

Attachment 7/05
Attachment 4.165
4.065

**OHIO DEPARTMENT OF HUMAN SERVICES
AND
OHIO DEPARTMENT OF MENTAL HEALTH
AND
OHIO DEPARTMENT OF ALCOHOL AND
DRUG ADDICTION SERVICES**

INTERAGENCY AGREEMENT

A-98-07-463

I.

PURPOSE

This agreement is entered into by the Ohio Department of Human Services (hereinafter "ODHS"), the Ohio Department of Mental Health (hereinafter "ODMH") and the Ohio Department of Alcohol and Drug Addiction Services (hereinafter "ODADAS") for the purpose of developing strategies for managing the Medicaid behavioral health services, including responsibility that ODHS may transfer to ODMH and ODADAS. ODMH and ODADAS also are to establish an eligibility verification system which will be part of a claims and encounter reporting system for managing behavioral health care services. The recipients to be served are Medicaid-covered persons, including OWF, Healthy Start, ABD and AFC placement populations. This agreement is entered into in order to implement the provisions of ORC Section 5111.02 and Section 1902a11 of the Social Security Act.

II.

DEFINITIONS

- ABD -** Aged, Blind and Disabled is one of the eligibility requirements for Medicaid.
- AFC -** This refers to those foster care recipients placed in out-of-home placement arrangements.
- Departments -** This means ODMH and ODADAS.
- FFP -** This means Federal Financial Participation for a state expenditure.
- FFS -** This refers to those physical health care providers in the ODHS Medicaid fee-for-service system.
- HCFA -** This is the federal Health Care Financing Administration.
- Healthy Start -** This is one of the ADC-Related federal categories used to identify Medicaid eligibility.
- HMOs -** These are the health maintenance organizations currently providing health care to Ohio's TANF-Related and Healthy Start recipients in mandatory and voluntary managed care counties.
- MACSIS -** The Multi-Agency Community Services Information System will serve as the electronic claims and encounter reporting system.
- ODADAS -** Ohio Department of Alcohol and Drug Addiction Services.
- ODMH -** Ohio Department of Mental Health.

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OWF- Ohio Works First replaces Aid to Dependent Children.

**III.
RESPONSIBILITIES OF THE OHIO DEPARTMENT OF HUMAN SERVICES**

- A. **ODHS** will work with **ODMH** and **ODADAS** to assist them in their development of strategies for managing Medicaid behavioral health services, including responsibility that **ODHS** may transfer to them, upon HCFA approval and the resolution of any court-imposed requirements. Strategies may include implementation of an RFP vendor selection process.
- B. **ODHS** shall provide staff assistance and information to the Departments to assist them in their establishment of an eligibility verification system which will be part of a claims and encounter reporting system (MACSIS) for managing these behavioral health care services.
- C. **ODHS** shall work with HMOs and FFS providers to ensure that behavioral health and physical health care is coordinated with Mental Health, Alcohol Drug Addiction and Mental Health, and Alcohol and Drug Addiction Services Boards and other stakeholders.
- D. **ODHS** shall provide oversight of the behavioral health care transfer services activity to ensure adherence to all applicable federal and state Medicaid requirements. Nothing in this agreement abrogates **ODHS'** responsibility as the single state Medicaid agency.

**IV.
RESPONSIBILITIES OF THE OHIO DEPARTMENT OF MENTAL HEALTH AND
THE OHIO DEPARTMENT OF ALCOHOL AND DRUG ADDICTION SERVICES**

- A. **ODMH** and **ODADAS** shall develop strategies for managing Medicaid behavioral health services, including responsibility that **ODHS** may transfer to the Departments which may include but is not limited to awarding an RFP to a vendor(s) to manage that responsibility.
- B. **ODMH** and **ODADAS** shall work with the Mental Health, Alcohol Drug Addiction and Mental Health, and Alcohol Drug Addiction Services Boards to ensure that behavioral health and physical health care and services delivery is coordinated with HMOs, HMO and FFS physical health providers and other stakeholders.
- C. **ODMH** and **ODADAS** shall establish MACSIS, a claims and encounter reporting system including Medicaid eligibility verification which supports the management of the service responsibility transferred to both departments.
 - Insure the integrity of the claims payment and encounter reporting system.
 - Administrative costs allowed by HCFA will be reimbursed at the prevailing federal financial participation rate.
 - The Office of Management and Budget Circular A-87 will be used for determining reasonable costs.

**V.
COMPENSATION**

- A. **ODHS** agrees to reimburse **ODMH** and **ODADAS**, upon proper invoicing and preparation of an Intra-State Transfer Voucher, the administrative rate of FFP for services provided including reimbursement for the implementation and operation of MACSIS (Multi-Agency Community Services Information System). Total amount of reimbursement for all administrative Medicaid expenditures shall not exceed:
 - **ODMH** \$2.5 million for FY 98

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- **ODADAS** \$1.0 million for FY 99
 \$.5 million for FY 98
 \$1.0 million for FY 99

Such reimbursement shall occur after receipt of FFP from HCFA by **ODHS**

ODMH and **ODADAS** may bill for administrative costs incurred in the administration of this program if the following conditions are met:

- Only direct costs can be claimed for full-time employees and/or for costs claimed under contract.
- Prior federal approval is obtained for indirect costs claimed under the contract including data processing expenses associated with the processing of claims submitted for participating mental health and alcohol and other drug addiction programs in accordance with federal regulations and MMIS requirements.
- Sufficient documentation must be submitted to **ODHS** with the billing to justify the amount.

B. Payments for any and all services provided pursuant to this agreement are contingent upon the availability of state and federal funds under the Medicaid program. If the Ohio General Assembly, the federal government, or any other source at any time disapproves or ceases to continue funding **ODHS** for payments due hereunder, this agreement is terminated as of the date funding expires without notice or further obligation of **ODHS** except that **ODHS** will subsequent to termination provide written notice in accordance with Article VI, paragraph B.2.

C. All obligations in this agreement are subject to the requirements of Section 126.07 of the Ohio Revised Code.

D. All obligations in this agreement are further subject to approval by Health Care Financing Administration (HCFA); if **ODHS** receives notice that the agreement is not approved, both parties agree to work diligently to comply with HCFA requirements. If not able to meet them, then **ODHS** may terminate this agreement.

**VI.
GENERAL PROVISIONS**

A. Effective Dates

This agreement will become effective on July 1, 1997 or upon execution, whichever occurs later, and will remain in effect until June 30, 1999, subject to the cancellation provisions contained in this agreement.

B. Termination by Notice

1. This agreement may be terminated by either party upon 30 days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the following persons: if **ODMH and ODADAS** is terminating the agreement, to Director, Ohio Department of Human Services, 30 East Broad Street, 32nd Floor, Columbus, Ohio 43266-0423; or, if **ODHS** intends to terminate the agreement, to Director, Ohio Department of Mental Health, 30 East Broad Street, 11th Floor, Columbus, Ohio 43266-0414 and Director, Ohio Department Alcohol and Drug Addiction Services, 280 North High Street, 12th Floor, Columbus, Ohio 43215-2537.
2. This agreement may be terminated immediately in the event there is a loss of funding, disapproval by a federal administrative agency, or upon discovery of non-compliance with any federal or state laws, rules or regulations. In the event termination is pursuant to this paragraph B.2., a notice specifying the reasons for termination shall be sent as soon as possible after the termination in accordance with the procedures set forth in Article VI., paragraph B.1.

Breach and Default

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INTERAGENCY AGREEMENT, ODMH AND ODADAS

Upon breach or default of any of the provisions, obligations, or duties embodied in this agreement, the parties may exercise any administrative contractual, equitable, or legal remedies available, without limitation. The waiver or any occurrence of breach or default is not waiver of such subsequent occurrences, and the parties retain the right to exercise all remedies mentioned herein.

D. Amendments

This agreement may be modified or amended provided that any such modification or amendment is in writing and is signed by the directors of the agencies. It is agreed, however, that any amendments to laws, rules, or regulations cited herein will result in the correlative modification of this agreement, without the necessity for executing written amendment.

E. Equal Employment Opportunity

In carrying out this Agreement, **ODMH** and **ODADAS** shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or Vietnam-era veteran status. The **ODMH** and **ODADAS** shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or Vietnam-era veteran status. Such action shall include, but not be limited to the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

The **ODMH** and **ODADAS** agree to post in conspicuous places, available to employees and applicants for employment, notices stating that the **ODMH** and **ODADAS** comply with all applicable federal and state non-discrimination laws. The **ODMH** and **ODADAS** shall, in all solicitations or advertisements for employees placed by or on behalf of the **ODMH** and **ODADAS**, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, sexual orientation, Vietnam-era veteran status, disability or age. The **ODMH** and **ODADAS** shall incorporate the foregoing requirements of this paragraph in all of its Contracts for any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

F. Confidentiality of Information

The parties agree that they shall not use any information, systems, or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound by the same standards of confidentiality that apply to the employees of either party and the State of Ohio. The terms of this section shall be included in any subcontracts executed by either party for work under this agreement. **ODMH** and **ODADAS** specifically agree to comply with state and federal confidentiality laws and regulations applicable to the programs under which this agreement is funded. **ODMH** and **ODADAS** are responsible for obtaining copies of all **ODHS** rules governing confidentiality and for assuring compliance with the rules by employees and contractors of **ODMH** and **ODADAS**.

G. Compliance with Federal and State Laws, Rules and Regulations

ODMH and **ODADAS** agree to comply with all federal and state laws, rules, regulations, and auditing standards which are applicable to the performance of this agreement.

H. Partial Invalidity

A judicial or administrative finding, order, or decision that any part of this agreement is illegal or invalid shall not invalidate the remainder of the agreement.

Records Retention

All records relating to costs, work performed and supporting documentation for invoices submitted to **ODHS**

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by ODMH and ODADAS along with copies of all deliverables submitted to ODHS pursuant to this agreement shall be retained and made available by ODMH and ODADAS for audit by the State of Ohio (including, but not limited to ODHS, the Auditor of State of Ohio, Inspector General or duly authorized law enforcement officials) and agencies of the United States government for a minimum of six years after final payment under this agreement. If an audit is initiated during this time period, ODMH and ODADAS shall retain such records until the audit is concluded and all issues resolved.

J. Audit Exceptions

1. ODHS shall be responsible for receiving, replying to, and arranging compliance with any audit exception found by any state or federal audit of this Agreement as it pertains to federal or ODHS funding of the Agreement. ODHS shall timely notify ODMH and ODADAS of any adverse findings which allegedly are the fault of ODMH and ODADAS. Upon receipt of notification by ODHS, ODMH and ODADAS shall fully cooperate with ODHS and timely prepare and send to ODHS its written response to the audit exception.
2. ODMH and ODADAS shall be liable for any audit exception that results solely from their acts or omissions in the performance of this agreement. ODHS shall be liable for any audit exception that results solely from its acts or omissions in the performance of this agreement. In the event that the audit exception result from the acts or omissions of both ODHS and ODMH and ODADAS, then the financial liability for the audit exception shall be shared by the parties in proportion to their relative fault. In the event of a dispute concerning the allocation of financial liability for audit exceptions, the parties agree that the dispute shall be referred to the Office of the Governor for a final, binding determination which allocates financial liability.
3. For the purpose of this section, the term "audit exception", shall include federal disallowances and deferrals.

Liability Requirements (other than audit)

To the extent allowable by law, agency agrees to hold the other agency(ies) harmless from liability, suits, losses, judgments, damages or other demands brought as a result of its actions or omissions in performance of this agreement. However, in the event that an agency is subject to liability, suits, losses, judgments, damages or other demands which are due to the acts or omissions of the other agency, the other agency will not be held harmless.

L. Resolution of Disputes

The agencies agree that the directors of the agencies shall resolve any disputes between the agencies concerning responsibilities under or performance of any of the terms of this agreement. In the event the directors cannot agree to an appropriate resolution to the disputes they shall be referred to the Office of the Governor for a final, binding determination resolving the dispute.

M. Child Support Enforcement

ODMH and ODADAS agree to cooperate with ODHS and any Ohio Child Support Enforcement Agency (CSEA) in ensuring employees of ODMH and ODADAS meet child support obligations established under state law. Further, by executing this agreement, ODMH and ODADAS certify present and future compliance with any court order for the withholding of support which is issued pursuant to sections 3113.21 to 3113.217 of the Ohio Revised Code.

N. Drug-Free Workplace

By executing this agreement, ODMH and ODADAS certify and affirm that, as applicable to the ODMH and ODADAS, any subcontractor and/or independent contractor, including all field staff associated with the project agree to comply with all applicable state and federal laws regarding a drug-free workplace. The ODMH and

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ODADAS shall make a good faith effort to ensure that all ODMH and ODADAS employees, while working on State, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

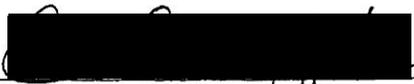
O. Public Assistance Work Program Participants

By executing this agreement, ODMH and ODADAS agrees to cooperate with ODHS and each County Department of Human Services in providing employment and other work opportunities for recipients of assistance under Chapter 5107 of the Revised Code and recipients of food stamps who are required by law to obtain employment or participate in a work program activity.

P. Entirety of Agreement

All terms and conditions of this agreement are embodied herein. No other terms and conditions will be considered a part of this agreement unless expressly agreed upon in writing and signed by all parties.

APPROVED BY:


ARNOLD R. TOMPKINS
Director
Ohio Department of Human Services
30 East Broad Street, 32nd Floor
Columbus, Ohio 43266-0423


MICHAEL F. HOGAN, Ph. D.
Director
Ohio Department of Mental Health
30 East Broad Street, 11th Floor
Columbus, Ohio 43266-0414


LUCILLE FLEMING
Director
Ohio Department of Alcohol
and Drug Addiction Services
280 North High Street, 12th Floor
Columbus, Ohio 43215-2537

DATE: 12/17/97

DATE: 12/8/97

DATE: 12/10/97

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**OHIO DEPARTMENT OF HUMAN SERVICES
AND
THE OHIO DEPARTMENT OF ALCOHOL AND DRUG
ADDICTION SERVICES
INTERAGENCY AGREEMENT
A-98-07-032**

**I.
PURPOSE**

This agreement is entered into by the Ohio Department of Human Services (hereinafter "ODHS") and the Ohio Department of Alcohol and Drug Addiction Services (hereinafter "ODADAS") for the purpose of providing the maximum amount of coordination in the delivery of alcohol and other drug addiction services provided by alcohol and drug addiction programs/facilities to Medicaid eligible individuals. This agreement covers only those alcohol and drug addiction services provided by alcohol and drug addiction programs/facilities under the Medicaid (Title XIX) program and authorizes the transfer of federal funds from the Ohio Department of Human Services to the Ohio Department of Alcohol and Drug Addiction Services for Medicaid services covered under the scope of this agreement.

DEFINITIONS

- CDHS** County Department of Human Services
- Alcohol and Drug Addiction Services** Services, included intervention, for the treatment of alcoholics or persons who abuse drugs of abuse and for the prevention of alcoholism and drug addiction.
 Services include:
 - Assessment Service (O.A.C. 3793-2-1-8)
 - Crisis Intervention Service (O.A.C. 3793-2-1-9)
 - Detoxification Service (O.A.C. 3793:2-1-10)
 - Individual Counseling Service (O.A.C. 3793:2-1-11)
 - Group Counseling Service (O.A.C. 3793:2-1-11)
 - Medical/Somatic Service (O.A.C. 3793:2-1-13)
 - Drug Screening Urinalysis (O.A.C. 3793:2-1-14)
 - Methadone Administration Service (O.A.C. 3793:2-1-15)
 - Case Management Service (O.A.C. 3793:2-1-16)
 - Intensive Outpatient Service (O.A.C. 3793:2-1-17)
- Alcohol and/or Other Drug Program** An Alcohol and/or Other Drug Program means an organized effort designed to provide one or more of the following alcohol and/or other drug abuse services: prevention, intervention, treatment, training, research and evaluation, methadone. An alcohol and/or other drug program must be certified by the

Ohio Department of Alcohol and Drug Addiction Services (**ODADAS**) in accordance with the requirements of the Ohio Revised Code, Section 3793.06 and 3793.10.

HHS	U.S. Department of Health and Human Services
ADCDS	Alcohol/Drug Client Data System
ODADAS	Ohio Department of Alcohol and Drug Addiction Services
ODHS	Ohio Department of Human Services
OPAM	Ohio Public Assistance Manual
FFP	Federal Financial Participation
MARP	Medicaid Adolescent Rehabilitation Program
MMIS	Medicaid Management Information System

II.

RESPONSIBILITIES OF THE OHIO DEPARTMENT OF HUMAN SERVICES

The following duties shall be performed by **ODHS** or the appropriate CDHS:

- A. Determine eligibility of Medicaid applicants according to appropriate provisions of state and federal law, regulations and rules, the OPAM, and the state plan.
- B. Recognize as Medicaid providers **certified alcohol** and other drug addiction programs.
- C. Promulgate administrative rules and state plan amendments related to alcohol and other drug addiction services provided by alcohol and other drug addiction programs.
- D. As part of its utilization review activities, **ODHS** may share Medicaid information with **ODADAS** for the purposes of identifying persons with alcohol and drug related problems and evaluating the treatment patterns of persons with addictive behavior who receive Medicaid services. Information shared concerning Medicaid recipients will be limited to the following:
 - i. Medical Assistance Identification Numbers;
 - ii. Names and addresses;
 - iii. Medical services provided;
 - iv. Medical data, including diagnoses and past history of disease and disability; and
 - v. Agency evaluation of personal information.

III.

RESPONSIBILITIES OF OHIO DEPARTMENT OF ALCOHOL AND DRUG ADDICTION SERVICES

The following duties shall be performed by **ODADAS**:

- A. Program Related
 - 1. Promulgate rules regarding standards of participation for alcohol and other drug addiction programs.
 - 2. Perform biennial certification of alcohol and other drug addiction programs to determine compliance with **ODADAS** standards prior to participation as an alcohol and other drug addiction program in the

Medicaid program. Certification and documentation activity will be performed in accordance with 42 CFR 431.610(f) and ORC 3793.06 and 3793.11.

3. Conduct hearings and administrative review of certification decisions as may be required by law.
4. Provide for disclosure of survey information as required in 42 CFR 431.115.
5. Assure the maintenance of records in accordance with federal regulations. Assume the maintenance of records necessary to fully disclose the extent and nature of alcohol and other drug addiction services provided by all participating alcohol and other drug programs for a period of six years after reimbursement for the service. If an audit has been started, the records shall be retained until the audit is completed and all exceptions are resolved. Assure that all records are available upon request from **ODHS**, the State Auditor, HHS, and/or any duly authorized representative for audit purpose. Such records shall include but not be limited to:
 - a. Recipient information
 - b. Description of discrete service components
 - c. Identification of the service site
 - d. Dates of services for each discrete service component by recipient.
6. Inform providers eligible for Medicaid participation pursuant to rule 5101:3-30-01 of the Administrative Code, to cooperate with Health Maintenance Organizations which enter into contracts with the **ODHS** to provide medical care to eligible recipients participating in Ohio's Medical Assistance programs as set forth in Chapters 5101:3-26 and 5101:3-36 of the Ohio Administrative Code. The scope of that cooperation shall include but not be limited to those matters pertaining to:
 - a. Quality assurance
 - b. Utilization review
 - c. Recordkeeping and reporting.
7. Upon written request by **ODHS** or its designee, **ODADAS** must review Medicaid information and advise **ODHS** or its designee regarding treatment patterns of persons with alcohol and drug related problems and the cost and/or expenditures for such treatment patterns. The confidentiality requirements set forth in Article V., Paragraph F. of the interagency agreement must be followed.

B. Fiscal Related

1. Process claims submitted by participating alcohol and other drug addiction programs in accordance with federal regulations and ADCDS requirements.
2. Submit a machine readable tape to **ODHS** in a data processable format as outlined in Attachment 1.
3. Submit this tape at the same time any other tape is submitted by **ODADAS** to **ODHS** for Title XIX processing.
4. Maintain sufficient detail at each alcohol and other drug addiction program to document payments and justify the audit trail. **ODADAS** and each alcohol and other drug addiction program must maintain necessary records to substantiate any claims made.
5. Submit all claims within 365 days from the date of service to be considered an allowable claim. Any claim submitted with a service date of 365 days or older will be rejected as a non-reimbursable services,

unless the provisions of Administrative Code 5101:3-10-07(F)(1), (2) or (3) apply. Claims submitted under this agreement are not subject to the interest provisions of the ORC Section 126.12.

6. Establish a prospective rate for each type of covered service and bill the rate per person per date of service. Reimbursable covered services must be filed in the Ohio Administrative Code and be federally approved.
7. Accept any reduction pursuant to 45 CFR Part 201, Subpart B. Funds will be withheld as outlined in Article V. paragraph J.
8. Administrative costs.

ODADAS may bill for administrative costs incurred in the administration of this program if the following conditions are met:

- a. Only direct costs can be claimed for full-time employees.
- b. Prior federal approval is obtained for indirect costs claimed under the contract including data processing expenses associated with the processing of claims submitted for participating alcohol and other drug addiction programs in accordance with federal regulations and MMIS requirements.
- c. Sufficient documentation must be submitted with the billing to justify the amount.
- d. Administrative costs will be reimbursed at the prevailing federal financial participation rate.
- e. No fee can be charged by **ODADAS** to the alcohol and other drug addiction programs for the cost of transferring of funds.
- f. Will use the Office of Management and Budget Circular A-87 for determining reasonable costs.

C. Subcontracting

1. **ODADAS** may permit alcohol and drug addiction programs to subcontract. Those subcontractors who are currently Medicaid providers must be in good standing with **ODHS**. This means that **ODHS** is not investigating said subcontractor for abuse or fraud related to their activities as a Medicaid provider. Those subcontractors who are not currently Medicaid providers must not have been terminated from the Medicaid program for suspected or proven abuse or fraud.
2. An alcohol and other drug program may subcontract for the provision of service herein. All subcontractors are subject to the terms of this contract and the alcohol and other drug addiction program shall be fully responsible for the performance of any subcontractor.

**IV.
COMPENSATION**

- A. **ODHS** agrees to reimburse **ODADAS**, upon proper invoicing and preparation of an Intra-State Transfer Voucher the current rate of FFP for services provided in accordance with Chapter 5101:3-30 of the Administrative Code. Total amount of reimbursement shall not exceed \$36,078,085 for FY 98 and \$36,078,858 for FY 99. Such reimbursement shall occur after receipt of FFP from HCFA by **ODHS**.
- B. Payments for any and all services provided pursuant to this agreement are contingent upon the availability of state and/or local public alcohol and drug addiction treatment funds and Medicaid FFP. If the Ohio General Assembly, the federal government, or any other source at any time disapproves or ceases to continue funding **ODHS** for payments due hereunder, this agreement is terminated as of the date funding expires without notice or further obligation of **ODHS** except that **ODHS** will subsequent to termination provide written notice in

accordance with Article V, paragraph B.2.

- C. All obligations in this agreement are subject to the requirements of Section 126.07 of the Ohio Revised Code.
- D. All obligations in this agreement are further subject to approval by the Health Care Financing Administration; if ODHS receives notice that the agreement is not approved, this agreement is terminated pursuant to paragraph V.B. below.

V.

GENERAL PROVISIONS

A. Effective Dates

This agreement will become effective on July 1, 1997 and will remain in effect until June 30, 1999, subject to the cancellation provisions contained in this agreement.

B. Termination by Notice

1. This agreement may be terminated by either party upon 30 days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the following persons: if ODADAS is terminating the agreement, to Director, Ohio Department of Human Services, 30 East Broad Street, 32nd Floor, Columbus, Ohio 43266-0423; or, if ODHS intends to terminate the agreement, to Director, Ohio Department of Alcohol and Drug Addiction Services, 280 North High Street, Nationwide Plaza 2, Columbus, Ohio 43215-2539.
2. This agreement may be terminated immediately in the event there is a loss of funding, disapproval by a federal administrative agency, or upon discovery of non-compliance with any federal or state laws, rules or regulations. In the event termination is pursuant to this paragraph B.2., a notice specifying the reasons for termination shall be sent as soon as possible after the termination in accordance with the procedures set forth in Article V., paragraph B.1.

C. Breach and Default

Upon breach or default of any of the provisions, obligations, or duties embodied in this agreement, the parties may exercise any administrative contractual, equitable, or legal remedies available, without limitation. The waiver or any occurrence of breach or default is not waiver of such subsequent occurrences, and the parties retain the right to exercise all remedies mentioned herein.

D. Amendments

This agreement may be modified or amended provided that any such modification or amendment is in writing and is signed by the directors of the agencies. It is agreed, however, that any amendments to laws, rules, or regulations cited herein will result in the correlative modification of this agreement, without the necessity for executing written amendment.

E. Equal Employment Opportunity

In carrying out this Agreement, the ODADAS shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or Vietnam-era veteran status. The ODADAS shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or Vietnam-era veteran status. Such action shall include, but not be limited to the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

The ODADAS agrees to post in conspicuous places, available to employees and applicants for employment,

notices stating that the **ODADAS** complies with all applicable federal and state non-discrimination laws. The **ODADAS** shall, in all solicitations or advertisements for employees placed by or on behalf of the **ODADAS**, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, sexual orientation, Vietnam-era veteran status, disability or age. The **ODADAS** shall incorporate the foregoing requirements of this paragraph in all of its Contracts for any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

F. Confidentiality of Information

The parties agree that they shall not use any information, systems, or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound by the same standards of confidentiality that apply to the employees of either party and the State of Ohio. The terms of this section shall be included in any subcontracts executed by either party for work under this agreement. **ODADAS** specifically agrees to comply with state and federal confidentiality laws and regulations applicable to the programs under which this agreement is funded which include, but are not limited to Section 2.31 of P.L. 93-282 and 42 CFR, Part 2. **ODADAS** is responsible for obtaining copies of all **ODHS** rules governing confidentiality and for assuring compliance with the rules by employees and contractors of **ODADAS**.

G. Compliance with Federal and State Laws, Rules and Regulations

ODADAS agrees to comply with all federal and state laws, rules, regulations, and auditing standards which are applicable to the performance of this agreement.

H. Partial Invalidity

A judicial or administrative finding, order, or decision that any part of this agreement is illegal or invalid shall not invalidate the remainder of the agreement.

I. Records Retention

All records relating to costs, work performed and supporting documentation for invoices submitted to **ODHS** by **ODADAS** along with copies of all deliverables submitted to **ODHS** pursuant to this agreement shall be retained and made available by **ODADAS** for audit by the State of Ohio (including, but not limited to **ODHS**, the Auditor of State of Ohio, Inspector General or duly authorized law enforcement officials) and agencies of the United States government for a minimum of six years after final payment under this agreement. If an audit is initiated during this time period, **ODADAS** shall retain such records until the audit is concluded and all issues resolved.

J. Audit Exceptions

1. **ODHS** shall be responsible for receiving, replying to, and arranging compliance with any audit exception found by any state or federal audit of this Agreement as it pertains to federal or **ODHS** funding of the Agreement. **ODHS** shall timely notify **ODADAS** of any adverse findings which allegedly are the fault of **ODADAS**. Upon receipt of notification by **ODHS**, **ODADAS** shall fully cooperate with **ODHS** and timely prepare and send to **ODHS** its written response to the audit exception.
2. **ODADAS** shall be liable for any audit exception that results solely from its acts or omissions in the performance of this agreement. **ODHS** shall be liable for any audit exception that results solely from its acts or omissions in the performance of this agreement. In the event that the audit exception result from the acts or omissions of both **ODHS** and **ODADAS**, then the financial liability for the audit exception shall be shared by the parties in proportion to their relative fault. In the event of a dispute concerning the allocation of financial liability for audit exceptions, the parties agree that the dispute shall be referred to the Office of the Governor for a final, binding determination which allocates financial liability.

3. For the purpose of this section, the term "audit exception", shall include federal disallowances and deferrals.

K. Liability Requirements (other than audit)

To the extent allowable by law, agency agrees to hold the other agency harmless from liability, suits, losses, judgments, damages or other demands brought as a result of its actions or omissions in performance of this agreement. However, in the event that an agency is subject to liability, suits, losses, judgments, damages or other demands which are due to the acts or omissions of the other agency, the other agency will not be held harmless.

L. Resolution of Disputes

The agencies agree that the directors of the agencies shall resolve any disputes between the agencies concerning responsibilities under or performance of any of the terms of this agreement. In the event the directors cannot agree to an appropriate resolution to the disputes they shall be referred to the Office of the Governor for a final, binding determination resolving the dispute.

M. Expenditure Forecast

ODADAS must submit on a quarterly basis a two **year** estimate of their anticipated expenditures. Sixty days prior to the start of a quarter, **ODADAS** must give **ODHS** a monthly estimate for that quarter and a quarterly estimate for the next seven quarters. Failure to submit on a quarterly basis the two-year projection will result in reimbursement being withheld for that quarter.

N. Child Support Enforcement

ODADAS agrees to cooperate with **ODHS** and any Ohio Child Support Enforcement Agency (**CSEA**) in ensuring employees of **ODADAS** meet child support obligations established under state law. Further, by executing this agreement, **ODADAS** certifies present and future compliance with any court order for the withholding of support which is issued pursuant to sections 3113.21 to 3113.217 of the Ohio Revised Code.

O. Drug-Free Workplace

By executing this agreement, **ODADAS** certifies and affirms that, as applicable to the **ODADAS**, any subcontractor and/or independent contractor, including all field staff) associated with the project agree to comply with all applicable state and federal laws regarding a drug-free workplace. The **ODADAS** shall make a good faith effort to ensure that all **ODADAS** employees, while working on State, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

P. Public Assistance Work Program Participants

By executing this agreement, **ODADAS** agrees to cooperate with **ODHS** and each County Department of Human Services in providing employment and other work opportunities for recipients of assistance under Chapter 5107 of the Revised Code and recipients of food stamps who are required by law to obtain employment or participate in a work program activity.

Q. Medicaid Provider Agreement

ODADAS must retain on file the Medicaid Provider Agreement for each eligible provider of Medicaid covered alcohol and drug addiction treatment services. The Provider Agreement shall contain the federal identification number.

R. Duplicate Billing

Services claimed for reimbursement under any other federal program cannot be charged to Title XIX. This

exclusion does not apply to persons eligible for Medicare Crossover. An alcohol and other drug addiction program or subcontractor cannot be reimbursed by ODHS for services reimbursed by ODADAS under provisions of this contract.

S. Prior Interagency Agreements

The agencies agree that to the extent they have entered into interagency agreements which conflict with the services, duties or responsibilities hereunder, such interagency agreements are terminated effective upon the date this agreement is executed.

T. Entirety of Agreement

All terms and conditions of this agreement are embodied herein. No other terms and conditions will be considered a part of this agreement unless expressly agreed upon in writing and signed by both parties.

APPROVED BY:

[Redacted signature]

ARNOLD R. TOMPKINS
Director
Ohio Department of Human Services
30 East Broad Street, 32nd Floor
Columbus, Ohio 43266-0423

[Redacted signature]

LUCILLE FLEMING
Director
Ohio Department of Alcohol and Drug Addiction Services
280 North High Street, Nationwide Plaza 2
Columbus, Ohio 43215-2539

DATE: 7/8/97

DATE: JULY 3, 1997