

The language for the Annual Audit (Article 7.5.1) was reviewed at the May 5, 2015 Planning & Finance Committee meeting. The most significant changes were that the assessment was fixed for late agency submission of their audited financial statements, but the agencies now have the ability to appeal directly to the MHR SB for relief from the assessment. If an agency appeals their assessment, the Board can enforce, waive or amend the assessment.

Copies of the final Provider Agreements (one for treatment, and one for prevention and support services) are attached. The following motion is recommended to the Board of Trustees:

*The Mental Health and Recovery Services Board of Lucas County approves the format and boilerplate content of the Provider Agreements for Mental Health and Addiction Treatment Services, and Prevention and Supportive Services as presented at the June 16, 2015 Board meeting, and authorizes its Executive Director to use the documents to enter into agreements with provider agencies that were awarded allocations at the May 19, 2015 Board meeting.*

**B. FY 2016 Board Administrative Budget**

Attached is the proposed FY 2016 MHRB Board Administrative Budget, with a comparison of the changes between the FY 2016 and FY 2015 Budgets. The total FY 2016 Board Administrative Budget is \$1,580,399, as compared to the FY 2015 Board Administrative Budget of \$1,501,188.

The main differences between these two budgets are summarized in the following narrative:

- The FY 2016 Admin Budget Salaries line item assumes the continuation of the current 16 employees staffing level.
- 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 2016 Budget assumes a 10% increase in health insurance cost as of March 2016, the start of the County's health insurance plan year. In addition to this premium increase, more staff members are electing to be covered under the Lucas County health insurance plans in FY 2016 than were covered in FY 2015.
  - An increase in Ellen Jones' compensation from \$29 to \$32 per hour was included in the FY 2016 Budget. Ms. Jones has not received any increase since FY 2009.
  - Modest increases in Office Supplies, Parking, Travel, Equipment Rental, Office Rental and Postage were included in the FY 2016 Administrative Budget.

This document indicates that the proposed FY 2016 Board Administrative Budget will be \$79,211 higher (5.3% increase) than the approved FY 2015 Board Administrative Budget. At the May 12, 2015 Governance Committee meeting, the Board staff discussed other potential items that could be considered which would increase the Board's administrative budget. Based on this discussion, the Board staff wants to update this Committee regarding these other subjects:

- Increase in Crisis Intervention Team (CIT) Training – The Board staff is recommending that CIT Training should be a separate line item outside of the Board's Admin Budget. A budget of \$20,000 should be established to facilitate an expansion of the CIT trainings in FY 2016.
- New Non-Medicaid POS Billing System - At this time, an investment in a new Non-Medicaid POS billing system is not necessary. OMHAS has indicated that they will continue to make MACSIS available, but no new enhancements will be made in the future. There is a remote possibility that MACSIS could have a fatal system failure, but even if this situation occurs, the Board could switch from POS funding to grant funding while the Board considers other billing options.

---

**BOARD MEETING****June 16, 2015**

---

- Strengthen Board Staff Capacity to Respond to Community Needs - The Board's Executive Director is following up on this subject and Mr. Sylak will be returning to the Governance Committee with his recommendations regarding potential changes to the Board's Table of Organization sometime this summer.

The Governance Committee was in agreement with the Board staff's updates on these three items except for the separate motion regarding the Crisis Intervention Team (CIT) Training allocation. It was unclear how the proposed allocation amount was calculated. Mr. Sylak indicated that the Board staff would review this separate allocation amount and bring it back to the August 4, 2015 Planning & Finance Committee meeting with additional detail and a revised motion.

To provide some perspective on the FY 2016 Board Administrative Budget, it should be noted that the proposed FY 2016 Board Administrative Budget of \$1,580,399 is \$153,723 (8.9%) less than the Board's FY 2007 Administrative Budget. Adoption of this proposed FY 2016 Board Administrative Budget would permit more than \$.93 cents of every \$1.00 dollar of Board Revenue to be returned to Lucas County in agency allocations for treatment, prevention and supportive services.

The Governance Committee was supportive of the Board staff's recommendation regarding the FY 2016 Board Administrative Budget. The following motion is recommended to the Board of Trustees:

*The Mental Health & Recovery Services Board of Lucas County approves the Fiscal Year 2016 MHRS Board Administrative Budget of \$1,580,399 as contained in the June 16, 2015 MHRS Board packet.*

**Mental Health and Recovery Services Board of Lucas County**  
**Approved FY 2015 Board Admin Budget and Projected FY 2015 Board Admin Budget Spending**  
**With Recommended FY 2016 Board Admin Spending**

DESCRIPTION	Approved			Projected FY 2015 Expenses	Recommended FY 2016 Budget	FY 2016 Decrease/ (Increase) FY 2015	Comments
	FY 2015 Board Admin Budget	April FYTD Actual Expenses	Proj. May - June Expenses				
Salaries	\$ 943,355	\$ 758,913	\$ 186,500	\$ 945,413	\$ 988,380	\$ (45,025)	16 FTEs
PERS	\$ 132,070	\$ 96,384	\$ 35,974	\$ 132,358	\$ 138,373	\$ (6,303)	
FICA	\$ 13,679	\$ 10,800	\$ 2,909	\$ 13,709	\$ 14,332	\$ (653)	
Health Insurance	\$ 64,447	\$ 58,909	\$ 14,364	\$ 73,273	\$ 87,882	\$ (23,435)	
Workers Compensation	\$ 9,000	\$ (2,846)	\$ 9,000	\$ 6,154	\$ 10,675	\$ (1,675)	Lucas County estimate.
Total Personnel Costs	\$ 1,162,551	\$ 922,160	\$ 248,747	\$ 1,170,907	\$ 1,239,642	\$ (77,091)	
Rent	\$ 60,789	\$ 50,657	\$ 10,132	\$ 60,789	\$ 62,005	\$ (1,216)	2% rent increase.
Prof. Services - Clinical Equipment/Software	\$ 50,000	\$ 15,450	\$ 12,000	\$ 27,450	\$ 50,000	\$ -	
Prof. Services - Consultants Director Discretionary Fund	\$ 24,255	\$ 13,469	\$ 4,400	\$ 17,869	\$ 24,255	\$ -	
Dues	\$ 24,128	\$ 16,681	\$ 7,250	\$ 23,931	\$ 26,624	\$ (2,496)	Increased to \$32/hour.
Telephone	\$ 20,000	\$ 8,742	\$ 8,000	\$ 16,742	\$ 20,000	\$ -	
Liability Insurance	\$ 17,660	\$ 95	\$ 17,565	\$ 17,660	\$ 17,660	\$ -	
Parking - Staff	\$ 16,500	\$ 10,715	\$ 3,550	\$ 14,265	\$ 16,500	\$ -	
Agency Workforce Develop. Community Engagement	\$ 14,089	\$ 876	\$ 13,213	\$ 14,089	\$ 14,089	\$ -	
Office Supplies	\$ 15,810	\$ 14,850	\$ -	\$ 14,850	\$ 15,300	\$ 510	3% increase from FY 2015 actual
Equipment Rental	\$ 12,000	\$ 2,867	\$ 2,000	\$ 4,867	\$ 12,000	\$ -	
Travel	\$ 12,000	\$ 9,036	\$ 2,964	\$ 12,000	\$ 12,000	\$ -	
Staff Training	\$ 10,506	\$ 7,545	\$ 2,200	\$ 9,745	\$ 10,037	\$ 469	3% increase
Parking - Other	\$ 9,400	\$ 6,799	\$ 1,500	\$ 8,299	\$ 8,548	\$ 852	3% increase
	\$ 9,000	\$ 5,279	\$ 1,850	\$ 7,129	\$ 7,343	\$ 1,657	3% increase
	\$ 8,000	\$ 2,144	\$ 11,990	\$ 14,134	\$ 8,000	\$ -	iDashboards software and training in FY 2015.
	\$ 6,500	\$ 4,705	\$ 1,350	\$ 6,055	\$ 6,237	\$ 263	3% increase

**Mental Health and Recovery Services Board of Lucas County  
Approved FY 2015 Board Admin Budget and Projected FY 2015 Board Admin Budget Spending  
With Recommended FY 2016 Board Admin Spending**

DESCRIPTION	Approved				Projected FY 2015 Expenses	Recommended FY 2016 Budget	FY 2016 Decrease/ (Increase) FY 2015	Comments
	FY 2015 Board Admin Budget	April FYTD Actual Expenses	Proj. May - June Expenses	FY 2015 Expenses				
County HR Department	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ -		
Advertising/Printing	\$ 4,000	\$ 545	\$ 1,500	\$ 2,045	\$ 4,000	\$ -		
Meetings	\$ 3,800	\$ 2,421	\$ 1,000	\$ 3,421	\$ 3,800	\$ -		
Postage	\$ 3,200	\$ 1,453	\$ 1,200	\$ 2,653	\$ 2,759	\$ 441	4% increase	
211 Telephone Support	\$ 3,000	\$ -	\$ 3,000	\$ 3,000	\$ 3,000	\$ -		
Maintenance Agreements	\$ 2,400	\$ -	\$ -	\$ -	\$ -	\$ 2,400		
CJCC - NORIS	\$ 2,400	\$ 2,400	\$ -	\$ 2,400	\$ 2,400	\$ -		
Miscellaneous	\$ 2,200	\$ 9,128	\$ 1,000	\$ 10,128	\$ 2,300	\$ (100)	4.5% increase	
Prof. Services - MIS	\$ 1,500	\$ 3,144	\$ 600	\$ 3,744	\$ 6,400	\$ (4,900)	iDashboards Data Presentation License	
Equipment Repairs	\$ 500	\$ -	\$ -	\$ -	\$ 500	\$ -		
<b>TOTAL ADMIN BUDGET</b>	<b>\$ 1,501,188</b>	<b>\$ 1,111,161</b>	<b>\$ 362,011</b>	<b>\$ 1,473,172</b>	<b>\$ 1,580,399</b>	<b>\$ (79,211)</b>		

FY 2015 Budget to  
FY 2016 Budget Increase

5.3%

Recommended FY 2016 Budget Assumptions

- 16 FTE plus current PT staffing (no increases in Board employment).
- Higher health/drug/dental expense due primarily to additional Board staff electing insurance coverage as well as a 10% projected increase in rates.
- Ellen Jones' hourly compensation was increased from \$29 to \$32 per hour. No adjustment was made in the Medical Director's hourly compensation rate. No change was made in the total time of these consultants' efforts.

6/3/2015

**C. FY 2016/2017 Board Officer Nominations**

At the April 14, 2015 Governance Committee meeting, an Ad Hoc Nominations Committee consisting of Tim Valko, MD., Neema Bell and Audrey Weis-Maag was formed. The Committee's task was to develop a slate of officers for the Trustees to consider electing. On May 12, 2015, the Ad Hoc Committee met and developed the following recommended MHR SB Officer Nominees for FY 2016/2017:

- Chair – Neema Bell
- Vice Chair – Linda Howe
- Treasurer – Tim Valko, MD
- Secretary – Anthony (Tony) Pfeiffer

On June 9, 2015, the Governance Committee reviewed the recommended slate of MHR SB Officer Nominees for FY 2016/2017, and is recommending the following motion to the Board of Trustees:

***The Mental Health and Recovery Services Board of Lucas County elects the following Trustees to serve as MHR SB Officers for the term beginning July 1, 2015 and ending June 30, 2017:***

- Chair – Neema Bell
- Vice Chair – Linda Howe
- Treasurer – Tim Valko, M.D.
- Secretary – Anthony (Tony) Pfeiffer

MHR SB Board Attendance  
June 2014 - May 2015

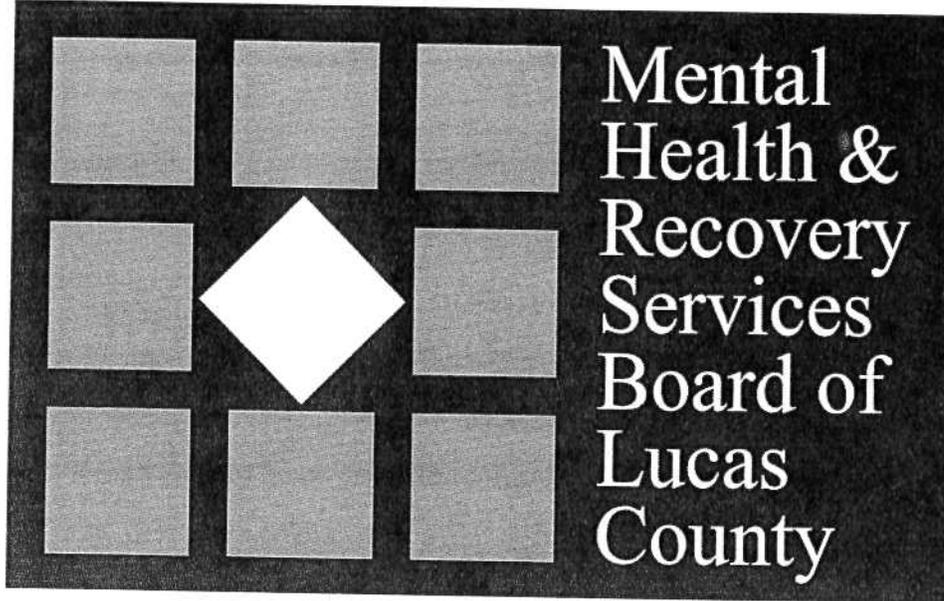
Total Membership

Board Members	June 17	July 16	August 19	Sept 16	Oct 21	Nov 18	Dec 16	Jan 20	Feb 17	Mar 17	April 21	May 19	% mtgs Attended
<b>STATE</b>		No Mtg											
Eileen Mitchell-Lake	1		0	1	1	0	1	0	0		Resigned 3/15		50%
Louise Barkan	1												50%
Scott D. Johnson	1		1	1	1	1	1	0	0	1	0	1	83%
Lynn Olman	0		1	1	1	1	1	1	0	0	0	1	73%
Robin Reeves	1		1	0	0	1	0	0	1	1	1	0	50%
Tony Pfeiffer	1		1	1	1	1	1	1	1	1	1	1	100%
Kyle Schalow			1	1	1	1	1	1	0	0	1	0	75%
Linda Howe			1	1	1	1	1	0	1	1	1	1	88%
Andre Tiggs			1	1	1	1	1	1	1	1	1	1	100%
Dr. Tim Valko	1		1	1	0	1	1	1	1	1	1	1	75%
<b>COUNTY</b>													
Linda Alvarado-Arce	1		1	1	1	1	1	1	1	1	1	0	83%
Neema Bell	1		1	1	1	1	1	1	1	1	1	1	100%
Pastor Earley	1		1	0	1	1	1	0	0	1	1	1	58%
Dr. Mary Gombash	1		1	1	1	1	1	1	1	1	1	1	100%
Tawny Cowen-Zanders	1		0	1	0	1	1	0	1	1	1	1	67%
Dr. Lois Ventura	1		1	1	0	1	1	0	1	1	1	1	83%
Pastor Perryman	1		1	1	1	1	1	0	1	1	1	1	83%
William Sanford	1		1	1	1	1	1	1	0	1	1	0	83%
Audrey Weis-Maag	1		1	1	1	0	1	1	1	1	1	1	92%
<b>Attendance for Month</b>	15		15	15	13	15	16	10	12	15	15	13	
<b>Includes Previous Members</b>													
<b>Total Membership</b>	16		17	17	17	17	17	18	17	17	17	17	
<b>Monthly Membership</b>													
<b>Attendance Percentage</b>	94%		88%	88%	76%	88%	94%	56%	71%	88%	88%	76%	
<b>OVERALL AVERAGE ATTENDANCE</b>													83%

Trustee/Term Expiration - June 30	Jun-14			Jul-14			Aug-14			Sep-14			Oct-14			Nov-14		
	Comb P&S/ P&F	Gov B	P&S Mtg	P&F No Mtg	Gov No Mtg	Bd. No Mtg	P&S P&F	Gov No Mtg	B	P&S	Gov B	Comb P&S/ P&F	Gov No Mtg	B	Comb P&S/ P&F	Gov No Mtg	B	
ALVARADO-ARCE (2018)	1	0	1	1			1	0			1	1		1	1		1	
BARKAN (2014)	1	1	1				1	1			1	1		1	1		1	
BELL (2018)	1	1	1				1	1			1	1		1	1		1	
COWEN-ZANDERS (2016)	1	0	1	1			0	1			0	0	1	0	0		1	
EARLEY (2016)	1	0	1	1			0	0			1	0	1	0	1		1	
GOMBASH (2017)	1	0	1	1			1	0			1	1	0	1	1		1	
HOWE (2018)	Appointed			1			0	0			1	0	0	1	0		1	
JOHNSON (2016)	1	0	1	1			1	0			1	1	0	1	1		1	
MITCHELL-LAKE (2016)	0	0	1	1			1	0			0	1	0	1	1		0	
OLMAN (2017)	1	0	0	1			0	0			1	0	0	1	0		1	
PERRYMAN (2018)	0	1	1	1			1	0			1	1	0	1	1		1	
PFEIFFER (2017)	1	1	1	1			1	0			1	1	1	1	1		1	
REEVES (2018)	1	0	1	1			1	0			1	1	0	0	0		1	
SANFORD (2018)	1	1	1	1			0	0			1	0	0	1	1		1	
SCHALOW (2017)	Appointed 7/14			1			0	0			1	1	1	1	1		1	
TIGGS (2018)	Appointed 1/15																	
VALKO (2018)	1	1	1	1			0	0			1	0	1	1	1		1	
VENTURA (2017)	1	0	1	0			1	1			1	1	0	1	1		1	
WEIS-MAAG (2016)	1	1	1	1			1	0			1	1	1	1	1		0	
Total Attendees	14	7	15	16			10	3			15	11	7	15	14		15	
Member Attendees	13	5	15	14			9	2			15	9	5	15	14		15	
No. of Committee Members	16	7	16	16			9	7			17	9	7	17	17		17	
% Attendance of Com. Members	81%	71%	94%	88%			100%	29%			88%	100%	71%	88%	82%		76%	
	1	Attended															53%	
	0	Didn't attend, not required																
	0	Didn't attend, required																

Trustee/Term Expiration - June 30	Dec-14		Jan-15		Feb-15		Mar-15		Apr-15		May-15						
	P&S No Mtg	P&F Gov No Mtg	Comb P&F/ P&S	B Gov	P&S No Mtg	P&F Gov	B Gov	P&S P&F	B Gov	P&S P&F	B Gov	P&S No Mtg	P&F Gov	B			
ALVARADO-ARCE (2018)			1	1	1	1	0	1	1	0	1	1	0	1	0		
Term Expired 6/14																	
BARKAN (2014)			1	1	1	1	1	0	1	0	1	0	1	1	1		
BELL (2018)																	
COWEN-ZANDERS (2016)			1	1	0	0	1	0	0	0	1	0	1	0	1		
EARLEY (2016)			1	1	1	0	0	1	0	1	0	1	0	1	1		
GOMBASH (2017)			1	1	0	1	0	0	1	1	0	1	0	0	1		
HOWE (2018)			1	1	0	0	0	0	1	0	0	1	0	0	1		
JOHNSON (2016)			1	1	0	0	0	0	1	0	1	0	1	0	1		
MITCHELL-LAKE (2016)			1	1	0	0	0	0	1	0	0	1	0	0	1		
Resigned 3/15																	
OLMAN (2017)			1	0	0	1	0	0	0	1	0	0	1	0	0		
PERRYMAN (2018)			1	1	0	0	0	1	1	0	1	1	0	1	1		
PFEIFFER (2017)			1	1	1	1	0	1	0	1	1	0	1	1	1		
REEVES (2018)			0	1	0	0	0	0	1	0	0	1	0	0	0		
SANFORD (2018)			1	1	1	1	1	0	1	1	0	1	1	0	0		
SCHALOW (2017)			1	1	1	1	1	1	0	1	1	1	1	1	0		
TIGGS (2018)			1	0	1	0	0	1	1	0	0	1	0	1	0		
VALKO (2018)			1	1	1	1	1	0	1	1	0	1	0	0	1		
VENTURA (2017)			1	0	0	0	0	1	1	0	1	1	1	1	1		
WEIS-MAAG (2016)			1	0	1	1	0	1	1	1	1	1	1	1	1		
<b>Total Attendees</b>			16	15	8	10	6	8	12	9	8	9	15	8	15		
<b>Member Attendees</b>			16	15	6	10	5	6	12	9	6	15	7	7	15		
<b>No. of Committee Members</b>			17	18	7	18	8	7	18	10	8	7	17	10	7		
<b>% Attendance of Com. Members</b>			94%	83%	86%	56%	63%	86%	67%	90%	75%	86%	88%	70%	100%	88%	
			1	Attended											71%	71%	76%
			0	Didn't attend, not required													
			0	Didn't attend, required													

Version: 1.0



# Behavioral Health Emergency Response Plan

Emergency Response Plan

Mental Health and Recovery Services Board of Lucas  
County

*July 2015*

## Table of Contents

---

Table of Contents .....	1
Promulgation Statement .....	2
Record of Changes.....	3
Record of Distribution .....	4
Executive Summary.....	5
Emergency Support Function .....	6
Emergency Response Plan .....	7

---

**Promulgation Statement**

---

SCOTT A. SYLAK  
EXECUTIVE DIRECTOR  
MENTAL HEALTH AND RECOVERY SERVICES BOARD OF LUCAS  
COUNTY

LUCAS COUNTY BEHAVIORAL HEALTH EMERGENCY  
RESPONSE PLAN

The goal of emergency management is to ensure that mitigation, preparedness, response, and recovery actions exist so that public welfare and safety is preserved.

The Lucas County Behavioral Health Emergency Response Plan provides a comprehensive framework for county-wide behavioral health emergency management. It addresses the roles and responsibilities of the Mental Health and Recovery Services Board of Lucas County and provides a link to local resources, state, federal, and private organizations that may be requested to address disasters and emergencies in Lucas County.

The Lucas County Behavioral Health Emergency Response Plan ensures consistency with current policy guidance and describes the interrelationship with other response agencies. The plan will continue to evolve, responding to lessons learned from actual disaster and emergency experiences, ongoing planning efforts, training and exercise activities, and federal guidance.

Therefore, in recognition of the behavioral health emergency management responsibilities of Lucas County, and with the authority vested in me as the Executive Director of Mental Health and Recovery Services Board of Lucas County, I hereby promulgate the Lucas County Behavioral Health Emergency Response Plan as approved by the Board of Trustees.

\_\_\_\_\_  
Scott A. Sylak  
Executive Director

\_\_\_\_\_  
Date



**Record of Distribution**

Plan #	Office/Department	Representative	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

## **Executive Summary**

---

An emergency or disaster can affect anyone at any time. From the terrorist attacks of September 11, to the devastation of Hurricane Katrina, to the more recent tragedy at Sandy Hook Elementary, major events in the world have a global impact, including influencing our lives. When a catastrophic event occurs, whether it is a natural or a man-made disaster, the community is called on to respond to the needs. The Mental Health and Recovery Services Board of Lucas County have developed a plan to provide guidance and structure to the behavioral health needs of the community. According to the Federal Emergency Management Agency (FEMA), "Preparedness is achieved and maintained through a continuous cycle of planning, organizing, training, equipping, exercising, evaluating, and taking corrective action. Ongoing preparedness efforts among all those involved in emergency management and incident response activities ensure coordination during times of crisis. Moreover, preparedness facilitates efficient and effective emergency management and incident response activities." The Mental Health and Recovery Services Board has collaborated with local partners to ensure that the behavioral health needs of our community are planned for, organized, and prepared in the event of a disaster.

The Mental Health and Recovery Services Board (MHR SB) of Lucas County have developed a Behavioral Health Emergency Response Plan for Lucas County. This plan includes:

- Training of a team of behavioral health professionals who can be deployed to address Lucas County's emergency behavioral health needs
- Collaboration with the Lucas County Emergency Management Agency (EMA), Hospital Council of Northwest Ohio, MHR SB provider network, and American Red Cross of Northwest Ohio
- Activation of the behavioral health responders
- The provision of brief stabilization through interventions such as Psychological First Aid
- Dissemination of behavioral health materials for disaster victims and referral and linkage
- Facilitating the delivery of on-going mental health care

## Emergency Support Function

<b>ESF #8 – Public Health and Medical Services</b>	Public health Medical <b>Mental health services</b> Mass fatality management
--	--

The Behavioral Health Emergency Response Plan created by the Mental Health and Recovery Services Board of Lucas County coincides with Emergency Support Function 8 in the Lucas County/City of Toledo Emergency Operations Plan. According to the plan, the Emergency Support Function (ESF) provides the structure for coordinating interagency support for a local, state, or federal response to an incident. The Incident Command System or Emergency Operations Center, facilitated through the Emergency Management Agency, provides for the flexibility to assign ESF and other stakeholder resources according to their capabilities, tasking's, and requirements to augment and support the other sections of the coordination efforts in order to respond to incidents in a more collaborative and cross-cutting manner.

Support agencies are those entities with specific capabilities or resources that support the primary agency in executing the mission of the ESF. When an ESF is activated, support agencies are responsible for:

- Conducting operations, when requested by Department of Homeland Security (DHS) or the designated ESF primary agency, consistent with their own authority and resources.
- Participating in planning for short- and long-term incident management and recovery operations and the development of supporting operational plans, checklists, or other job aids, in concert with existing first-responder standards.
- Assisting in the conduct of situational assessments.
- Furnishing available personnel, equipment, or other resource support as requested by DHS or the ESF primary agency.
- Providing input to periodic readiness assessments.
- Maintaining trained personnel to support interagency emergency response and support teams.
- Identifying new equipment or capabilities required to prevent or respond to new or emerging threats and hazards, or to improve the ability to address existing threats.

## **Emergency Response Plan**

---

### **I. Purpose, Scope, Situation, and Assumptions**

#### **A. Purpose**

The Mission of the Mental Health and Recovery Services Board (MHRSB) of Lucas County is to cultivate a high quality, efficient, and accountable network of community assets dedicated to reducing the impact of mental illness and addiction. This includes developing and implementing a behavioral health response team in the event of a community wide disaster. Planning for a disaster can save lives, as well as minimizes injury and trauma. According to the American Medical Association, “Most people, who experience a disaster, whether as a victim or responder, will have some type of psychological, physical, cognitive, and/or emotional response to the event. Most reactions are normal responses to severely abnormal circumstances.”

The purpose of the disaster behavioral health response plan is to mitigate the adverse effects of disaster-related trauma by promoting and restoring psychological well-being and daily life functioning of individuals and the community. It provides a framework for the following activities: planning for disaster events, responding to the immediate impact of an event, and assisting Lucas County’s residents and visitors to recover from the impact of a disaster over the long term.

When an emergency or disaster impacts an area within a board’s authority or jurisdiction, the Board, in collaboration with the Emergency Management Agency and other community providers, may provide direct behavioral healthcare services to the impacted communities. The MHRSB of Lucas County will access behavioral health responders who will facilitate appropriate interventions to individuals affected by the disaster. The expected outcome of the response is to provide stabilization to the impacted individuals that will result in stabilization of psychological needs and provide needed services, as well as referral and information.

The MHRSB behavioral health response plan will be integrated into the Lucas County Plan as an addendum to Emergency Support Function (ESF) 8.

#### **B. Scope**

This plan has been developed to organize the behavioral health response to a disaster that occurs that may affect the population in and around Lucas County. All actions taken under guidance should be made in coordination with local/State Emergency Operations Center to ensure comprehensive and safe delivery of behavioral health services to the affected community. This plan will address disasters of natural or man-made origin, when

an overwhelming need for mental health services has been identified. The following have contributed to the development of the plan and response resources under the guidance and request of the Mental Health and Recovery Services Board of Lucas County:

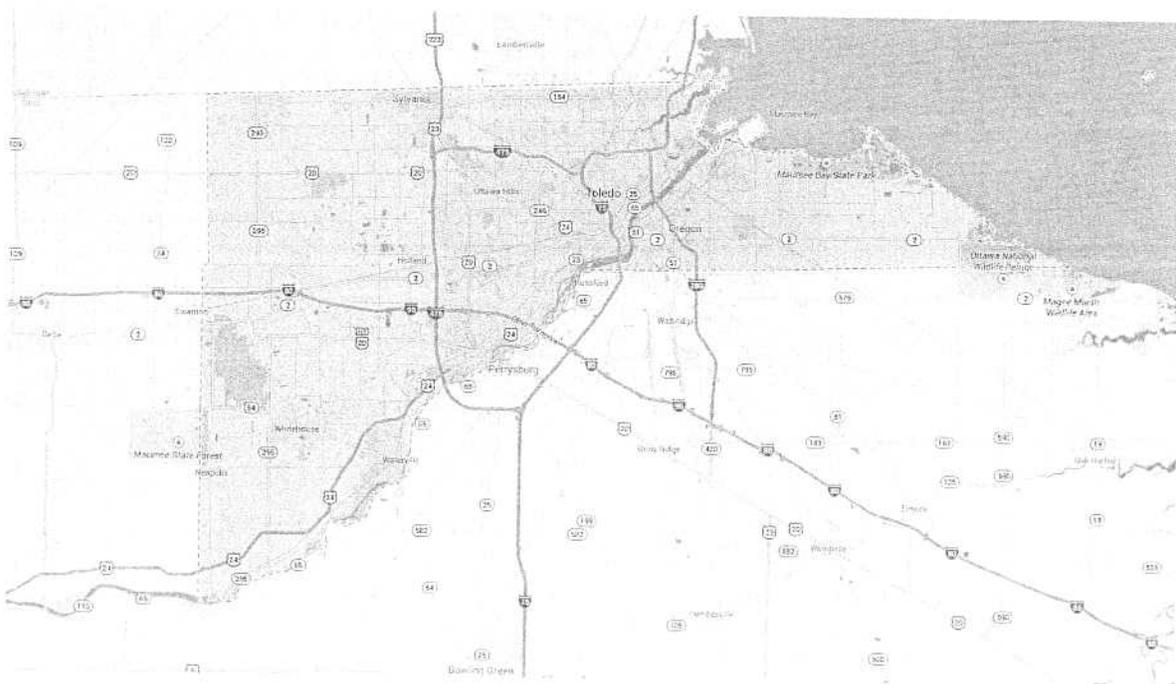
- Lucas County Emergency Management Agency
- Hospital Council of Northwest Ohio
- American Red Cross of Northwest Ohio
- Harbor
- Unison Behavioral Health Group
- Zepf Center
- New Concepts
- Family Service of Northwest Ohio
- Rescue Inc.
- A Renewed Mind
- TASC of Northwest Ohio

### C. Situation Overview

#### 1. Characteristics

##### a. Geographic

- Lucas County is the eighty-fifth largest county in terms of area in the State of Ohio, but has the sixth largest population. It shares its borders with the State of Michigan to the north and Lake Erie to the east. Wood and Ottawa counties lie to the south and Fulton and Henry counties define the western border. A map illustrating the areas covered by the plan is shown as follows.



b. Demographic

- Lucas County has an estimated population of 435,000 residents as of 2014.

c. Hazard Profile

- Potential Hazards:

Lucas County is subjected to the effects of many disasters, varying widely in type and magnitude from local communities to statewide in scope.

Disaster conditions could be a result of a number of natural phenomena, such as floods, severe thunderstorms, tornadoes, high water, drought, severe winter weather, fires (including urban, grass, and forest fires), epidemics, severe heat, or high winds.

Apart from natural disasters, Lucas County is subject to a myriad of other disaster contingencies, such as derailments, aircraft accidents, transportation accidents involving chemicals and other hazardous materials, plant explosions, chemical oil and other hazardous material spills, leaks or pollution problems, dumping of hazardous wastes, building or bridge collapses, utility service interruptions, energy shortages, civil disturbances or riots, terrorism, warfare, applicable criminal acts, or a combination of any of these.

D. Planning Assumptions:

1. All people involved in a disaster are affected by it in some way, from its most immediate victims (including their family members and friends), to emergency response workers (fire fighters, police officers, emergency medical personnel, emergency management, etc.), and the public at large. Research suggests that the majority of people, following a disaster, will return to pre-event psychological functioning within a relatively short time.
2. Each person's response to a disaster is unique, based on his/her trauma history, health status, culture, beliefs, social support systems, and personal resiliency. Reactions to the event can be cognitive, emotional, physical, behavioral and spiritual, and may not manifest for several weeks and months following the incident.
3. Lucas County is vulnerable to a number of hazards that may occur with or without warning. These hazards could result in loss of life, damage to or destruction of homes and businesses or evacuations of the latter, loss of personal property, disruption of food or water, routine medical,

- pharmaceutical, or utility services distribution, or pose serious health risks and other situations that adversely affect daily life functions.
4. Local behavioral health providers that survive emergency situations, with little or no damage, may be called upon to provide both personnel and physical resources to the community.
  5. People with special needs, especially those with pre-existing behavioral health and substance abuse illnesses, older individuals, or people with disabilities, may be more prone to experience severe stress reactions or relapse than other populations.
  6. Disaster behavioral health workers will not enter an impacted area until their safety can be assured through the local/State EOC or the Incident command.
  7. All disasters are local first. Responsibility and capacity for responding to any incident must also be local in organization and implementation first. Lucas County emergency planners have personal understanding of the cultural, social, and psychological needs of the county population. The plans and actions by the behavioral health response team will be designed to build upon the communities' strengths.
  8. Emergency situations could result in the loss of communication, transportation, and normal social assembly, creating potential behavioral health hazards.
  9. Hospitals, nursing homes, group homes, ambulatory care centers, schools, shelters, churches and other facilities, which provide behavioral health care and support for special needs populations, may be damaged or destroyed or may be overwhelmed in dealing with medical response.
  10. Emergency responders, victims, and others who are affected by emergency situations may experience varying levels of stress and anxiety. They may also display other physical and psychological symptoms that could adversely affect their ability to respond and perform and may impact their personal lives.
  11. Outreach, early psychological first aid, and referrals can assist survivors to meet new challenges and offer support in their recovery process to return to pre-disaster performance and functioning levels.
  12. Use of chemical, biological, radiological, nuclear, or explosive weapons of mass destruction may lead to widespread disorientation. The behavioral health needs that may result from such events would quickly overwhelm the local response system, thus requiring state and/or federal assistance.

13. The public will require information on how to recognize and cope with the short and/or long-term risk of sustained stress caused by a disaster or arising from its effect.
14. In order to supplement local behavioral health resources, state and possibly federal assistance will be available upon request by the impacted county Emergency Operations Center (EOC) or the State Emergency Operations Center (SEOC).

## **II. Concept of Operations for Behavioral Health Services**

- A. All-hazards preparedness and response must be coordinated at all levels, including local, state, and federal, to mitigate the short and long-term effects of stress, prevent stress related morbidity, and implement a coordinated, sustained recovery operation.
- B. The Mental Health and Recovery Services Board of Lucas County is empowered to plan for community behavioral health response during an emergency and is recognized by the state behavioral health authority, the Lucas County Emergency Management Agency, and the American Red Cross as having the primary responsibility to assess and insure the provision of disaster behavioral health services for Lucas County when activated during a community wide disaster.
- C. The Disaster Behavioral Health Response Team (as described in IV below.) may be requested to activate in response to a local, state, or federally declared emergency. Activation will occur at the request of the Emergency Operations Center or directly through the American Red Cross of Northwest Ohio. Other extenuating requests will be considered on a case by case basis.
- D. During local emergencies or disasters the county Emergency Operations Center will serve as the local point of contact for the Mental Health and Recovery Services Board and will be supported by the MHRSB and disaster behavioral health teams as needed.
- E. Appropriate disaster behavioral health services must be made available for victims, their families, survivors and other community members during emergency response and recovery operations, including triage, assessment, early psychological first aid, and referral.
- F. Provisions and plans must be made for the following:
  1. Establishment of a Disaster Behavioral Health Response Plan for Emergency Response Appendix in the Lucas County Emergency Operations Plan (ESF 8).
  2. Disaster behavioral health response teams will be activated to respond to individuals with behavioral health needs who have been impacted by the disaster.

3. Facilitate medical intervention, including transportation and stabilization for people exhibiting behavioral health symptoms that require a higher level of care.
4. Prepare advisories for the public, in coordination with the Incident Public Information Officer or the Joint Information Center, on issues such as stress symptom identification and management.
5. Development of mechanisms to track the number and types of contacts made by disaster behavioral health workers.

### **III. Organization and Assignment of Responsibilities**

#### **A. Organization**

1. The local Emergency Operations Center behavioral health liaison functions as the local disaster behavioral health-coordinator. The MHRSB Executive Director or his designee will serve as the liaison;
2. The local Emergency Operations Center has primary responsibility for requesting assessment and provision of coordinated disaster behavioral health support services during locally designated emergencies or disasters;
3. The American Red Cross will be the first provider of emergency behavioral health services for any disaster in which the American Red Cross is activated to respond;
4. In the event the community need is greater than can be provided by the American Red Cross, the Mental Health and Recovery Services Board Disaster Behavioral Health Response Team will be requested to be activated to lead the behavioral health response;
5. The MHRSB will function as the local disaster behavioral health coordinating agency. The Executive Director of the Mental Health and Recovery Services Board of Lucas County delegates authority to specific individuals in the event of the Behavioral Health Response activation. The MHRSB Point of Contact in a major emergency or disaster is as follows:
  - a. Manager of Support Services
  - b. Director of Programs and Services
  - c. Director of Operations and Information Technologies
  - d. In the event the MHRSB office has been impacted by a crisis resulting in the staff's inability to respond as a lead point of contact, an appointed outside agency will assume the lead point of contact.
6. Upon receipt of official notification of an actual or potential emergency situation the Mental Health and Recovery Services Board Point of Contact will assess the need for additional behavioral health resources and determine which assets are appropriate to meet the need;

7. The Mental Health and Recovery Services Board Point of Contact will be responsible for activating Disaster Behavioral Health Response Teams;
8. The following agencies will provide resources and/or clinicians for the Disaster Behavioral Health Response Team:
  - Harbor
  - Unison Behavioral Health Group
  - Zepf Center
  - New Concepts
  - Family Service of Northwest Ohio
  - A Renewed Mind
  - Rescue Inc.
  - Northwest Ohio Psychiatric Hospital
  - T.A.S.C. of NWO

B. Assignment of Responsibilities

1. Mental Health and Recovery Services Board Point of Contact
  - a. Coordinate disaster behavioral health activities;
  - b. Rapidly assess community behavioral health needs utilizing the Disaster Response Quick Start Guide (Appendix 1);
  - c. Coordinate with American Red Cross (ARC) regarding behavioral health needs at mass care shelters or other designated ARC service sites. When possible, service provision should be coordinated with the local Emergency Operations Center in order to coordinate a continuum of care to providers within the community;
  - d. Oversee and coordinate the efforts of behavioral health organizations activated for an emergency for disaster victims and others suffering psychological trauma; request additional resources as the need develops;
  - e. Establish communications with disaster behavioral health response teams;
  - f. Provide, through the Mental Health and Recovery Services Board Community Engagement and Outreach Manager, information to the Incident Public Information Officer regarding news media for the public on dealing with emerging behavioral health issues;
  - g. Establish preventive behavioral health services by informing the general population about resiliency and normal coping behaviors;
  - h. MHRSB Executive Director will ensure a mechanism to provide agency reimbursement for services;

- i. Coordinate with state and federal officials regarding state and federal behavioral health assistance, if needed.

2. Behavioral Health Agency Responsibility

All agencies or organizations assigned to disaster behavioral health function are responsible for the following:

- a. Designating representatives of their agency in compliance with training standards established for disaster behavioral health response teams (as described in IV. below);
- b. Establishing agency-specific protocols for activation and release from current duties;
- c. Establishing the provision of priority access for disaster victims requiring on-going care;
- d. Ensuring that disaster behavioral health standard operating procedures are maintained;
- e. Maintaining current emergency notification procedures;
- f. Ensure that positive identification (and proof of licensure, if required) and contact information is obtained from all disaster behavioral health responders;
- g. *In events that directly affect the services or well-being of MHRSB provider agency clients, the Executive Director or designee of each agency will provide on-going communication regarding the status of the situation with the Executive Director of the Mental Health and Recovery Services Board*

3. MHRSB Community Engagement and Outreach Manager:

Community Engagement and Outreach Manager will coordinate with the Joint Information Center and may request that local Public Information Officers distribute public emergency information provided by behavioral health officials. The Mental Health and Recovery Services Board Executive Director or designee will review all risk communication intended for the public.

**IV. Disaster Behavioral Health Response Teams (DBHRT)**

A. Team Composition and Staffing:

1. MHRSB will work in collaboration with behavioral health agencies to maintain a disaster behavioral health response team;

2. MHR SB may designate specialized teams (e.g. teams trained to deal with the elderly, shelter populations, children, people with disabilities, responders, etc.).

B. Team Training:

1. MHR SB will establish minimum training requirements for team members, which includes a valid state license in the behavioral health field. This may include: licensed social workers, counselors, nurses, etc;
2. MHR SB will initiate/review/endorse training programs and trainers;
3. MHR SB in cooperation with the behavioral health agencies will assure that disaster behavioral health team members are appropriately trained.

C. Team Deployment:

1. MHR SB point of contact will be notified primarily by the Emergency Management Agency or American Red Cross that a community wide event has occurred and an overwhelming need for mental health supports has been identified. Other requests for activation of the MHR SB Disaster Response Plan will be considered for appropriateness;
2. The point of contact will notify other key MHR SB Staff, including notification to the Executive Director, Manager of Support Services, Director of Programs and Services, Director of Operations and Information Technology, and Community Engagement and Outreach Manager.

D. Activation Protocol:

1. When activated, the Disaster Work Group Liaisons (Team Leaders) will be alerted of possible activation by the MHR SB Point of Contact;
2. If the request for activation comes from any agency other than the Emergency Management Agency (EMA), MHR SB point of contact will inform the director of EMA via phone contact;
3. For disasters outside of Lucas County, Ohio Mental Health & Addiction Services or other authorities may alert the MHR SB of the need for Lucas County behavioral health responders;
4. The MHR SB Point of Contact will complete a needs assessment based upon preliminary information and determine the scale of the behavioral health response utilizing the Disaster Response Activation Quick Start Guide (Appendix 1);

5. The appropriate type, composition and number of teams will be determined by MHR SB Point of Contact;
6. If indicated, the MHR SB Point of Contact will activate the Team Leaders. Agency Team Leaders will then activate their internal response plans and notify team members within their agency to report for orientation in accordance to guidance given during activation from the Team Leader;
7. *The MHR SB will maintain the DBHRT Contact List for each agency. Each Agency Team Leader will also be provided with their agency's list of trained disaster behavioral health response team staff. The list will be forwarded to each agency electronically and via flash drive. Each agency Team Leader will be responsible for providing MHR SB with staffing updates and changes;*
8. The DBHRT will be contacted by MHR SB point of contact by cascade, beginning with the Team Leader via email, phone call, or text to activate internal plans and report for briefing. At this time guidance will be given as to the anticipated personnel requirements of the initial response plan;
9. MHR SB will ensure all relevant individuals and agencies will receive information necessary to perform required duties in response to the incident;
10. The MHR SB point of contact will then proceed coordinating with Lucas County EMA, American Red Cross, or other responding agencies as needed;
11. The Team Leader will establish communication and coordination between their team and MHR SB point of contact. The first task is to produce a briefing document (Appendix 2, ICS Form 201) including contact points and assignments for key response personnel. This document should also contain all relevant currently known information regarding the event and response;
12. Teams will be rotated every 12 hours, at a maximum, or less if needed. Response team members will submit expenses/hours worked to their Team Leader who will then provide it to MHR SB point of contact;
13. MHR SB will conduct an after action review of behavioral health response activities as soon as possible after an exercise or disaster event. The purpose of this review is to identify both successful operational procedures and identify and implement needed improvements;

14. Team members are not to communicate with the media regarding any incident without such communication being coordinated through the Public Information Officer (PIO), usually the MHR SB Community Engagement and Outreach Manager or designated staff;
15. The PIO or designated staff will coordinate with the Lucas County EMA's PIO of an established Joint Information Center (JIC);
16. All media requests should be referred to the Public Information Officer. The PIO or designated staff will maintain communications with the media and preserve confidentiality of consumers;
17. The MHR SB Executive Director or his/her designee is the only person authorized to make public statements to the media regarding behavioral health response supports;
18. When communicating to the public, it is important to keep three communication fundamentals in mind. First, develop a key message to ease public concern and give guidance on how to respond. Second, stay on the message, being clear and repetitive to ensure that the message is heard. Third, deliver accurate and timely information.

## **V. Administration and Support**

### **A. Reporting and Billing:**

1. Each responder will be responsible for completing a Psychological First Aid (Appendix 3) form for each contact with an individual/family;
2. Billing reports for deployed teams will be reported through team members' originating agencies.

### **B. Maintenance and Preservation of Records:**

1. MAINTENANCE OF RECORDS. Behavioral health operational records generated during an emergency will be collected by each agency Team Leader and provided to MHR SB point of contact. Record of events is preserved for use in determining the possible recovery of emergency operation expenses, response costs, assessing the effectiveness of operations, and updating emergency plans and procedures. Federal guidelines require that administrative records be held for a period of three years post event.

2. DOCUMENTATION OF COSTS. Expenses incurred in carrying out behavioral health services for certain hazards may be recoverable through FEMA or a third party. Hence, all agencies should maintain records of personnel and equipment used and supplies consumed, including substantiating documentation during large-scale behavioral health operations for a period of no less than three years.
  3. CLINICAL RECORDS. Psychological First Aid Forms will be collected by Team Leaders and given to MHR SB Staff after each shift. MHR SB staff will maintain these forms for up to 6 months following the event, at which time they will then be destroyed.
- C. Exercises:
1. All local drills, tabletop exercises, functional exercises, and full-scale exercises should include behavioral health participation. Additional drills and exercises may be conducted for the purpose of developing and testing abilities to make behavioral health response to various types of emergencies more effective. Organizations that provide disaster behavioral health during emergency situations shall participate in emergency drills and exercises, when appropriate.
  2. MHR SB shall test this preparedness and response plan annually, at minimum.
  3. The MHR SB will lead annual response readiness and call-out drills to assess the DBHRT capacity to respond to a disaster and to practice activation and mobilization plans and skills. These drills may be coordinated with other community agencies.

## VI. Plan Development and Maintenance

- A. MHR SB is responsible for the development and maintenance of this plan.
- B. MHR SB is responsible for conducting annual reviews, coordinating all review and revision efforts, and incorporating information learned from exercises and actual events into this plan.
- C. Directors of supporting agencies have the responsibility of maintaining internal plans to ensure prompt and effective response to and recovery from emergencies and disasters. Agencies are strongly encouraged to develop and implement their own disaster preparedness plans specific to their agency.
- D. Update Changes:  
Changes should be made to plans and appendices when the documents are no longer current. Changes in planning documents may be needed when a training exercise or an actual emergency reveals significant deficiencies in existing planning documents.

**FISCAL YEAR 2016**

**PROVIDER AGREEMENT**

**PREVENTION AND SUPPORTIVE SERVICES FUNDING**

**FISCAL YEAR 2016  
PROVIDER AGREEMENT  
PREVENTION AND SUPPORTIVE SERVICES FUNDING**

This Agreement is made and entered into at Toledo, Ohio effective as of the 1<sup>st</sup> day of **July, 2015** 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 (the "**Board**") and \_\_\_\_\_ whose principal place of business is \_\_\_\_\_ (the "**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 Mental Health and Addiction Services, 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 Ohio Mental Health and Addiction Services (OhioMHAS) that provides the types of services described in this Agreement.

C. The Board and the Agency desire to enter into an agreement for the provision of services or 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 any such items that are subsequently adopted by the Board of which the Agency has received written notice in accordance with Article 3.1 (c) below.

1.2 **“Individual”** is an Eligible Person to whom the Agency provides Prevention or Supportive Services under this Agreement.

1.3 **“Eligible Person”** is a person who has been assessed as needing prevention or supportive services.

1.4 **“Fiscal Year”** is the period from July 1, 2015 to June 30, 2016.

1.5 **“Resident”** is a person whose residence is in Lucas County as defined in O.R.C. 5122.01(S), as may be modified by “Guidelines and Operating Principles for Residency Determinations among CMH/ADAS/ADAMHS Boards”, issued by Ohio Mental Health and Addiction Services.

## ARTICLE II – SERVICES

2.1 **General.** The Agency agrees to provide the services and perform the duties and responsibilities required hereunder in accordance with the terms and conditions of this Agreement. Attachment 3 of this Agreement states the services to be performed by the Agency. Agency shall not materially change any services provided under this Agreement without written 120 day notice from Agency to the Board. The Agency agrees to provide the services under this Agreement during Contract period.

2.2 **Additional Duties.** The Parties shall perform such other obligations as are set forth in the Schedule of Additional Duties and Agreements that is attached as Attachment 3, and as follows:

- (a) assure the protection of client/consumer rights and client complaint/grievance standards as required in OAC sections 3793:2-1-07, 3793:5-1-07, and 5122-26-18;
- (b) use “prevention” funds/investments only for prevention services, excluding all usage for treatment/cessation/rehabilitation or assessment of individuals for such treatment;
- (c) emphasize abstinence from the use of alcohol and other drugs, in all projects with a youth target population;
- (d) establish Performance Targets for all projects that contribute to Board's Community Plan Prevention Investment Targets;

- (e) update OhioMHAS' Proving Ohio's Prevention Success (POPS) on-line system with goals and objectives by the 30th day of the month following each fiscal quarter;
- (f) provide a minimum 120 days notice to the Board of the following occurrences, unless these occurrences are the result of a reduction in Board funding:
  - 1. 20% reduction in staffing levels;
  - 2. Reduction in hours of operation; or
  - 3. Program elimination.
- (g) maintain a record retention and destruction policy that complies with state and federal law and is reviewed annually by the board;
- (h) disclose all salaries and other compensation by position upon Board request;
- (i) contract through a written lease for any non-Agency owned facilities used for agency operations; contracts will include a provision that the landlord may not terminate the lease with fewer than 60 days notice; and
- (j) adopt a policy that precludes the establishment of dual relationships created by the exchange of money, valuables or service between its board, staff, and clients unless exceptions are identified in that policy.

### ARTICLE III – STANDARDS

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

- (a) accepted standards of professional practice;
- (b) the Board's Community Plan as submitted to Ohio Mental Health and Addiction Services;
- (c) The Policies, procedures, protocols, rules and regulations that have been adopted by the Board, which are set forth in the Board Manual, and any such items that are subsequently adopted by the Board, 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;

- (d) the Articles of Incorporation, Code of Regulations, policies and procedures of the Agency;
- (e) its Agency Service Plan;
- (f) all requirements of other entities that provide funding for the programs under which the Agency receives payment; and
- (g) Ohio Revised Code (ORC) 5122.31 – mental health confidentiality, ORC 5119.27 – alcohol and other drug confidentiality, Ohio Administrative Code (OAC) 5122-27-09 – confidentiality & security of clinical records, 42 CFR Part 2 – federal alcohol and other drug confidentiality, and 42 CFR 164.502 Privacy, Security and Enforcement regulations: Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations; The Health Information Technology for Economic and Clinical Health Act (HITECH) and HIPAA modifications of 2013 known as the Omnibus Rule.

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

**3.3 Staffing.** The Agency shall provide sufficient staff to perform all other functions required hereunder.

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

**3.5 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, regulations and state agency directives that are applicable to the Agency

because it is a Board contractor, including any applicable requirements for obtaining informed consent for the delivery of services or disclosure of confidential or sensitive information.

#### **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 records to the extent permitted by law. 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 designated agent, shall be granted electronic access to Agency databases concerning financial and clinical data relating to Individuals to the extent permitted by law. 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 Reports.** The Board identifies a number of specific reports required for the Board's operations and administrative responsibilities, and additional reports if the need arises. If the Agency fails to provide any report due under this agreement within 14 days of the specified due date, ten days following written notice to the Agency, the executive director of the Board may withhold payment of any funds otherwise due to the Agency until the report is submitted. Therefore Agency agrees to submit:

- (a) applicable accreditation / certifications (OhioMHAS Treatment and Prevention, JCAHO, CARF, etc.) with this executed agreement;
- (b) documentation of insurance coverage for molestation, liability, buildings and vehicles, and directors and officers, and fiduciary bond coverage for employee fraud or dishonesty with this executed contract, and/or provide proof of renewal of each within 30 days of renewal;
- (c) the annual client complaint and grievance report summary by July 30, 2016 in the Board prescribed format;

- (d) the annual employee, trustee and consumer employee diversity survey in format prescribed by the Board, by July 30, 2016;
- (e) notification of all "reportable incidents" in accordance with the applicable Ohio Administrative Code rules. Provide a complete written report upon request of the Board;
- (f) documentation of the provision of a biennial training for 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 presents 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 Board of Trustees;
- (j) an individual FYTD Grant revenue and expenditure report providing actual and budget amounts by the 30th day of the month following the end of each fiscal quarter for each Board funded program;
- (k) actual Uniform Cost Report and actual Revenue Overview form (052) by December 15, 2016 with reports tying to Agency's fiscal year audit;
- (l) overall annual budget accompanied by board resolution signed by Agency's trustees 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 board action approving the compensation;

- (n) 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 the change;
- (o) IRS Form 990 (electronic copy) upon submission to the Internal Revenue Service;
- (p) annual inventory of all property in which the Board has an interest no later than January 15, 2016 as provided in the Board's Property Inventories for Agency Capital policy;
- (q) documentation by December 31, 2015, 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
- (r) agency performance data, in the Board prescribed format as indicated on Attachment 3 by January 31, 2016 (first half) and July 15, 2016, (year end report). Upon request submit quarterly reports by October 15, 2015 (first quarter) and April 15, 2016 (third quarter); and performance data regarding Board System Wide Goals.

**4.3 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.

#### ARTICLE V – ADMINISTRATION

**5.1 General.** The Agency is independent and autonomous and retains the ultimate responsibility for all services provided under this Agreement.

**5.2 Records.** The Agency shall keep accurate, current and complete financial records and records of service delivery in accordance with accepted standards. The Agency shall provide Individual and service information to the Board in a timely manner as defined in this Agreement and in such format as the Board shall specify. All individual and/or service records shall be maintained in a manner that preserves confidentiality in accordance with applicable laws and Board policies. The Agency shall have a record retention policy that requires all 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 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 and 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 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.

**5.7 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 prevention and supportive 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.

## ARTICLE VI – COMPENSATION

### **6.1 Methods of Reimbursement.**

**6.1.1 Limitations.** 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 amounts approved by the Board.

- (a) Pass Through Grants. If the funds projected to be received from governmental agencies by the Board are not forthcoming, the amount allocated to the Agency shall be reduced accordingly, and the Agency shall not receive any amount in excess of the adjusted allocation.
- (b) 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 the service specified in Attachment 3.

### **6.2 Grant Basis.**

**6.2.1 Board Funded Grants.** For the grant based duties and responsibilities rendered as described in Attachment 3, the Agency shall be paid an amount not to exceed \$0 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 of each payment month. Part of this allocation may be funded with federal funding (CFDA title and number and award name). The amount of federal funding and other funding will be detailed in the Agency's separate notice of award letter sent by the Board. A revised notice of award will be sent to the Agency to reflect any revisions due to changes in federal or other funding. The Agency agrees to be in compliance with all federal requirements including the Uniform Guidance (2 C. F. R. § 200) requirements.

Description of Service	\$ Amount of Grant

**6.2.2 Pass Through Grants.** For the rendering of the following grant based services, the Agency shall be paid an amount not to exceed \$ 0\_ 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 of each payment month. Part of this allocation may be funded with federal funding (CFDA title and number and award name). The amount of federal funding and other funding will be detailed in the Agency's separate notice of award letter sent by the Board. A revised notice of award will be sent to the Agency to reflect any revisions due to changes in federal or other funding. The Agency agrees to be in compliance with all federal requirements including the Uniform Guidance (2 C. F. R. § 200) requirements.

Description of Service	\$ Amount of Grant

**6.3 Reconciliation and Adjustments.**

**6.3.1 Grant Awards.** Agencies must submit a Fiscal Year 2016 Statement of Revenues and Expenditures for all grant awards being funded by the Board. The 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 by no later than March 1, 2016. Prior Board approval is required.

**6.3.2 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 45 days after the end of the fiscal year. Any grant award under spending is to be returned to the Board by no later than 90 days after the end of the fiscal year.

**6.4 Withholding Payments.** In addition to the rights to set off, withhold or suspend payments provided by Articles 7.4.1 and 7.4.5, 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:

- (a) an Event of Insolvency relating to the Agency;
- (b) any license or certification required by law or otherwise necessary to the operation of the Agency expires or is suspended for any reason;
- (c) there is reasonable cause to believe that conditions exist relating to the Agency that represent a substantial and imminent risk of harm;
- (d) Agency has delinquent tax, interest or penalty obligations to any governmental agency;
- (e) there is reasonable cause to believe the Agency is in violation of any Board, State, or Federal billing procedure, rule or regulation;
- (f) there is reasonable cause to believe that a program, service or responsibility funded by the Board on a Grant 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 agreements pertaining to such program, service or responsibility; provided, however, the withholding permitted under this subsection may not exceed the unpaid balance of funding allocated to the relevant program, service or responsibility under Article 6.1;
- (g) Agency fails to submit the annual independent audit within required time lines; or
- (h) Lack of acceptable corrective action.

Before the withholding permitted by this Article 6.4 may 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 Article 6.4 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 Article 6.4 (h) will be remitted to the Agency only upon correction or removal of the event(s) for which payments were withheld, and only to the extent that the funded services, programs or responsibility were provided or performed by the Agency in compliance with Board Funding Guidelines, Policies 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 financial records, program records including collections of outcome data and other information that such representatives deem necessary to assure compliance with applicable federal and state requirements, Board Policies, and this Agreement. 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 three (3) working days in advance. The Agency shall also permit the Board's representatives to interview the Agency's staff.

**7.2 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.

**7.3 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. At a minimum, 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. The Board reserves the right to require monthly actual and budgeted financial statements 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.

#### **7.4 Financial Audits and Compliance Reviews.**

**7.4.1 Annual Audit.** The Agency shall have a financial and fiscal compliance audit/review in accordance with MHR SB minimum financial standards, performed annually. If the audit/review is performed by an independent certified public accountant, the auditor must be approved by the MHR SB.

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 MHR SB Board. The MHR SB 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 MHR SB 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.

**7.4.2 Audit Report.** The audit/review report shall include, as appropriate, the Independent Auditor's Report, completed audited/reviewed financial statements, management letter, and an unaudited Revenue Report (052 Report).

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/review, the Board may require Agency's independent auditors to review and verify all costs relating to grant payments made by the Board.

**7.4.3 Audit Costs.** Except as otherwise provided herein, the costs of financial and compliance audits shall be at 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.

**7.4.4 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. In addition, the Board, in its discretion, may require additional audits or reviews to be performed to address specific financial or billing issues.

**7.4.5 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 Article 7.4 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 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 purpose, all funds may be suspended at the discretion of the Board until the audit is complete.

**7.5 Compliance Reviews.** The Agency shall be subjected to and cooperate with reviews conducted by representatives of the Board. The Board shall notify the Agency of review results not later than 30 days after completion of the review. 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.

## ARTICLE VIII – TERM, MODIFICATION AND TERMINATION

**8.1 Term.** This Agreement shall be effective as of July 1, 2015 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 the following have occurred:

- (a) Board has accepted the Agency's services as part of the Community Plan;
- (b) Board has approved the allocation of funds to the Agency and has authorized the execution of this Agreement.

**8.2 Extension of Term.** This Agreement may be extended only by 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 Agreement; (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) 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;

- (b) 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;
- (c) any merger or consolidation (consolidation being defined as the union of the operations of two or more entities into a single operation); or
- (d) transfer by sale or otherwise of substantially all the assets of the Agency.

For purposes 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 of notice from Agency of such failure.

The Agency may exercise its 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 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 financial reporting requirements 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 Article 6.1.1.
- (e) The Agency shall transfer to the Board any property in which the Board has a reversionary interest pursuant to Article 5.8, 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.

Any policy required under this Article IX shall name the Board and the Lucas County Commissioners as additional insureds 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.

**9.2 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.

Any policy required under this Article IX shall name the Board and the Lucas County Commissioners as additional insureds 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.

**9.3 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.

Any policy required under this Article IX shall name the Board and the Lucas County Commissioners as additional insureds 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.

**9.4 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  
Agency Address  
City, State Zip  
Attn: 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 intent 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.

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 \_\_\_\_\_  
Scott A. Sylak  
Executive Director  
Date \_\_\_\_\_

AND \_\_\_\_\_  
Audrey Weis-Maag  
Board Chair  
Date \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant Lucas County Prosecutor

BY \_\_\_\_\_  
Executive Director  
Date \_\_\_\_\_

AND \_\_\_\_\_  
Board Chair  
Date \_\_\_\_\_

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 O.R.C. 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

**FISCAL YEAR 2016**  
**PROVIDER AGREEMENT**  
**MENTAL HEALTH AND ADDICTION SERVICES**

**FISCAL YEAR 2016  
PROVIDER AGREEMENT  
Mental Health and Addiction Services**

This agreement is made and entered into at Toledo, Ohio effective as of the 1<sup>st</sup> day of **July, 2015** 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 (the "**Board**") and \_\_\_\_\_ whose principal place of business is \_\_\_\_\_ (the "**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 Mental Health and Addiction Services, 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 Ohio Mental Health and Addiction Services (OhioMHAS) that provides the types of services described in this agreement.

C. The Board and the Agency desire to enter into an agreement for the provision of services or 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 any such items that are subsequently adopted by the Board of which the Agency has received written notice in accordance with Article 3.1 (c) below.

1.2 **“Client”** is an Eligible Person to whom the Agency provides Services under this Agreement, and for whom a formal case file has been opened.

1.3 **“Eligible Person”** is a person who meets the standards of eligibility established by the Board from time to time for receiving eligible services funded through the Board. The current eligibility guidelines (Board Policy) are set forth in Attachment 1.

1.4 **“Enrolled Client”** is an Eligible Person whose eligibility for services has been verified by the Board staff for Enrollment functions on behalf of the Board and for whom the Agency provides services.

1.5 **“Fiscal Year”** is the period from July 1, 2015 to June 30, 2016.

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 ORC 5122.01(S), is in Lucas County as may be modified by “Guidelines and Operating Principles for Residency Determinations among CMH/ADAS/ADAMHS Boards”, issued by Ohio Mental Health and Addiction Services.

## ARTICLE II – SERVICES

2.1 **General.** The Agency agrees to provide Medically Necessary Services required hereunder to Eligible Persons, in accordance with the terms and conditions of this Agreement. This Agreement applies to services to persons not 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 contract. Agency shall not materially change any service provided under this Agreement without prior written consent of the Board.

2.2 **Legal Proceedings.** The Agency will be responsible for providing attorneys to represent the Board in legal proceedings under ORC Chapter 5122, “Hospitalization of Mentally Ill”, with respect to their Clients. The Board will annually designate attorneys based upon the Agency’s recommendations, provided the Agency notifies the Board of the name, address and phone number of the recommended attorney. The Agency shall bear the expense of the attorney.

**2.3 Additional Duties.** The Parties shall perform such other obligations as are set forth in the Schedule of Additional Duties and Agreements that is attached as Attachment 3 and as follows:

- (a) comply with the MHRSB Waiting List Policy;
- (b) 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;
- (c) provide 24 hour access to a clinician consistent with provisions of Board's After Hours Access policy;
- (d) process client transfers in compliance with provisions of Board's Continuity of Care policy;
- (e) 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;
- (f) comply with Board's Benefit Plan (Attachment 1);
- (g) accept clients into treatment in accordance with priorities as provided in the Board's Clinical Eligibility for Board Funded Treatment Services policy;
- (h) provide necessary services to clients who have exhausted their Medicaid health benefits for the defined period;
- (i) disclose all salaries and other compensation by position upon Board's request;
- (j) 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 notice;
- (k) maintain a record retention and destruction policy that complies with state and federal law and is reviewed annually by Agency's board;

- (l) re-verify income and family size annually for all active clients and submit changes to LC Enrollment center for updates to MACSIS;
- (m) complete Housing Impairment Assessment forms (for submission to 211) within 5 business Days from receipt of request;
- (n) 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:
  1. 20 % reduction in staffing levels;
  2. reduction in hours of operation; or
  3. program elimination; and
- (o) accept Diagnostic Assessments completed by providers who are certified by OhioMHAS to perform said assessments.

### ARTICLE III – STANDARDS

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

- (a) accepted standards of professional practice;
- (b) the Board's Community Plan as submitted to 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;
- (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; and

- (g) Ohio Revised Code (ORC) 5122.31 – mental health confidentiality, ORC 5119.27 – alcohol and other drug confidentiality, Ohio Administrative Code 5122-27-09 – confidentiality & security of clinical records, 42 CFR Part 2- federal alcohol & other drug confidentiality, and 45 CFR 164.502- federal Privacy, Security and Enforcement regulations: Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations; The Health Information Technology for Economic and Clinical Health Act (HITECH) and HIPAA modifications of 2013 known as the Omnibus Rule

**3.2 Nondiscrimination.** The Agency shall not discriminate in the provision of services on the basis of race, color, religion, national origin, age, marital status, disability, pregnancy, military/veteran status, genetic information, sexual orientation or other federal, state or local protected class. The Agency shall ensure that Services are not denied to an Eligible Person because of:

- (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.

### 3.3 Staffing.

**3.3.1 ACCO.** If an 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 shall agree 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.

**3.3.2 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 requirements applicable to Board contractors. In addition, the parties agree to continue their efforts to achieve diversity in accordance with the Board's Affirmative Action Program policy.

**3.3.3 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 because it is a Board contractor.

**3.3.4 Hazardous Procedures.** Except as otherwise permitted by law, no mental health or addiction treatment services will be provided without the informed consent of the client or the client's legal representative.

#### 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 to the extent permitted by law. Further, the Agency will participate in any discussions related to the sharing of electronic health information as the law allows. 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 designated agent, shall be granted electronic access to Agency databases concerning financial and clinical data relating to Clients to the extent permitted by law.

The Agency shall permit the Board or its designee to electronically transmit data (e.g. via the Board's FTP server) to the Agency 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. Provided, this provision shall not be construed to permit the Board to directly enter data into the Agency's database. 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 data, in the prescribed Board format for all services, for Children, Adults, and supportive services as indicated in Attachment 3, by January 15, 2016 (first half) and July 15, 2016, (year-end report). Upon request, submit quarterly reports by October 15, 2015 (first quarter) and April 15, 2016 (third quarter); and
- (b) collect and provide agency performance data with respect to Board System Wide Goals.

**4.3 Specific Items.** The Agency shall submit copies of:

- (a) applicable accreditation /certifications (OhioMHAS Treatment and Prevention, JCAHO, CARF, etc) – with this executed agreement;
- (b) documentation of insurance coverage for molestation, liability, buildings and vehicles, directors and officers, and fiduciary bond coverage for employee fraud or dishonesty, with this executed agreement. Agency will provide proof of renewal of each within 30 days of renewal;
- (c) the annual client complaint and grievance report in Board prescribed format by July 30, 2016;
- (d) the annual employee, trustee and consumer employee diversity survey in format prescribed by the Board by July 30, 2016;
- (e) notification of reportable incidents in accordance with the applicable Ohio Administrative Code rules, and provide a complete written report upon request of the Board;

- (f) documentation of the provision of a biennial training for agency 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 Board of Trustees;
- (j) individual FYTD grant revenue and expenditure report providing actual and budget amounts by the 30th day of the month following the end of each fiscal quarter for each Board funded program;
- (k) actual Uniform Cost Report and actual Revenue Overview form (052) by December 15, 2016 with reports tying to Agency's fiscal year audit;
- (l) overall annual budget accompanied by board resolution signed by Agency's trustees 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 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) Annual Utilization Review and Peer Reviews by August 2, 2016;

- (q) Bi-annual Quality Assurance /Quality Improvement reports by January 31, 2016 and July 31, 2016; (Rescue only)
- (r) physician roster by July 1, 2016 and provide updates as they occur.
- (s) annual inventory of all property in which the Board has an interest by January 15, 2016 as provided in the Board's Property Inventories for Agency Capital policy;
- (t) documentation, by December 31, 2015, 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) monthly report of agency's waiting list as described in Board's Waiting List policy.

**4.4 Claims Processing.** Claims must be submitted by using MACSIS.

**4.5 Untimely Reports.** If the Agency fails to provide any report within the time frames specified in section 4.2 herein, 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 ten days following written notice to the Agency until the report is submitted.

**4.6 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.

**4.7 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.

## ARTICLE V – ADMINISTRATION

**5.1 General.** The Agency is independent and autonomous and retains the ultimate responsibility for the care and treatment of all Clients to whom services are provided 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 for non-Medicaid clients to the Board in a timely manner as defined in this Agreement and in such format as the Board shall specify, and further, the Agency affirms the Board's right to obtain Medicaid billing data in aggregate form. Payment for services shall not be made until accurate information has been provided. All Client records shall be maintained in a manner that preserves confidentiality 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 Ohio Mental Health and Addiction Services; 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 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.

**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 its responsibility under this Agreement for all matters relating to the provision of Services by the subcontractor.

**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.

## 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 Article 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. 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 Enrolled Clients. 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 eligible client are covered in part by commercial insurance or Medicare, the Agency may bill the Board as follows:

- (a) **Medicare primary** – The board may be billed for the Medicare Allowed Rate less any Medicare payments less any copay required by the board subsidy schedule.
- (b) **New Clients who are not affiliated with any of the Board funded Agencies** - 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 treatment to that 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 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 less 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) **Commercial Insurance payment from non-contracted carrier** – For clients who have been in treatment prior to July 1, 2015 and/or who have received treatment services within the preceding 12 months or entering MAT services, the Agency can continue with these clients without having an agreement with their insurance carrier. The Agency must bill the insurance carrier for the services provided. The Board will pay the Agency for the difference between the non-negotiated insurance payment and the Board's allowed rate.
- (e) **Crisis care** – The Board will pay Agencies who have Non-Medicaid POS allocations with the Board for crisis care to clients up to 72 hours. After 72 hours the client needs to be referred to their insurance's in-network providers for services.
- (f) **Non-Covered Services** - The Board will continue to pay services which are not covered by commercial insurance plans or Medicare (e. g. CPST and Partial Hospitalization services) which are included in the Board's Treatment Services Benefit Plan (Attachment 1).

### 6.1.5 Methods of Reimbursement.

- (a) For services which the Agency provides on a Grant basis (as listed in Attachment 3) during each fiscal year the Board will pay the Agency six (6) equal bi-monthly installments in accordance with Article 6.2.
- (b) For Units of Service delivered to clients, the Board will compensate the Agency on a Purchase of Service basis in accordance with Article 6.3.

**6.1.6 Limitations.** 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 amounts approved by the Board.

- (a) **Pass Through Grants.** If Board funding is based upon governmental funding for a particular service, and the funds projected to be received from governmental agencies by the Board are not forthcoming, 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 under treatment until the current course of treatment 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) 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 Grant Basis-For Mental Health, or Addiction Services.** For Services rendered during the fiscal year as described in Attachment 3 for Enrolled Clients, the Agency shall be paid an amount not to exceed \$0 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.

Description of Service	\$ Amount of Grant

**6.2.2 Pass Through Grants.** For the rendering of the following grant based services, the Agency shall be paid an amount not to exceed \$0 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 of each payment month. Part of this allocation may be funded with federal funding (CFDA title and number and award name). The amount of federal funding and other funding will be detailed in the Agency's separate notice of award letter sent by the Board. A revised notice of award will be sent to the Agency to reflect any revisions due to changes in federal or other funding. The Agency agrees to be in compliance with all federal requirements including the Uniform Guidance (2 C.F. R. § 200) requirements.

Description of Service	\$ Amount of Grant

**6.3 Purchase of Service ("POS").**

**6.3.1 General.** For services rendered to enrolled clients, the Agency may be reimbursed an amount not to exceed \$0 as outlined below. Part of this allocation may be funded with federal funding (CFDA title and number and award name). The amount of federal funding and other funding will be detailed in the Agency's

separate notice of award letter 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 or other funding. The Agency agrees to be in compliance with all federal requirements including the Uniform Guidance (2 C.F.R. § 200) requirements. In consideration of these allocations, the agency agrees to accept new client referrals from Central Access, 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 Grant

**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 Article 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 Ohio Mental Health and Addiction Services requirements within 365 days from the date of service.
- (b) **Claims Adjudication.** The Board will remit claims submitted by the Agency through MACSIS 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 MACSIS claims. The Board will submit vouchers to the Lucas County Auditor for payment of State approved MACSIS 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.

#### **6.3.4 Reconciliation and Adjustments.**

**(a) Adjustments for First Party Payer Uncollectible Receivables.**

Notwithstanding the provisions of Article 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 are outstanding greater 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 Article 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 year's 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 Ohio Mental Health and Addiction Services, 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 under Section 6.3.4 (c), (d), (e) or (f) the Agency will be informed in writing of the proposed demand for payment 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 2016 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 before March 1, 2016.

- (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 45 days after the end of the fiscal year. Any grant award under spending is to be returned to the Board within 90 days after the end of the fiscal year.

**6.4 Rates.** For Fiscal Year 2016, the Board will determine the Reimbursable Amount for services provided to Enrolled Clients based upon the lesser of the rates stated in Attachment 2 or Medicaid ceiling rate.

**6.5 Hospital Bed Days.** The Agency shall make a good faith effort to control 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 rights to set off, withhold or suspend payments provided by Articles 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; (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 ; provided, however, the withholding permitted under this subsection (vi) of Article 6.6 may not exceed the unpaid balance of funding allocated to the relevant program, service or responsibility under Articles 6.2.1.

Before the withholding permitted by this article 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 Article 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 Article VI 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. 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.

**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 sections 5122-28-03, 3793:2-1-04, 3793:5-1-04 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 unaudited financial statements and the associated Balance Sheet within thirty (30) days of the end of each quarter. 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.

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, complete financial statements, and the management letter. By December 15, the agency will also provide the unaudited actual Uniform Cost Report, and an unaudited actual Revenue Report (052 Report).

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 grant payments by the Board.

**7.5.3 Audit Costs.** Except as otherwise provided herein, the costs of financial and compliance audits shall be at 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. 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 Article 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 for non-Medicaid treatment services 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. 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.

### **ARTICLE VIII – TERM, MODIFICATION AND TERMINATION**

**8.1 Term.** This Agreement shall be effective as of July 1, 2015 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 the following have occurred:

- (a) Board has accepted the Agency's services as part of the Board's Community Plan; and
- (b) Board has approved the allocation of funds to the Agency and has authorized the execution of this Agreement.

**8.2 Extension of Term.** This Agreement may be extended only by 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 its 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 Non-Renewal.** Non-renewal of this Agreement beyond June 30, 2016, shall be in accordance with ORC 340.033 (D) to the extent applicable.

**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 Article 6.1.6.
- (e) The Agency shall transfer to the Board any property in which the Board has a reversionary interest pursuant to Article 5.8, 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.

Any policy required under this Article IX shall name the Board and the Lucas County Commissioners as additional insureds 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.

**9.2 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.

Any policy required under this Article IX shall name the Board and the Lucas County Commissioners as additional insureds 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.

**9.3 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.

Any policy required under this Article IX shall name the Board and the Lucas County Commissioners as additional insureds 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.

**9.4 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:

Name of Agency  
Address of Agency  
Toledo, Ohio 436  
Attn: 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.



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 \_\_\_\_\_  
Scott A. Sylak  
Executive Director  
Date \_\_\_\_\_

AND \_\_\_\_\_  
Audrey Weis-Maag  
Board Chair  
Date \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant Lucas County Prosecutor

BY \_\_\_\_\_  
Executive Director  
Date \_\_\_\_\_

AND \_\_\_\_\_  
Board Chair  
Date \_\_\_\_\_

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