



## Promoting wellness and recovery

John R. Kasich, Governor • Tracy J. Plouck, Director • 30 E. Broad St. • Columbus, OH 43215 • (614) 466-2596 • mha.ohio.gov

### **RSS Quality Payment to Eligible Operators**

#### **Program Participant Agreement**

OhioMHAS has made a commitment to improve the Residential State Supplement (RSS) program by increasing the quality of life for RSS recipients, as well as the quality of the living environment to which they reside. As part of this commitment, the Department has created the RSS Quality Payment initiative for Fiscal Year 2014 - 15. The intent of the *RSS Quality Payment* is to provide ancillary payments directly to operators of those facilities that house residents receiving RSS in order to enhance the quality of care of the living environment for all residents.

This PROGRAM PARTICIPANT AGREEMENT (RSS Quality Payment) is for July 1, 2014 through June 30, 2015 between the Ohio Department of Mental Health and Addiction Services (OhioMHAS) and \_\_\_\_\_ (***Name of facility operator***) to ensure that enhancements to quality environment and quality of life for RSS and Non-RSS residents are supported through expenditure of these funds. By signing this form, the operator receiving the RSS Quality Payment agrees to the following:

1. Operator must have a current and valid license with OhioMHAS or the Ohio Department of Health (ODH), i.e., no order to deny, revoke, or refuse to renew the facility's license has been issued; no order suspending admission of residents has been ordered pursuant to; and there is no pending civil penalty.
2. Operator understands that funds will be transferred through the OAKS Vendor system on a quarterly basis. Funds are based upon the number of RSS individuals residing in the facility for each month of the payment quarter.
3. Operator will participate if managing living arrangements which house residents with RSS. Eligible living arrangements are those allowed by division (D)(1) of Section 5119.41 of the Ohio Revised Code and include:
  - Adult Care Facilities (includes Adult Family & Group Homes) licensed by OhioMHAS;
  - Adult Foster Homes licensed by OhioMHAS; and
  - Residential Care Facilities/Assisted Living (licensed by ODH).
4. Operator agrees that funding was expended on allowable activities, which include:
  - Appropriate staffing augmentation in addition to licensure requirements;
  - Internal and external items that improve space where residents live and engage in activities on a daily basis;
  - Items that fulfill OAC 5122-33-22 Space, Equipment, Safety and Sanitation requirements
    - Home furnishings (beds, furniture, exercise equipment)
    - Cosmetic home improvements (painting, flooring, kitchen and bath upgrades, enhanced outdoor areas, increased safety features)
    - Extermination items that promote remediation of pests, e.g., bed bugs

- Activities that promote community integration, which may include:
    - Transportation costs (bus passes, gas, and insurance) associated with community integration activities
    - Community activities with peer support specialists, peer supporters, recovery coaches, and/or consumer operated centers.
5. Funds have NOT been used to supplement or supplant those services that are intended to be paid for by RSS. OAC 5122-36-04 lists the responsibilities of the living arrangement for RSS residents as accommodations, supervision, and personal care services.
  6. Operator agrees that Department can perform inspections or audits of receipts for items purchased.
  7. Funding is for the benefit of all residents and operator may be asked to produce proof of how funding was expended.
  8. MHAS will seek repayment of funds if:
    - Funding is utilized for RSS covered services
    - Funding is received for a resident who is NOT RSS or who is no longer residing in facility

**Terms and Conditions:**

- a. This Agreement shall be construed in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement or performance hereunder.
- b. This Agreement may not be modified except in a writing signed by authorized representatives of the parties.
- c. Operator warrants that it is not subject to an unresolved finding for recovery under Ohio Revised Code § 9.24. If the warranty is deemed to be false on the date the parties sign this Agreement, this Agreement is void *ab initio* and Operator shall immediately repay any funds paid under this Agreement.
- d. Operator hereby certifies that no applicable party(s) or their spouses listed in § 3517.13 of the Ohio Revised Code has made one or more campaign contributions in excess of the amounts specified therein.
- e. None of the rights, duties or obligations in this Agreement will be binding on OhioMHAS until all of the following conditions have been met: all statutory provisions under Ohio Revised Code, including § 126.07, have been met; and all necessary funds are made available by the appropriate state agencies.
- f. In carrying out this Agreement, Operator may not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, disability, age, genetic information or military status (“protected status”). Operator will ensure that all applicants are hired and all employees treated without regard to protected status.
- g. Operator certifies that s/he will abide by Ohio’s ethics laws as codified in Ohio Revised Code Chapters 102 and 2921, as interpreted by the courts of the State and by the opinions of the Ohio Ethics Commission.

*I hereby declare, certify and affirm that I agree to participate in the RSS Quality Payment Program and utilize the program funds according to the above terms and conditions.*

Printed Name	Signature	Date
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