

**Fairfield County Alcohol, Drug, Addiction, and Mental Health Board  
SFY 2019 Network of Care Contract**

**Article 1. Preliminary Recitals**

**1.1 Parties.** This agreement (“Contract”) is by and between the Fairfield Alcohol, Drug Addiction and Mental Health Board, 108 W. Main Street - Suite A, Lancaster, Ohio 43130, (hereinafter “ADAMH Board”) and Agency Name, Address, City, State, Zip (hereinafter “Provider”).

**1.2 Governing Statutes, Rules & Authority.** The ADAMH Board exists to plan, fund, and monitor public alcohol, mental health, and drug addiction services in Fairfield County. ADAMH Boards were created pursuant to the Mental Health Act of 1988 (Senate Bill 156) and the Alcohol and Drug Addiction Services Act (House Bill 317). The statute that governs the creation, authority and activities of ADAMH Boards is in Chapter 340 of the Ohio Revised Code (ORC) and as it may be amended from time to time. Other portions of the ORC are particularly relevant: 5101 (Ohio Department of Job and Family Services - sections pertaining to state Medicaid laws), 5119 (Ohio Department of Mental Health and Addiction Services), and 5122 (Hospitalization of the Mentally Ill). The ADAMH Board is also subject to other federal, state, and local laws and the Ohio Administrative Code.

**1.3 Term.** This Contract shall be effective on the 1<sup>st</sup> day of July 2018 and shall terminate on the 30<sup>th</sup> day of June, 2019.

**1.4 Contract Limit.** Total Payment by the ADAMH Board for the services rendered by Provider will not exceed a total of \$ \_\_\_\_\_ for the contract period.

**1.5 Notices.** All notices, requests and approvals shall be made in writing and shall be deemed to have been properly given if and when personally delivered or sent, postage prepaid, by certified mail:

TO: FAIRFIELD COUNTY ADAMH BOARD  
c/o Rhonda A. Myers, Executive Director  
108 W. Main Street, Suite A  
Lancaster, Ohio 43130

TO: AGENCY NAME  
c/o Name, Executive Director  
Address  
City, State Zip

**Article 2. Definitions**

**2.1 Professional Services Plan** means the Provider’s annual Service plan as defined in O.A.C. 5122-26-09(A) or its equivalent approved by the ADAMH Board.

**2.2 Applicable Law** means those federal, state and local laws and regulations which govern the conduct of the parties to this Contract.

**2.3 Applicable Requirements** includes all of the following to the extent that any of these requirements govern the conduct of the parties to this Contract:

2.3.1. Applicable Law,

2.3.2 Officially promulgated and adopted rules and standards from OMHAS which requires compliance by Providers,

2.3.3 The most recent Fairfield County Community Plan as approved by OMHAS is provided either in hard copy or with web link in Attachment 1.

2.3.4 The requirements of this Contract.

**2.4 CCO** means a chief clinical officer who meets the requirements of O.R.C. 5122.01(K).

**2.5 Claim** means a bill for Mental Health and/or Alcohol & Drug Addiction Services submitted in an electronic format in accordance with applicable Great Office System Helper, hereafter referred to as GOSH, requirements.

**2.6 Client** means a person required to be served under this Contract.

**2.7 Contract** shall mean this agreement and any and all attachments.

**2.8 CPT Codes** refers to 5-digit codes for Current Procedural Terminology as developed and maintained by the American Medical Association. In 1983 CPT codes were to be used for all Medicare billing. Beginning January 1, 2018, they will be used for billing all behavioral health services in Ohio. All CPT Codes associated with a service category in the appendix (counseling, assessment, psychiatry, case management, etc.) will be accepted when an agency bills that particular service code to the Board.

**2.9 GOSH** – Great Office System Helper.

**2.10 Material includes, but is not necessarily limited to,** a substantial change in any of the following:

2.10.1 The quality of services required to be provided under this Contract as approved by the ADAMH Board and a majority of its provider network.

2.10.2 The quantity, scope or duration of such services.

2.10.3 The ability of a client to access such services

2.10.4 Reallocation of Board funding of 5% or up to \$5,000 between line items within a program budget or between service procedure codes within a program is permitted excluding between treatment and prevention without prior approval of the Board. Reallocation of dedicated grant funds is prohibited. Please consult Appendix A for reallocation procedures.

2.10.5 Corporate business structure or administration which significantly affects the Provider's ability to carry out its duties under this Contract or applicable requirements.

- 2.11 O.A.C.** refers to the Ohio Administrative Code and any amendment made effective during the term of this Contract.
- 2.12 ODJFS** refers to the Ohio Department of Jobs & Family Services.
- 2.13 OMHAS** refers to the Ohio Department of Mental Health and Addiction Services.
- 2.14 OMHAS Assurances** Agency agrees to abide by terms of current ODMH/ODADAS/OMHAS Board Assurance Statements or any updates, based upon the agency's state certifications and source(s) of funding received. (See Contract Addendum.)
- 2.15 O.R.C.** refers to the Ohio Revised Code and any amendment effective during the term of this Contract.
- 2.16 Publicly funded** means funded in whole or in part by any funds administered by the ADAMH Board from Federal, State or Local governmental sources or from local levy or match paid by another public entity. This contract excludes Medicaid funding.
- 2.17 Outcome Reports** means the agreement between the ADAMH Board and the Provider which is Attachment 4.
- 2.18 Subcontract** shall mean any agreement, other than an employment agreement between the Provider and any other person, corporation or other entity under which such person, corporation or other entity is obligated to perform client services which are required to be performed by the Provider under this Contract.

### **Article 3 Requirements Applicable to the Parties**

- 3.1 General Requirements.** The parties shall perform their respective duties under this Contract in accordance with applicable requirements. The duties to be provided by Provider under this Contract are set forth in the attachments and exhibits, attached hereto and incorporated herein.
- 3.2 Coordination of Services.** The parties shall work together coordinating the development of services and service delivery with other ADAMH Board Network of Care Contract agencies that serve residents of Fairfield County.
- 3.2.1 ADAMH Board funds can be used as match funds when applying for resources from alternate funding sources for mental health or addiction related services that will be provided to Fairfield County residents only with the advanced approval of the ADAMH Board.
- 3.2.2 Notifying the ADAMH Board within 10 working days of contracting with alternate funding sources for resources for mental health or addiction related services that will be provided to Fairfield County residents. Additional non-Board funds will not reduce the value of this contract as long as the additional non-Board funds are used for new or increased services not covered under this contract.
- 3.3 Alternative Funding Sources.** The Provider shall make reasonable efforts to identify and obtain other available Federal, State, Local and private funds that the Provider may be

eligible for and to cooperate with the ADAMH Board for any such funding that ADAMH identifies. The ADAMH Board shall take reasonable steps to assist the Provider in such efforts upon request by the Provider. The Provider is prohibited from billing ADAMH and a duplicate source such as Medicaid or Medicare which would essentially mean that the ADAMH Board is supplementing these Federal and State Programs.

**3.4 HIPAA Compliance.** The parties shall cooperate in operationalizing requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), HITECH, and all other applicable state and federal privacy and confidentiality requirements. Each party shall take necessary reasonable steps to comply with HIPAA requirements, including the following:

3.4.1 If one of the parties agrees to use or disclose protected health information on behalf of the other party, both parties will enter into a business associate agreement prior to such use or disclosure. The elements of such agreements shall conform to HIPAA requirements.

3.4.2 The parties shall cooperate in determining how information will be transmitted to conform with requirements related to electronic data interchange (EDI). If necessary, the parties will enter into a Trading Partner Agreement which defines the duties of the parties for EDI transmissions.

3.4.3 The parties shall cooperate assessing joint security issues in order to allow the parties to conform to security requirements. If necessary, the parties will enter into appropriate agreements in accordance with HIPAA requirements which will address joint security issues.

**3.5 Conflicts of Interest.** The parties agree that conflicts of interest and additional agreements and/or contracts by either party, which in any way may impact either party's performance of this contract, will be presented with the agreement prior to any work being completed on any said project that involves an employee or Board Member of each party. If any employee or Board member of either party is conducting work for the other party, each party shall be given 30 days prior written notice. See also Article VIII.

#### **Article 4. General Service Requirements**

**4.1 Scope.** The requirements of this Contract apply to all services which are purchased by ADAMH Board as provided in this Contract.

**4.2 Services and Staff.** The Provider shall deliver the service set forth in the financial appendices in Exhibit A and shall assure that all staff will have adequate training to perform these services in accordance with applicable requirements.

#### **4.3 General Assurances of the Provider Required by OMHAS**

4.3.1 In accordance with the Ohio Revised Code 125.111, the Provider agrees:

- a. In the hiring of employees for the performance of work under the contract, the Provider shall not, by reason of race, color, religion, sex, age, disability or military status as defined in section [4112.01](#) of the Revised Code, national origin, 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 contract relates;

- b. That the Provider, or person acting on behalf of the Provider, in any manner, shall not discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section [4112.01](#) of the Revised Code, national origin, or ancestry.
- c. The Provider will have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section [122.71](#) of the Revised Code. Annually, the Provider shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the department of administrative services.

4.3.2 The Provider shall not discriminate in its employment practices and shall provide services in accordance with Federal and State statutes or regulations concerning nondiscrimination on the basis of race, ethnicity, age, color, religion, sex, national origin, sexual or affectional orientation, disability, economic circumstance, HIV infection, AIDS – related complex or AIDS, and veteran status,

4.3.3 The Provider shall have a plan of affirmative action as required by O.R.C. Chapter 340 which covers groups set forth in O.R.C. 122.71 (E)(I).

4.3.4 The Provider shall maintain compliance with applicable certifications and licensure standards.

4.3.5 The Provider shall develop and implement reasonable policies which require that Services are not denied to a client solely because of behavior which is symptomatic of the illness or condition causing the client to need services under this Contract. Notwithstanding the foregoing, the Provider retains the right to determine its ability to provide services to any client, to make appropriate referrals when it is clinically indicated, and facilitate appropriate linkages.

4.3.6 No client shall be denied service solely because of refusal to accept other services offered by the Provider.

4.3.7 Services shall be provided in the least restrictive, most natural setting which is available and appropriate for the needs of the client.

4.3.8 Services shall be culturally competent and shall respond effectively to:

- a. The individual's needs and values present in all cultures, including, but not limited to, the African-American, Appalachian, Asian, Latin, Hispanic and Native American cultures,
- b. The needs of persons with disabilities, including persons who are hearing impaired,
- c. The needs based on each client's gender and sexual orientation,

- d. The needs based on each client's age.

4.3.9 Prevention and/or treatment services provided under this Contract shall be coordinated with the provision of other services appropriate to the needs of the individual being served.

4.3.10 The Provider shall operate facilities and programs in accordance with applicable requirements relating to client safety.

4.3.11 The Provider shall provide services in a manner which minimizes barriers to care in accordance with applicable requirements.

4.3.12 The Provider shall provide such other assurances as may be required by OMHAS or other Governmental funding sources that are under Board management.

**4.4 No Interruption.** Services and payments shall be provided without significant interruption until termination of the Contract and in accordance with the terms of the Contract except as provided in this Contract.

#### **4.5 Residency eligibility for services**

4.5.1 Residents of Fairfield County, as defined under O.R.C. 5122.01(S), shall be eligible for services of the Provider under this contract.

4.5.2 Emergency/crisis intervention shall be provided based on need without regard to the county of residence of the client. Procedures for providing emergency care and payment for such care shall be in accordance with guidelines from OMHAS.

#### **4.6 Transfer and Termination of Services**

4.6.1 The Provider shall not transfer or terminate services to any client until one of the following has occurred:

- a. Services have been voluntarily terminated,
- b. The treatment or crisis plan has been completed,
- c. Appropriate referrals and linkages have been developed and offered to the client,
- d. A client who is not eligible for Medicaid services has permanently left Fairfield County with the intent to change residence,
- e. A client has died or permanently left the state of Ohio with the intent to change residence.
- f. Provider reserves the right to terminate clients on the basis of refusal to pay fee for services per signed fee agreement, demonstrated lack of treatment readiness as evidenced by the pattern of failed appointments with the understanding that no client who is currently dangerous to self or others is terminated.

4.6.2 The Provider shall seek alternative services for any client who is not making progress and for whom further services from the Provider are not clinically indicated.

The Provider shall not transfer an individual because of lack of progress unless there is adequate documentation of efforts to provide alternative services within programs operated by the Provider and transfer to another Provider is clinically appropriate. Notwithstanding the forgoing, the Provider retains the right to determine its ability to provide services to any client, to make appropriate referrals when it is clinically indicated, and facilitate appropriate linkages.

#### **4.7 Subcontracts**

4.7.1 Services under this contract shall not be subcontracted without prior written approval of the ADAMH Board, subject to such conditions as the ADAMH Board may determine in its sole discretion.

4.7.2 The requirements stated in sections 4.7.1 shall not be applicable to Provider's contracts for professional services from individuals who are providing the services under the control or supervision of the Provider or to services that are not funded by the ADAMH Board.

**4.8 Crisis Intervention and Referral Procedures.** Provider will assure all persons seeking publicly funded services will receive a copy of the Board crisis intervention brochure and is aware of the 24/7 crisis intervention telephone number and availability of the Board funded 24/7 face-to-face crisis intervention services.

**4.9 GOSH Enrollment.** The Provider shall enroll all persons seeking publicly funded services in accordance with the following procedures and in accordance with applicable requirements.

4.9.1 The Provider shall collect all information necessary to enroll an individual in accordance with GOSH requirements. Such information shall be transmitted to the ADAMH Board.

4.9.2 In situations where services being provided to an individual are either emergency or crisis intervention services, the Provider shall put forth all reasonable efforts to collect all information necessary to enroll the individual and/or to process all related claims through GOSH.

4.9.3 The ADAMH Board shall provide the Provider with a unique client identifier upon receipt of information required in section 4.9.2. The Board shall make a reasonable effort to provide UCI numbers within two working days of that receipt.

4.9.4 The ADAMH Board will enter information into GOSH which is required for processing claims. All releases, consents to treatment and other forms which are necessary for enrollment shall be maintained with the Provider.

4.9.5 The Provider shall notify the ADAMH Board when circumstances are such that Provider is aware or has reasonable basis to be aware when any of the following has occurred:

- a. The client has died,
- b. The client has moved to another county or state.

**4.10 Status of Insurance Coverage Accepted by Provider.** Provider will furnish a list of the insurance plans accepted by the Provider to the ADAMH Board and Mental Health America's Designated Service Navigator no later than July 1 of each year. Changes to this list will be transmitted to the Mental Health America's Designated Service Navigator ADAMH Board by the Provider within 10 days of any change.

**4.11 Referral of Clients Who Are Unable to Be Served by Provider.** Provider will refer all prospective clients whose insurance is not accepted by the Provider to 211/Information and Referral.

**4.12 Notice of fund-raising.** The Provider shall notify the ADAMH Board of any significant fund-raising activities in Fairfield County.

## **Article 5 Administration**

**5.1 Provider Autonomy.** The Provider is an independent and self-governing, non-profit corporation and retains the ultimate responsibility for the care and treatment to those to whom services are rendered under this Contract. The ADAMH Board recognizes the Provider as a self-governing, non-profit corporation in carrying out its duties under this Contract. The ADAMH Board recognizes that the Provider has full and sole authority to determine its governing structure and the matters relative to its employees.

The Provider recognizes that the agency is responsible for agency cash flow and revenue to meet the organization's needs. The Provider recognizes it is not within the purview of the ADAMH Board to provide funding in the form of grants or loans to address agency cash flow or loss of revenue. The Provider recognizes that the ADAMH Board is responsible to assure mental health and addiction services, within its financial constraints, are available to Fairfield County residents.

**5.2 Training Technical Assistance and Consultation.** The ADAMH Board shall provide the Provider with training, technical assistance and consultation when such services are reasonably necessary to meet applicable requirements.

**5.3 Required Advertising.** For those services funded by the ADAMH Board, the Provider's letterheads, advertisements, website(s), social media, brochures and other promotional materials shall include a statement that the Provider is an independent Contract agency of the ADAMH Board serving Fairfield County and the ADAMH Board's current logo will be displayed in a prominent place. Provider agrees to display a "Fairfield County ADAMH Network of Care" Provider sign in the lobby or other prominent public location. Provider will forward copies of all materials to the ADAMH Board not less than 5 business days before posting or use. Displays at any kind of event shall include recognition of the ADAMH Board as a funder; the Board will provide such items for the agency's use, if needed.

**5.4 Professional Services Plan.** The Provider shall not make material changes in its services or make changes in its Agency Services Plan or equivalent which materially affect



services under this Contract unless such changes have been approved in advance in writing by the ADAMH Board. Agency will forward a copy of its most recently approved Professional Services Plan to the Board Office with its Contract documentation.

## **Article 6. Information and Reports.**

### **6.1 General Access by ADAMH Board**

6.1.1 The Provider shall provide ADAMH Board with information which is reasonably necessary to permit the ADAMH Board to:

- a. Monitor and evaluate the Provider's compliance with the terms of this Contract,
- b. Conduct its own investigation of any client grievance, and
- c. Perform its duties under applicable requirements.

6.1.2 Except under circumstances listed in Section 6.1.3 information shall be provided by the Provider during ordinary business hours and the ADAMH Board shall provide reasonable prior notice of the time, date and purpose of the visit.

6.1.3 The ADAMH Board may obtain immediate access to information without prior notice, including access to staff, individual client records and client accounts, when such information is reasonably related to allegations of abuse or neglect of a client being investigated in accordance with section 6.4 or to prevent imminent harm to clients. All requests will be channeled through agency administration.

**6.2 Basic Documents.** The Provider shall provide the ADAMH Board with the most recent versions of the following documents:

- 6.2.1 Articles of Incorporation and By-Laws for the Provider with the initial contract between the Board and Provider and within 30 days of any subsequent changes,
- 6.2.2 Evidence of certification and licensing as required under applicable requirements with the initial contract between the Board and Provider and within 30 days of any subsequent changes,
- 6.2.3 Draft Meeting Minutes from the Provider's Governing Board within 60 days of meeting. It is agreed that proprietary and confidential information will be redacted by Provider prior to sending/posting.
- 6.2.4 Quarterly or monthly Agency Financials within 45 days of quarter's or month's end, based upon an agency's public release of information.
- 6.2.5 Quality Improvement Committee Reports within 45 days of the meeting are available onsite at the Provider's agency if requested by the Board. It is agreed that proprietary and confidential information will be redacted by Provider prior to sending/posting.

6.2.6 Professional Services Plan within 45 days of any material change.

**6.3 Format.** Except for information or reports detailed in Section 6.23 and 6.24, including electronic publication on agency website, any information or report which is required under this Contract shall be submitted in the format prescribed or approved by the ADAMH Board.

#### **6.4 Major Unusual Incidents**

6.4.1 The Provider shall conduct and report investigations of MUIs in accordance with applicable State requirements.

6.4.2 The Provider shall ensure that all major unusual incidents (MUIs) for clients enrolled in the Fairfield County plan are reported to the ADAMH Board, in accordance with applicable requirements, within 24 hours or on the next business day after discovery by the Provider of the MUI. Does not apply to the Provider's non-Fairfield County ADAMH clients and purchased services, nor to Provider's employees who are not serving Fairfield County residents.

6.4.3 The ADAMH Board may conduct its own investigation of any MUI, any client grievance alleging abuse or neglect or any client grievance filed with the ADAMH Board.

6.4.4 The Provider shall make reasonable effort to cooperate with the ADAMH Board in implementing action to correct the conditions which have caused or contributed to abuse, neglect or patterns of MUIs.

6.4.5 The Provider shall provide to the ADAMH Board an annual report reviewing all MUIs, including additional follow-up as requested by the ADAMH Board.

**6.5 Notice of Material Changes.** Provider shall provide notice of any material changes to the ADAMH Board in any matters affecting services provided under this Contract.

**6.6 Performance of Service over Contract Year.** Unless otherwise agreed by both parties to this agreement in writing in advance, the services to be rendered pursuant to this agreement will be, more or less, evenly provided to consumers at the service over the course of the entire term of this agreement.

#### **6.7 Quarterly Progress Towards Program Goals and Outcomes Reports.**

A quarterly report described in the agency-specific language will be due to the ADAMH Board on the following schedule:

July 1 – September 30 Progress Towards Program Goals and Outcomes due by October 31

October 1 – December 31 Progress Towards Program Goals and Outcomes due by January 31

January 1 – March 31 Progress Towards Program Goals and Outcomes due by April 30

April 1 – June 30 Progress Towards Program Goals and Outcomes due by July 31

**6.8** To meet Provider reporting requirements, the Board will provide a list of services and the source of funds used to pay for those services. Such list will be provided by January 15 and July 15.

## **Article 7. Evaluation and Accountability**

**7.1 General.** The Provider shall cooperate with the ADAMH Board in all monitoring activities, including, but not limited to program reviews, utilization review, audits and other program/clinical/fiscal monitoring. The parties shall work together cooperatively to comply with the requirements of OMHAS and other funders. Requests for information shall be made in accordance with the requirements of Section 6.1.

### **7.2 Documentation and Records**

7.2.1 The Provider shall keep accurate, current and complete clinical records for each client in accordance with applicable requirements.

7.2.2 The Provider shall provide client and service information to the ADAMH Board in accordance with applicable requirements. Payment for services shall not be made until documentation necessary to support the billing has been provided in accordance with applicable requirements.

7.2.3 The Provider shall adopt a record retention policy in accordance with applicable requirements.

### **7.3 Accounting**

7.3.1 The Provider shall maintain complete and accurate financial records with respect to all undertakings required by this Contract. The Provider is responsible for ensuring that its financial statements are fairly presented in accordance with generally accepted accounting principles, including, but not limited to standards set forth in Financial Accounting Standards Board (FASB) Nos. 116 and 117.

7.3.2 The Provider shall maintain its accounts on an accrual basis.

### **7.4 Audits**

7.4.1 The Provider shall submit to an annual financial compliance audit conducted by an independent certified public accountant in accordance with generally accepted auditing standards.

7.4.2 The audit shall be conducted by a certified public accountant selected by the Provider. The Provider shall pay for all costs associated with the audit.

7.4.3 Due Date

- a. The Audits will be completed within 6 months of the end of the agency's fiscal year and a copy of the Audit shall be promptly provided to the ADAMH Board by the Provider's certified public accountant thereafter. If

this deadline cannot be met, a letter requesting an extension shall be submitted prior to the end of that period for consideration.

7.4.4 In addition to the requirements of this section 7.4 a Provider which expends more than \$750,000 in federal funds shall comply with requirements of 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, as well as the current requirements of OMHAS. The memorandum of understanding shall prohibit the certified public accountant from disclosing any proprietary information to persons or entities other than the parties.

7.4.5 The ADAMH Board may request a meeting with the Provider's independent certified public accountant, whom the Board will be financially responsible for paying, and the Provider, and the ADAMH Board shall arrange such a meeting. A qualified opinion on the financial statements shall be accepted by the ADAMH Board if the ADAMH Board determines that the qualifications do not adversely affect the Provider's ability to perform its obligations under this Contract. In the event the audit contains findings in the Schedule of Findings and Questioned Costs, exceptions, or the event the Provider's records are deemed not auditable, then:

- a. The parties shall immediately arrange an audit conference.
- b. The Provider shall provide a written response within thirty (30) days to the ADAMH Board addressing any and all issues which were identified in the Schedule of Findings and Questioned Costs.
- c. The Provider shall correct deficiencies and submit a Corrective Action Plan (CAP) within thirty (30) days which meets the current requirements of OMHAS and is acceptable to the ADAMH Board.
- d. If the deficiencies are not corrected within thirty (30) days, or an acceptable CAP is not submitted, then the ADAMH Board may resort to the termination procedures set forth in Article 14.

## **7.5 Additional Audits**

7.5.1 If the Provider is required to submit a CAP, the ADAMH Board may require the Provider to submit to a further examination to determine whether the deficiencies have in fact been corrected. Costs of additional audits shall be the responsibility of the Provider.

7.5.2 The Provider shall retain financial records for at least seven (7) years. These records should include payroll, account payables, all financial reports and claims.

## **Article 8. Conflicts of Interest**

**8.1 Prohibition.** No member or employee of the ADAMH Board or prohibited family member of a member or employee of the ADAMH Board shall serve on the board of the Provider.

8.1.1 No member of the ADAMH Board or prohibited family member of a member of the ADAMH Board shall serve as an employee of the Provider.

8.1.2 An employee of the ADAMH Board or a prohibited family member of an employee of the ADAMH Board shall not serve as an employee of the Provider unless;

- a. Full disclosure of the relationship is made to the ADAMH Board and the Provider's Board: and
- b. The ADAMH Board and the Provider Board give written approval.

A. prohibited family member is a spouse, child, parent, brother, sister, grandchild, stepparent, stepchild, stepbrother, stepsister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, or a person who stands in the place of such a family member.

**Recruitment of Clients.** No employee of either party shall recruit clients receiving services under this Contract in their private practices.

## **Article 9. Transition Procedures**

**9.1 Applicability.** This Article 9 shall apply when any service provided under this Contract is terminated for any reason or when this Contract is terminated for any reason including the dissolution or termination of the Provider's business.

**9.2 General Requirement.** The Provider shall work cooperatively with the ADAMH Board to assist in the transition of services and programs as needed to a Provider or Providers designated by the ADAMH Board. Throughout the transition, the parties shall take all steps reasonably necessary for continuity of client care and to protect client interests.

**9.3 Client Records.** To the extent authorized by the client and permitted under applicable law, copies of client records shall be transferred promptly to the designated Provider or Providers. In the event the Provider is ceasing all operations, the Provider shall comply with federal and state record keeping requirements.

## **Article 10. Standards for Rates and Fees**

**10.1 Reimbursement Rate.** The ADAMH Board reimbursement rate for services provided hereunder by Provider will be established by the ADAMH Board. It is the intent of the Board to pay the Medicaid rates and abide by Medicaid guidelines associated with the behavioral health redesign for all services covered by Medicaid. Unit rates for non-Medicaid services are contained in the financial appendix.

**10.2 ADAMH Board Sliding Fee Scale and Provider Fee Schedule.** [Does not apply to the Provider's non-Fairfield County ADAMH clients and purchased services, nor to Provider's employees that are not serving Fairfield County residents.] The Provider shall adopt a fee schedule for services rendered to clients which shall be based on, but not limited to, the cost of service which is independent of what the ADAMH Board will reimburse to the Provider. The fee schedule shall be provided to the ADAMH Board for informational purposes, which fee schedule is attached hereto as Exhibit B, and incorporated herein.

The Sliding Fee Scale shall be established by the ADAMH Board and is attached hereto as Exhibit C, and incorporated herein.

10.2.1 Applicability of Sliding Fee Scale. The Sliding Fee Scale shall be applicable to all services funded by the ADAMH Board for Fairfield County residents. However, the Sliding Fee Scale is prohibited from being used to reduce co-pays when prohibited by law (for example, Medicare, Medicaid). The sliding fee scale may at the ADAMH Board's sole discretion with prior approval of the ADAMH Board Clinical Care Coordinator also be applied to a client's deductible on a case-by-case basis if the Provider has verified in writing that the client does not have funds available in a Health Savings Account and with prior written approval of the ADAMH Board Clinical Care Coordinator or Program Coordinator. The time frame for this to happen is one business week from when all applicable information is received from the Provider. If more urgent response is needed, wrap around funds procedure can be followed for amount of time needed to obtain documentation and follow-up with normal procedure. Provider will request and ADAMH Board will consider individual exceptions to the sliding fee scale for Board purchased services.

10.2.2 Provider will not utilize the Sliding Fee Scale to determine payment for persons being served by Title XX funds, Home-based Intensive Therapy funds and Residential funds.

10.2.3 Daily Co-Pay Maximums. [RESERVED FOR SFY 2020]

10.2.4 Duty to Refund

Any ADAMH funded client for whom the Provider has received client payment, Board fees, etc. in excess of what the client owes for services, will have the overage refunded to the client or other 3<sup>rd</sup> party within 60 days of the Provider recognizing the overpayment.

10.2.5 Service Interruption

In cases of delay or interruption in provision of new or existing programs, Provider shall notify the Board as soon as possible but no later than within 10 business days; funds may be withheld during this delay or interruption of services. This delay or interruption may result in a reduction in the allocated amount based upon performance of outcomes.

### **10.3 Duty to bill**

10.3.1 The Provider shall establish and implement appropriate procedures to recover costs of treatment from clients in accordance with the above required fee schedule.

10.3.2 The Provider shall establish and implement procedures to recover payment from third party payors. ADAMH Board reimbursement will not be requested before the first of the following two events occur: 1) third party payors verify non-coverage or 2) the provider has billed the payment source 3 times for the same service/date over the course of 90 days.

10.3.3 The Provider shall notify and reimburse the ADAMH Board in the event that the Provider receives payment from a third-party payer after receiving payment from the ADAMH Board for the same service.

**10.4 Duty to appeal**

In the event that payment by a third-party payer, including, but not limited to, Medicaid, has been denied and there is a reasonable basis for appeal, the Provider shall either:

10.4.1 Take steps reasonably necessary to perfect and pursue appeals of denial of payment by third party payors or

10.4.2 Provide to the individual or entity filing the appeal, information reasonably necessary to pursue the appeal, to the extent that such information may be released in accordance with applicable requirements.

**10.5 Budget Revision Requests.** The Provider and the ADAMH Board shall work cooperatively to process requests for budget revisions in a timely manner. The Provider shall submit complete and accurate information in writing to support the agency-initiated request no more than one (1) per quarter, and the ADAMH Board shall process requests as soon as possible and within 60 days upon receipt. Budget revision requests for clinical services purchased under this contract must be made no later than July 31, 2019. Please see Appendix A to this contract that describes the contract modification process.

**Article 11 Payments by ADAMH Board**

**11.1 General.** The ADAMH Board shall make payment required under this Contract for services rendered under this Contract.

11.1.1 Unless this Contract specifically provides otherwise, all reimbursements shall be made in full for services actually provided and for which there is appropriate documentation as set forth in this Contract.

11.1.2 The Provider and Board will identify all funding streams that can be billed through GOSH and include relevant codes in the Contract appendices. Agency will seek reimbursement for services through GOSH claims submission process unless otherwise agreed to in writing.

11.1.3 Payment shall be made in accordance with applicable requirements.

11.1.4 The maximum aggregate amount of payment for services under this Contract shall be set forth in Exhibit A, not to exceed the amount set forth in the Article I 1.4 herein.

11.1.5 There shall be no alteration in the amount of payment or the allocation of such payment without prior notice as set forth in Article 15, unless the parties have agreed to such changes in writing.

11.1.6 Invoices and claims for all Contract services for the previous fiscal year must be received by the ADAMH Board no later than August 31 to be considered for payment unless the terms of a state or federal grant indicate alternate specific requirements.

11.1.7 If ADAMH is paying provider on a grant basis, provider will not bill for personnel costs associated with the project in excess of the actual hire and working date of said

personnel.

## **11.2 Payment Schedule**

11.2.1 The Provider must submit electronic claims for services. Payment to the Provider will be made in accordance with applicable requirements after valid claims have been completely processed by the GOSH system.

The ADAMH Board reserves the right to purchase clinical services outside of the GOSH system when it is not feasible to submit claims for services. The Provider shall make clinical notes available for the Board's review upon request for all invoiced services paid for by the Board.

11.2.2 The ADAMH Board and Providers understand that payment will be made promptly, defined as within 30 days of receipt of invoice, unless available cash is insufficient for reimbursement. The ADAMH Board will notify the Provider in the event of substantial delay.

11.2.3 The ADAMH Board cannot process invoices during the Fairfield County Auditor's year-end closure lasting roughly 4 weeks. At the discretion of the ADAMH Board, the Board may pre-pay Provider for services during the year end Fairfield County Auditor closure for cash flow purposes.

## **11.3 Restrictions on Payment**

11.3.1 The ADAMH Board shall not make payment to the Provider in excess of the total Contract amount allocated to the Provider on page 1 of the Contract unless such payment is required under applicable law. The Provider is not required to provide services beyond the limits of this contract as long as the terms of section 4.6.1 have been fulfilled.

11.3.2 If the ADAMH Board has made a determination, based on substantial evidence, that there has been a violation of Article 10 or this Article 11 or Provider has otherwise breached this contract, then the ADAMH Board shall have the right to set off the amount in dispute from future payments which are due under this Contract, subject to dispute resolution sections.

11.3.3 The ADAMH Board shall be the payer of last resort.

11.3.4 No payment shall be made if such payment is not permitted under applicable law. If there is a dispute as to whether a payment is permitted under Federal or State law, the matter shall be submitted to OMHAS, whose decision shall be followed pending the exhaustion of the procedures as set forth in Article 13 and Article 14 or until no further administrative or judicial appeals are permitted through waiver or otherwise.

11.3.5 A payment under this Contract may be suspended if any information or report listed below is not promptly submitted in accordance with terms of this Contract or is not made available for inspection in accordance with terms of this Contract, except that payment may only be suspended until such information is furnished or access to information is permitted:



- a. Accurate billing information. The Board and the Provider will work in good faith and make every effort to mutually accommodate ADAMH funded billing issues associated with the behavioral health redesign implemented January 1, 2018. If the ADAMH Board is unable to process a claim file within the required time frame and it is unable to be determined which billing system, Provider or ADAMH Board, is at fault, the agency may request that the ADAMH Board pay the claim based on the amount of the claim file and reconciliation will be made when the claim file is resolved.
- b. Evidence of insurance as required in Article 12.

11.3.6 No payment shall be withheld unless the ADAMH Board has given the Provider notice of the ADAMH Board's intent to withhold payment and a statement of the reasons for the proposed action. Notice shall be in writing and received by the Provider not less than ten working days prior to the withholding of payments.

11.3.7 No payment shall be withheld if a report or information listed in Section 11.3.5 is not provided because of the ADAMH Board's failure to provide the Provider with information necessary to complete the Provider's reporting responsibilities.

#### **11.4 Loss of Funds**

11.4.1 The ADAMH Board is not required to make reimbursement in full or in part if funds available to the ADAMH Board have been substantially reduced or eliminated. In addition the Provider is not required to provide services to ADAMH Board clients when funds have been substantially reduced or eliminated.

11.4.2 In the event ADAMH Board actually receives notice from a funding source that funding from that source shall be substantially reduced or eliminated, the ADAMH Board shall notify the Provider within seven business days of the funding reduction decision that funds will be decreased or eliminated.

11.4.3 In the event that funds for one or more services or programs are eliminated, the Provider shall continue to provide such service or program until the Provider and ADAMH Board have arranged for alternative services or for a period of sixty (60) days after receipt of the notice required under Section 11.4.2, whichever period is shorter. The ADAMH Board shall pay for services actually provided by the Provider during such period.

#### **11.5 Purchase of Service Payments (POS).**

The ADAMH Board shall purchase services based on units actually provided at a rate which shall not exceed the Reimbursement Unit Rate for each service as defined in this Contract and in accordance with the appendix/appendices in Exhibit A.

#### **11.6 Prepayment of Services**

The ADAMH Board pays contract providers for services provided on a reimbursement basis. That is, the provider bills the Board for services rendered and the Board pays for the services. The Board is not obligated to any contract provider to guarantee advanced program payments but is authorized to consider making prepayments in specific situations. The Board may approve program prepayments when arranged in advance in writing in the Board-Provider Contract.

11.6.1 In some instances, a provider may need to be paid on a prospective basis before the services are rendered. Examples of circumstances include:

- a. It is a new program that requires start-up funds (e.g., materials, new personnel, etc.).
- b. A good or service is being purchased by the provider on behalf of the Board that requires a large outlay of funds to an outside entity (e.g., purchase of detox).

11.6.2 Provider who requests that its services be paid on a prospective basis at the time the Board approves the funding, and the Board agrees, will be paid on a prospective basis. These will specifically be identified in the Agency-Specific Language of this contract.

11.6.3 Program funds may continue to be advanced throughout the contract contingent upon receipt(s) for expenditures of prior advanced funds and evidence of satisfactory program implementation on a case-by-case basis.

11.6.4 The Provider shall be obligated to initiate and return any funds advanced by the Board but not required for the purpose given. For example, if \$X are provided for SFY 2019 wrap around and not all are needed, the remaining funds will be returned to the ADAMH Board no later than August 31 of the following fiscal year or in this example, August 31, 2019.

11.6.5 The maximum amount of a pre-payment will be for up to one quarter (25%) of a program's award amount.

11.6.6 Only ADAMH Board local levy dollars will be used for pre-payment of services.

**11.7 Additional Payments.** If it is determined that funds are available, the ADAMH Board in its sole discretion may consider and render payment for services in excess of allocated amounts stated in the appendices. Requests for additional payments for services will be considered by the ADAMH Board only if all of the following conditions have been met:

11.7.1 Provider has delivered services in excess of the allocated number of units stated in the appendices;

11.7.2 Provider has not received payment from any other source for such excess services;

11.7.3 Provider has submitted appropriate documentation as set forth in this Contract and a written request to the ADAMH Board at the end of the term of this Contract requesting payment for the excess services delivered.

11.7.4 ADAMH Board being in its sole discretion that it has the financial resources available to make the additional payment and/or jeopardize other responsibilities.

**11.8 Prevention Services Payments.** Payment to the Provider for Prevention Services shall be administered in accordance with the following conditions.

11.8.1 Provider must obtain ADAMH Board's approval of its Prevention Services Plan;

11.8.2 The ADAMH Board shall pay the Provider on the basis of pseudo claims submitted for service through GOSH or on a monthly basis outside of GOSH as mutually agreed upon by both parties.; and

11.8.3 Provider shall submit applicable quarterly reports on Prevention Services to the ADAMH Board.

**11.9 Block Grant Payments.** Block grants shall be administered in accordance with the conditions of the grant.

**11.10 Title XX Reimbursement.** The ADAMH Board shall reimburse for Title XX services which are submitted in accordance with applicable requirements.

**11.11 Other Methods of Payments.** The ADAMH Board may make payments through methods other than those listed in this Article 11 with consent of the Provider.

**11.12 Netsmart University.** In consideration of the use of the Netsmart University software, the Provider agrees to be bound by the terms and conditions including, but not limited to intellectual property and matters of confidentiality and ownership which are contained in the Contract between the Fairfield County ADAMH Board and Netsmart University (see Attachment 2).

**11.13 Mental Health First Aid. [Does not apply to the Provider's employees that are not serving Fairfield County residents.]** The Provider will have each non-clinical staff person at the agency participate in Mental Health First Aid Training (MHFA) or Youth Mental Health First Aid (YMHFA) at no cost to the Provider to obtain and maintain MHFA certification. The Provider will submit an invoice for the staff person's time (regularly hourly rate of pay x 8 hours) and a copy of the MHFA Certificate of Completion to the Board for reimbursement within 30 days of the date of training.

**11.14 Clinical Expertise Capacity Development.** The Board may from time to time make other clinical trainings available at no cost to the Provider. Such opportunities will be sent in writing to the Provider explicitly stating the terms of reimbursement offer. The Provider will submit an invoice per the terms of the offer and a copy of the Certificate of Completion to the Board for reimbursement within 30 days of the date of training. Provider will acknowledge the ADAMH Board as funder of the training if subsequent trainings are offered by Provider.

**11.15 Contract Reconciliation.** The Provider and the ADAMH Board will work together in good faith to assure services rendered are paid for and that any underpayments or overpayments are paid to the other party within 60 days of discovery. Irrespective of any such mid-year reconciliation, beginning on November 1<sup>st</sup> of the following fiscal year a final reconciliation will take place and be finalized by December 31<sup>st</sup> and funds will be transferred between the Board and Provider based upon the reconciliation results.

## **Article 12. Insurance**

**12.1 General Liability.** The Provider shall carry comprehensive general liability insurance in an amount of at least \$1,000,000 per occurrence with an annual aggregate limit of at least \$3,000,000.

**12.2 Professional Liability.** The Provider shall carry professional liability insurance providing single limit coverage in an amount of at least \$1,000,000 per occurrence with an annual aggregate limit of at least \$3,000,000.

**12.3 Abuse/Molestation.** The Provider shall carry Abuse/Molestation coverage providing single limit coverage in an amount of at least \$1,000,000 per Occurrence with an annual single limit of at least \$1,000,000.

**12.4 Employers' Liability.** The Provider shall carry employers' liability insurance in an amount of at least \$500,000.

**12.5 Automobile.** The Provider shall insure that there is automobile liability insurance for passenger vehicles for all such vehicles used to transport clients, whether such vehicles are owned by the Provider or its agents or employees with combined single Liability limits of at least equal to the general per occurrence liability limits set forth in section 12.1, above. Hired and non-Owned Auto Liability coverage should be included in the Auto coverage form.

**12.6 Workers' Compensation.** The Provider shall provide evidence of proper worker's compensation coverage.

**12.7 Employee Dishonesty.** It is recommended that the Provider provide coverage against employee dishonesty. In the event that the Provider elects not to provide coverage for employee dishonesty, the Provider shall assume all risk for losses arising from employee dishonesty and the ADAMH Board shall not make any payments to cover losses incurred as a result of employee dishonesty.

**12.8 Other Insurance.** The Provider shall carry Directors and Officers Insurance and Errors and Omissions Insurance. Each type of coverage shall be in an amount of at least \$1,000,000 per occurrence with an annual aggregate limit of at least \$1,000,000.

**12.9 Claims-made Policies.** In the event that the Provider meets any of its obligations under this Article 12 by obtaining a "claims-made" policy, the Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis:

12.8.1 Unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy retroactive date and before the end of the policy period (tail coverage), or

12.8.2 Continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claims-made policy issued for similar coverage while the Provider was under Contract with the ADAMH Board.

**12.10 Additional Insured.** The ADAMH Board shall be named as an additional insured for all insurance coverages required under 12.1 through 12.5 inclusive and the Provider's umbrella policy if one is purchased.

**12.11 Evidence of Coverage.** The Provider shall provide the ADAMH Board with a certificate of insurance evidencing each type of coverage required or provided under this Article 12 and

shall provide the ADAMH Board notice of cancellation or non-renewal of any such coverage within thirty (30) days of the time the Provider receives such notice.

## **Article 13. Dispute Resolution**

### **13.1 General Procedures**

13.1.1 Dispute resolution procedures under this Article 13 shall apply to disputes arising out of the termination, renewal or non-renewal of this Contract, disputes arising out of services or programs covered by this Contract as well as all disputes, claims or disagreements arising from or relating to this Agreement or breach thereof. Disputes arising out of clinical issues which involve client care shall be resolved under Section 13.2. All other disputes shall not be subject to any requirement for dispute resolution under this Contract and may be pursued by the parties under applicable law.

13.1.2 If a dispute subject to this Article 13 arises, then the parties shall meet at least once to resolve the issues prior to the expiration of 60 days.

13.1.3 The parties shall engage in good faith efforts to resolve disputes informally.

13.1.4 If a dispute subject to this Article 13 arises, then either party may require the other party to convene a meeting of the board of directors of the other party to review and discuss the dispute.

13.1.5 If a dispute subject to this Article 13 arises, then if the parties cannot agree informally to a resolution of the dispute, then the matter may be submitted to OMHAS for further proceedings:

- a. Any decision by OMHAS shall be non-binding.
- b. The decision by OMHAS shall be presented to the ADAMH Board and the Provider's board of directors and shall be made a part of the record of any further proceedings, regardless of forum.
- c. In the event that either party rejects the decision of OMHAS, then it shall provide written reasons which shall also be a part of the record of any further proceedings, regardless of forum.

13.1.6 At the conclusion of the review by OMHAS, the ADAMH Board shall make a final decision which is subject to review under O.R.C. Chapter 2506.

- a. Proceedings shall meet due process requirements under Chapter 2506 and the ADAMH Board shall make a record.
- b. Hearing and decision shall be complete not later than 60 days from the date that the non-binding decision is issued by OMHAS.
- c. Nothing in this Section 13.1.6 shall be construed as limiting the rights of the parties to any other available legal remedies.

13.1.7 The status quo shall be maintained during the pendency of the review by OMHAS through final decision by the ADAMH Board.

**13.2 Clinical Disputes.** If a dispute arises concerning clinical issues involving appropriate client care under standards agreed to by the parties, then the ADAMH Board and Provider shall attempt to resolve the matter as follows:

13.2.1 Any dispute regarding clinical issues involving client care shall be initially resolved by the Provider. If the Provider cannot resolve the issues the matter shall be resolved as set forth below in section 13.2.2.

13.2.2 The Executive Directors of the ADAMH Board and Provider shall meet for discussion regarding the dispute. If this does not produce results satisfactory to both parties then the matter shall be resolved as set forth below in section 13.2.3.

13.2.3 The matter shall be referred to a neutral third party selected by agreement of the parties. In the event that the parties cannot agree on a neutral third party, the parties shall request that the Medical Director of OMHAS appoint such neutral third party. Decisions of the neutral third party shall be final and binding.

13.2.4 The ADAMH Board reserves the right to proceed to Section 14.2 if there are multiple clinical disputes with the Provider or if the clinical dispute with the Provider is serious enough to bypass the parameters established under this section.

#### **Article 14. Modification, Renewal and Termination**

**14.1 Modifications.** This Contract, including, without limitation, the term, may be modified exclusively by the mutual consent of the parties in writing.

#### **14.2 Termination**

14.2.1 This Contract may be terminated by the ADAMH Board without the requirement for the 120-day notice referenced in 14.3 herein under any of the following circumstances:

- a. Provider loss of certification and/or license and/or accreditation;
- b. Serious and imminent risk to the health or safety of one or more clients;
- c. Bankruptcy, dissolution, receivership or other court order which effectively removes the Provider from control of services.

14.2.2 This Contract may be terminated by the Provider without the requirement for the 120-day notice referenced in 14.3 if the ADAMH Board fails to make reimbursements as required in this Contract or if there are other material, uncured breaches of duties of the ADAMH Board under this Contract.

### 14.2.3 Procedure

- a. If either party believes that the conditions listed in Sections 14.2.1 or 14.2.2 exist, then the party shall notify the other party in writing of such fact.
- b. Immediately upon such notification, the parties shall arrange a meeting with OMHAS, as appropriate, to review whether conditions warranting termination exist.
- c. If OMHAS agrees that conditions warranting termination exist, then the parties shall cooperate in an immediate transfer of programs and services to an alternative Provider, if applicable. If OMHAS does not agree that conditions warranting expedited termination exist, then the matter will be resolved in accordance with Article 13. For as long as services under this contract continue to be delivered by the Provider, the Provider will be paid for its services.

## 14.3 Proposed Contract Changes

14.3.1 If either party proposes to make changes in the Contract terms, the party desiring to make such changes shall give the other party notice of the proposed changes at least 120 days before the expiration of this Contract. The notice of proposed changes shall conform to the requirements of Section 14.6.

14.3.2 The parties shall engage in good faith efforts to negotiate a new Contract.

14.3.3 In the event the parties are unable to negotiate a new Contract, then either party may give the other notice of non-renewal in accordance with Section 14.4, which notice shall be given as soon as practicable.

14.3.4 In the event a notice of non-renewal is served under these circumstances, then the Contract shall be extended as necessary to provide the other party with 120 days' notice of termination.

**14.4 Non-Renewal.** In the event either party proposes not to renew this Contract for the next fiscal year to begin on July 1<sup>st</sup> of each year, written notice of non-renewal shall be given to the other party at least 120 days prior to the expiration of this Contract.

**14.5 Dispute Resolution.** Any dispute arising under this section shall be subject to the dispute resolution procedure as set forth in Article 13.

## 14.6 Content of 120-day Notice

14.6.1 In the event that either party is required to provide a 120-day notice under applicable Ohio Law, ADAMH Board policies or this Contract, the notice shall include all of the following to be set forth in writing and delivered to the other party:

- a. A summary of the rationale for the proposed Contract change, non-renewal, or termination and
- b. A Summary of the following:

- i. A summary of the nature and approximate scope of the projected change, and
- ii. The approximate timing of the projected change and,
- iii. If relevant, a reasonably approximate estimate of the financial impact of the projected change.

14.6.2 The content of the notice required under Section 14.6.1.b shall be based on information which is reasonably available at the time of the issuance of the notice and may be supplemented by information after the date of the notice.

**14.7 Transition Requirements Continue.** In the event that services are terminated under Section 14.2 the requirements of Article 9 shall remain in full force and effect until the completion of the transition.

**14.8 Automatic Renewal.** In the event neither party provides any of the Notices set forth in this Article on a timely basis then the Contract will renew for another 120 days beginning July 1<sup>st</sup> and ending October 29<sup>th</sup> to allow the parties to wind up their relationship. During any such Automatic Renewal the parties shall be subject to all provisions of this agreement including but not limited to this Article. Nothing in this section precludes either party from mutually agreeing in writing to renew this Contract for an additional one (1) year term.

## **Article 15. Miscellaneous**

**15.1 Attachments and Exhibits.** The attachments and exhibits are hereby incorporated as a part of this Contract. In the event that any section of any attachment or exhibit is inconsistent with any requirement of this Contract, the terms of this Contract shall be binding on the parties.

**15.2 Entire Agreement.** It is acknowledged by the parties hereto that this Contract supersedes any and all previous written or oral agreements between the parties concerning the subject matter of this Contract.

**15.3 Severability.** Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to Article 14 of this Contract.

**15.4 Governing Law.** This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio

**15.5 Captions.** The paragraph captions and headings in this Contract are inserted solely for the convenience of the parties and shall not affect the interpretation or construction of this Contract or any of the terms of this Contract.

**15.6 Waiver.** The waiver of breach of any term of this Contract shall not be interpreted as waiver of any other term of this Contract.



**Article 16. Recovery-Oriented System of Care (ROSC)**

**[RESERVED for SFY 2020]**

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers as of the day and year first above written.

**THE FAIRFIELD COUNTY ADAMH BOARD**

\_\_\_\_\_  
Sheri Perry, Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rhonda A. Myers, Executive Director

\_\_\_\_\_  
Date

**AGENCY NAME**

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
, President

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Fairfield County Assistant Prosecutor

\_\_\_\_\_  
Date

Fairfield County Auditor  
Certification Section 5705.41 (D) ORC:

Signature: \_\_\_\_\_

Amount: \_\_\_\_\_

P.O. #: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix A

### Provider Contract Modification Procedure

(Available for download at [www.fairfielddadamh.org/SFY2019ContractDocuments](http://www.fairfielddadamh.org/SFY2019ContractDocuments))

#### **PURPOSE:**

To describe how the ADAMH Board will process provider requests for contract modifications.

#### **PROCEDURE:**

##### **1. Provider Completion of Contract Modification Request Form.**

Providers who need to request contract modifications during the fiscal year will need to complete the attached Contract Modification Request Form. A copy of the form will be posted on the ADAMH Board website.

##### **2. Provider Submission of Contract Modification Request Form.**

The Provider will e-mail the completed form and attachments for consideration at least 10 days in advance of the scheduled Finance Committee Meeting:

#### To:

David Stretton [dstretton@ohiopps.org](mailto:dstretton@ohiopps.org)  
Patricia Waits. [pwaits@ohiopps.org](mailto:pwaits@ohiopps.org)

#### Copy To:

Rhonda Myers [rhonda@ohiopps.org](mailto:rhonda@ohiopps.org)  
David Stretton [dstretton@ohiopps.org](mailto:dstretton@ohiopps.org)  
Martha Pool [mpool@ohiopps.org](mailto:mpool@ohiopps.org)

A copy of the annual ADAMH Board and Committee Meeting Schedule will be posted on the ADAMH Board website.

##### **3. Board Staff Review of Provider Request for Contract Modification.**

The ADAMH Board Fiscal Officer and ADAMH Board Program Coordinator will facilitate Board Staff review of the request for contract modification, solicit additional information from the agency as needed, and make a recommendation to the appropriate Board Committee(s).

- A. If the amount of change is LESS than 5% between programs or between services within a program, the Fiscal Officer will adjust budget in GOSH.
- B. If the amount of change is MORE than 5% between programs or between services within a program, the Fiscal Officer and the Program Coordinator in consultation with other program staff (Clinical Care Coordinator and Prevention Coordinator) will forward the contract modification request with a recommendation to the Executive Director that the reallocation be approved or not approved. The Executive Director will approve or meet with the Board Team to further discuss. The contract modification will be presented to the appropriate committee(s) with a recommendation from Board staff to approve or not approve.

4. **Review by Committee(s).**

The Board Committee(s) to review the request will depend upon the nature of the request:

A. If a financial issue is involved, the Finance Committee will make a determination based on the financial merit of a request.

B. If a programmatic element is involved, the Mental Health and Addiction Committees will review and make a determination upon the request.

The Committee(s) will make a recommendation to the full Board who will then vote on the contract modification request.

5. **Formal Contract Modification.**

The Board and Provider will document their agreement to the terms of the contract modification by signing a formal contract modification synopsis and signature page (example attached).

**RESPONSIBILITY:**

**Executive Director:** The Executive Director is responsible for the communication and the implementation of this policy.

Provider Contract Modification Request Form

Fairfield County ADAMH Board and \_\_\_\_\_  
SFY 201X Contract Modification #\_\_

This contract modification is proposed for the current contract between the Fairfield County Alcohol, Drug Addiction, and Mental Health (ADAMH) Board and <Agency Name> that covers the period of **07-01-XX to 06-30-XX (the current contract)**. The provisions of the aforementioned contract, addendums, and attachments remain unchanged, except as below noted.

Proposed Modification to \_\_\_\_\_ Program/Population (Modifier Code: \_\_\_\_\_)

A. Proposed Modification

Please describe proposed modification:

B. Rationale for modification

Please describe rationale for modification:

C. Effective date

Please identify the proposed effective date of this modification:

D. Revised Contract Appendix

Please attach a copy of the proposed, revised contract appendix. If it is a grant-based program, a copy of the proposed budget.

E. Total Program/Population Contract Increase/Decrease

Please specify the total increase/decrease to the current program/population as a result of this modification: \$\_\_\_\_\_

F. New Total Contract Not to Exceed Amount

Current Total State Fiscal Year 201X Funds Contract Total Not to Exceed Amount is now \$\_\_\_\_\_

**Except as specifically set forth in this modification request form, all other terms and conditions of the Current Contract shall remain in full force and effect.**

Requested by: <AGENCY NAME>

\_\_\_\_\_  
Signature of Agency Director/CEO (Name and Title)

\_\_\_\_\_  
Date