

COMMUNITY MEDICAID SERVICES AGREEMENT

Between
ADAMH/CMH BOARDS
And
Community Mental Health Agencies

MC_____ - _____

This Agreement is made and effective by and between the

("Board") and _____, ("CMH
AGENCY") for the provision of Community Mental Health ("CMH") Medicaid services to eligible
individuals pursuant to Title XIX of the Social Security Act. This agreement shall be effective July
1, 2007 and automatically renews every July 1 thereafter.

A. GENERAL AGREEMENT TERMS

1. This Agreement is entered into pursuant to the intent and effect of the Interagency Agreement effective September 27, 2005 and its Amendments, or its successor, between the Ohio Department of Mental Health (Department) and the Ohio Department of Job and Family Services (ODJFS). The interagency agreement gives the Department the responsibility to establish requirements for Boards and CMH agencies which provide CMH services to ensure compliance with the provisions of the Interagency Agreement as well as all the requirements of federal or state law or rules governing the Medicaid program.
2. A copy of the Interagency Agreement is posted as Exhibit A on the Department website at <http://www.mh.state.oh.us/medicaid/general/medicaid.index.html> . The Interagency Agreement is incorporated into this Agreement by reference as if fully set out herein. In case of conflict between any provision of this Agreement and Exhibit A, the posted Exhibit A shall be controlling.
3. This Agreement is subject to the provisions of Chapter 5101:3-27, "Community Mental Health Agency Services," and all other applicable Ohio Administrative Code rules. In case of conflict between any provision of this Agreement and Chapter 5101:3-27, as it may be amended, the provisions of OAC Chapter 5101:3-27 shall be controlling.
4. If ODJFS, the Ohio General Assembly, the federal government, or any other source at any time disapproves or ceases to continue funding to the Department for payments due hereunder, this agreement is terminated as of the date funding expires without notice or further obligation.

B. CMH AGENCY RESPONSIBILITIES

1. The CMH agency shall be subject to all requirements of all Exhibits posted at <http://www.mh.state.oh.us/medicaid/general/medicaid.index.html> and/or referenced herein (and any amendments to said Exhibits) and all of these Exhibits and amendments thereto are made part of this agreement as if fully set forth herein. These include:

- FY 06 Interagency Agreement between ODJFS and ODMH A-67-07-0524 – Exhibit A
 - FY 06 Interagency Agreement between ODJFS and ODMH A-67-0524 – Amendment No. 1 – Exhibit A
 - FY07 Interagency Agreement between ODJFS and ODMH A-67-07-0524 Amendment No. 2 – Exhibit A
 - FY 04-05 Community Medicaid Rate Ceilings – Exhibit D
 - Ohio Health Plans Provider Enrollment Application, W-9 and The Declaration Regarding Material Assistance/Non Assistance to a Terrorist Organization (DMA) – Exhibit E
2. The CMH agency agrees to ensure the provision of an independent audit. This audit must be conducted in accordance with OAC 5122-1-5-01.
 3. The CMH agency agrees to provide the medical assistance services covered under this Agreement (provided on or after July 1, 2007). The services will be reimbursed at the prospective cost based unit rate as submitted to the Department on the most current Community Medicaid Mental Health Services Rate Sheet and established in accordance with O.A.C. 5101:3-27-05.
 4. The CMH agency shall submit claims for payment using the electronic 837 Professional Claim Format as required by HIPAA and adhering to the technical specifications contained in the most recent version of the Guidelines Pertaining to Implementation of MACSIS under HIPAA.
 5. 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 was the direct result of actions or omissions of either the Department or the Board.
 6. 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 the rates of reimbursement are received under the Medicaid Program.
 7. The CMH agency shall file cost reports with the Department in accordance with the requirements of OAC 5122-26-19. The CMH agency must keep all actual Uniform Cost Reports and supporting documentation necessary to fully disclose the extent of services provided and costs associated with providing those services for a period of seven SFYs from the date a service is rendered, or until all financial reporting obligations which include data contained in the UCR have been completed, whichever is longer. If an audit is initiated during this time period, the CMH agency shall retain all records until the audit is concluded and all issues are 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 ODJFS, the Auditor of the State of Ohio, Inspector General, the Department, 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.
 8. The records shall document the service type and in the case of partial hospitalization, shall document the service as separate, identifiable, organized units. All records shall contain the documentation requirements defined in O.A.C. 5101:3-27-02 and O.A.C. 5122-27. The duration of the service must be exact when noted in the Individualized Client Record. For billing purposes, agencies must use the Service

Units Rounding Conventions as stated in the Guidelines Pertaining to Implementation of MACSIS under HIPAA for each type of billing unit.

9. The CMH agency shall maintain at all times an updated list of the individuals providing services by service type.
10. The CMH agency agrees to cooperate with the Board in the Board's annual Medicaid Compliance Reviews and Medical Necessity Documentation Reviews pursuant to O.A.C. 5101:3-27-06 for each fiscal year of this Agreement.
11. 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.

C. BOARD RESPONSIBILITIES

1. The Board agrees to pay participating CMH agencies, for the medical assistance services covered under this Agreement (provided on or after July 1, 2007). The services will be reimbursed at the prospective cost based unit rate as submitted to ODMH on the most current Community Medicaid Mental Health Services Rate Sheet and established in accordance with O.A.C. 5101:3-27-05.
2. The Board shall pay at 100%, valid Medicaid and SCHIP claims for reimbursable services provided to residents of the Board's service district by any provider organization which has a Community Mental Health Medicaid agreement with any ADAMH/CMHS Board. All provider organizations which currently have Community Mental Health Agreements are referenced in the document titled List of Community Medicaid Contract Agencies- Exhibit I which is posted at <http://www.mh.state.oh.us/medicaid/general/medicaid.index.html> and incorporated by reference into this agreement.
3. The Board shall cooperate with ODMH, and with governmental entities which receive nonfederal public funds and are certified by the Department, 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.
4. The board shall review the number of cases required by OAC 5101:3-27-06 of residents of its service district in each agency holding a medicaid agreement with the board, except for agencies identified by the Department as serving a large number of residents outside the board service districts in which the agencies are located. For each of those specially designated agencies, the board which has the medicaid agreement shall conduct the review. In circumstances where the agency has medicaid agreements with more than one board, the board which has the largest number of board residents receiving services from the agency shall conduct the review. The Board conducting the compliance review pursuant to OAC 5101:3-27-06 shall ensure that services to residents outside of the service district are included in the review.

D. ASSURANCES

1. The undersigned, duly authorized by the CMH agency hereby assures that: In the performance of this agreement and 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 origin, 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.

2. 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.
3. 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.
4. The CMH agency 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.
5. This agreement constitutes the entire Agreement between the parties pertaining to community mental health services and no other prior oral or written communication shall have any force or effect.

Alcohol, Drug Addiction and Mental Health Services/Community Mental Health Board

By: _____ **Title:** _____

Date: _____

Print name and title

Community Mental Health Agency

By: _____ **Title:** _____

Date: _____

Print name and title