

COMMUNITY MEDICAID SERVICES AGREEMENT

Between

The OHIO DEPARTMENT OF MENTAL HEALTH

And

ADAMH/CMH BOARDS

MC _____

This Agreement is made and effective by and between the Ohio Department of Mental Health hereinafter referred to as the "Department" and the Board hereinafter referred to as the "Board", for the reimbursement of community Medicaid mental health services. 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 the amendments, or its successor, between the 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. Pursuant to the Interagency Agreement between ODJFS and the Department, the transfer of FFP is not subject to the interest provisions of Ohio Revised Code section 126.07. Therefore, the reimbursement from the ODMH to the Board is not subject to the provisions of Ohio Revised Code section 126.12.
4. Prompt payment requirements applicable to Department and the Board include the following provisions:
 - The Department will process claims to ODJFS every two weeks.
 - The Department will process payments to Boards every two weeks.
 - The Department will request reimbursement from ODJFS not later than one week following the issuance of the Agency Reimbursement Accounting Report to the Board.
 - The Board will pay providers within 30 days of issuance of the ASC X12N 835 Healthcare Claim/Payment Advice.
5. 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. 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 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.
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 monitor services to its residents and process Medicaid claims for all residents of the Board's service district, whether those services are provided by contract agencies within the county or in other counties.
 4. The Board 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
 - FY 07 Interagency Agreement between ODJFS and ODMH A-67-0524 - 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
 5. The Board shall cooperate with the Department, 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.
 6. The Board shall follow technical specifications established by the Department for submitting claims for reimbursement through the Multi Agency Community Services Information System (MACSIS).
 7. The Board shall accept 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.
 8. The Board shall perform on-site Medicaid Compliance reviews and Medical Necessity Documentation reviews of all CMH agencies with which the Board holds a Community Medicaid Agreement pursuant to O.A.C. 5101:3-27-06 for each fiscal year of this Agreement, and assist the Department with the follow-up on the OMB Circular A-133 and agreed upon procedures, audits, and all other accountability requirements contained herein and all applicable State and Federal statutes, rules and guidelines. Boards which make 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 O.A.C. 5101:3-27-06 shall ensure that services to residents outside of the service district are included in the review.
 9. 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 was the direct result of actions or omissions of the Department. 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.
 10. The Board shall not knowingly alter, falsify, destroy, conceal, or remove any records that are necessary to fully disclose the nature of all expenditures upon FFP reimbursement received under the Medicaid Program. The Board shall retain all records for a minimum of six years after the 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 are resolved. All records shall be made available by the Board for audit by 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.

11. The Board shall designate a compliance specialist for the purposes of the Community Medicaid Compliance review as described in O.A.C. 5101:3-27-06.

C. ODMH RESPONSIBILITIES

1. ODMH will reimburse the Board on a fee for service basis for honored claims of eligible expenditures.

D. ASSURANCES

1. The undersigned, duly authorized by the Board 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 Board 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 Board 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 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.
4. 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 an agreement.
5. This agreement constitutes the entire Agreement between the parties pertaining to Community Mental Health Medicaid Services and no other prior oral or written communication shall have any force or effect.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date of the last signature below.

_____ Date _____
Sandra Stephenson, MSW, MA
Director, ODMH

_____ Date _____
Executive Director/President ADAMH/CMH Board

Printed Name and Title