

11. Reimbursement will be made and is subject to the availability of public matching funds. For this Agreement, public funds are defined as those funds received or collected under the color of public office and include such sources as Mental Health state subsidy and local levy. Public funds do not include such sources as donated funds. Federal funds are also not eligible for matching expenditure reimbursed through this Agreement. In the event that the above mentioned public funds are not available, reimbursement will not be made. For the purpose of any subsequent review or audit, the Board shall maintain financial records sufficient to document that CMH Medicaid services are paid according to the requirements of this Agreement and expended from eligible public matching funds.

12. The Board will be reimbursed for CMH Crossover expenditures. Reimbursement will be made at the appropriate FFP of the amount approved by the Ohio Department of Human Services for the claims crossed over from Medicare. The Board shall certify the availability of appropriate match by fund source at the end of the fiscal year in Exhibit C of this Agreement.

13. The Board shall cooperate with the Ohio Department of Mental Health and CMH agencies that are certified by the Ohio Department of Mental Health by entering into direct agreements. In lieu of a direct agreement, the Board may assist the certified CMH agency in a Sub-Agency Agreement with an existing agency with a Medicaid Agreement, to provide mental health services to eligible recipients in Ohio's Medical Assistance Program if all three parties voluntarily agree to a sub-agency arrangement.

14. The Board shall cooperate with ODMH, and governmental entities which receive nonfederal public funds and are certified by the Ohio Department of Mental Health, by entering into direct agreements with such governmental entities. Such governmental entities must certify that sufficient state and/or local public funds not otherwise encumbered are committed to match Title XIX funds.

15. The Board shall inform CMH agencies eligible for Medicaid participation pursuant to rule 5101:3-30-01 of the Administrative Code, to cooperate with Health Insurance Corporations (HICs) or similar entities which enter into contracts with ODHS to provide medical care on a risk basis to eligible consumers participating in Ohio's Medical Assistance programs as set forth in Chapters 5101:3-26 and 5101:3-36 of the Administrative Code. The scope of that cooperation shall include but not be limited to those matters pertaining to:
 1. Service delivery protocols
 2. Quality assurance
 3. Utilization review
 4. Record keeping and reporting

16. The Board shall ensure the provision of independent audits on all participating CMH agencies. These audits must be conducted in accordance with ODMH Financial and Compliance Audit Guidelines.

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17. The Board shall be responsible for receiving, replying to, and/or complying with any audit exception by appropriate State, Federal, or independent audit directly related to the provision of this Agreement. The Board agrees to pay the full amount of any liability resulting from said audit exceptions unless the audit exception was a direct result of the actions or omissions of the Ohio Department of Mental Health.
18. The Board shall not knowingly alter, falsify, destroy, conceal, or remove any records that are necessary to fully disclose the nature of all goods and services claimed and all income and expenditures upon which rates of reimbursement are received under the Medicaid Program.

The Board shall retain all records relating to costs, work performed and supporting documentation for invoices submitted to ODHS by ODMH along with copies of all deliverables submitted to ODHS pursuant to this Agreement for a minimum of six years after final payment under this Agreement. If an audit is initiated during this time period, the Board shall retain all records until the audit is concluded and all issues resolved. All records shall be made available by the Board for audit by the State of Ohio (including, but not limited to: ODHS, the Auditor of State of Ohio, Inspector General, ODMH, or duly authorized law enforcement officials) and agencies of the United States government for the minimum of six years after final payment of the agreement. The records shall document the service type and in the case of partial hospitalization, shall document the service as a separate, identifiable, organized unit. All records shall include, but not be limited to:

- a. Recipient information
- b. Description of discrete components for each service contact
 1. Date and time of day of service
 2. Duration of service
 3. Site of Service, if other than the site certified
 4. A narrative description of the mental health interventions of the service.
 5. Other progress note requirements contained in Section 5122-27-04 (I) of the Ohio Administrative Code.
 6. Signature and discipline of direct care staff providing the service.

The duration of the service must be exact when noted in the Individualized Client Record. For billing purposes, hour based services must be rounded to the nearest one tenth of a unit (i.e., six minutes).

19. The Board shall complete an annual desk review of cost reports submitted by all participating CMH agencies, and ensure that costs are consistent with costs identified through the independent audits referenced in Term No. 16 above. The Board shall document all reconciliations for CMH agencies whose billing rates exceeded their actual cost of services. The Board shall ensure that CMH agencies file cost reports with the

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ODMH through the Board within one-hundred and eighty days (180) of the close of the State Fiscal Year.

20. The Board agrees to complete Exhibit F and Exhibit F is made a part of this Agreement.
21. In addition to the Independent audit, the Board shall annually review a CMH agency's clinical records reflecting Community Medicaid Mental Health Services. The Board shall perform an on-site Medicaid Compliance Review of State Fiscal Years 2000 and 2001 Medicaid billings on all CMH agencies with whom the Board holds a Community Medicaid Agreement. The compliance reviews shall be conducted in a manner consistent with the Compliance Review Protocol as identified in Exhibit G of this agreement. The Board shall submit the review summary included in Exhibit G to the Department of Mental Health on or before the first day of October for each year of this Agreement. Exhibit G is hereby incorporated into this Board agreement in full. The authority for carrying out this responsibility is contained in Section 340.03 of the Ohio Revised Code.
22. The Board agrees to designate a Compliance Specialist as described in Exhibit G.
23. Assurances: The undersigned, duly authorized by the Board, hereby assures that:
 - (a) In the performance of this agreement or in the hiring of any employees for the performance of work under this agreement, the Board shall not by reason of race, color, religion, sex, sexual preference, age, handicap, national religion, Vietnam-era veteran's status, or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the agreement relates.
 - (b) The Board agrees to comply with all federal and state laws, rules, regulations, and auditing standards which are applicable to the performance of this agreement.
 - (c) The Board agrees that it 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 confidentiality of all records and patient identification information shall be maintained in accordance with federal and state laws and regulations.
24. The Board further recognizes that no member or employee of the Board shall serve as a member of the Board of any CMH agency with which the Board has entered into an Agreement for the provision of services or facilities. No member of a Community Board shall be an employee of any CMH agency with which the Board has entered into an agreement for the provision of services or facilities. No person shall serve as a member of the Community Board whose spouse, child, parent, brother, sister, grandchild, step-parent, step-child, step-brother, step-sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, serves as the member of the Board of any CMH agency with which the Board has entered into such an agreement.

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25. This Board Agreement with Exhibits constitutes the entire Agreement between the parties and no other prior oral or written communication shall have any force or effect. It is agreed that any term or provision of this Board Agreement may only be changed, added or deleted by means of writing, agreed to and signed by both parties to this Board Agreement. Such writing need not be supported by any further consideration to be binding upon both parties. Either party may terminate this Board Agreement by giving written notice to the other party hereto at least ninety (90) days in advance of the date of termination.
26. The transfer of FFP is not subject to the interest provisions of Ohio Revised Code (ORC) Section 126.12. Therefore, the reimbursement from the ODMH to the Board is not subject to the interest provisions of Ohio Revised Code Section 126.12.
27. ODMH must submit all claims to ODHS 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 by ODHS as a non reimbursable service. Therefore, in order to ensure payment, claims must be submitted to ODMH not later than three-hundred (300) days from the date of service.
28. With respect to CMH agencies with CMH Medicaid Agreements in effect in FY 1999 and which will continue in FY 2000, the Board and such CMH agencies agree to take all necessary action to ensure that the FY 2000 Agreements are in effect July 1, 1999.
29. The Board's signature below constitutes approval of this Agreement, including all Exhibits and Attachments.

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APPROVAL DATE
7/11/99

ODMH - Ohio Department of Mental Health

By: _____ Title Deputy Director Date _____
Donald C. Anderson

Board - Mental Health Board or Alcohol, Drug Addiction and Mental Health Services Board

By: _____ Title _____ Date _____

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**BOARD / CMH AGENCY AGREEMENT
TO PROVIDE COMMUNITY MENTAL HEALTH
MEDICAL ASSISTANCE SERVICES**

MEDICAID NUMBER MC ___ - ___

This Board/Community Mental Health (CMH) Agency Agreement is entered into by and between the _____ ("Board") and _____ ("CMH agency") for the provision and expansion of Community Mental Health ("CMH") Medicaid services to eligible individuals pursuant to Title XIX of the Social Security Act. This Agreement shall be effective the first day of July, 1999 and shall remain in effect until June 30, 2001 except that this Agreement may be extended for a period of two (2) years if agreed to by the Board and the CMH agency.

CMH AGENCY AGREEMENT TERMS

1. This Agreement is entered into pursuant to the Agreement between the Ohio Department of Mental Health and the Board. A copy of that Agreement is hereby incorporated into this Agreement.
2. This Agreement is entered into pursuant to an Interagency Agreement between the Ohio Department of Human Services (ODHS), and the Ohio Department of Mental Health (ODMH). A copy of said Agreement is attached hereto as Exhibit A, and incorporated into this Agreement. A new Interagency Agreement between ODHS and ODMH is pending, and upon completion, shall be incorporated into this Agreement and supersede Exhibit A as a new Exhibit A. In case of conflict between any provision of this Agreement and the new Exhibit A, the new Exhibit A shall be controlling.
3. Chapter 5101:3 - 27, "Community Mental Health Agency Services", of the Ohio Administrative Code is attached hereto as Exhibit J and is made a part of this Agreement. Any subsequent revisions to the Ohio Administrative Code applicable to services covered under this Agreement shall be incorporated into this Agreement as a new Exhibit J. In case of conflict between any provision of this Agreement and the new Exhibit J, the new Exhibit J shall be controlling.
4. The CMH agency may provide services to its residents and residents from other counties when they present for services and process Medicaid claims for all clients to the Board. The billings for clients from out of county will be automatically billed to the Board for the county of residence. The Board(s) shall pay at 100%, valid Medicaid claims for Medicaid reimbursable services provided to residents of the Board's service district (as evidenced by the resident's assignment to the Board's group and plan). All provider organizations which currently have Community Mental Health Medicaid Agreements are referenced in

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the document titled Enrolled Community Mental Health Medicaid Providers, which is incorporated into this Agreement as Exhibit I. Because only Medicaid payments will be made pursuant to this paragraph, and because any payments made pursuant to this paragraph will be paid only to a provider organization which has a Community Mental Health Medicaid Agreement with an ADAMHS/CMH Board and the terms of such Agreements are identical for all Boards, ODMH considers the requirements of ORC 340.03 (A) (6) (a) to be met for any Board making such payments to provider organizations. The Board which holds the Community Mental Health Medicaid Agreement with the provider organization is responsible for the performance of the Board Medicaid Compliance Review, follow-up on the A-133 and agreed upon procedures, audits, the review of budgets, and all other accountability requirements contained in the Community Mental Health Medicaid Agreement and all applicable State and Federal statutes, rules, and guidelines. In cases where a CMH agency serves residents of more than one (1) Board service district, the CMH agency may choose to have an Agreement with only one Board. In such cases, the CMH agency shall use the following criteria in making such decisions: 1. The Board in which the CMH agency is located, or 2. The Board with the greatest amount of projected CMH Medicaid expenditures. The CMH agency shall consult with each of the Boards which meet these criteria in making a determination about with which Board it will establish the Agreement. Nothing in this paragraph precludes a qualified CMH agency from seeking and being awarded a CMH Medicaid Agreement from any Board. Boards which makes payments pursuant to this paragraph shall follow up with the appropriate Board on issues related to service quality, cost-effectiveness, or continuity. The Board conducting the compliance review pursuant to Exhibit G of this Agreement shall ensure that services provided to residents outside of the service district are included in the review.

5. The CMH agency shall adhere to the requirements of the "Guidelines and Operating Principles for Residency Determinations among CMH/ADAS/ADAMHS Boards". A copy of said "Guidelines" is attached hereto as Exhibit H. Please note this remains in draft form and will be finalized prior to July 1, 1999. Any revisions to Exhibit H shall be incorporated into this Agreement as a new Exhibit H. In case of conflict between any provision of this Agreement and the new Exhibit H, the new Exhibit H shall be controlling.
6. Any ODMH certified CMH agency may appeal an adverse determination by the Board and the Board assures that CMH agencies will not experience unnecessary delays in receiving decisions on Agreements from the Board. A CMH agency which has submitted all information to make a decision on an Agreement may appeal a delay as it would an adverse determination. The Board and CMH agency shall adhere to the appeal process and requirements set out below:
 - a. The CMH agency may appeal the adverse determination by providing a written notice to the ODMH Deputy Director for Administrative Services that it wishes to appeal. The notice should be provided not earlier than ten (10) days and not later than sixty (60) days following an action by the Board to deny or terminate the Agreement. The Board may reconsider its action to terminate or deny the

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Agreement at any time prior to, or after the CMH agency submits a notice of appeal.

- b. ODMH must issue its determination on an appeal by a CMH agency not later than forty-five (45) days after receiving the appeal notice.
 - c. ODMH review processes will include provisions for face-to-face meetings with the Board and the CMH agency when ODMH considers such a meeting necessary to conduct a thorough review.
 - d. If ODMH determines that an Agreement should be awarded or not terminated, the Board must award or continue the Agreement.
 - e. If ODMH affirms the denial or termination, it will forward the appeal to ODHS to hold an administrative hearing on the matter, if the CMH agency desires one.
7. The Board and CMH Agency shall participate and cooperate in activities to identify instances of potentially inappropriate service utilization and in the performance of any corrective action necessary.
 8. The CMH agency hereby agrees to be subject to all requirements of all Exhibits attached hereto and/or referenced herein (and any amendments agreements), and all of these Exhibits and amendments thereto are made a part of this Agreement as if fully set forth herein.
 9. The ODMH agrees to purchase and Board agrees to furnish, through participating CMH agencies, the medical assistance services covered under this Agreement provided on or after July 1, 1999. The services will be provided at the stated units of service, as set forth in Exhibit B.
 10. The CMH Agency will be reimbursed on a fee for service basis for honored claims of eligible expenditures. The Board/CMH Agency agrees to follow requirements established by ODMH for submitting claims for reimbursement through the Multi Agency Community Services Information System (MACSIS). Such requirements include provisions that CMH agencies submit claims for reimbursement using the electronic HCFA 1500 as required by MACSIS guidelines. The Board shall make payment in full for Medicaid claims submitted for FFP reimbursement and the Board assures that payment shall be made in full for all submitted claims. The sole exception to this requirement is governmental entities as referenced in Term No. 15 of this Agreement. The Board shall make payment in full of claims for recipients eligible for Children's Health Insurance Programs (CHIP). The projected annual amount of reimbursed Purchased Services under this CMH agency shall be the sum of total Medicaid costs identified in the attached Exhibit B plus any amount paid for out-of-county CMH recipients pursuant to Term No. 4.

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11. The CMH Agency may modify the projected amount referenced in Term No. 10 by submitting a revised Exhibit B and B(2) at any time during the period of this Agreement. Rates identified in a revised Exhibit B(2) shall be effective only upon approval by ODMH.
12. Reimbursement will be made and is subject to the availability of public matching funds. For this Agreement, public funds are defined as those funds received or collected under the color of public office and include such sources as Mental Health state subsidy and local levy. Public funds do not include such sources as donated funds. Federal funds are also not eligible for matching expenditure reimbursed through this Agreement. In the event that the above mentioned public funds are not available, reimbursement will not be made. For the purpose of any subsequent review or audit, the Board shall maintain financial records sufficient to document that CMH Medicaid services are paid according to the requirements of this agreement and expended from eligible public matching funds.
13. The CMH agency will be reimbursed for CMH Crossover expenditures. Reimbursement will be made at the appropriate FFP of the amount approved by the Ohio Department of Human Services for the claims crossed over from Medicare. The Board shall certify the availability of appropriate match by fund source at the end of the fiscal year in Exhibit C of this Agreement.
14. The Board shall cooperate with the Ohio Department of Mental Health and CMH agencies that are certified by the Ohio Department of Mental Health by entering into direct agreements. In lieu of a direct agreement, the Board may assist the certified CMH agency in a Sub-Agency Agreement with an existing agency with a Medicaid Agreement, to provide mental health services to eligible recipients in Ohio's Medical Assistance Program if all three parties voluntarily agree to a sub-agency arrangement.
15. The Board shall cooperate with ODMH, and governmental entities which receive nonfederal public funds and are certified by the Ohio Department of Mental Health, by entering into direct agreements with such governmental entities. Such governmental entities must certify that sufficient state and/or local public funds not otherwise encumbered are committed to match Title XIX funds.
16. The CMH agencies eligible for Medicaid participation pursuant to rule 5101:3-30-01 of the Administrative Code, shall cooperate with Health Insurance Corporations (HICs) or similar entities which enter into contracts with ODHS to provide medical care on a risk basis to eligible consumers participating in Ohio's Medical Assistance programs as set forth in Chapters 5101:3-26 and 5101:3-36 of the Administrative Code. The CMH agency shall be in compliance with the joint plan developed between the Board and HMO's.
17. The CMH agency agrees to ensure the provision of an independent audit. This audit must be conducted in accordance with ODMH Financial and Compliance Audit Guidelines.

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 SUPERVISOR 98-11 EFFECTIVE DATE 1/1/99

18. The CMH agency shall be responsible for receiving, replying to, and/or complying with any audit exception by appropriate Board, State, Federal, or independent audit directly related to the provision of this Agreement. The CMH agency agrees to pay the full amount of any liability resulting from said audit exceptions unless the audit exception was a direct result of the actions or omissions of the Ohio Department of Mental Health.

19. The CMH agency shall not knowingly alter, falsify, destroy, conceal, or remove any records that are necessary to fully disclose the nature of all goods and services claimed and all income and expenditures upon which rates of reimbursement are received under the Medicaid Program.

The CMH agency shall retain all records relating to costs, work performed and supporting documentation for invoices submitted to ODHS by ODMH along with copies of all deliverables submitted to ODHS pursuant to this Agreement for a minimum of six years after final payment under this Agreement. If an audit is initiated during this time period, the CMH agency shall retain all records until the audit is concluded and all issues resolved. All records shall be made available by the CMH agency for audit by the Board and the State of Ohio (including, but not limited to: ODHS, the Auditor of State of Ohio, Inspector General, ODMH, or duly authorized law enforcement officials) and agencies of the United States government for the minimum of six years after final payment of the agreement. The records shall document the service type and in the case of partial hospitalization, shall document the service as a separate, identifiable, organized unit. All records shall include, but not be limited to:

- a. Recipient information
- b. Description of discrete components for each service contact
 1. Date and time of day of service
 2. Duration of service
 3. Site of Service, if other than the site certified
 4. A narrative description of the mental health interventions of the service.
 5. Other progress note requirements contained in Section 5122-27-04 (I) of the Ohio Administrative Code.
 6. Signature and discipline of direct care staff providing the service.

The duration of the service must be exact when noted in the Individualized Client Record. For billing purposes, hour based services must be rounded to the nearest one tenth of a unit (i.e., six minutes).

20. The CMH agency shall maintain at all times an updated list of the individuals providing services by service type.

21. The CMH agency shall submit annual cost reports documenting actual expenses to the Board for review and reconciliation against the amount reimbursed based upon fee for service prospective rates. Said cost reports are to be sent through the Board to ODMH within one-hundred eighty (180) days of the close of the fiscal year.

TO: 09-009
SUBJECT: _____