

22. The CMH agency agrees to complete Exhibit F and Exhibit F is made a part of this Agreement.
23. The CMH agency agrees to cooperate with the Board in the Board's annual review of the CMH agency's clinical records reflecting Community Medicaid Mental Health Services. The Board shall perform on-site Medicaid Compliance Reviews for each fiscal year of this agreement. The compliance review shall be conducted in a manner consistent with the Compliance Review Protocol as identified in Exhibit G of this agreement.
24. Assurances: The undersigned, duly authorized by the CMH agency, 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 CMH agency 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 CMH agency 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 CMH agency 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.
25. The CMH agency further recognizes that no member or employee of a 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.
26. This CMH agency 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 CMH agency Agreement may only be changed, added or deleted by means of writing, agreed to and signed by both parties to this CMH agency Agreement. Such writing need not be supported by any further consideration to be binding upon both parties. Either party may terminate this CMH agency Agreement by

TN No. 99-009 APPROVED DATE _____
 SUPERSEDES _____
 _____ 98-11 _____ 7/1/99

giving written notice to the other party hereto at least ninety (90) days in advance of the date of termination.

- 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 CMH agency's signature below constitutes approval of this Agreement, including all Exhibits and Attachments.

Board – Mental Health Board, Alcohol, Drug Addiction and Mental Health Service Board

By: _____ Title _____ Date _____

CMH Agency

By: _____ Title _____ Date _____

TR No. 99-009 APPROVAL DATE _____
 SUPERSEDES
 TR No. 98-11 APPROVAL DATE 7/1/99

to the
INTERAGENCY AGREEMENT

between

THE OHIO DEPARTMENT OF HUMAN SERVICES

and

THE OHIO DEPARTMENT OF MENTAL HEALTH

This Amendment is made between the Ohio Department of Human Services, hereinafter referred to as ODHS, and the Ohio Department of Mental Health, hereinafter referred to as ODMH to add certain terms to the Agreement between ODHS and ODMH.

The ODHS and the ODMH hereby agree to add the following to the amendment:

Preadmission Screening:

For the period April 1, 1989 through June 30, 1989 the ODMH will invoice ODHS on at least a quarterly basis through an InterState Transfer Voucher (ISTV) for \$355 for each Level II Screen, a preadmission requirement mandated by the 1987 Omnibus Budget Reconciliation Act. For this period, the ODHS will reimburse ODMH the total amount billed on the ISTV (State and federal).

~~Requests--by--community--mental--health--boards--for--neurological--evaluations--and--CAT/NMR--procedures--must--be--prior--authorized--in--writing--by--the--ODMH--medical--director.---Neurological--evaluations--will--be--reimbursed--at--a--rate--of--\$200--per--evaluation--and--CAT--or--NMR--procedures--at--\$800--per--procedure.~~

From July 1, 1989 and thereafter, ODHS will pass through to ODMH the 75 percent federal share of the total amount billed, since the State share for Level II Screening will then be appropriated to the ODMH.

See Enclosure 1

~~ODMH--will--implement--its--own--record--keeping--system.---Any--disallowance--due--to--inadequate--record--keeping--after--June--30--1989--will--be--the--responsibility--of--the--ODMH--in--regard--to--fiscal--accountability--for--billing--for--Level--II--Screens:~~

Each and every paragraph and part of the original contract not modified by this addendum remains in full force and effect.

STATE OF OHIO
DEPARTMENT OF
HUMAN SERVICES


PATRICIA K. BARRY, DIRECTOR

6/12/89
Date

MS 89-17
SUPERSEDES
MS NEW

APPROVAL DATE 3-14-91
EFFECTIVE DATE 4/1/89

STATE OF OHIO
DEPARTMENT OF
MENTAL HEALTH


PAMELA S. HYDE, DIRECTOR

6/2/89
Date

Enclosure I

ODHS will reconcile cost for services performed between April 1, 1989 and December 31, 1990, based on a cost settled rate. The cost settlement rate will be based on the 95th percentile of actual costs of services performed between July 1, 1991, and June 30, 1992, and reduced by a factor reflecting the average increase in the Consumer Price Index (Medical Care, Professional Services component) for 1989, 1990 and the first 6 months of 1991 so as to reflect assumed inflationary increases between January 1, 1989 and December 31, 1990.

Effective January 1, 1991, the ODMH will begin paying agencies an interim prospective unit rate multiplied by the estimated number of hours required to complete an average assessment and the types of professional staff required, travel time, and associated administrative expenses. ODMH will cost settle the period January 1, 1991 through June 30, 1991 based on a cost-settled rate. This cost-settled rate will also be based on the 95th percile of the actual costs of services performed between July 1, 1991 and June 30, 1992 reduced by a factor reflecting the increase in the Consumer Price Index (Medical Care, Professional Services component) for the first 6 months of 1991.

Effective July 1, 1991, ODMH will continue to pay agencies an interim prospective unit rate but assessment agencies will begin to track actual costs and the number of units (hour) spent conducting each face-to-face assessment (PAS, IRR, ARR). Allowable costs will be based on OMB Circular A-87.

For services performed after July 1, 1991, ODMH will annually reconcile the interim unit rate paid out against each agency's actual unit costs based on the total reported costs divided by the number of units required. ODMH shall establish a rate ceiling based on the 95th percentile of the hourly unit costs reported to ODMH. Retrospective cost settlement will be based on the lesser of actual costs or the rate ceiling. ODMH shall report the reconciliation findings to ODHS with adjustment to the amount transferred to ODMH addressed in a future transfer of funds.

TNS# 89-17
SUPERSEDES
TNS# NEW

APPROVAL DATE 3-14-91
EFFECTIVE DATE 4-1-89