

# MHR SB GOVERNANCE COMMITTEE MEETING

June 9, 2015

4:00 p.m.

## Agenda

Item	Information Enclosed	Action Required	Allocation Required	Page
1. Call to Order				
2. Recognition of Visitors				
3. Meeting Minutes: May 12, 2015	✓	✓		1-3
4. FY 2016 Provider Agreements (See Separate Attachments)				4
➤ Prevention and Supportive Services	✓	✓		(1) – (24)
➤ Mental Health & Addiction Services	✓	✓		<1> - <33>
5. FY 2016 Board Administrative Budget	✓	✓	✓	5-8
6. FY 2015/2016 Board Officer Nominations	✓	✓		9-11
7. FY 2015/2106 Committee Leadership and Membership Appointments	✓	✓		12-14
8. Access to Treatment Workgroup Update	✓			15
9. Open Session				
10. Adjournment				

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**GOVERNANCE COMMITTEE MEETING MINUTES**  
**May 12, 2015**

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**Governance Committee Members Present:**

Audrey Weis-Maag, Chair      Neema Bell                      Pastor Earley  
Linda Alvarado-Arce              Dr. Tim Valko

**Governance Committee Members Not Present:**

William Sanford                      Pastor Perryman

**Other Trustee Members Attending:**

Tony Pfeiffer                      Kyle Schalow

**Staff:** Scott Sylak, Tom Bartlett, Donna Robinson, Karen Olnhausen, Tim Goyer.

**Visitors:** Richard Arnold; Paul Lewis, Recovery Council; Adam Nutt, Zepf Center; Jason Vigh, Rescue; Brenda Alcock, Guest; Geof Allan, UMADAOP.

Ms. Weis-Maag opened the meeting at 4:02 p.m., with introduction of visitors.

**Meeting Minutes – April 14, 2015**

There was a correction made to the minutes on pages 2-4, changing the date of the minutes from April 14, 2014 to April 15, 2015.

*There was consensus to approve the meeting minutes as corrected.*

**MHR SB FY 2016 Proposed Administrative Budget**

Mr. Bartlett referred to page five of the meeting packet for a review of the FY 2016 Proposed Administrative Budget summary and then referred to pages 7&8 of the meeting packet to discuss the breakdown of the budget vs. administrative expenses. The projected FY 2015 expenses were listed as \$1,473,172 and the Preliminary FY 2016 Budget total is \$1,577,903, which is an increase of administrative expenses in the amount of \$76,715 largely due to the increase in personnel costs from an average of a 3% pay increase for each staff plus a 10% increase of county health care costs and more of the staff is enrolling in the County's health insurance plan.

Mr. Bartlett presented three additional options for the Committee's consideration that will have a negative impact on the FY 2016 Board Administrative Budget if approved as outlined below:

- 1) The first option presented was to consider increasing the Crisis Intervention Training (CIT) from the current yearly two five-day trainings and two one-day refresher courses. An analysis was provided on what the cost would be to pay the presenters a stipend, board staff time, and supplies.

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**GOVERNANCE COMMITTEE MEETING MINUTES****May 12, 2015**

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*There was consensus that expanded CIT training is needed pending Board staff's recommendations back to the Board upon engaging the interest of major law enforcement agencies. The Committee requested that CIT be a separate line item and to remove it from the Board Administrative Budget.*

- 2) The second option presented for consideration was for the purchase of a new Non-Medicaid POS Billing System to replace the current MACSIS System which is outdated and will no longer be supported by OMHAS sometime in the future. The Board staff met with the GOSH System developer on April 20, 2015 and the main drawback is that Medicaid information would no longer be available to the Board in the GOSH system. The cost for purchase of the GOSH system is \$80-90,000. The Staff recommends that the GOSH system not be purchased in FY 2016. However, Staff will continue to closely monitor any action taken by OMHAS with regard to the MACSIS billing system and keep the Board apprised.

*There was consensus by the Committee to continue future discussions of the GOSH System with no immediate action to be taken. Board staff should continue to monitor the developments should circumstances with OMHAS change with regard to MACSIS.*

- 3) The third option for the Committee's consideration was to strengthen the Board staff's capacity to respond to community needs and identify if the Committee would consider the Staff's internal review of departmental needs to include the creation of a list of the highest priorities and provide an updated Table of Organization.

*There was consensus by the Committee with a recommendation that Board staff evaluate additional ways of strengthening board staff capacity to respond to community needs.*

**A Renewed Mind FY 2014 Audit Penalty**

Mr. Sylak stated that all of the MHR SB contracted agencies are obligated to submit their fiscal year audited financial statements to the Board at the end of the agency's fiscal year. However, A Renewed Mind (ARM) delayed submission of their audited financial statements which were due November 1, 2014 to April 1, 2015. The total penalty assessed from the delay in submission of their audit was approximately \$12,000 according to Article 7.5.1 Annual Audit language. Subsequent to substantial discussions between Board staff and ARM due to the various circumstances surrounding the reason for the delay as outlined on page 9 of the meeting packet, Board staff recommended that the penalty be re-assessed at the rate of \$7,500 which encompasses the \$1,000 initial penalty and 13 weeks of \$500 additional penalty. The following motion was recommended to the Board of Trustees:

*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.*

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## GOVERNANCE COMMITTEE MEETING MINUTES

May 12, 2015

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*There was consensus to move the motion forward to the Board of Trustees.*

### Annual Health Officer Committee Appointments

Mr. Goyer referred to page 10 of the meeting packet for a review of the Designation of Health Officers Policy which states that five individuals will be appointed annually by the Board Chair. Individuals who meet the specified requirements to serve on the Health Officer Credentialing Committee will review the credentials of applicants to serve as Health Officers prior to their approval by the MHR SB. The following individuals were recommended for appointment on the Health Officer Credentialing Committee to serve the term July 1, 2015 through June 30, 2016. Recruitment is pending for a Psychiatrist/Psychologist.

Stacey Stubblefield; Thomas Wernert Center  
Tim Goyer; MHR SB Staff  
Jim Aulenbacher; Harbor  
Jennifer Emahiser; Unison  
Angela Hendren; Zepf  
Merisa Parker; Rescue  
Al Mendel; Community Member  
*Psychiatrist/Psychologist - Vacant*

*Ms. Weis-Maag appointed the individuals listed above to the MHR SB Health Officer Credentialing Committee.*

### Open Session

- Ms. Alcock indicated that she attended a committee meeting approximately six months ago when her niece died in a house fire and she had expressed concern with regard to her niece's prior inability to get help. Today she asked what was going on at Central Access indicating that her son had relapsed from a heroin addiction and that he came to her Tuesday asking for help. Her son was directed to Central Access on Wednesday and waited all day and wasn't seen. He was asked to return on Thursday morning; he sat all day and wasn't seen. Her son was then told he could get an intake appointment on May 19 (14 days from his initial visit on May 5), or he could come in early on Friday morning via the Security guard of which he did and he still wasn't seen. Ms. Alcock asked what the Board can do to assist clients who are seeking detox services. Mr. Sylak provided Ms. Alcock with the MHR SB Client Right's Officer contact information and stated that if her son has Medicaid, he can go directly to an agency for an intake appointment and treatment. Mr. Sylak also explained several board initiatives currently underway addressing the access to treatment issues and encouraged Ms. Alcock to call the office if any issues arise in the future for support to help her work through them.

### Adjournment

The meeting was adjourned at 5:13 p.m.

**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 Provider Service Agreements review 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 Board for relief from the assessment. If an agency appeals their assessment, the Board can enforce, waive or amend the assessment.

Copies of the final agreements (one for treatment and one for prevention providers) will be included with the June 16, 2015 Board meeting packet. The following motion is recommended to the Board of Trustees:

*The Mental Health & Recovery Services Board of Lucas County approves the format and boilerplate content of the Provider 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.*

### FY 2016 MHRS Board Administrative Budget

Attached is the proposed FY 2016 MHRS 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 the 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 2007.
- 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, 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.

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**GOVERNANCE COMMITTEE MEETING**

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- 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.

For some additional 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 following two motions are 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.*

*The Mental Health & Recovery Services Board of Lucas County allocates \$20,000 for FY 2016 for Crisis Intervention Team (CIT) Trainings to expand the frequency of the CIT Trainings.*

**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 FY 2015		April FYTD Actual	Proj. May - June	Projected FY 2015	Recommended FY 2016	FY 2016 Decrease/ (Increase)	Comments
	Board Admin Budget	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	\$ 50,000	\$ 15,450	\$ 12,000	\$ 27,450	\$ 50,000	\$ -		
Equipment/Software	\$ 24,255	\$ 13,469	\$ 4,400	\$ 17,869	\$ 24,255	\$ -		
Prof. Services - Consultants	\$ 24,128	\$ 16,681	\$ 7,250	\$ 23,931	\$ 26,624	\$ (2,496)	Increased to \$32/hour.	
Director Discretionary Fund	\$ 20,000	\$ 8,742	\$ 8,000	\$ 16,742	\$ 20,000	\$ -		
Dues	\$ 17,660	\$ 95	\$ 17,565	\$ 17,660	\$ 17,660	\$ -		
Telephone	\$ 16,500	\$ 10,715	\$ 3,550	\$ 14,265	\$ 16,500	\$ -		
Liability Insurance	\$ 14,089	\$ 876	\$ 13,213	\$ 14,089	\$ 14,089	\$ -		
Parking - Staff	\$ 15,810	\$ 14,850	\$ -	\$ 14,850	\$ 15,300	\$ 510	3% increase from FY 2015 actual	
Agency Workforce Develop.	\$ 12,000	\$ 2,867	\$ 2,000	\$ 4,867	\$ 12,000	\$ -		
Community Engagement	\$ 12,000	\$ 9,036	\$ 2,964	\$ 12,000	\$ 12,000	\$ -		
Office Supplies	\$ 10,506	\$ 7,545	\$ 2,200	\$ 9,745	\$ 10,037	\$ 469	3% increase	
Equipment Rental	\$ 9,400	\$ 6,799	\$ 1,500	\$ 8,299	\$ 8,548	\$ 852	3% increase	
Travel	\$ 9,000	\$ 5,279	\$ 1,850	\$ 7,129	\$ 7,343	\$ 1,657	3% increase	
Staff Training	\$ 8,000	\$ 2,144	\$ 11,990	\$ 14,134	\$ 8,000	\$ -	iDashboards software and training in FY 2015.	
Parking - Other	\$ 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	April FYTD	Proj. May -	Projected	Recommended	FY 2016	Comments
	FY 2015 Board Admin Budget	Actual Expenses	June Expenses	FY 2015 Expenses	FY 2016 Budget	Decrease/ (Increase) FY 2015	
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

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**GOVERNANCE COMMITTEE MEETING****June 9, 2015**

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**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

The MHR SB Election and Duties of Officers of the Board Policy (attached) identifies the terms and conditions in which new officers are elected. MHR SB officer elections are expected to be conducted at the MHR SB Board meeting on June 16, 2015. Upon election of the full Board, officers will commence their terms on July 1, 2015 and serve in their newly elected role through June 30, 2017.

Should the Governance Committee reach consensus regarding the slate of MHR SB Officer Nominees for FY 2016/2017, the following motion is recommended 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, MD.
- Secretary – Anthony (Tony) Pfeiffer

# MENTAL HEALTH & RECOVERY SERVICES BOARD OF LUCAS COUNTY

Election and Duties of Officers of The Board

COQ: VI-A.2  
Effective: 10/16/12  
Supersedes: 1/99

## POLICY

The Mental Health and Recovery Services Board (MHRSB) of Lucas County shall establish and define election rules, responsibilities and terms of the officers of the MHRSB.

### Election of Officers

- A. Election of MHRSB Officers shall take place at a regularly scheduled meeting;
- B. Nominations from the floor for officer shall be requested from the MHRSB Chair;
- C. Officers shall be elected by a simple majority of the MHRSB members in attendance; a quorum being duly constituted;
- D. Officer terms shall commence on July 1 and will normally be for two (2) years;
- E. A MHRSB member may not be elected to the same office more than one term;
- F. In the event of a permanent vacancy in any office during the year, the MHRSB Chair shall appoint a member to fulfill the duties of that office for the un-expired term;
- G. An Officer may be removed from office by a two-thirds majority vote of all MHRSB members.

### Officers and Duties of Officers of the MHRSB

- A. Chair: The Chair of the Board shall preside at all meetings. He/she shall sign all contracts unless otherwise provided by the Board. The Chair shall be an ex-officio member of all committees and sign the minutes of the Board's monthly meeting.
- B. Vice Chair: The Vice Chair shall serve in the absence of the chair.
- C. Secretary: The Secretary shall review and sign the minutes of the Board meeting and shall perform such other duties as the Chair, as the Board may from time-to-time prescribe. The Secretary shall be responsible for ensuring that all steps required by ORC 121.22 (Public Meetings) are followed. The Secretary shall perform the duties of the Chair in the absence of the Chair and Vice Chair.
- D. Treasurer: The Treasurer assures a true and accurate account of the funds of the Board including all collections and disbursements. He/she shall report in all Board meetings, or more often if required, the amount of the funds received and disbursed giving details of the financial condition of the Board and the business which has been transacted. The Treasurer shall perform the duties of the Board Chair in the absence of the other officers.

**MENTAL HEALTH & RECOVERY  
SERVICES BOARD OF LUCAS COUNTY**

Election and Duties of Officers of The Board

COQ: VI-A.2  
Effective: 10/16/12  
Supersedes: 1/99

**ACCOUNTABILITY**

Board Chair

**PROCEDURE**

The Executive Director will monitor Officer terms for compliance and report to the Board Chair at least annually.

Approved:

  
Scott A. Sylak, Executive Director

3/17/2014  
Date

### **FY 2016/2017 Committee Leadership and Membership Appointments**

As per MHR SB Board Committee Membership and Leadership Policy (attached), Committee Leadership appointments are made by the MHR SB Chair upon recommendation of the Governance Committee. Those Trustees appointed to Committee Leadership positions will serve for a period of two years beginning July 1, 2015 and ending June 30, 2017. The following Trustees were identified by the Ad Hoc Nominations Committee and are being considered by the MHR SB Chair for committee leadership appointments. Consensus from the Governance Committee is being requested for the following committee leadership appointments:

- Programs & Services Committee
  - Chair – Pastor Donald Perryman
  - Vice Chair – Andre Tiggs
  
- Planning & Finance Committee
  - Chair – Linda Alvarado-Arce
  - Vice Chair – Lynn Olman

Note that the Governance Committee leadership and membership is defined by the Committee's Charter and not subject to the appointment process as described in the Board Committee Membership and Leadership Policy.

If recommended by the Governance Committee, the MHR SB Chair will make the committee leadership appointments at the MHR SB Board meeting on June 16, 2015 for terms beginning July 1, 2015. It is recommended that new committee membership appointments be delayed until the August 11, 2015 Governance Committee meeting, thus giving the new MHR SB Chair and Committee leadership time to discuss membership needs.

# MENTAL HEALTH & RECOVERY SERVICES BOARD OF LUCAS COUNTY

Board Committee Membership and Leadership

COQ: VI-A.1

Effective: 3/1/14

Supersedes: 10/16/12

## POLICY

The Mental Health and Recovery Services Board (MHR SB) of Lucas County will utilize the following criteria for determining committee membership and leadership:

- A. Upon consultation with the current and appropriate MHR SB Committee Chair, the MHR SB Chair will appoint all Committee members.
- B. All MHR SB Committee Chair and Vice Chair appointments and terms of office will be made by the MHR SB Chair upon recommendation of the Governance Committee. In all cases, leadership terms will not exceed twenty-four (24) consecutive months.
- C. MHR SB Committee appointments will be made annually or upon establishment of a newly formed committee.
- D. MHR SB Committee membership is open to MHR SB and non-MHR SB members as defined in the MHR SB Committee Charter.
- E. Non-MHR SB members will be appointed to committees in a non-voting advisory capacity unless defined otherwise in the MHR SB Committee Charter.
- F. The MHR SB shall strive to assure the cultural relevance and sensitivity of each of its Committees.
- G. Upon consultation with the current and appropriate MHR SB Committee Chair, the MHR SB Chair may relieve a committee member of their committee appointment at any time during their appointment period.
- H. Upon consultation with the Governance Committee, the MHR SB Chair may relieve a MHR SB Committee Chair or Vice Chair of their leadership appointment at any time during their leadership term.
- I. The Executive Director and/or the Director's designee (s) will serve as Ex-Officio members on all committees.

## ACCOUNTABILITY

MHR SB Chair

**MENTAL HEALTH & RECOVERY  
SERVICES BOARD OF LUCAS COUNTY**

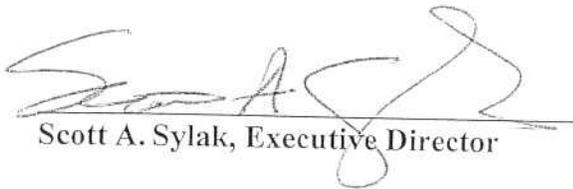
Board Committee Membership and Leadership

COQ: VI-A.1  
Effective: 3/1/14  
Supersedes: 10/16/12

**PROCEDURE**

The Executive Director or the Director's Designee will monitor committee attendance and report attendance to the full board at least annually.

Approved:

  
Scott A. Sylak, Executive Director

3/17/2014  
Date

### Access to Treatment Workgroup Update

The Access to Treatment Workgroup held its introductory meeting on February 26, 2015. Since that time, the workgroup has continued to meet the second Thursday of each month at 2:30 p.m. To date, four meetings have been held. A work plan for the workgroup has been developed and a summary of each of the meeting discussions is provided below:

February 2015 – This meeting focused on introducing the workgroup participants to each other, obtaining consensus on the workgroup’s charter, defining elements that might lead the members to consider their efforts successful, and examining areas of investigation and discussion. Regarding areas to be investigated, workgroup participant comments focused generally on three areas: Information sharing between agencies, public education of our community regarding our system of care, and general accessibility issues. Comments were then distilled into an introductory work plan.

March 2015 – This meeting focused on system accessibility issues. It became readily apparent that there are many environmental factors that impact accessibility, the most significant being client choice. The Level of Clinical Need Policy was presented which defined “Access to Treatment” and the method to be used to measure accessibility. Additionally, the Access to Treatment Flow chart was reviewed for accuracy.

April 2015 – The meeting focused on the strengths and negative consequences of maintaining Central Access. Group consensus developed around the notion of establishing a “no wrong door” system of care where Board funded consumers could be assessed at an agency or Central Access. It was also agreed that in the “no wrong door” system, clients presenting for services should be provided interim services if their level of care is unavailable, or referred to another provider who does have available capacity. The concept of the Recovery Helpline and the MHRSB’s position regarding the development of this tool was presented.

May 2015 – The meeting focused on treatment access at the agencies. It was readily recognized that access to psychiatry, detoxification and MAT services are limited. Agency representatives disputed that sufficient capacity in AOD IOP was not available to meet the current flow of referrals. All agreed that service accessibility is significantly impacted by client behavior. Additionally, a desire was expressed to have treatment begin within 48 hours of referral, and afterhours and weekend services seemed lacking. The concept of the Recovery Helpline was discussed again along with transitioning Central Access into an “urgent care” model.

Over the course of the next several meetings, agency access, agency discharge, waiting list reporting, cultural competence and the Board’s Benefit plan will be discussed. It was also agreed that the MHRSB should not wait to implement recommendations that can have a significant impact right now. The developments of the “no wrong door” system, as well as the Recovery Helpline, are two such examples that should be implemented immediately.

**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 Title 45 CFR 92.40 and the 2014 OMB Circular A-133 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 Title 45 CFR 92.40 and the 2014 OMB Circular A-133 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 MHRSB minimum financial standards, performed annually. If the audit/review is performed by an independent certified public accountant, the auditor must be approved by the MHRSB.

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 MHRB Board. The MHRB 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 MHRB 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 tended 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.

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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 -**

Policy  
STATEMENT

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 Title 45 CFR 92.40 and the 2014 OMB Circular A-133 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 Title 45 CFR 92.40 and the 2014 OMB Circular A-133 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.

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Thomas L. Bartlett  
Associate Executive Director