

## TO BE RESCINDED

5101:2-49-10 **Provider contracts and amendments.**

(A) The ODHS 1404 "Refugee Resettlement Program Purchase of Social Service Agreement" (see appendix A of this Rule) is the form which must be executed when a county department of human services (CDHS) wishes to purchase refugee resettlement program (RRP) or Cuban/Haitian entrant program (CHEP) social services from a provider. The ODHS 1404 contains the following provisions:

(1) Purchase of services:

CHDS agrees to purchase for, and provider agrees to furnish to, eligible individuals those specific social services detailed in exhibits I and III of this rule.

(2) Contract period:

RRP and CHEP contracts may be entered into at any time and shall normally terminate at the conclusion of the federal fiscal year. When a longer term is necessary to utilize available federal funds, contracts may be amended to extend into the following federal fiscal year. However, such contracts, regardless of term, may not contain funds allocated during more than a single federal fiscal year. In no case may a contract remain in force longer than twelve months following the end of the federal fiscal year in which the agreement was originally entered into.

(3) Availability of funds:

Payments for all services provided are contingent upon the availability of and will not exceed the total of federal funds.

(4) Cost and delivery of purchased services:

Subject to the limitations specified in paragraph (A)(3) of this rule and as detailed in exhibit IV of this rule, the amount to be paid for such purchased services will be based on a negotiated per unit rate.

(5) Eligibility for services:

Eligibility of individuals to receive purchased services shall be determined and units of service authorized by the county department of human services in accordance with policies and procedures described in rule 5101:2-49-07 of the Administrative Code.

(6) Referral procedures:

The CDHS will furnish to provider a copy of the service plan, the requested services, and the specific services approved for the eligible individual. If an individual initially applies to provider for purchased services, the provider will make a referral to the CDHS in accordance with the criteria set forth in exhibit V of this rule.

(7) Payment for purchased services:

Provider shall, within thirty days of the end of each service month, make claims for the preceding month by submitting an ODHS 1405 to the CDHS. The CDHS shall accept only one supplemental ODHS 1405 from the provider for each month of service. The supplemental ODHS 1405 must be submitted no later than sixty days following the service month. If an ODHS 1405 is submitted in a timely manner and an error is found, the CDHS shall return the form to the provider for correction. The rejected ODHS 1405 must be corrected and returned to the CDHS within fifteen days following the thirty-day limitation under which it was originally submitted. No original, supplemental, or corrected ODHS 1405 will be authorized for reimbursement unless submitted in a timely manner. Reported expenditures are subject to audit by appropriate state, county, and federal officials. CDHS shall make payment for allowable services within one hundred twenty days of the month of service. Upon payment of an invoice, the CDHS shall, within fifteen days, submit a copy of the ODHS 1405 to the RRP state coordinator's office, ODHS. See appendix B of this rule for a copy of the ODHS 1405.

(8) Subcontracting:

When deemed necessary to deliver services of the quantity and quality specified in exhibit III of this rule, the provider may subcontract. All such subcontracts shall be in the same form as this agreement and subject to the same terms, conditions, and covenants contained therein. No such subcontracts shall in any case release the provider of liability under the provider contract. The provider is responsible for making direct payment for such services.

(9) Independent contractors:

Providers, agents, and employees of the provider will act in performance of this agreement in an independent capacity, and not as officers or employees or agents of the state of Ohio or the CDHS.

(10) Duplicate billing:

Provider warrants that claims made to CDHS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of public or private funds for the same service.

(11) Financial records:

The provider shall maintain independent books, records, payroll, documents, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. Such records shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, and CDHS personnel.

(12) Availability and retention of records:

Provider shall maintain and preserve all financial records related to this agreement, including any other documentation used in the administration of the program, in its possession for a period of five years, and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this agreement unless otherwise directed by the CDHS.

(13) Responsibility for audit exceptions:

Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate CDHS, state, or federal audit directly related to the provisions of the provider contract. Provider agrees to pay to CDHS the full amount of CDHS' liability to ODHS resulting from said audit exceptions.

(14) Confidentiality:

Provider agrees that the use or disclosure of any information by any party concerning eligible individuals for any purpose not directly related with the administration of the CDHS or provider's responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.

(15) Civil rights:

CDHS and provider agree that, in the performance of the provider contract,

there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or any other factor as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the provider will comply with all appropriate federal and state laws regarding such discrimination, and the right to and method of appeal will be made available to all persons served under this agreement.

(16) Indemnity and insurance:

Provider agrees that it will at all times during the existence of this agreement indemnify and save harmless the CDHS, ODHS, and the board of county commissioners in which the CDHS is situated, against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract. Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death.

(17) Evaluation and monitoring:

CDHS and provider will, as detailed in exhibits II and III to this rule, monitor the manner in which the terms of the agreement are being carried out and evaluate the extent to which the stated objectives are being achieved. Copies of said monitoring and evaluation reports shall be forwarded to the state coordinator, refugee resettlement program. Provider shall, as a condition of payment, submit to the CDHS, along with the ODHS 1405, a roster covering purchased services rendered to eligible individuals during the period for which reimbursement is claimed. Such rosters shall identify the CDHS case number, primary consumer of the service case, authorized consumer, service code, date of service, charge per unit, and number of units delivered.

(18) Provider reporting requirements:

Refugee and Cuban/Haitian entrant social service contract providers shall submit to CDHS such statistical reports on clients served and services provided as may be required for state and federal reporting purposes.

(19) Termination:

The agreement between CDHS and provider shall terminate automatically if the provider fails to meet all licensing requirements imposed by law. This agreement may also be terminated at any time upon thirty days written notice by either party.

(20) Amendment of contract:

The provider contract may be amended at any time by a written amendment signed by both parties and submitted to the RRP state coordinator's office within thirty days of signature. Reasons for amendment may include, but are not necessarily limited to, the following:

- (a) The quality or extent of purchased services furnished by provider has been reduced or improved.
- (b) The actual cost of service delivery has varied significantly from the negotiated unit rate.
- (c) The number of units provided has exceeded the number that was projected in exhibit IV of this rule, for two consecutive months.

(21) Publicity:

In any publicity release or other public reference including media releases, information pamphlets, etc., on the services provided under the provider contract, it will be clearly stated that the project is in part funded under the state of Ohio's refugee resettlement or Cuban/Haitian entrant social services program through federal and state reimbursement.

(22) Accessibility of program to the handicapped:

The provider will comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and all requirements imposed by applicable HHS regulations (45 CFR, Part 84) and all guidelines and interpretations issued pursuant thereto.

(B) The ODHS 1805 "Amendment to Provider Contract" is the form which must be executed when a CDHS wishes to amend an existing provider contract. The ODHS 1805 contains the following provisions:

- (1) The termination date of the contract may be changed.
- (2) The total value of the contract may be changed.
- (3) The cost and total number of units of purchased services may be changed.

(4) The services to categories of individuals may be changed.

(C) The exhibits referred to in paragraph (A) of this rule have the following provisions:

- (1) Exhibit I lists the services being purchased from the provider, unit rate, reporting units, service subcode, estimated number of units, and categories of eligibility.
- (2) Exhibit II sets forth the specific monitoring and evaluation procedures that will be applied during the life of the provider contract.
- (3) Exhibit III describes the scope of the provider agency, the services to be provided, the capability of the provider to provide the services needed, and anticipated techniques for self-monitoring and evaluation.
- (4) Exhibit IV is a detailed budget of the projected operation of the purchased program for the contract year under consideration.
- (5) Exhibit V describes the referral procedures agreed upon between the CDHS and the provider.

Effective:

R.C. 119.032 review dates: 12/09/2002

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Certification

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Date

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