

**INTERAGENCY AGREEMENT
BETWEEN
THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
AND
THE OHIO DEPARTMENT OF MENTAL HEALTH**

A-89-07-0399

ARTICLE I. PURPOSE

- A. This Interagency Agreement is entered into by the Ohio Department of Job and Family Services (hereinafter "ODJFS") and the Ohio Department of Mental Health (hereinafter "ODMH") for the purpose of establishing a subrecipient relationship between the entities in order to implement Chapter 42 of the Code of Federal Regulations, Part 431, Subpart M (42 CFR 431 M) and to provide, or assist in the provision of, behavioral health services to persons who are eligible for Ohio Medicaid benefits under Title XIX of the Social Security Act and the State Children's Health Insurance Program (SCHIP) Medicaid expansion, which is Title XXI of the Social Security Act. The services will include:
1. The provision of access to community mental health ("CMH") services and psychiatric hospital services for Medicaid-eligible clients;
 2. The implementation of a statewide surveillance and utilization control program that safeguards against unnecessary or inappropriate use of services and excess payments;
 3. The assessment of the quality and providing for control of utilization of such services;
 4. The development of strategies for managing Medicaid behavioral health services, including delegating some responsibilities to ODMH;
 5. The establishment and maintenance of an eligibility verification system that will be part of a claims encounter system used in managing behavioral health care services; and
 6. Statewide access to medically necessary covered CMH services comparable in amount, scope, and duration, with the exception of Pre-Admission Screening and Resident Review ("PASSR"), in accordance with federal compliance requirements that include: Statewideness, Recipient Free Choice Of Provider, Comparability Of Services, and Reasonable Promptness.
- B. This Interagency Agreement pertains to services covered by the Medicaid program set forth in Title XIX of the Social Security Act and includes the Medicaid expansion set forth in Title XXI of the Social Security Act.
- C. The funding for the activities listed in this Interagency Agreement are from the State Children's Insurance Award, Catalog of Federal Domestic Assistance ("CFDA") number 93.767, Award number 0705OH5021 for the 2007 Federal Fiscal Year (FFY) covering the period October 1, 2006 to September 30, 2007 and 0805OH5021 for the 2008 FFY covering the period October 1, 2007 to September 30, 2008, awarded by the United States Department of Health and Human Services as well as the Medicaid Cluster Award (Subsidy and Administration), CFDA number 93.778, Award number 0705OH5028 and 0705OH5048 for the 2007 FFY covering the period October 1, 2006 to September 30, 2007 and 0805OH5028 and 0805OH5048 for the 2008 FFY covering the period October 1, 2007 to September 30, 2008 awarded by the United States Department of Health and Human Services ("HHS"). These Subgrants are not for research and development purposes.
- D. The transfer of federal funds between ODJFS and ODMH for the Medicaid services specified herein are authorized under this Interagency Agreement.
- E. For purposes of this Interagency Agreement, ODJFS is considered the recipient of federal funds, ODMH is considered the subrecipient of the federal funds received from ODJFS, and mental health service providers are considered subrecipients of the funds received from ODMH. ODMH must meet the requirements of the federal Office of Management and Budget ("OMB") Circular A-133. Any provider or subcontractor that

receives funds under this Interagency Agreement is also considered a subrecipient of federal funds and must meet the requirements of OMB A-133.

ARTICLE II. DEFINITIONS

A. ADAMH/CMH Boards

Alcohol, Drug Addiction, and Mental Health Services Boards or Community Mental Health Boards established pursuant to Section 340 of the Ohio Revised Code ("ORC")

B. CMS

Center for Medicare and Medicaid Services

C. CMH Agency

A Community Mental Health provider as defined in ORC 5122.01 that has been certified by ODMH in accordance with the requirements of ORC 5119.611

D. Community Mental Health Services

The following medical, psychotherapeutic or rehabilitative services provided pursuant to sections 5122-24 through 5122-29 and 5101:3-27-02 of the Ohio Administrative Code ("OAC"):

1. Behavioral health counseling and therapy services;
2. Mental health assessment services;
3. Pharmacological management services;
4. Partial hospitalization services;
5. Crisis intervention mental health services; and
6. Community psychiatric support treatment services.

E. DSH

Disproportionate Share Hospital

F. FFP

Federal Financial Participation for a state expenditure as defined in Chapter 42, Part 433.10 of the Code of Federal Regulations ("CFR")

G. FFS

Fee for Service

H. FMAP

Federal Medical Assistance Percentage

I. HIPPA

Health Insurance Portability and Accountability Act of 1996

J. IMD

Institution for Mental Diseases as defined in 42 CFR 435.1009

- K. Inpatient
Refers to psychiatric services provided in a freestanding psychiatric hospital where the patient is admitted and generally stays at least one (1) night
- L. MACSIS
Multi-Agency Community Services Information System
- M. MCP
Managed Care Plan that currently provides health care to Ohio Works First ("OWF")-related recipients in mandatory, voluntary, and preferred option Managed Care counties
- N. MEM
Medicaid Eligibility Manual
- O. Medicaid
Federal health insurance program established in Title XIX of the Social Security Act and funded by federal grant number 93.778 as listed in the Catalog of Federal Domestic Assistance (CFDA)
- P. MMIS
Medicaid Management Information System
- Q. PASRR
Pre-Admission Screening and Resident Review
- R. Physician Services
Services covered in accordance with OAC 5101:3-4 provided to Medicaid recipients who receive inpatient psychiatric hospital services covered in accordance with OAC 5101:3-2
- S. PRO
Peer Review Organization determined by CMS
- T. SCHIP
State Children's Health Insurance Program established in Title XXI, Section 2102 (b)(3)(D) of the Social Security Act and funded by CFDA number 93.767

ARTICLE III. RESPONSIBILITIES OF ODJFS

- A. General Program Responsibilities
1. ODJFS acts as the single state agency responsible for the administration of the Medicaid program and has the full legal authority to administer or supervise the administration of the program. Certain discrete functions contained in this Interagency Agreement are delegated to ODMH; however nothing in this Interagency Agreement can modify, impair or hinder the authority of ODJFS to administer the Medicaid program.
 2. ODJFS will assign the authority for routine administration of the Medicaid program areas specified in this Interagency Agreement to ODMH.
 3. ODJFS, in consultation with ODMH, will promulgate the OAC rules and State Plan amendments that govern the Medicaid and SCHIP programs administered by ODMH pursuant to this Interagency Agreement.

4. ODJFS will determine the eligibility of Medicaid applicants on a timely basis according to the appropriate provisions of state and federal law, regulations and rules, the MEM, and the Medicaid State Plan.
5. ODJFS will work with ODMH to provide information and technical assistance when needed for ODMH to properly discharge its responsibilities under this Interagency Agreement.
6. ODJFS will monitor ODMH performance under this Interagency Agreement and ODMH compliance with applicable state and federal laws, rules and regulations.
7. ODJFS will review the federal Office of Management and Budget ("OMB") Circular A-133 audit by the State Auditor to assure that ODMH is properly performing subrecipient monitoring and conducting corrective action follow-up with its subcontractors.
8. ODJFS will be responsible for receiving, replying to and arranging compliance with any audit by the appropriate state or federal auditor directly related to the provisions of this Interagency Agreement.
9. ODJFS rules will incorporate a reference to ODMH rules governing the licensing and operation of hospitals that provide inpatient psychiatric services.
10. ODJFS will work with MCPs and FFS providers to assure that behavioral health care is coordinated with ODMH, the Ohio Department of Alcohol and Drug Addiction Services ("ODADAS"), Boards and other stakeholders.
11. Community Mental Health
 - a. ODJFS will recognize ODMH-certified mental health agencies as Medicaid providers.
 - b. ODJFS will serve as the final arbiter of Medicaid provider agreement disputes by conducting administrative hearings in connection with ORC 5111.
 - c. ODJFS will notify ODMH of providers who have been terminated from the Medicaid program due to fraud and abuse.
12. Inpatient Psychiatric Hospitals
 - a. ODJFS will process provider enrollment applications for hospitals that seek eligibility for participation in the Medicaid program pursuant to OAC 5101:3-2. Refer to ARTICLE IV, Section C regarding the enrollment of hospitals eligible to participate in the Medicaid program for the provision of inpatient psychiatric hospital services.
 - b. ODJFS will provide ODMH with all material that ODJFS distributed to hospital providers participating in the Medicaid program. Such material will be provided to ODMH and providers at the same time.
13. Utilization Review
 - a. ODJFS will require ODMH, or its agent, to perform a macro-level analysis of clinical and administrative data for services reimbursed through the ODMH Community Medicaid Program.
 - b. ODJFS will share, as part of its utilization review activities, Medicaid information with ODMH in order to identify persons with mental health-related problems and evaluate their treatment patterns. Information shared will be limited to the following:
 - (1) Medicaid Assistance identification numbers;
 - (2) Consumer names and addresses;
 - (3) Medical services provided;

- (4) Medical data, including diagnoses and past history of disease and disability; and
 - (5) Agency evaluation of personal information.
- c. ODJFS will share Medicaid information, including claims data, with ODMH and/or its agent for the purpose of evaluating the treatment patterns of inpatient psychiatric hospital patients. Information shared concerning Medicaid recipients will include reports detailed in the current ODJFS contract with the utilization review contractor.
 - d. In accordance with 42 CFR 456.3, ODJFS is responsible for implementing a statewide surveillance and utilization control program that safeguards against unnecessary or inappropriate use of Medicaid services and excess payments, assesses the quality of services and provides for control of service utilization. Pursuant to the provisions in this Interagency Agreement and in compliance with the federal regulation cited above, ODJFS delegates responsibility for implementing, managing, and paying for the statewide utilization control program for Medicaid inpatient psychiatric services for the period of July 1, 2007 to December 31, 2007 to ODMH.
 - e. ODJFS will administer the state hearing process for Medicaid recipients who wish to contest a pre-admission certification determination. Recipients have a right to a state hearing in accordance with OAC 5101:6-1 through 5101:6-9.
14. PASRR
- a. ODJFS will conduct program reviews of the performance of ODMH regarding PASRR Level II determinations.
 - b. ODJFS will allow ODMH access to records and will exchange information with ODMH as necessary in order to implement PASRR. ODJFS will participate in joint planning with ODMH and all other agencies involved in the implementation of PASRR.
 - c. ODJFS will compile data from ODMH, the Ohio Department of Aging (ODA), and the Ohio Department of Mental Retardation/Developmental Disabilities (ODMRDD) and submit an annual Alternative Disposition Plan (ADP) report to CMS.
 - d. ODJFS will utilize ODMH reporting of PASRR – SMI (Serious Mental Illness) “Yes NF (Nursing Facilities), Yes SS” (Specialty Services) determinations as part of the process to determine when an NF is at risk of becoming an IMD (Institution for Mental Diseases).
 - e. ODJFS will conduct state fair hearings regarding PASRR determinations.

B. Fiscal Responsibilities

1. Community Mental Health

- a. ODJFS will operate the MMIS claims system to adjudicate CMH service claims submitted by ODMH.
- b. ODJFS will transfer Medicaid FFP for appropriately adjudicated CMH service claims. Any claim submitted with a service date that is three hundred sixty-five (365) or more days past will be rejected as a non-reimbursable service unless the provisions of OAC 5101:3-1-19.3(G) apply. The transfer of FFP under this provision is not subject to the interest provisions of ORC Section 126.30.
- c. ODJFS may suspend payment of claims upon thirty (30) days notice if it reasonably believes ODMH and/or any Board(s) is/are not in material compliance with the requirements of this Interagency Agreement or with state or federal laws that govern the Medicaid program.
- d. ODJFS will timely notify ODMH of its receipt of any notice from the federal government of deferral or disallowance of any claim made for Medicaid services specified in this

Interagency Agreement. ODJFS will coordinate its response to such notices with ODMH within the time limits prescribed by the notice.

- e. Upon receipt of any notice of a disallowance or deferral under 42 CFR 433.300 of a claim, including any penalties assessed for Medicaid services furnished pursuant to this Interagency Agreement, ODJFS will reduce payments made in response to ODMH's submission of invoices by an amount equal to the amount disallowed or deferred until the full amount is recovered.
- f. ODJFS will cooperate with ODMH in the preparation of appeals to adverse federal audit exceptions when ODJFS deems an appeal warranted. If the position of ODJFS or the position of ODMH is upheld on appeal, funds withheld due to deferral or audit exceptions will be restored to ODMH upon availability of FFP.

2. Inpatient Psychiatric Hospitals

- a. ODJFS will process claims (invoices) from eligible private psychiatric hospital providers for covered services, will determine a per-discharge payment in accordance with OAC 5101:3-2, and will generate provider-specific Remittance Advices (summary of services and payments) on a weekly basis. ODJFS will designate ODMH as the "Pay To" address on each provider's ODJFS Provider Enrollment record. ODJFS will not make payments to private psychiatric hospital providers.
- b. ODJFS will process claims for services provided by public psychiatric hospitals for payment within ten (10) days of receipt of those claims from ODMH. ODJFS will designate ODMH as the "Pay To" address on each provider's ODJFS Provider Enrollment record. ODJFS will not make payment to public psychiatric hospital providers.
- c. ODJFS will transfer the FFP for public and private psychiatric inpatient services and for public and private psychiatric crossover payments for Medicare Part A (Inpatient) and Part B (Ancillary) claims to ODMH, through an intrastate transfer voucher (ISTV), pursuant to the state's guidelines for cash management and federal claiming. The transfer of FFP under this provision is not subject to the interest provision of ORC 126.30.
- d. ODJFS will reimburse ODMH, upon receipt of a properly completed and documented ISTV, the appropriate rate of FFP for services provided in accordance with OAC 5101:3-2 and for administrative expenses. Reimbursement will occur upon ODJFS's receipt of FFP from CMS.
- e. ODJFS will assist ODMH with claim status inquiries.
- f. ODJFS will decline to make payment for outstanding services if ODMH fails to provide information or access to audits as specified in ARTICLE IV, Section F, Paragraph 2, Subsections f, g, and h.
- g. ODJFS will process claims (invoices) for physician services provided to Medicaid recipients in public psychiatric hospitals and will generate and transmit a Remittance Advice.
- h. ODJFS will transfer funds to ODMH for the total IMD-DSH payment(s) to private psychiatric hospitals that qualify for IMD-DSH adjustments in accordance with OAC 5101:3-2-10.
- i. ODJFS will reimburse administrative costs allowed by CMS for the utilization review program at seventy-five percent (75%) of the FFP if ODMH enters into a contract with a Medicare PRO or an organization deemed PRO-like. ODJFS will reimburse those costs at fifty percent (50%) of the FFP if ODMH contracts with a non-Medicare PRO.

3. Managing Behavioral Health Services

- a. ODJFS will reimburse ODMH for administrative costs allowed by CMS for the implementation of MACSIS. Costs will be reimbursed at the prevailing FFP rate. The Office

of Management and Budget ("OMB") Circular A-87 will be used to determine reasonable costs.

- b. ODJFS will reimburse ODMH, upon receipt of a properly completed and documented ISTV, the administrative rate of FFP for services provided that include reimbursement for the implementation and operation of MACSIS. Reimbursement will occur after ODJFS's receipt of FFP from CMS.
4. ODJFS will reimburse ODMH the federal portion of Medicaid reimbursable costs for PASRR-related evaluation costs for screening required by the Omnibus Budget Reconciliation Act of 1987 (OBRA '87), as amended, for persons with mental health diagnoses in order to determine whether specialized services are needed.
5. ODJFS will, where applicable, validate electronic media claims submitted by ODMH and provide ODMH a list of any claims not honored.
- C. The ODJFS Interagency Agreement Manager is Daniel Arnold.

ARTICLE IV. RESPONSIBILITIES OF ODMH

A. General Program Responsibilities

1. ODMH will assist ODJFS in the development of OAC rules and State Plan amendments that govern the Medicaid programs administered by ODMH pursuant to this Interagency Agreement.
2. ODMH will assure that all responsibilities identified in this Interagency Agreement are implemented in accordance with the approved Medicaid State Plan and amendments and with the applicable OAC and ORC provisions.
3. ODMH will monitor its subrecipients and will conduct corrective action follow-up as necessary.
4. ODMH will carry out its responsibilities as a subrecipient in accordance with this Interagency Agreement.
5. ODMH will maintain records in accordance with federal regulations and will assure that all records are available for audit upon a valid request from ODJFS, the Auditor of State, CMS, and/or any duly authorized representative.
6. ODMH will establish requirements for Boards and CMH agencies that provide services covered under this Interagency Agreement in order to assure compliance with the provisions of this Interagency Agreement and all requirements of federal and state laws that govern the Medicaid program. Requirements may be implemented through Medicaid agreements between ODMH and ADAMH/CMH Boards and between ADAMH/CMH Boards and CMH agencies.
7. ODMH will assure that CMH service providers under this Interagency Agreement are certified by ODMH in accordance with OAC 5122-29 and ORC 5119.611.
8. ODMH will assure that private psychiatric hospitals meet licensure requirements to provide inpatient psychiatric care in Ohio and are therefore eligible to receive federal Medicaid funding.
9. ODMH will work with Managed Care Plans ("MCPs") and FFS providers to assure that behavioral health care is coordinated with ODJFS, ODADAS, ADAMH/CMH Boards, and other stakeholders.
10. ODMH will inform providers participating in Medicaid pursuant to OAC 5101:3-27-01 to cooperate with Health Insurance Corporations ("HIC") or similar entities that enter into contracts with ODJFS to provide medical care.

B. Community Mental Health

1. ODMH will assure that ODMH-certified CMH agencies have the right to appeal adverse decisions by ADAMH/CMH Boards and will make determinations of appeals by CMH agencies within forty-five (45) days of receipt of an appeal request. If ODMH determines that an agreement should be

awarded or not terminated, ODMH will require the appropriate ADAMH/CMH Board to comply with that determination. If ODMH affirms the denial or termination, it will forward the appeal to ODJFS for an administrative hearing on the matter. ODMH will assure that CMH agencies do not experience unnecessary delays in their receipt of decisions on Medicaid agreements from ADAMH/CMH Boards. A CMH agency that has submitted all required information for a decision on a Medicaid agreement may appeal a delay as it would an adverse determination.

2. ODMH will provide for the disclosure of survey information as required in 42 CFR 431.115.
3. ODMH will permit CMH agencies to subcontract for the provision of services specified herein. Any subcontractors that are not currently Medicaid providers must not have been terminated from the Medicaid program for proven abuse or fraud. The CMH agency will be fully responsible for the performance of its subcontractors.
4. ODMH will assure that the ODMH Medicaid Standard Form Contract and the ODJFS Medicaid Provider Agreement are used by Boards and are not subject to alteration or amendment in any way.

C. Inpatient Psychiatric Hospitals

1. ODMH will advise and assist ODJFS in the eligibility verification of providers that apply for participation in the Medicaid program and will forward completed applications to ODJFS for the assignment of a Medicaid provider number.
2. ODMH will advise and assist ODJFS in the determination of whether out-of-state hospitals are qualified psychiatric hospitals, whether services they provide are available in Ohio, and whether the patient's needs are of an emergency nature.

D. Utilization Review

1. ODMH will establish statewide standards and guidelines for utilization analysis of CMH services. Cases selected for retroactive review will be based on paid-claims data where the annual reimbursement for an individual recipient exceeds established thresholds.
2. Upon written request of ODJFS or its agent, ODMH will review Medicaid information and will advise ODJFS, or its agent, on treatment patterns of persons with mental health-related problems and the cost and/or expenditures for such treatment plans. The confidentiality requirements set forth in ARTICLE VII, Section D of this Interagency Agreement must be followed.
3. ODMH will share Medicaid information with ODJFS in order to evaluate the treatment patterns of inpatient psychiatric hospital patients as part of its utilization review activities. Information shared about Medicaid recipients will include reports detailed in an ODMH contract with a utilization review contractor.
4. ODMH will perform retroactive/post-payment utilization review functions for providers of inpatient psychiatric hospital services according to the terms of this Interagency Agreement. Reviews may include services rendered in general hospital psychiatric units and in psychiatric hospitals.
5. ODMH will perform pre-admission certification functions for psychiatric admissions as described in this Interagency Agreement.
6. ODMH will administer the provider appeals process for pre-admission certification and post-payment review in accordance with ODJFS rules.
7. ODMH or its contractual agent's, physician reviewers and other staff will provide assistance by telephone or in writing for hearing and pre-hearing activities at the request of ODJFS. ODMH will make all reasonable attempts to provide ODJFS staff with all information necessary to conduct a hearing and will provide for the appropriate presentation of all information that resulted in the denial of services or payment. In addition, ODMH physician reviewers or other staff will be available by telephone or in person when considered appropriate by ODJFS.

8. ODMH or its contractual agent will provide ODJFS with assistance by telephone or in writing for any client appeals.

E. PASRR

1. ODMH, through its relationships with ADAMH/CMH Boards and agencies, will assure the provision of specialized services for Medicaid recipients who are determined to need specialized services pursuant to PASRR rules, and who are either residing in a Medicaid-certified NF, or are individuals with SMI who are determined by the resident review process to no longer need care in a NF.
2. ODMH, through its relationships with ADAMH/CMH Boards and agencies or other contractors, will procure PASRR evaluations from independent third parties that will not be NF's or entities having a direct or an indirect affiliation or relationship with any NF.
3. ODMH will manage PASRR Level II evaluations and will, as the state mental health authority, make final NF and related specialized services determinations for individuals who have indications of SMI and have applied for admission to a NF or for enrollment onto the PASSPORT (Pre-Admission Screening System Providing Options and Resources Today) waiver. ODMH will allow ODJFS to have access to all pertinent records, will exchange information with ODJFS as necessary to review ODMH's implementation of the PASRR provisions of OBRA '87, as amended, and will participate in joint planning with all agencies involved in implementing PASRR.
4. ODMH or its agent will conduct evaluations of individuals with indications of SMI who are applying for admission to a NF or for enrollment onto the PASSPORT waiver in order to determine whether NF and/or specialized services are required.
5. ODMH or its agent will review the need for care in a NF and for specialized services of individuals already residing in nursing facilities or enrolled on the PASSPORT waiver in accordance with the resident review criteria found in OAC 5101:3-3-15.2.
6. ODMH will assure that PASRR evaluations and determinations are made in accordance with the specifications and time lines found in OAC rules 5122-21- 03, 5123:2-14-01, 5101:3-3-15.1, and 5101:3-3-15.2.
7. ODMH will assure that all individuals evaluated as part of PASRR have the right to appeal any determination they consider adverse by utilizing the ODJFS state fair hearing process. ODMH will provide notice and hearing summaries and will defend their determinations at hearings conducted by ODJFS hearing officers.
8. ODMH will monitor the PASRR process by conducting periodic quality reviews.
9. ODMH will provide ODJFS with statistics for the annual ADP ("Automated Data Processing") report to CMS.
10. ODMH will notify the appropriate County Department of Job & Family Services ("CDJFS") of all "No NF" determinations resulting from resident reviews so the CDJFS can take appropriate action to terminate NF vendor payment or PASSPORT enrollment.
11. ODMH will provide ODJFS with a quarterly listing of individuals determined "yes NF, yes specialized services" during the preceding quarter. The list will include each individual's name, and the NF's name and address or the PAA ("PASSPORT Administrative Agency") responsible for the individual's care under an HCBS waiver.
12. ODMH will notify ODJFS' agent PAA of all "No NF" PAS ("Pre-Admission Screening") determinations so the PAA can take appropriate action to deny NF vendor payment or PASSPORT enrollment.

F. ODMH Fiscal Responsibilities

1. Community Mental Health

- a. ODMH will process claims submitted by participating CMH agencies in accordance with federal regulations.
- b. ODMH will submit claims to ODJFS in an agreed upon format.
- c. ODMH will assure that ADAMH/CMH Boards make payment in full for Medicaid claims submitted prior to claiming FFP.
- d. ODMH will assure cost reconciliation of reimbursed services is performed in accordance with OAC 5101:3-27.
- e. ODMH will assure that prospective unit rates for each type of Medicaid covered service are determined in accordance with OAC 5101:3-27.
- f. As a subrecipient of ODJFS, under the Medicaid and SCHIP programs, ODMH must return the FFP portion of any Medicaid overpayment to ODJFS within sixty (60) days of the identification of such an overpayment.
- g. ODMH will make payments for Medicare co-insurance and deductible claims processed by ODJFS and determined to be payable to a CMH agency for CMH services under this Interagency Agreement. It is understood that, for these services, ODMH assumes no responsibility to assure compliance with Medicare or Medicaid requirements.
- h. ODMH will assure that audit exceptions are responded to in the manner enumerated below:
 - (1) ODMH will provide ODJFS any information necessary to respond to any audit exception.
 - (2) ODMH will pay ODJFS the full amount of any liability against Title XIX and Title XXI from the federal government that results from adverse audit exceptions generated by provisions of this Interagency Agreement, except when it has been established that the loss of the FFP was caused by ODJFS.
- i. ODMH will submit invoices via an ISTV, or a form specified by ODJFS, for administrative costs incurred in the performance of this Interagency Agreement subject to the following terms:
 - (1) Only direct costs can be claimed for full-time employees and/or for costs claimed under contract;
 - (2) Prior federal approval must be obtained for indirect costs claimed under this Interagency Agreement, including data processing expenses associated with the processing of claims submitted for participating mental health and alcohol and other drug addiction programs in accordance with federal regulations and MMIS requirements; and
 - (3) Sufficient documentation must be submitted to ODJFS with the billing to verify the amount.
 - (4) Administrative costs will be reimbursed at the appropriate FFP percentage; and
 - (5) The Office of Management and Budget Circular A-87 will be used to determine costs.

- j. ODMH will assure that no fee is charged by ODMH or the ADAMH/CMH Boards to the CMH agencies for any cost associated with transferring of funds, contracting, or administrative fees.
 - k. ODMH will assure that services claimed for reimbursement under any other federal program are not charged to Title XIX or Title XXI. This exclusion does not apply to persons eligible for Medicaid crossover. A CMH agency cannot be reimbursed by ODJFS for services reimbursed by ODMH under provisions of this Interagency Agreement.
 - l. ODMH will submit, on a quarterly basis, a two-year estimate of ODMH-anticipated expenditures. Sixty (60) days prior to the start of a quarter, ODMH must give ODJFS a monthly estimate for that quarter and a quarterly estimate for the next seven (7) quarters. Failure to submit the two-year projection on a quarterly basis will result in reimbursement being withheld for that quarter until the projection is received. The report must be sent to the ODJFS Bureau of Budget Management and Analysis at 30 East Broad Street, 38th Floor, Columbus, Ohio 43215.
 - m. ODMH will assure and will certify the availability of the required matching funds for the programs that ODMH administers as indicated in this Interagency Agreement.
2. Inpatient Psychiatric Hospitals
- a. ODMH will remit to the private psychiatric hospital providers one hundred percent (100%) of the Medicaid payment per discharge as determined in accordance with ARTICLE III, Section B, Paragraph 2.
 - b. ODMH will submit claims for inpatient psychiatric services provided by public psychiatric hospitals to the ODJFS Claims Processing Section within three hundred sixty-five (365) days of the date of service.
 - c. ODMH will assume responsibility for one hundred percent (100%) of the Medicaid payment for Medicare Part A (Inpatient) and Part B (Ancillary) crossover claims for services rendered to Medicare/Medicaid-eligible individuals by private psychiatric hospitals, in accordance with ARTICLE III, Section B, Paragraph 2 of this Interagency Agreement.
 - d. ODMH will certify that all expenditures for public and private psychiatric hospital services are Medicaid-reimbursable. In order to meet the state's requirements to claim federal funds, payments for public psychiatric hospital services will be made from the ODMH Fund for only the FFP share. No further payments will be made for the same services. ODMH will certify the State share, and will provide the required State match for inpatient psychiatric hospital services.
 - e. ODMH will process inquiries of claims status in accordance with OAC 5101:3-19.9 and respond as appropriate to the provider.
 - f. ODMH will assure that all necessary financial and related records supporting the expenditures for services rendered to recipients will be available to all state and federal agencies, including ODJFS and HHS, that have the authority to audit such records and will further assure that the records are maintained for a period of six (6) years from remittance of payment, or until an audit is completed and all exceptions resolved.
 - g. ODMH will provide ODJFS with any data required for CMS reports related to inpatient hospital services.
 - h. ODMH will submit claims for physician services provided to Medicaid recipients in public psychiatric hospitals to the ODJFS Claims Processing Section within three hundred sixty-five (365) days from the date of service.
 - i. ODMH will make IMD-DSH payments to private psychiatric hospitals that qualify for IMD-DSH adjustments in accordance with OAC 5101:3-2-10.

3. ODMH will invoice ODJFS at least quarterly via an ISTV for the actual Medicaid reimbursable costs for screening required by OBRA '87, as amended, for persons with mental health diagnoses in order to determine whether specialized services are needed. ODMH will assure that ADAMH/CMH Boards submit invoices for PASRR-related evaluation costs only.

G. The ODMH Interagency Agreement Manager is Angela Bergefurd.

ARTICLE V. TIME OF PERFORMANCE

A. Effective Dates

This Interagency Agreement is in effect from July 1, 2007 through December 31, 2007, unless this Interagency Agreement is suspended or terminated pursuant to ARTICLE V, Section B prior to the termination date. This Interagency Agreement may be renewed upon satisfactory performance by both parties, upon appropriation of funds for such, and by mutual agreement of the parties.

B. Termination

1. This Interagency Agreement may be terminated at the convenience of either party without cause upon thirty (30) days written notice of termination to the other party. Notice of termination will be sent or otherwise delivered to the persons signing this Interagency Agreement.
2. This Interagency Agreement may be terminated immediately in the event of a loss of funding pursuant to ARTICLE VI, Section B, disapproval by a federal administrative agency, or upon discovery of non-compliance with any federal or state laws, rules or regulations. In the event of termination pursuant to this Section B, a notice specifying the reasons for termination will be sent as soon as possible after the termination to the non-terminating party.
3. Notwithstanding Section B, 1 above, this Interagency Agreement may not be terminated at the convenience of either party if the performance under this Interagency Agreement is compelled by State or Federal Statute or Executive Order.

ARTICLE VI. COMPENSATION

- A. The total amount of the Federal award is One Hundred Ninety-Three Million, Four Hundred Fifty Thousand, and 00/00 Dollars (\$193,450,000.00). Additionally, ODJFS shall transfer Non-Federal Disproportionate Share Hospital (DSH) payments referenced in Article VI, Section F, Paragraph 2, sub-paragraph i to ODMH. The total transfer of DSH payments shall not exceed Three Million, Six Hundred Twenty-Four and 00/100 Dollars (\$3,000,624.00) for the Interagency Agreement period listed in Article V, Section A.

ODJFS agrees to transfer up to One Hundred Ninety-Six Million, Four Hundred Fifty Thousand, Six Hundred Twenty-Four and 00/100 Dollars (\$196,450,624.00) to ODMH for the Interagency Agreement period listed in Article V, Section A. ODMH (Receiving Agency) shall prepare proper invoices and Intra-State Transfer Vouchers (hereinafter "ISTVs") on at least a quarterly basis for actual allowable expenditures incurred pursuant to responsibilities outlined in VII. The parties agree that no further reimbursement will be sought hereunder.

ODJFS agrees to reimburse ODMH the appropriate FFP for services identified in this Agreement and provided by ODMH and for related allowable administrative and general costs. ODJFS shall specify procedures by which the reimbursement and any interagency funds transfers shall be made to ODMH. Reimbursement details are as follows:

1. The maximum FFP amount which may be compensated for the Interagency Agreement period listed in Article V, Section A by ODJFS under this Agreement is One Hundred Ninety-Three Million, Four Hundred Fifty Thousand, and 00/00 Dollars (\$193,450,000.00).
2. The maximum Non-Federal Disproportionate Share Hospital (DSH) payments amount which may be compensated in SFY 2008 by ODJFS under this Agreement shall not exceed Three Million, Six Hundred Twenty-Four and 00/100 Dollars (\$3,000,624.00) for the Interagency Agreement period listed in Article V, Section A.

- B. Payment for any and all services provided pursuant to this Interagency Agreement may be contingent upon the availability of state and federal funds. If the Ohio General Assembly or the federal government disapproves or ceases to continue funding ODJFS for payments due hereunder, this Interagency Agreement will be terminated as of the date funding expires without notice or further obligation of ODJFS. ODJFS will provide written notice to ODMH as soon as possible.
- C. All obligations in this Interagency Agreement are subject to the requirements of Section 126.07 of the Ohio Revised Code.

ARTICLE VII. COMPLIANCE WITH FEDERAL REGULATIONS

- A. Definitions:
1. For the purposes of this Subgrant Agreement, the terms "auditee," "auditor," "audit finding," "CFDA number," "Federal award," "Federal awarding agency," "Federal program," "internal control," "management decision," "non-profit organization," "Office of Management and Budget (OMB)," "pass-through entity," "single audit," "state," and "subrecipient" have the same meanings as provided in section 105 of OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
 2. For the purposes of this Subgrant Agreement, the terms "equipment," "real property," "subaward," "supplies," "suspension," and "termination" have the same meanings as provided in 7 CFR 3019.
- B. ODMH understands that it, as a subrecipient, must meet the requirements of the federal Office of Management and Budget (OMB) Circular A-133, which requires, among other things, that ODMH is to conduct monitoring activities for any of its subrecipients that receive funds from ODMH under this Interagency Agreement.
- C. ODMH, as a subrecipient, specifically acknowledges its obligations relative to the funds provided under this Interagency Agreement with respect to OMB Circulars A-110, A-122, as well as A-133 as well as Chapter 45 of the Code of Federal Regulations, Part 74 (45 CFR 74), including but not limited to the following federal rules:
1. Standards for financial management systems: ODMH and its subrecipients will comply with the requirements of 45 CFR 74, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
 2. Period of Availability of Funds: Pursuant to 45 CFR 92.23, ODMH and its subrecipients may charge to the award only costs resulting from obligations incurred during the funding period specified in the Recitals section of this Subgrant Agreement. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period unless otherwise specified herein.
 3. Matching or Cost Sharing: Pursuant to 45 CFR 92.24, matching or cost sharing requirements applicable to the Federal program must be satisfied by allowable costs incurred or third-party in-kind contributions.
 4. Program Income: Program income, as defined in 45 CFR 92.25, must be used as specified in this section.

5. Real Property: If ODMH is authorized to use funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 92.31.
 6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by ODMH or any of its subrecipients, will be governed by the provisions of 45 CFR 92.32.
 7. Supplies: Title and disposition of supplies acquired by ODMH or any of its subrecipients with Subgrant funds will be governed by the provisions of 45 CFR 92.33.
- D. Subject to the threshold requirements of 45 CFR 92.26, ODMH must have an entity-wide single audit as specified in that section. One copy of every audit report must be sent to the ODJFS, Office of the Chief Inspector, 30 East Broad Street, 32nd Floor, Columbus, Ohio 43215-3414, within two (2) weeks of the receipt of the audit report.
- E. ODMH understands it has additional responsibilities as an auditee under OMB Circular A-133 that include, but are not limited to:
1. Proper identification of federal awards received;
 2. Maintenance of required internal controls;
 3. Compliance with all state and federal laws, and regulations, and with all provisions of contracts, grant agreements, or subgrant agreements that pertain to each of its federal programs;
 4. Preparation of appropriate financial statements that include a schedule of federal award expenditures;
 5. Proper performance and timely submission of the A-133 Single Audit; and
 6. Follow up on audit findings that include the preparation of a summary schedule of prior audit findings and corrective action, if needed, and the preparation of a corrective action plan.

ARTICLE VIII. GENERAL PROVISIONS

- A. Upon breach or default of any of the provisions, obligations, or duties embodied in this Interagency Agreement, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default does not constitute waiver of subsequent occurrences, and the parties retain the right to exercise all remedies mentioned herein.
- B. This Interagency Agreement may be modified or amended provided that any such modification or amendment is in writing and is signed by the directors of the agencies. It is agreed, however, that any amendments to laws, rules, or regulations cited herein will result in the correlative modification of this Interagency Agreement, without the necessity for executing written amendments.
- C. Equal Employment Opportunity
1. In carrying out this Interagency Agreement, both parties agree not to discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status. Both parties will assure that applicants are hired and that employees are treated during employment in matters of employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship, without regard to their race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status. Both parties certify current and ongoing compliance with the Executive Order 11246 concerning Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by Department of Labor regulations found at 41 Code of Federal Regulations (CFR) 60.

2. Both parties agree to post in conspicuous places, available to all employees and applicants for employment, notices stating compliance with all applicable federal and state non-discrimination laws. Both parties will incorporate the foregoing requirements of this ARTICLE VI in all solicitations or advertisements for employees placed by or on the party's behalf and in all of its contracts for any of the work prescribed in this Interagency Agreement. Both parties agree to require all of its subcontractors to incorporate the requirements of this Section C in all subcontracts for any part of the work under this Interagency Agreement.

D. Confidentiality of Information

1. Both parties agree not to use any information, systems, or records provided by the other party for any purpose other than to fulfill the obligations specified herein. Both parties expressly agree to be bound by the same standards of confidentiality that apply to the employees of ODJFS, ODMH, and the State of Ohio. The terms of this ARTICLE VI will be included in any subcontracts executed by either party for work under this Interagency Agreement. Both parties expressly agree to comply with state and federal confidentiality laws and regulations that are applicable to the programs under which this Interagency Agreement is funded. Each party is responsible for obtaining its own copies of all applicable confidentiality laws and regulations and for ensuring employee and subcontractor compliance with those laws and regulations. Both parties affirm current and ongoing compliance with 42 United States Code (USC) 1320d through 1320d-8 and 45 CFR 164.502(e) and 164.504(e), regarding disclosure of Protected Health Information under HIPAA.
2. The parties agree and acknowledge that the information provided by one or both parties may be considered confidential or proprietary under the laws of the State of Ohio or under federal law. If either party to this Interagency Agreement, as public entities, receives a public records request for information related to this document, the party receiving the request (Party "A") will promptly notify the other party (Party "B") of the request. If Party "B" believes there is information that is confidential or proprietary and should not be released, Party "A" will provide a reasonable period of time for Party "B" to seek to have the confidential or proprietary information withheld from the document prior to releasing the document.
3. ODMH agrees that any data made available to ODMH by ODJFS will be returned to ODJFS no later than ninety (90) days following termination of this Interagency Agreement and will certify that no copies of source data were retained by ODMH.
4. ODMH will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the ODJFS against use or disclosure not provided for by this Interagency Agreement.
5. ODMH agrees that access to the records and data provided by ODJFS and described in ARTICLE III will be restricted to only those authorized employees, officials, and other persons who need it to perform duties related to this Interagency Agreement. ODMH agrees to provide ODJFS Interagency Agreement Manager with a complete listing of any and all persons who will have access to the above referenced records and/or data.
6. ODMH agrees that the above records and/or data and any records, reports, databases, and/or other derivative documents created from the information provided under this Interagency Agreement will be stored in an area that is physically safe from access from unauthorized persons during duty and non-duty hours. Information provided under this Interagency Agreement will be protected electronically to prevent unauthorized access by computer, remote access, or any other means.
7. ODMH will assure that all persons who have access to the above referenced information will be fully apprised as to the confidential nature of the information, the safeguards required to protect the information, and the applicable civil and criminal sanctions and penalties associated with any intentional or non-intentional disclosure.
8. ODMH will not disclose any of the above referenced information to any third party without the specific written authorization of the Director of ODJFS.

9. ODMH will permit onsite inspection by entities of the State of Ohio that include but are not limited to ODJFS, the Auditor of State, the Inspector General, or any duly authorized law enforcement officials or agencies of the United States government.
 10. ODMH agrees that the terms of this ARTICLE VI will be included in any subcontracts executed by ODMH for any and all work under this agreement. ODMH will provide a copy of any and all subcontracts related to this Interagency Agreement to the ODJFS Interagency Agreement Manager.
- E. ODJFS and ODMH agree to comply with all federal and state laws, rules, regulations, and auditing standards that are applicable to the performance of this Interagency Agreement. ODJFS and ODMH hereby certify current and ongoing compliance with the statutes and regulations pertaining to The American's with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
- F. This Interagency Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Interagency Agreement be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Interagency Agreement is not affected thereby provided that the absence of the illegal provision does not render the performance of the remainder of this Interagency Agreement impossible. Should the removal of an unenforceable provision render the intended performance under this Interagency Agreement difficult or nonsensical, but not impossible, the parties will negotiate in good faith to produce replacement provision(s) in keeping with the objectives of this Interagency Agreement and the statutory constraints of the parties.
- G. All records relating to costs, work performed and supporting documentation for invoices submitted to ODJFS by ODMH along with copies of all deliverables submitted to ODJFS pursuant to this Interagency Agreement will be retained and made available by ODMH for audit by entities of the State of Ohio that include but are not limited to ODJFS, the Auditor of State, the Inspector General, or any duly authorized law enforcement officials or agencies of the United States government for a minimum of three (3) years after the effective ending date listed in ARTICLE V of this Interagency Agreement. If an audit is initiated during the three-year period, ODMH will retain the records until the audit is concluded and all issues resolved or until the end of the three-year period, whichever is later. If appropriate, ODMH must meet the requirements of the federal Office of Management and Budget (OMB) Circular A-87, and A-133.
- H. Audit Exceptions
1. ODJFS will be responsible for receiving, replying to, and arranging compliance with any audit exception found by any state or federal audit of this Interagency Agreement as it pertains to federal or ODJFS funding of this Interagency Agreement. ODJFS will promptly notify ODMH of any adverse findings that are allegedly the fault of ODMH. Upon receipt of notification by ODJFS, ODMH will fully cooperate with ODJFS and will timely prepare and send to ODJFS its written response to the audit exception.
 2. ODJFS and ODMH will each be liable for any audit exception that results solely from its acts or omissions in the performance of this Interagency Agreement. In the event that audit exceptions result from the acts or omissions of both ODJFS and ODMH, any financial liability for the audit exception will be shared by each party in proportion to its relative fault. In the event that a dispute arises concerning the allocation of financial liability for audit exceptions, the parties agree to refer the dispute to the Office of the Governor for a final, binding determination to allocate financial liability.
 3. For the purpose of this section, the term "audit exception" will include federal disallowance and deferrals.
- I. To the extent allowable by law, ODJFS and ODMH agrees that each will be responsible for any liability, suits, losses, judgments, damages, or other demands brought because of its actions or omissions in performance of this Interagency Agreement.
- J. Both ODJFS and ODMH agree that the directors of ODJFS and ODMH will resolve any disputes between the parties concerning responsibilities under, or performance of, any of the terms of this Interagency Agreement. In the event the directors cannot agree to an appropriate resolution to a dispute, they will be referred to the Office of the Governor for a final, binding determination to resolve the dispute.

- K. ODMH agrees to cooperate with any child support enforcement agency and to use its best efforts to assure that employees of ODMH meet child support obligations established under state law. Further, by executing this Agreement, ODMH certifies present and continued compliance with any court or administrative order for the withholding of support that is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123 and 3125.
- L. By executing this Interagency Agreement, the parties certify that, as applicable to the parties, any employee, (including all field staff) associated with the project agree to comply with all applicable state and federal laws that include, but are not limited to, 29 CFR 98 and 45 CFR 76 regarding a drug-free workplace. The parties will make a good faith effort to assure that no employees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- M. All terms and conditions of this Interagency Agreement are embodied herein. No other terms and conditions will be considered a part of this Interagency Agreement unless expressly agreed upon in writing and signed by both parties.

ARTICLE IX. BUSINESS ASSOCIATE REQUIREMENTS UNDER HIPAA

- A. Definitions: The definitions contained in this Section are derived from federal law. Should there be any conflict between the meanings assigned in this Interagency Agreement, including any amendments, and the meanings defined in applicable federal law, the definitions found in federal law will prevail.
1. "Covered Entity" means a health plan, a health care clearinghouse, or health care provider under 45 CFR 160.103.
 2. "Business Associate" means a person or entity that, on behalf of the Covered Entity, performs or assists in the performance of a function or activity that involves the use or disclosure of "Protected Health Information" under 45 CFR 160.103.
 3. "Protected Health Information" (hereinafter "PHI") means information received from or on behalf of a Covered Entity that meets the definition of PHI as defined by HIPAA and 45 CFR 164.501 and any amendments thereto.
- B. ODMH acknowledges that ODJFS, through its Office of Ohio Health Plans, is a Covered Entity under HIPAA. ODMH further acknowledges that ODMH is a Business Associate of ODJFS, and, in carrying out the work described in this Interagency Agreement, ODMH agrees to comply with all of the following provisions:
1. Permitted Uses and Disclosures: ODMH will not use or disclose PHI except as provided in this Interagency Agreement, or as otherwise required under HIPAA regulations or other applicable law.
 2. Safeguards: ODMH will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the ODJFS against use or disclosure not provided for by this Interagency Agreement.
 3. Reporting of Disclosures: ODMH will promptly report to ODJFS any knowledge of uses or disclosures of PHI that are not in accordance with this Interagency Agreement or applicable law. In addition, ODMH will mitigate any adverse effects of such a breach of confidentiality to the greatest extent possible.
 4. Agents and Subcontractors: ODMH will assure that all its agents and subcontractors that receive PHI from or on behalf of ODMH and/or ODJFS agree to the same restrictions and conditions that apply to ODMH with respect to the use or disclosure of PHI.
 5. Accessibility of Information: ODMH will make available to ODJFS such information as ODJFS may require to fulfill its obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA and regulations promulgated by the United States Department of Health and Human Services, including, but not limited to, 45 CFR 164.524 and 164.528 and any amendments thereto.

6. Amendment of Information: ODMH will make PHI available to ODJFS so that ODJFS may fulfill its obligations pursuant to HIPAA to amend the information. As directed by ODJFS, ODMH will also incorporate any amendments into the information held by ODMH and will assure incorporation of any such amendments into information held by ODMH's agents or subcontractors.
7. Disclosure: ODMH will make available to ODJFS and to the Secretary of the United States Department of Health and Human Services any and all internal practices, documentation, books, and records related to the use and disclosure of PHI received from ODJFS, or created or received by ODMH on behalf of ODJFS. The access is for the purpose of determining ODJFS's compliance with HIPAA, regulations promulgated by the United States Department of Health and Human Services, and any amendment thereto.
8. Material Breach: In the event of material breach of ODMH obligations under this ARTICLE XII, ODJFS may immediately terminate this Interagency Agreement as set forth in ARTICLE V, Section B. Termination of this Interagency Agreement will not affect any provision of this Interagency Agreement, which, by its wording or its nature, is intended to remain effective and to continue to operate after termination.
9. Return or Destruction of Information: Upon termination of this Interagency Agreement, and at the request of ODJFS, ODMH will return to ODJFS or destroy all PHI relative to this Interagency Agreement in ODMH's possession and will not keep copies of the PHI except as requested by ODJFS or required by law. If ODMH, its agents, or subcontractors destroy any PHI, then ODMH will provide to ODJFS documentation evidencing such destruction. Any PHI retained by ODMH will continue to be extended the same protections set forth in this Section and HIPAA regulations for as long as it is maintained.

Signature Page Follows

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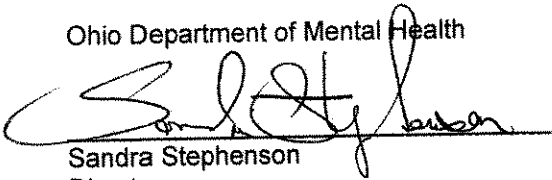
**INTERAGENCY AGREEMENT
BETWEEN
THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
AND
THE OHIO DEPARTMENT OF MENTAL HEALTH**

A-89-07-0399

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS INTERAGENCY AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

APPROVED BY:

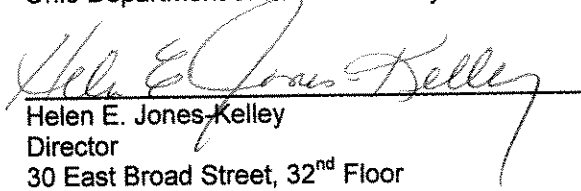
Ohio Department of Mental Health



Sandra Stephenson
Director
30 East Broad Street, 7th Floor
Columbus, Ohio 43215

*Use as needed
8/28/07*

Ohio Department of Job and Family Services



Helen E. Jones-Kelley
Director
30 East Broad Street, 32nd Floor
Columbus, Ohio 43215