

13-090

**CONTRACT TO PROVIDE NON-MEDICAID
BEHAVIORAL HEALTH SERVICES**

This Contract to Provide Non-Medicaid Behavioral Health Services ("Contract") is entered into and is effective as of January 1, 2013, by and between the County of Summit, Alcohol, Drug Addiction and Mental Health Services (ADM) Board, and **Summit County Sheriff - DARE**.

Article 1. Preliminary Recitals

1.1 Parties

This Contract is by and between the County of Summit Alcohol, Drug Addiction and Mental Health Services Board, 100 West Cedar Street, Suite 300, Akron, Ohio 44307 (hereinafter "ADM Board") and Summit County Sheriff - DARE, 53 University Avenue, Akron, OH, 44308 (hereinafter "Provider").

1.2 Term

This Contract shall be effective on the 1st day of January 2013 and shall terminate on the 31st day of December 2013. Except as otherwise noted herein, where allocations are limited to one (1) year and, except as otherwise noted herein, the length of Contract shall be one (1) year through December 31, 2013

1.3 Conditions Precedent

Approvals by the governing boards of the Parties are independent conditions precedent to the formation, validity, and enforceability of this Contract.

Article 2. Definitions

2.1 ADM Services

Client services supported by Non-Medicaid funding, in whole or in part, and administered by the ADM Board.

2.2 Applicable Law

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 Protocols and guidelines as adopted in accordance with law by ODADAS, which require compliance by Providers.

2.3.3 The Summit County Community Plan for the provision of alcohol, drug addiction and mental health services as appropriately adopted and approved by ODADAS and ODMH.

2.3.4 ADM Board policies, procedures, and guidelines, duly adopted, which are not in conflict with the express terms of the Contract.

2.3.5 The requirements of this Contract.

In any case where there is a conflict between the language of any statute, law, rule or regulation and the Contract language, the statute, law, rule or regulation prevails.

2.4 Client

A person eligible to be served by and is receiving ADM and/or Medicaid services under this Contract.

2.5 Contract

This Contract, and any and all Attachments hereto, which are incorporated herein, as if fully rewritten.

2.6 Contracted Rate

The amount per unit for Non-Medicaid ADM services agreed upon by the ADM Board and the Provider and shown as "Unit Rate" in Attachment 2, "Non-Medicaid Purchase of Service Unit Rate."

2.7 Cultural Competency

The integration and transformation of knowledge, information, and data about groups of people into specific clinical standards, skills, and service approaches.

2.8 Ensure

Using reasonable professional skill and taking steps, which are reasonably necessary, to carry out the obligations set forth in this Contract.

2.9 Health Information

Any information, whether oral or recorded, in any form or medium, that:

2.9.1 Is created or received by a health service provider, health plan, public health authority, employer, life insurer, school or university, or health service clearinghouse; and

2.9.2 Relates to the past, present, or future physical or mental health condition of a client, the provision of health service to a client, or the past, present, or future payment for the provision of health service to a client.

2.10 Material

A substantial change in any of the following:

2.10.1 Client Satisfaction:

Significant changes in client's satisfaction based upon surveys conducted under this Contract.

2.10.2 Funding Changes:

Significant funding changes, if such change is greater than 10% from any source, or has an impact of 10% or greater on program or service volume.

2.10.3 Business Structure/Administration:

Changes in ownership, board structure, etc. which significantly affect the Provider's ability to carry out its duties under this Contract or applicable requirements.

2.11 MUI - ODADAS

Major Unusual Incident - Ohio Department of Alcohol and Drug Addiction Services.

2.12 OAC

The Ohio Administrative Code and any amendment made effective during the term of this Contract.

2.13 ODADAS

The Ohio Department of Alcohol & Drug Addiction Services.

2.14 ORC

The Ohio Revised Code and any amendment made effective during the term of this Contract.

2.15 PHI - Protected Health Information

Individually identifiable health information transmitted by electronic media; maintained in any electronic media, such as magnetic tape, disk, or optical file; or transmitted or maintained in any other form or medium, i.e., paper, voice, fax, Internet, etc. PHI generally includes such individually identifiable health information as name, address, phone number, fax number, date of birth, social security number, or other unique identifying number(s), and other information as identified in 42 CFR 160.103.

2.16 Publicly Funded

Funded, in whole or in part, by any funds administered by the ADM Board from federal, state, or local government sources, or from the ADM Board by another public entity.

2.17 Subcontract

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.

2.18 System

The Providers, which have a Contract with the ADM Board, and are providing services and have offices within Summit County.

2.19 USC

United States Code.

Article 3. General Requirements

3.1 Provider Autonomy

The Provider is a fully independent and autonomous contractor and retains the ultimate responsibility for the care and treatment of clients to whom services are rendered under this Contract. The ADM Board recognizes the Provider as an independent contractor in carrying out its duties under this Contract. The ADM Board recognizes that the Provider has full and sole authority to determine its governing structure and employees.

3.2 The Provider agrees to provide services identified in accordance with Attachment 3, "Agency Contract Funding by Service."

3.2.1 The Provider shall perform all services in accordance with applicable requirements.

3.2.2 The Provider may perform services for others during the term of this Contract. Performance of other work shall not interfere in any way with the performance of the services for the ADM Board.

3.3 The Parties shall perform their respective duties under this Contract in accordance with applicable requirements.

3.4 Scope

The requirements of this Contract shall apply to all Non-Medicaid funds paid to the Provider, by or through the ADM Board, regardless of the ADM Board's funding source.

3.5 Policies of the ADM Board

The policies, procedures, and guidelines of the ADM Board, duly adopted, which are applicable to ADM services, which the Provider renders under this Contract, are identified on Attachment 7, "Board Policies, Procedures, and Guidelines." In the event there is a conflict between any policy, procedure, or guideline of the ADM Board and the terms of this Contract, then the terms of this Contract shall govern. The ADM Board shall provide notice to the Provider of changes in any

policies, procedures, or guidelines, which changes shall not conflict with the terms of this Contract.

3.6 Community Plans

Provider and the ADM Board shall work cooperatively and collaboratively in the development of community plans.

3.7 System Information

The ADM Board shall prepare summaries of information, upon the request of the Provider, which are reasonably required for the Provider to carry out its duties under this Contract. In making requests for information under this Section, the Provider shall specify the information being requested, with reasonable particularity. Nothing in this Section shall be construed to limit the ADM Board's obligations under the Ohio Public Records law, or limit the ADM Board's obligations to furnish the Provider with information regarding the Provider's clients, or other records that the ADM Board routinely maintains.

3.8 Workers' Compensation

The Provider shall provide evidence of proper workers' compensation coverage.

3.9 Evidence of Coverage

The Provider shall provide the ADM Board with a certificate of insurance, evidencing each type of coverage required, or provided, under Article 5 of this Contract, at the time of renewal, and shall provide the ADM Board notice of cancellation or non-renewal of any such coverage within thirty (30) days of the time the Provider receives such notice.

3.10 Loss of Funds

3.10.1 The ADM Board is not required to make reimbursement, in full or in part, if funds to the ADM Board have been materially reduced or eliminated, except that the ADM Board shall pay for services already provided.

3.10.2 If the ADM Board anticipates a reduction in the public funds it has budgeted for payment for ADM services, or if the ADM Board is notified of or experiences a material reduction in funding, it may reduce affected, unearned budget allocations for ADM services. If such a situation occurs, the ADM Board shall give the Provider thirty (30) days prior written notice of the reduction in funding.

3.10.3 In the event that funds for one or more ADM services are eliminated, the Provider and the ADM Board shall develop a transition plan. The Provider shall continue to provide medically necessary ADM services until the transition plan is completed, or for a period of up to ninety (90) days after receipt of the notice, whichever period is shorter. The ADM Board shall pay for all such ADM services actually provided by the Provider during such period.

- 3.10.4 After receipt of notification of funding loss, the Provider agrees not to admit additional clients for services affected.

3.11 Conflict of Interest

- 3.11.1 Each Party shall comply with its respective obligations to avoid conflicts of interest, pursuant to applicable law.

Article 4. Provider Requirements

4.1 Licensure and Certification

The Provider has obtained, and shall maintain throughout the term of this Contract, all licenses, certifications and accreditations required by the ODADAS to render the services. The Provider shall provide the ADM Board with copies of all such licenses, certifications, and accreditations upon request.

4.2 Debarment and Suspension

The Provider certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal department or agency.

4.3 Services and Staff

- 4.3.1 The Provider shall meet the applicable requirements to provide services for populations identified in accordance with its Agency Service Plan and services listed in Attachment 3, "Agency Contract Funding by Service."
- 4.3.2 The Provider shall notify the ADM Board Executive Director, in writing, within two (2) working days of determining the existence of any material change or circumstances, which jeopardize the Provider's ability to meet any of its obligations under this Contract, so that the ADM Board may make a determination whether to enter into a contingency planning process. This written notice shall be submitted to, and acknowledged by, the ADM Board two (2) working days before public or limited release.
- 4.3.3 The Provider shall not make material changes, as defined in this Contract, in the services/programs defined in its approved budget, unless such changes have been approved in advance, in writing, by the ADM Board.
- a. Thirty (30) days prior to planning a significant change, the Provider shall submit a written request for consultation with the ADM Board to determine materiality under this Contract.
 - b. If the ADM Board notifies the Provider that the proposed change is material, the Provider shall submit any requests for approval of material changes in its services to the ADM Board, in writing, no less than thirty (30) days prior to the anticipated change, in accordance with ADM Board procedures. This includes, but may not be limited to, a revised Budget.

4.4 General Eligibility for ADM Board Reimbursement

4.4.1 The Provider shall be eligible for reimbursement by the ADM Board for services provided under this Contract.

4.5 General Assurances of the Provider Required by the ODADAS

4.5.1 The Provider shall not discriminate in its employment practices, and shall provide services in accordance with federal, state, and county statutes or regulations concerning nondiscrimination on the basis of race, ethnicity, age, color, religion, gender, national origin, sexual or affectional orientation, disability, HIV/AIDS infection, and/or veteran status.

4.5.2 The Provider shall have a plan of affirmative action, as required by ORC §340, which covers groups set forth in ORC §122.71(E)(1).

4.5.3 The Provider shall implement the performance improvement measures required by OAC §5122-28-03.

4.5.4 The Provider shall comply with the ODADAS client rights rules.

4.5.5 Services shall be culturally and linguistically competent and shall respond effectively to:

- a. The needs and values present in the culture of clients served;
- b. The needs of clients with disabilities, including, but not limited to, clients who are deaf/hearing impaired;
- c. The needs based on each client's gender and sexual orientation;
- d. The needs based on each client's age; and
- e. The client's changing level of needs.

4.5.6 The Provider and the ADM Board shall work together to develop and implement guidelines for culturally competent services.

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

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

4.5.9 The Provider shall provide services in a manner which minimizes barriers to service, in accordance with applicable requirements.

4.5.10 The Provider shall provide such other assurances as may be required by the ODADAS, or other funding source.

4.6 Declaration Regarding Material Assistance/Non Assistance to a Terrorist Organization

- 4.6.1 If applicable, the Provider hereby represents and warrants that it has not provided any material assistance, as that term is identified in O.R.C. § 2909.33 (c), to any organization identified by and included on the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the "Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization". Provider further represents and warrants that it has provided or will provide such prior to execution of this agreement. If these representations and warranties are found to be false, this Contract is void *ab initio* and Provider shall immediately repay any funds paid under this Contract.
- 4.6.2 The Provider shall annually provide a signed renewal of the declaration form (HLS0038 Attachment 10) upon execution of this contract, or in the event of any changes to the Declaration.

4.7 Provision of Service

- 4.7.1 The Provider and the ADM Board shall agree to comply with all applicable requirements in law that govern major unusual incidents (MUI-ODADAS) in the ODADAS rules, guidelines, and protocols.

4.8 Subcontracts

The Provider shall notify the ADM Board if it enters into a subcontract with any third party for the performance of any services pursuant to this contract.

- 4.8.1 Subcontracted services shall operate in conformity with this Contract and other applicable requirements.

4.9 Provider Promotional Activities

- 4.9.1 For those services funded by the ADM Board, the Provider's stationary, website, newsletters, and other promotional materials shall include the ADM Board logo and the statement that the Provider is an affiliate of the County of Summit Alcohol, Drug Addiction and Mental Health Services Board, where space will permit.
- 4.9.2 The Provider shall work in partnership with the ADM Board to enhance community support for the publicly funded system of service, which provides alcohol, drug, and mental health services to Summit County residents.
- 4.9.3 The ADM Board shall furnish the Provider with a sign, which is appropriate for the Provider's location, and which identifies the ADM Board as a funder of the Provider. The Provider shall display such sign in a visible, publicly accessible, and appropriate location in all facilities, which are used by the Provider, for services required under this Contract. The ADM Board shall display a sign at the ADM Board listing Board-funded Providers.
- 4.9.4 The Provider shall notify, and request representation from, the ADM Board of any annual meeting or events where ADM Board-funded

programs are highlighted. The ADM Board shall provide advance notice to the Provider of any public meeting or event held by the ADM Board where the Provider will be discussed or highlighted.

4.10 Access to Provider Information

- 4.10.1 The Provider shall furnish the ADM Board with information that is reasonably necessary to permit the ADM Board to:
- a. Fulfill its statutory planning and other statutory responsibilities.
 - b. Monitor and evaluate the Provider's compliance with the terms of this Contract, including, but not limited to, conducting compliance and audit reviews of contracted Non-Medicaid services; ensuring quality, effectiveness, and efficiency of services; and, ensuring the provision of services to justify reimbursement under this Contract.
 - c. And, perform its duties under applicable requirements.

4.11 Essential Periodic Reports

- 4.11.1 The Provider shall furnish to the ADM Board the reports listed in Attachment 7, "CY 2011 Essential Periodic Reports," at such times as are specified in said Attachment.
- 4.11.2 Failure to provide reports in accordance with the requirement of this Contract may subject the Provider to delayed payment in accordance with the provisions in Section 5.

4.12 Format

Any information or report, which is required under this Contract, shall be submitted in the format prescribed by the ADM Board.

4.13 Provider Books, Budgeting, Records and Accounting

- 4.13.1 The Provider shall develop and revise budgets in accordance with ADM Board budget procedures.
- 4.13.2 Actual Uniform Cost Report Agreed Upon Procedures and report submission requirements shall be completed in accordance with ODADAS OAC§3793:2-1-10
- 4.13.3 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 the Financial Accounting Standards Board (FASB) Nos. 116 and 117.
- 4.13.4 The Provider shall retain financial records, including supporting documentation, for either six (6) years, or until all audits for the time period are completed, whichever is longer.

4.13.5 All financial reports to the ADM Board shall be made on an accrual basis, whether or not the accounts are maintained on a cash basis.

4.14 Debt Check Provision

ORC Section 9.24 prohibits public entities from awarding a Contract for services, paid in whole or in part, from state funds, to an entity against which a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved. The Provider warrants that a finding for recovery regarding ADM services has not been issued to the Provider by the Auditor of State. The Provider further warrants that it shall notify the ADM Board within one (1) business day should a finding for recovery regarding ADM services occur during the Contract term.

4.15 Documentation, Records, Outcomes, and Satisfaction Measurement

4.15.1 The Provider shall submit behavioral health data, outcomes, and client satisfaction-related information, in accordance with the ODADAS standards for submission of behavioral health data and the ADM Board's procedure for submission of behavioral health data.

4.15.2 The ADM Board may consider an exemption to specific elements of this Section in response to a Providers written request.

Article 5. Board Obligations

5.1 Budgets, Budget Revisions, Costs, Rates and Fees

5.1.1 The ADM Board acknowledges that, during the routine course of business, actual demand and utilization of services may be different than the estimates contained in the Budget, which is the source for Attachment 3, "Agency Contract Funding by Service." In such an event, the Provider shall submit a budget revision request for re-allocation of funds to meet existing client demand for services.

5.1.2 The ADM Board shall review such requests with the Provider and shall have final approval over changes in the reallocation of funds, subject to the terms of this Contract. The ADM Board is not required to approve Budget revisions requested by the Provider.

5.1.3 The Provider may submit requests for budget and/or rate revisions anytime during the term of this Contract, in accordance with applicable requirements. The Provider and the ADM Board shall work cooperatively to promptly process requests for budget and/or rate revisions. Except as required by applicable law, nothing shall require the ADM Board to approve such requests.

5.2 Uniform Cost Reporting

The Provider shall comply with the ODADAS uniform cost reporting rules.

5.3 Allowable Costs for Other Non-Medicaid Services

The actual cost of other non-Medicaid services shall be computed using the Uniform Financial Management System (UFMS) Uniform Cost Reporting System of Budgeting. Costs for any non-Medicaid, non-treatment services that the Board agrees to purchase that are not specifically identified on the Provider's FIS-047 form, shall be computed based on the direct cost of the service.

5.4 Payment Obligations

The ADM Board shall make timely payments to the Provider for services rendered under this Contract, in accordance with the terms of this Contract, and governing laws and rules.

5.4.1 The ADM Board shall pay the Provider for ADM services provided under this Contract, up to the total ADM services allocation set forth on Attachment 1, "Agency Contract Funding by Source."

5.5 Advances

The ADM Board may grant advances, at its own discretion, and in accordance with the ADM Board advance procedures included in this Contract as Attachment 6, "Funding Advance."

5.6 Other Methods of Reimbursement

5.6.1 The ADM Board may reimburse the Provider through other mechanisms that are pre-approved by the ADM Board during budget negotiations. The Provider shall request reimbursement by submitting an invoice, accompanied by adequate documentation of service as approved by the ADM Board.

5.7 Restrictions on Reimbursement

5.7.1 No reimbursement shall be delayed, unless the ADM Board has given the Provider notice of the ADM Board's intent to delay reimbursement, and a statement of the reasons for the proposed action. Notice shall be in writing, and received by the Provider, not less than thirty (30) calendar days prior to the delay of reimbursement. Any actions by ADM resulting in a delay or change in reimbursement or funding is subject to the due process requirements of Article 8.

Article 6. Transition Procedures

6.1 Applicability

This Article shall apply when any ADM non-Medicaid 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. The ADM Board shall continue payment for all ADM non-Medicaid services during the transition. The Provider's ability to provide Medicaid services shall in no way be impacted during the transition or because of termination of ADM services.

Article 7. Dispute Resolution

7.1 General Procedures

- 7.1.1 Dispute resolution procedures under this Article shall apply to disputes arising out of the termination, renewal, or non-renewal of this Contract, disputes arising out of services and payment for services, or programs covered by this Contract, or disputes arising out of clinical issues which involve ADM services. 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.
- 7.1.2 The procedures for dispute resolution under this Article, shall be completed within sixty (60) days after either Party notifies the other of a dispute, or after either Party serves a 120-day notice upon the other, unless the Parties agree to extend the dispute resolution process.
- 7.1.3 The Parties shall meet at least once to resolve the issues prior to the expiration of sixty (60) days.
- 7.1.4 The Parties shall engage in good faith efforts to resolve disputes informally.
- 7.1.5 If the Parties cannot agree informally to a resolution of the dispute, the matter shall be submitted to either the ODADAS, based on the area of dispute or primary funding source, for further proceedings.
- a. Any decision made by the ODADAS, shall be non-binding.
 - b. The decision by the ODADAS, shall be presented to the ADM Board and the Provider, 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 the ODADAS, then it shall provide written reasons, which shall also be a part of the record of any further proceedings, regardless of forum.
- 7.1.6 The status quo shall be maintained throughout the dispute resolution process.
- 7.1.7 The Provider reserves all rights to legal representation and/or court proceedings, and does not waive any rights or protections afforded by law, or by operation of this Contract.
- 7.1.8 Nothing in this Article shall be construed as limiting the rights of the Parties to resort to any other available legal or equitable remedies at any time.

Article 8. Modification, Renewal and Termination

8.1 Modifications

This Contract, including, without limitation, the term, may be modified by the mutual consent of the Parties, in writing.

8.2 Content of 120-Day Notice

Each Party shall provide the other Party with written notice, at least one-hundred-twenty days (the "120-Day Notice") in advance of the expiration of the Contract, of that Party's intent to propose substantial changes to the Contract, or not to renew the Contract, in accordance with ORC§340.03.

8.2.1 The 120-Day Notice shall include information regarding the nature and scope of the proposed changes, reasons for the proposed changes or non-renewal, and the estimated financial impact of those proposed changes.

8.2.2 The Parties shall negotiate, in good faith, regarding any proposed changes or non-renewal. If the Parties are not able to reach agreement, they shall engage in the dispute resolution process outlined in Article 7. The status quo shall be maintained throughout the dispute resolution process.

8.3 Coordination of Notice Requirements

8.3.1 Any 120-Day Notice, shall be served by the ADM Board in accordance with the requirements of this Contract, and shall satisfy the notice requirements in contracts between the ODADAS, and the ADM Board, to the extent such notices are required.

8.3.2 A copy of any 120-Day Notice provided under this Contract shall be served on the ODADAS Office of Fiscal Administration.

8.4 Termination

If either Party wishes to terminate this Contract, or any program or service provided under this Contract, the Party wishing to terminate shall give the other Party 120 days' written notice of intent to terminate (the "Termination Notice"). The termination notice shall identify the service(s), and/or program(s), the Party desires to terminate, and shall include an explanation of the reason(s) for termination.

8.4.1 The Parties shall engage in good faith negotiations regarding any dispute over termination. If the Parties are not able to reach agreement, they shall engage in a dispute resolution process. The status quo shall be maintained throughout the dispute resolution process.

8.4.2 If the Contract, or any service provided under the Contract, is terminated, the ADM Board shall pay the Provider for all services rendered up to the effective date of termination.

8.4.3 This Contract may be terminated by the ADM Board, without the requirement for a 120-Day Notice, under the following circumstances:

- a. In the event of any Provider loss of certification status, the ADM Board may terminate sections of the Contract consistent with, but not in excess of, the specific certification loss with the ODADAS; or

- b. Bankruptcy, dissolution, receivership, or other court order, which effectively removes the Provider from control of services.
 - c. Other material, uncleared breaches of duties of the ADM Board under this Contract.
- 8.4.4 This Contract may be terminated by the Provider, without the requirement for a 120-Day Notice, if the ADM Board fails to make reimbursements as required in this Contract.
- 8.4.5 Procedure for Termination under Section 8.4.3.
- a. If the ADM Board believes that the conditions listed in Section 8.4.3 exist, the ADM Board shall notify the Provider of the fact in writing.
 - b. Immediately upon notification, the Parties shall arrange a meeting with either the ODADAS, as appropriate, to review whether conditions warranting termination exist.
 - c. In the event the ODADAS, agree that conditions warranting termination exist, the Parties shall cooperate in an immediate transfer of programs and services to an alternative Provider, if applicable. If the ODADAS, do not agree that conditions warranting expedited termination exist, then the Contract shall be subject to termination at its expiration date, in accordance with this Article with the proper 120-Day Notice. For as long as services under this Contract continue to be delivered by the Provider, the Provider shall be reimbursed for its services.
- 8.4.6 Nothing in Article 8 shall be construed as limiting the rights of the Parties to their available legal, or equitable, remedies at any time, except that no prior legal action shall be initiated for activities listed in Article 7.1.1 without first following the dispute resolution process.

8.5 Transition Requirements Continue

In the event that services are terminated under Article 8, the requirements of Article 6 of this Contract shall remain in full force, and effect, until the completion of the transition.

Article 9. Miscellaneous

9.1 Attachment Incorporation

The Attachments are hereby incorporated as a part of this Contract. In the event that any section of any Attachment is inconsistent with any requirement of this Contract, the terms of this Contract shall be binding on the Parties, unless otherwise legally required.

9.2 Entire Contract

It is acknowledged by the Parties hereto that this Contract supersedes any and all previous written or oral Contracts between the Parties concerning the subject matter of this Contract.

9.3 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 8 of this Contract.

9.4 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 pre-paid, by certified mail to:

9.4.1 Notice to the ADM Board shall be sent to:

Executive Director
County of Summit
Alcohol, Drug Addiction and Mental Health Services Board
100 West Cedar Street, Suite 300
Akron, Ohio 44307

9.4.2 Notice to the Provider shall be sent to:

Summit County Sheriff
53 University Avenue
Akron, OH 44308

9.5 Governing Law

This Contract shall be governed by, and interpreted in accordance with the laws of the State of Ohio. Each Party irrevocably consents to the exclusive jurisdiction of Ohio courts and federal courts within Ohio, in connection with any action to enforce this Contract, recover damages or other relief for breach or default under this Contract, or otherwise arising from this Contract.

9.6 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.

9.7 Waiver

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

9.8 Remedies


Except where otherwise specified, the rights and remedies granted to a Party under this Contract are cumulative and in addition to, and not in lieu of, any other rights or remedies which the Party may possess at law or in equity.

9.9 This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute the complete document.

IN WITNESS WHEREOF, the Parties, duly authorized, hereby execute this Contract.

County of Summit, Alcohol, Drug Addiction
and Mental Health Services Board

County of Summit

By: 

 By: _____

Its: Executive Director

Its: Executive

Date: 12/17/2012

Date: _____

By: 

Its: Sheriff

Date: 01/23/2013

Summit County Sheriff - DARE

ATTACHMENTS

ATTACHMENT 1	Agency Contract Funding by Source
ATTACHMENT 2	Not Applicable - Blank
ATTACHMENT 3	Agency Contract Funding by Service
ATTACHMENT 4	Not Applicable - Blank
ATTACHMENT 5	Insurance Limits
ATTACHMENT 6	Funding Advance
ATTACHMENT 7	Board Policies, Procedures, and Guidelines
ATTACHMENT 8	Not Applicable - Blank
ATTACHMENT 9	Essential Periodic Reports
ATTACHMENT 10	Declaration Regarding Material Assistance/Non Assistance to a Terrorist Organization
ATTACHMENT 11	Not Applicable - Blank

Agency: **Summit County Sheriff - DARE**

Type: Alcohol/Drug Agency

Year: 2013

Funding Level: The maximum amount due the Agency under this agreement is **\$86,900**
Appropriated funds for the period of this Agreement are as follows:

<u>Non-Medicaid</u> <u>Funding Source</u>	<u>Amount</u>
Levy	\$86,900
Total Non- Medicaid Funding	<u><u>\$86,900</u></u>

Agency Contract Funding by Service

2013

Attachment 3

Provider: Summit County Sheriff D.A.R.E.

Type of Service	HCPCS / Procedure Code	Unit Definition	Non-Medicaid
Ambulatory Detoxification	H0014	Hour	
Assessment	H0001	Hour	
Case Management	H0006	Hour	
Crisis Intervention	H0007	Hour	
Group Counseling	H0005	15 Min.	
Individual Counseling	H0004	15 Min.	
Intensive Outpatient	H0015	Day	
Laboratory Urinalysis	H0003	Screen	
Medical/Somatic	H0016	Hour	
Methadone Administration	H0020	Dose	
23 Hour Observation Bed	99236	Hour	
Acute Hospital Detox	H0009	Day	
Family/Couple Counseling	T1006	15 Min.	
Sub Acute Detoxification	H0012	Day	
Urine Dip Screen	A0780	Screen	
Medical Community Residential Treatment Hospital Setting	A1210	Day	
Medical Community Residential Treatment Non-Hospital Setting	A0230	Day	
Non-Medical Community Residential Treatment Non-Hospital Setting	A1220	Day	
Consultation	A0560	Hour	
Hot Line	H0030	Hour	
Intervention	H0022	Hour	
Outreach	H0023	Hour	
Referral and Information	A0510	Hour	
Training	H0021	Hour	
Alternatives	A0660	Hour	
Community Based Process	A0630	Hour	
Education	A0620	Hour	\$ 86,900
Environmental	A0640	Hour	
Information Dissemination	A0610	Hour	
Problem Identification and Referral	A0650	Hour	
Childcare	T1009	Hour	
Meals	T1010	Per Meal	
Room and Board	A0740	Day	
Transportation	A0750	Monthly	
AOD Services Not Classified	H0047		
Total			\$ 86,900

INSURANCE LIMITS

Note: The Summit County Alcohol, Drug Addiction and Mental Health Services Board shall be named as an additional insured for all coverage listed below:

A. General Liability

- 1. In an amount of at least \$1,000,000 each occurrence/\$3,000,000 general aggregate.
- 2. In an amount of at least \$3,000,000 products aggregate. Coverage shall include any volunteers employed by the provider.

B. Professional Liability

In an amount of at least \$1,000,000 on each claim/\$3,000,000 annual aggregate. Occurrence form if available. If Claim-Made Form, then must have continuous retroactive coverage from date the first policy was written. Coverage shall include any volunteers providing professional services for the agency.

C. Employers' Liability

In an amount of at least \$100,000 each person/\$100,000 each disease/\$500,000 each policy.

D. Automobile

- 1. In an amount of at least \$1,000,000 Combined Single Limits for vehicles not carrying passengers.
- 2. In an amount of at least \$3,000,000 Total Limits (Auto and Umbrella) for vehicles/vans carrying up to 10 passengers at any one time.
- 3. In an amount of at least \$5,000,000 Total Limits (Auto and Umbrella) for cans/busses carrying more than 10 passengers at any one time. \$1,000,000 Combined Single Limits for Non-Owned and Hired Automobile if provider has exposure for this liability.

E. Workers' Compensation

As required by the State of Ohio

F. Employee Dishonesty

Limits should be equal to the amount of funds passed on to the provider.

~~G. Directors & Officers and/or Errors & Omissions Insurance~~

- ~~1. In an amount of at least \$1,000,000 each occurrence/\$3,000,000 general aggregate.~~
- ~~2. In an amount of at least \$3,000,000 products aggregate. Coverage shall include any volunteers employed by the provider.~~

Initials
 MR
 ADM
 Sheriff
 Executive

FUNDING ADVANCE

- A funding advance is a payment made by the ADM Board to a contract provider prior to a regularly scheduled reimbursement.
- A funding advance may be made to a contract provider who has completed all reporting requirements and has been regularly billing claims. The funding advance shall be limited to no more than one-twelfth of the provider's levy-supported Non-Medicaid ADM services allocation and will only be made when funds are available in the provider's current year's contract allocation.
- The Provider is required to make their request via letter or email. The request should include rationale for the advance, supporting documentation to include their current financial statement and cash flow statement and their repayment plan.
- After consultation with the Executive Director, the ADM Board Manager of Finance may approve an appropriate provider request by letter or email, which defines the funding advance amount, terms of repayment, and that the contract provider's finances may be subject to further review.
- If the provider requests a funding advance two or more times in a contract year, ADM staff shall notify the ADM Board and may recommend a program and fiscal review of the provider's operations.
- Funding advances are restricted to recipients of Board Non-Medicaid funding, and specifically excludes Medicaid-only providers of the ADM Board of Summit County.
- Providers who receive funding advance payments must provide monthly financial statements (including cash flow statements) to the ADM Board before advances are approved and for each month while the advance is outstanding.
- All funding advances must be repaid within the same contract year in which it was given. This repayment most often occurs in the course of processing purchase of service remittances advices. Payments will be held against purchase of service remittance advices until the funding advance is recovered. In the event the purchase of service remittance advices are not enough to recover the advance funding, the contract provider will be notified of the amount to be repaid to the ADM Board.

COUNTY OF SUMMIT ADM BOARD OPERATIONAL PROCEDURES APPLICABLE TO PROVIDER CONTRACT - Attachment 7

Procedure Number	Operational Procedure Sub-Section	Procedure Topic	Provider Contract Sect.	
			Overall Contract	Section Label
AD08	Associate Director Operations	Agency Contract Process	Overall Contract	Overall Contract
CS21	Clinical Services	Community Plan and Update	2.7.3	Applicable Requirements: Community Plan
CS26	Clinical Services	Behavioral Health Outcome System (BHOS)	2.11	Behavioral Health Care Data Set
CC01	CCO	ODMH Incident Reporting	2.28	IN-ODMH: Incident Notification - ODMH
CS28	Clinical Services	AoD Major Unusual Incident Quarterly Summary	2.36	MUI-ODADAS: Major Unusual Incident - ODADAS
CR1	Client Rights	Confidentiality	3.90	HIPAA Compliance
F11	Finance	Ability to Pay Exception Request	4.40	General Eligibility for ADM Board Reimbursement
MIS3	Management Information Systems	MACSIS Enrollment Processing	4.8	Enrollment for Non-Residents
F24	Finance	RA Processing	4.13	Enrollment, Eligibility Determination and Reporting
MIS3	Management Information Systems	MACSIS Enrollment Processing	4.13	Enrollment, Eligibility Determination and Reporting
CS14	Clinical Services	Behavioral Health Disaster Services	4.17	Disaster Mitigation/Recovery Plan
CR10	Client Rights	Reporting and Record-Keeping for Client Rights	4.18	Access to Provider Information
CS5	Clinical Services	Client Record Review	4.18	Access to Provider Information
CS11	Clinical Services	Community Mental Health Treatment & Support Services Coordination & Quality Monitoring	4.18	Access to Provider Information
CS22	Clinical Services	Continuous QI Plan, AoD Tx Svs, Indep. Peer Review	4.18	Access to Provider Information
CS23/24/25	Clinical Services	ODADAS Grant GFA's/ ODADAS-ADM Reports/SAMI Data	4.18	Access to Provider Information
CS26/27	Clinical Services	BHOS/AoD Agency Referral Satisfaction Surveys	4.18	Access to Provider Information
CS29	Clinical Services	Alcohol and Other Drug Residential Treatment Waiting List Management	4.18	Access to Provider Information
F23	Finance	Financial Non-Medicaid Compliance Audit-Contract Agencies	4.18	Access to Provider Information
CS26	Clinical Services	Behavioral Health Outcome System	4.26	Clinical Documentation and Records
F11	Finance	Ability to Pay Exception Request	5.5	Payment Obligations
F24	Finance	RA Processing	5.7	Payment Obligations
MIS2	Management Information Systems	MACSIS Claims Files Processing	5.7	Claims Processing

Calendar Year 2013 Essential Periodic Reports

Quarterly Reports		Send to Designated	Due Date
Balance Sheet Q2 (1/1-6/30/13), Q4 (1/1-12/31/13)		Manager of Finance	7/31/13 and 1/31/14
Income Statement Q2 (1/1-6/30/13), Q4 (1/1-12/31/13)		Manager of Finance	7/31/13 and 1/31/14
Uniform Cost Report (UCR) (FIS-047) Actual Expense Q2 (1/1-6/30/13), Q4 (1/1-12/31/13)		Manager of Finance	7/31/13 and 1/31/14
FIS-052 Actual Revenue Q2 (1/1-6/30/13), Q4 (1/1-12/31/13)		Manager of Finance	7/31/13 and 1/31/14
FIS-062 Variance Report Actual to Budget – Units, Expense and Unit Cost Q2 (1/1-6/30/13), Q4 (1/1-12/31/13)		Manager of Finance	7/31/13 and 1/31/14
Fixed Dose Suboxone Milestone Report Q1 (1/1-3/31/13) Q2 (4/1-6/30/13) Q3 (7/1-9/30/2013) Q4 (10/1-12/31-2013)		Manager of Clinical Services	4/30/13, 7/31/13, 10/31, 1/31/14
Forensic- ACT Milestone Report Q1 (1/1-3/31/13) Q2 (4/1-6/30/13) Q3 (7/1-9/30/2013) Q4 (10/1-12/31-2013)		Manager of Clinical Services	4/30/13, 7/31/13, 10/31, 1/31/14
Waiting List Reports (Average wait/in days for psychiatry, residential, & group level programs)		Manager of Clinical Services	Upon Request
Annual Reports		Send to Designated	Due Date
Agency Services Plan (ASP)		Manager of Clinical Services	With budget submission
Annual Cultural Competency Plan		Manager of Clinical Services	With budget submission
All-Hazards Disaster Mitigation and Recovery Plan and List of Clinicians Available to Assist in a Disaster		Manager of Clinical Services	With budget submission
Non-Medicaid Compliance Review Plan of Correction		Manager of Clinical Services	Upon Request
Client Satisfaction Survey Roster Submission (Electronic)		Manager of Clinical Services	Upon Request
Fidelity and Outcomes for any Evidence Base or Promising Practice funded in whole or in part by the ADM Board		Manager of Clinical Services	1/31/2014, or upon request
Agency Budget Application		Manager of Finance	As requested
Audited 2012 Financial Statements, Audit Report, and Management Letter Issued by the Independent Public Accounting Firm		Manager of Finance	06/30/2013
Audit Plan of Correction (Audited 2012 Financial Statements)		Manager of Finance	09/30/2013
Evidence of Insurance Coverage		Manager of Finance	01/31/2013
State Fiscal Year Actual Uniform Cost Report (AUCR) and the Agreed Upon Procedures (AUP) Report from the Independent Public Accounting Firm		Manager of Finance	12/31/2013

ADDRESS ALL PAPER SUBMISSIONS TO:

County of Summit ADM Board
100 W. Cedar St., Suite 300 Akron, OH 44307

***** FOR INSTRUCTIONAL USE ONLY *****

READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038).
- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.

- Department of Public Safety Divisions:

- | | |
|----------------------------------|--------------------------------|
| Administration | Ohio Homeland Security* |
| Ohio Bureau of Motor Vehicles | Ohio Investigative Unit |
| Ohio Emergency Management Agency | Ohio Criminal Justice Services |
| Ohio Emergency Medical Services | Ohio State Highway Patrol |

- * DO NOT SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

***** FOR INSTRUCTIONAL USE ONLY *****



GOVERNMENT BUSINESS AND FUNDING CONTRACTS
In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME		PHONE	
SUMMIT COUNTY SHERIFF'S OFFICE		() 330-643-2154	
BUSINESS ADDRESS			
53 UNIVERSITY AVENUE			
CITY	STATE	ZIP	COUNTY
AKRON	OH	44308	SUMMIT
BUSINESS/ORGANIZATION REPRESENTATIVE NAME			TITLE
			SHERIFF

DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

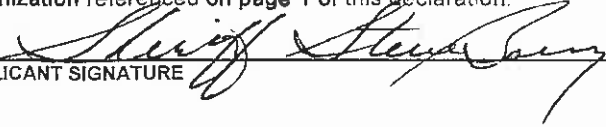
For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? Yes No

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X  _____ DATE 01/23/2013

APPLICANT SIGNATURE

DATE