

**OHIO DEPARTMENT OF HEALTH
MEDICAID ADMINISTRATIVE CLAIMING ("MAC")
LOCAL HEALTH DEPARTMENT PROCESS
CONTRACT**

This MAC Local Health Department Process Contract ("Contract") is between:

Ohio Department of Health ("ODH")		Galion City Health Department
Finance and Information Technology, Medicaid Administrative Claiming		Andrea Cinadr Health Commissioner
Dane Austin, Program Administrator 3 ("ODH Contract Manager")		113 Harding Way East Galion, OH 44833-1902
246 North High Street, Columbus, Ohio 43215	AND	419-468-1075
		andrea.cinadr@galionhealth.org
Dane.Austin@odh.ohio.gov		OAKS # 104279

For the purpose of this Contract, the term "Parties" may be used to collectively refer to both ODH and LHD. Within fourteen (14) days of receipt, this Contract should be signed by LHD and returned electronically along with required attachments, if any (see §3), to Ohio Department of Health, Medicaid Administrative Claiming, Attention: Dane Austin, MAC Unit at Dane.Austin@odh.ohio.gov. A copy of the executed Contract shall be returned to the LHD Authorized Representative.

1. **CONTRACT TERM.** Subject to §5 and other terms and conditions specified in this Contract:

- 1.1. "Contract Beginning Date" shall be defined as the date indicated here, or the date of Contract execution by both Parties, whichever is later:

7/1/2025

- 1.2. "Contract Ending Date" shall be defined as the date indicated here, or the date of Contract termination, whichever is first:

6/30/2027

- 1.3. "Contract Period" shall be defined as the time between the "Contract Beginning Date" and "Contract Ending Date" unless prior to the expiration date, the Contract is renewed, terminated, or cancelled in accordance with the Contract Terms and Conditions.

2. **CONTRACT FUNDING.**

- 2.1. **Contract Funding Source.** This Contract is made pursuant to the federal funds received from Ohio Department of Medicaid Reimbursement for those Medicaid services under CFDA 93.778.
- 2.2. **Legal or Statutory Authority.** Ohio Revised Code ("ORC") 3701.832 & "Interagency Subgrant/Subrecipient Agreement between the Ohio Department of Medicaid and the Ohio Department of Health" A-2425-04-0075C.

3. ATTACHMENTS. Attachments specified in this Contract are made a part hereof, and are incorporated as terms and conditions of this Contract. Please provide attachments as applicable with submission of original, executed Contract. PLEASE READ CAREFULLY AND INITIAL EACH PARAGRAPH BELOW:

AC LHD affirms that they have read and understand and agree to be bound by the Contract Terms and Conditions in §5 below;

AC LHD must submit with this Contract verification of any required licenses, registrations or other qualifications required by this Contract or relevant Request for Proposal;

AC LHD certifies it is not debarred from consideration for any state or federal government contracts and it is not subject to any unresolved finding for recovery;

AC Effective March 28, 2019, if the Contract Funding Source identified in §2.1. of this Contract is one of the following listed funding sources, LHD must certify that it does not perform nontherapeutic abortions; promote nontherapeutic abortions; contract with any entity that performs or promotes nontherapeutic abortions; nor will LHD become nor is LHD currently affiliated with any entity that performs or promotes nontherapeutic abortions as defined in ORC §9.04:

- Violence Against Women Act;
- Breast and Cervical Cancer Mortality Prevention Act;
- Infertility prevention project;
- Minority HIV/AIDS initiative; or
- State of Ohio funds, including infant mortality reduction or infant vitality initiatives.

4. ADDITIONAL DEFINITIONS OF TERMS. As used in this Contract, the specified terms are defined as follows:

- A. ABD: Aged, Blind and Disabled is an eligibility group for Medicaid
- B. AFC: Foster Care recipients placed in out-of-home arrangements
- C. CFR: Code of Federal Regulations
- D. CFDA: Catalog of Federal Domestic Assistance
- E. CMS: Centers for Medicare and Medicaid Services
- F. FFP: Federal Financial Participation for state expenditures
- G. HHS: United States Department of Health and Human Services
- H. HIPAA: Health Insurance Portability and Accountability Act
- I. ISTV: Intrastate Transfer Voucher
- J. LHD: Local Health Department. Entity as defined in ORC 3709.01
- K. MAC: Medicaid Administrative Claiming
- L. Medicaid: Health program set forth in Title XIX of the Social Security Act
- M. MER: Medicaid Eligibility Rate
- N. OAC: Ohio Administrative Code
- O. ODH MAC: Work unit within ODH that serves as coordinator and single point of accountability for the MAC program
- P. ODM: Ohio Department of Medicaid
- Q. ORC: Ohio Revised Code
- R. PHI: Protected Health Information
- S. *The Guide: Ohio Department of Health Medicaid Administrative Claiming (MAC) Methodology Guide*, dated March 30, 2007.

5. CONTRACT TERMS AND CONDITIONS.

5.1. Mutual Promises & Covenants. In consideration of the mutual promises expressed in this Contract, LHD and ODH intend to be legally bound in accordance with the terms of this Contract.

5.2. Purpose of Contract. The purpose of this Contract is to establish a contractual relationship between ODH and LHD to allow LHD to participate in the MAC process. This Contract is applicable to the administration of those services covered by the Medicaid program as set forth in Title XIX of the Social Security Act. Eligible Medicaid consumers include Healthy Families, Low Income Families, Ohio Works First-related, ABD and AFC placement populations as well as Healthy Start consumers including those uninsured children covered under the State Children's Health Insurance Program which is funded by grant CFDA 93.767 and Medicaid grant CFDA 93.778. This Contract authorizes the transfer of federal funds from ODH to LHD for those administrative services.

5.3. Responsibilities of ODH. ODH will:

- 5.3.1. Designate an ODH "Contract Manager" who will assure that LHD is provided with an individual or work unit as the single point of accountability for the MAC Program.

- 5.3.2. Notify and receive approval from ODM of any change in the design and/or operation of the program.
- 5.3.3. Evaluate and approve or disapprove LHD's request to participate in the MAC program.
- 5.3.4. Review and approve LHD's time study training curriculum and materials.
- 5.3.5. Comply with all applicable state and federal regulations, rules, laws and Executive Orders which govern the Medicaid program, and the provisions of the *Guide*.
- 5.3.6. Ensure that time study participants understand the training and have the ability to complete correctly the time study. ODH may interview time study participants, either verbally or in writing.
- 5.3.7. Ensure the time study participants are following the time study procedures.
- 5.3.8. Calculate the MER for LHD as defined in the *Guide*.
- 5.3.9. Check LHD's claims for accuracy and reasonableness prior to submitting to ODM for payment in accordance with the *Guide*.
- 5.3.10. Submit LHD's claims to ODM quarterly.
- 5.3.11. Annually monitor LHD as outlined in the *Guide*.
- 5.3.12. In cases where monitoring of a claim results in the need for a corrective action plan, assist LHD with the preparation of such plan and submit it to ODM.
- 5.3.13. Implement sanctions and penalties as set forth in this document or as specified by ODM or CMS.
- 5.3.14. Shall repay to ODM the unallowable FFP amount within forty (40) days of discovery if CMS, ODM, ODH, or any LHD discovers, through any means, that LHD received an overpayment of FFP. The amount repaid to ODM shall be the total overpayment not to exceed the amount paid to LHD.
- 5.3.15. Recoup the reimbursement amount to be made to ODM by adjusting the amount of reimbursement to be made to LHD on the next claim submitted by LHD in the event that LHD is unable or unwilling to make an appropriate reimbursement adjustment based on a finding of overpayment.
- 5.3.16. Will be the primary contact for LHD for technical assistance, correspondence, inquiries and response to media requests.
- 5.3.17. Require LHD to resubmit a corrected claim when a claim does not comply with this Contract or the methodology defined in the *Guide*.
- 5.3.18. Develop and maintain a written resolution process to address complaints by LHD.
- 5.3.19. Terminate the contract with LHD with thirty (30) days written notice for not following the terms of this Contract. No notice shall be required in the event that there is evidence of fraud, misrepresentation, or malfeasance.
- 5.3.20. Provide ODM with a current list of the individuals responsible for administrative claiming at LHD.

5.4. RESPONSIBILITIES OF LHD. LHD shall:

- 5.4.1. Identify a single point of accountability for all communication between ODH and LHD. This person or unit must be an employee of LHD, not a contracted entity.
- 5.4.2. Ensure that ODH, ODM and CMS have access to all documentation necessary to review and audit administrative claims. LHD will make available the data used to prepare the claim, which will include the coding sheets or electronic files, which document the time study and the expenditure information for LHD. The expenditure data will include the name, salary, and benefits for each person designated as performing Medicaid-eligible activities.
- 5.4.3. Collect time study data using a method approved by ODH. Data collected must conform to the requirements described in the *Guide*.
- 5.4.4. Maintain all time study documents and MAC-related files specified in the *Guide* and pursuant to 2 CFR 200.333.
- 5.4.5. Develop time study curriculum and submit it to ODH for review and approval before use.
- 5.4.6. Submit time study training schedule to ODH at least three (3) weeks prior to the training session.

- 5.4.7. Submit to ODH the number of people eligible for selection in the time study for the upcoming quarter and the names of all participants.
- 5.4.8. Train all time study participants and ensure their participation.
- 5.4.9. Provide time study participants with materials to perform the time studies.
- 5.4.10. Report to ODH the names of all time study participants every quarter with the claim.
- 5.4.11. Calculate the percentage of time spent on Medicaid activities.
- 5.4.12. Prepare quarterly claims as defined in the *Guide*. Claims must be submitted to ODH in the format specified by ODH. In cases where monitoring of a claim results in the need to file a corrective action plan, prepare such a plan with the aid of ODH and submit it to ODH within fifteen (15) days from the receipt of written notification from ODH of the need for a corrective action plan.
- 5.4.13. Comply with all applicable state and federal regulations, rules and laws which govern the Medicaid program.
- 5.4.14. Comply with all relevant and applicable requirements in 2 CFR 200 and 45 CFR Part 75.
- 5.4.15. Repay to ODH any findings or identified overpayments received within twenty-one (21) days from the date of discovery. The amount repaid to ODH shall be the total overpayment not to exceed the amount paid to LHD. If LHD does not fully repay the finding or overpayment within 21 days, ODH shall deduct the remaining amount of the finding from any future payments to LHD.
- 5.4.16. Conform to the following guidelines:
 - 5.4.16.1. Submit quarterly claims as directed by ODH including the attestation state in Section 5.4.22 of this Contract;
 - 5.4.16.2. Submit to ODH for approval any changes in training materials at least six (6) weeks prior to their use in a training session; and,
 - 5.4.16.3. Provide sufficient and appropriately trained staff to successfully implement the program and comply with this Contract and identify the staff committed to the project, by name, title, and relevant experience. Upon any changes to the staff named, notification of the changes must be made to the ODH Contract Manager.
- 5.4.17. Maintain a list of the individuals responsible for administrative claiming. The list must include the individual's title, phone number and e-mail address.
- 5.4.18. Comply with all applicable provisions of the *Guide*.
- 5.4.19. Maintain original activity logs and/or appointment books kept by the participants in the time study and maintain the payroll records that document the salary, benefits, materials, and supplies of all persons designated as performing Medicaid-eligible activities.
- 5.4.20. Account for supply costs according to 2 CFR 200.94. This includes allocating costs to the specific unit using the supplies according to policies developed by ODH.
- 5.4.21. Maintain a list of excluded federal revenue, identified by source.
- 5.4.22. Maintain claim certification with signature of LHD's treasurer or chief financial officer. Each claim certification shall include the following attestation clause:
 - 5.4.22.1. I am the designee of LHD authorized to submit this claim and I certify that LHD is the agent of ODH.
 - 5.4.22.2. This claim only includes expenditures permitted under the Medicaid program as detailed in Title XIX of the Social Security Act (the Act), and under all applicable implementing federal, state, and local statutes, regulations, policies, and the state plan approved by the Secretary of the U.S. Department of Health and Human Services (Secretary) in effect during the period of the claim.
 - 5.4.22.3. The expenditures included in this claim are based on actual recorded expenditures.
 - 5.4.22.4. The required amount of state and/or local public funds were available and used to match the state's allowable expenditures included in this claim, and such state and/or local public funds

were used in accordance with all applicable federal requirements for the non-federal share match of expenditures.

- 5.4.22.5. Federal matching funds are not being claimed to match any expenditure under any Federal program that was submitted after January 2, 2001 that has not been approved for the period of the claim.
- 5.4.22.6. The information above and in this claim is correct to the best of my knowledge and belief based on reasonably available information. Also, I have notice that this information is to be used for filing a claim with the Federal Government for federal funds, and the knowing misrepresentation constitutes violation of the Federal False Claims Act.
- 5.4.23. Maintain the privacy and confidentiality requirement for all the records in the system. LHD must comply with the Code of Federal Regulations put forth in 42 CFR 431.300, 42 CFR 431.301, 42 CFR 431.302, 42 CFR 431.303, 42 CFR 431.304, 42 CFR 431.305, 42 CFR 431.306, 45 CFR 160, 45 CFR 162, and 45 CFR 164, and sections 5101.27 and 5101.30 of the ORC.
- 5.4.24. If applicable, comply with all relevant and applicable requirements stated in 45 CFR 92 and OMB Circular A-133 which are incorporated by reference. Sending audit reports to ODH Contract Manager.
- 5.4.25. Pursuant to ORC 3701.034, if the Contract Funding Source identified in §2.1. of this Contract is one of the following listed funding sources, LHD certifies that LHD does not perform nontherapeutic abortions; promote nontherapeutic abortions; contract with any entity that performs or promotes nontherapeutic abortions; is or will become affiliated with any entity that performs or promotes nontherapeutic abortions as defined in ORC §9.04:
 - 5.4.25.1. Violence Against Women Act;
 - 5.4.25.2. Breast and Cervical Cancer Mortality Prevention Act;
 - 5.4.25.3. Infertility prevention project;
 - 5.4.25.4. Minority HIV/AIDS initiative; and/or
 - 5.4.25.5. State of Ohio funds, including infant mortality reduction or infant vitality initiatives.

Any failure by LHD to comply with this section shall be treated as a material breach of this Contract.

- 5.5. Compensation. In return for submission by LHD to ODH of properly completed claims documentation, ODH shall submit LHD MAC to ODM and upon receipt of federal financial participation from ODM for claims submitted on behalf of LHD, ODH agrees to reimburse LHD the appropriate federal financial participation amount (less a two and a half percent (2 ½ %) administrative fee to cover ODH MAC Unit costs), for actual, allowable, and reasonable net costs, not to exceed the amount ODH received from ODM (less the ODH administrative fees) for the relevant LHD claims.
- 5.6. Availability of Funds. Subject to the provisions of ORC 126.07 and ORC 131.33, which shall at all times govern this Contract, ODH represents that it intends to maintain this Contract for the full Contract Period set forth in this Contract and has no reason to believe that it will not have sufficient funds to enable it to make all payments due. ODH further represents that it will use best efforts to obtain the appropriation of any necessary funds during the Contract Period. LHD understands and agrees that the availability of necessary funds for this Contract is contingent on appropriations made by the Ohio General Assembly and, if applicable, and not solely funded by the Ohio General Assembly, another Contract Funding Source. If the Ohio General Assembly or other Contract Funding Source fails at any time to continue funding ODH for the Compensation specified in this Contract, this Contract is terminated as of the date funding expires without further obligation of ODH, State of Ohio, or any other Contract Funding Source.
- 5.7. Terms, Suspension, Termination, Breach Default.
 - 5.7.1. Termination with Notice. This Contract may be terminated by either party upon thirty (30) days written notice of termination to the other party.
 - 5.7.2. Immediate Suspension/Termination. ODH may suspend or terminate this Contract immediately upon delivery of written notice to LHD if ODH discovers any illegal conduct on the part of LHD; any violation of the Contract; loss of funding as set forth in §5.6; discovers any violation of funding restriction set forth in §5.4.25; discovers any violation of §5.8 of this Contract regarding Conflict of Interest and Ethics Laws or §5.14 regarding a Drug Free Workplace; or discovers or is notified that a petition in bankruptcy or similar proceeding has been filed by or against LHD. If at any time during the contractual period a

bankruptcy or similar proceeding has been filed by or against LHD, LHD shall immediately notify ODH of the filing.

5.7.3. Suspension/Termination of Activities. LHD, upon receipt of suspension or termination, agrees that it will cease work on the suspended or terminated activities under this Contract, suspend or terminate all subcontracts related to such suspended or terminated activities, take all necessary and/or appropriate steps to limit disbursements and minimize costs, and furnish a report setting forth LHD activities as of the date of receipt of notice of suspension or termination describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting there from, and such other matters as ODH may require.

5.7.4. Breach and Default. The Parties agree that any dispute, controversy or claim arising under, out of or relating to this Contract and any subsequent amendments of this Contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach, or termination, as well as non-contractual claims, shall be submitted to the director of ODH and the LHD commissioner for resolution. If the Parties are not able to resolve their disputes, the Parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of such subsequent occurrences.

5.7.4.1. Upon breach or default by LHD of any of the provisions, obligations or duties provided for in this Contract, ODH may exercise all administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and ODH retains the right to exercise all remedies provided for in this Contract.

5.7.4.2. If ODH or LHD fail to perform an obligation or obligations under this Contract and thereafter such failure is waived by the other Party; such waiver shall be limited to the particular failure so waived and shall not be deemed to waive other failures hereunder.

5.8. Conflict of Interest and Ethics Laws.

5.8.1. Neither LHD nor any officer, member or employee of LHD shall, prior to the completion of such work and payment for such work, acquire any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of such work.

5.8.2. LHD hereby covenants that LHD, and any officer, member, or employee of LHD, have no interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this Contract.

5.8.3. LHD shall not promise or give to any ODH employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. LHD shall not solicit an ODH employee to violate any ODH rule or policy relating to the conduct of contracting Parties or to violate ORC 102.03 to 102.04 or ORC 2921.42.

5.8.4. LHD hereby covenants that LHD and any officer, member or employee of LHD are in compliance with section ORC 102.04 and that if LHD is required to file a statement pursuant to ORC 102.04(D)(2), such statement has been filed with the ODH General Counsel in addition to any other required filings.

5.8.5. LHD hereby certifies compliance with the executive agency lobbying requirements of ORC 121.60 to 121.69.

5.8.6. LHD hereby certifies and affirms that, as applicable to LHD, no party listed in Division (I) or (J) of ORC 3517.13 or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of \$1,000.00 to the Governor or to his campaign committees. If it is determined that LHD's certification of this requirement is false or misleading, notwithstanding any criminal or civil liabilities imposed by law, LHD shall return to ODH all monies paid to LHD under this Contract. The provisions of this section shall survive the expiration or termination of this Contract.

5.9. Nondiscrimination and Equal Employment Opportunity. In carrying out this Contract, LHD shall comply with all applicable State of Ohio and Federal laws relating to nondiscrimination as those laws may be amended from time to time, including but not limited to the following:

5.9.1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; Executive Order 13166, Improving Access to Services for Persons with Limited

English Proficiency ("LEP"), which requires reasonable steps to ensure that LEP persons have meaningful access to programs (see www.lep.gov), and Health and Human Services ("HHS") implementing regulations at 45 CFR part 80;

- 5.9.2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, and HHS implementing regulations at 45 CFR part 86;
 - 5.9.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps in the provision of benefits or services as well as employment, and the HHS implementing regulations are codified at 45 CFR parts 84 and 85;
 - 5.9.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age and the HHS implementing regulations codified at 45 CFR part 91;
 - 5.9.5. If grant funding is from the U.S. Department of Justice, comply with 28 CFR pt. 54 (nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), 28CFR pt. 38 (Equal Treatment for Faith-Based Organizations, and Ex. Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations); and
 - 5.9.6. Prohibitions against retaliation against individuals for taking action or participating in an action to secure rights provided in State and Federal laws relating to nondiscrimination.
- 5.10. "Sweatshop Free" Certification. LHD hereby certifies that all facilities used for the production of supplies or performance of services complies with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all suppliers and/or subcontractors used by LHD in providing services which are the subject of this Contract. If it is determined that LHD's certification of this requirement is false or misleading, then LHD understands that it shall be grounds for the termination of this Contract and may result in the loss of other contracts or grants with the State of Ohio.
- 5.11. Records, Documents and Information. All records, documents, writings or other information produced or used by LHD in the performance of this Contract shall be treated according to the following terms:
- 5.11.1. All ODH information which, under the laws of the State of Ohio, is classified as public or private will be treated as such by LHD. Where there is a question as to whether information is public or private, ODH shall make the final determination. LHD shall not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. LHD agrees to be bound by the same standards of confidentiality that apply to the employees of ODH and the State of Ohio. The terms of this section shall be included in any subcontracts executed by LHD for work under this Contract.
 - 5.11.2. All proprietary information of LHD shall be held to be strictly confidential by ODH pursuant to applicable law. Proprietary information is information, which, if made public, would put LHD at a disadvantage in the market place and trade of which LHD is a part. LHD is responsible for notifying ODH of the nature of the information prior to its release to ODH. ODH reserves the right to require reasonable evidence of LHD's assertion of the proprietary nature of any information to be provided.
 - 5.11.3. All records relating to costs, work performed and supporting documentation for invoices submitted to ODH by LHD shall be retained and made available by LHD for audit by the State of Ohio (including, but not limited to, ODH, the Auditor of the State of Ohio, the Ohio Inspector General or duly authorized law enforcement officials) and agencies of the United States government for a minimum of three years after payment for work performed under this Contract. If an audit, litigation, or other action is initiated during this time period, LHD shall retain such records until the action is concluded and all issues resolved or the three years end, whichever is later.
- 5.12. Disclosure of Personal Health Information. LHD hereby agrees that the information provided or made available by ODH shall not be used or disclosed other than as permitted or required by this Contract or as required by law. LHD will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other than as provided for by this Contract. LHD shall comply with 45 CFR 164.504(e)(2)(ii). LHD shall immediately report to ODH any discovery of use or disclosure of information not provided for or allowed by the Contract. LHD hereby agrees that anytime information is provided or made available to any subcontractor or agent, LHD must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of information as contained in this Contract. LHD must obtain ODH approval prior to entering into such agreements. Further, LHD agrees to make available and provide right of access to an

individual of their protected health information when that protected health information is obtained in the performance of LHD's obligations under this Contract.

5.12.1. Business Associate Requirements Under HIPAA.

5.12.1.1. Definitions: The definitions contained in this Section are derived from federal law. Should there be any conflict between the meanings assigned in this Contract and the meanings defined in applicable federal law (even in the event of future amendments to law that create such conflict), the definitions found in federal law shall prevail.

5.12.1.1.1. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996.

5.12.1.1.2. "Covered Entity" means a health plan, a health care clearinghouse or healthcare provider.

5.12.1.1.3. "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." (45 CFR 164.501).

5.12.1.1.4. PHI means information received from or on behalf of a Covered Entity that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45CFR 164.501 and any amendments thereto.

5.12.1.2. ODH acknowledges that LHD, for MAC purposes, is a covered entity and as such is subject to HIPAA. LHD further acknowledges that ODH is a Business Associate of LHD, and in carrying out the work described in this Contract, ODH agrees to comply with all the following provisions:

5.12.1.2.1. Permitted Uses and Disclosures. ODH shall not use or disclose PHI except as provided in this Contract or as otherwise required under HIPAA regulations or other applicable law.

5.12.1.2.2. Safeguards. ODH shall use appropriate safeguards to protect against use or disclosure not provided in this Contract.

5.12.1.2.3. Reporting of Disclosures. ODH shall promptly report to LHD any knowledge of uses or disclosures of PHI that are not in accordance with this Contract or applicable law. In addition, ODH shall mitigate any adverse effects of such a breach of confidentiality to the greatest extent possible.

5.12.1.2.4. Agents and Subcontractors. ODH shall ensure that all its agents and subcontractors that receive PHI from or on behalf of ODH or LHD agree to the same restrictions and conditions that apply to ODH with respect to the use or disclosure of PHI.

5.12.1.2.5. Accessibility of Information. ODH shall make available to LHD and ODM such information as LHD or ODM 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 Service, including, but not limited to, 45 CFR 164.524 and 164.528 and any amendments thereto.

5.12.1.2.6. Amendment of Information. ODH shall make PHI available to LHD and ODM so that LHD and ODM may fulfill their obligations pursuant to HIPAA to amend the information. As directed by LHD, ODH shall also incorporate any amendments into the information held by ODH and shall ensure incorporation of any such amendments into information held by ODH agents or subcontractors.

5.12.1.2.7. Disclosure. ODH shall make available to LHD, ODM, and to the Secretary of the U.S. 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 LHD or ODM, or created or received by ODH on behalf of LHD. Such access is for the purpose of determining LHD compliance with HIPAA,

regulations promulgated by the United States Department of Health and Human Services and any amendment thereto.

5.12.1.2.8. Material Breach. In the event of material breach of ODH obligations under this Article, LHD may immediately terminate this Contract. Termination of this Contract shall not affect any provision of this Contract which, by its wording or its nature, is intended to remain effective and to continue to operate after termination.

5.12.1.2.9. Return or Destruction of Information. Upon termination of this Contract and at the request of LHD, ODH shall return to LHD or destroy all PHI in ODH's possession stemming from this Contract and shall not keep copies of the PHI except as requested by LHD or required by law. If ODH, its agent(s) or subcontractor(s) destroy any PHI, then ODH will provide to LHD documentation evidencing such destruction. Any PHI retained by ODH shall continue to be extended the same protections set forth in this Section and HIPAA regulations for as long as it is maintained.

5.13. Assignment. LHD will not assign any of its rights nor delegate any of its duties and responsibilities under this Contract without prior written consent of ODH. Any assignment or delegation not consented to may be deemed void by ODH.

5.14. Drug Free Workplace. LHD shall comply with all applicable state and federal rules, regulations and statutes pertaining to a drug free workplace. LHD shall make a good faith effort to ensure that all employees of LHD do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state, county, or municipal property.

5.15. Good Standing.

5.15.1. LHD affirmatively represents and warrants to ODH that it is not subject to a finding for recovery under ORC 9.24 or that it has taken the appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section. LHD further affirmatively represents and warrants to ODH that it is not debarred or suspended from entering into state of Ohio contracts pursuant to ORC 125.25 and is not subject to exclusion, disqualification or ineligibility as defined in 2 CFR 180.110. LHD agrees that if this representation and warranty is deemed false, the Contract will be void *ab initio* as between the Parties to this Contract, and any funds paid by ODH hereunder shall be immediately repaid to ODH, or an action for recovery may be immediately commenced by ODH for the recovery of said funds.

5.15.2. LHD certifies that LHD is not federally debarred from participating in government contracts funded by federal money as described in 2 CFR 180.220. If at any time during the contractual period LHD is federally debarred from participating in government contracts funded by federal money, for whatever reason, LHD shall immediately notify ODH of the debarment.

5.15.3. LHD certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period LHD becomes disqualified from conducting business in Ohio, for whatever reason, LHD shall immediately notify ODH of the disqualification.

5.16. Amendments. This writing constitutes the entire agreement between the Parties with respect to all matters herein. This Contract may be amended only by a writing signed by both Parties. However, it is agreed by the Parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Contract, without the necessity for executing written amendments. Any written amendments to this Contract shall be prospective in nature. When a new or different term or condition is added, additional consideration is not necessary to bind the Parties.

5.17. Limitation of Liability. LHD agrees to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this Contract, and nothing in this Contract shall be interpreted or construed to place any responsibility for professional acts or omissions onto ODH; and ODH agrees to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this Contract, and nothing in this Contract shall be interpreted or construed to place any such responsibility on LHD. In no event shall ODH be liable for any indirect or consequential damages, including loss of profit, even if ODH knew or should have known of the possibility of such damages. Neither party is responsible to the other party for nonperformance or delay in performance of the terms of this Contract due to acts of God, wars, riots, strikes, or other causes beyond the control of the Parties.

- 5.18. Insurance. LHD will provide, at its own expense, Workers' Compensation insurance, as required by Ohio law or the laws of any other state where work under this Contract will be performed. LHD may be required to show proof of insurance upon request by ODH. LHD also will provide for its employees performing work under this Contract employer's liability insurance, and personal injury, bodily injury, and property damage liability insurance, including automobile coverage with personal injury and bodily injury coverage in the amount of at least \$100,000.00 per person, \$300,000.00 per occurrence. In lieu of providing the policies of insurance in the amounts specified in this section, LHD instead may elect to self-insure such risk in accordance with the laws of this state, based upon a good-faith analysis of the potential liability as it relates to the work to be performed under this Contract, provided that LHD is one of the following:
- 5.18.1. A "state institution of higher education" as defined in ORC 3345.12(A)(1), a community college established under ORC Chapter 3354, a state community college established under ORC Chapter 3358, a university branch established under ORC Chapter 3355, or technical college established under ORC Chapter 3357;
 - 5.18.2. A "state agency", which means a department, bureau, board, commission, office, agency, institution or other organized body or instrumentality established by the constitution and laws of the state of Ohio for the exercise of any function of state government; or
 - 5.18.3. A "political subdivision" of this state, which means a municipal corporation, township, county, school district, or other body corporate and politic responsible for governmental activities only in geographical areas smaller than that of the state.
- 5.19. Intellectual Property. LHD must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements."
- 5.20. Headings. The headings in this Contract are for convenience only and will not affect the interpretation of any of the terms and conditions set forth in this Contract.
- 5.21. Survival. Except as expressly stated otherwise in this Contract, all sections intended to survive, including but not limited to payment, confidentiality, liability, record retention, audit, conflicts of interest and ethics, and limitations on damages shall survive the termination or expiration of this Contract.
- 5.22. Notices.
- 5.22.1. Form of Notice. All notices, requests, claims, demands and other communications between the Parties shall be in writing.
 - 5.22.2. Method of Notice. All notices shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, or (iv) by electronic mail to the address of the Party specified in this Agreement as "ODH Contract Manager" or "LHD Authorized Representative" or such other address as either Party may specify in writing. The Parties acknowledge that change in authorized representatives and their addresses are not substantive and a change shall be recognized with proper Notice.
 - 5.22.3. Receipt of Notice. All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the fifth (5th) day following mailing, whichever occurs first.
- 5.23. Construction. This Contract is governed, construed and enforced in accordance with the laws of the State of Ohio. Further, the Ohio courts shall have jurisdiction over the subject matter and the Parties hereto in connection with disputes concerning validity and enforcement of this Contract. If any portion of this Contract is found to be unenforceable by operation of statute or by administrative or judicial decision, the enforceability of the balance of this Contract shall not be affected thereby, provided that the absence of the unenforceable provision does not render impossible the performance of the remainder of this Contract.

Remainder of Page Left Intentionally Blank. Signature Page Immediately Follows.

IN WITNESS WHEREOF, the Parties by signing below indicate their agreement to this Contract.

05/13/2024
Date

Andrea Cinade, Health Commissioner
Officer or Authorized Representative and Title
Local Health Department

Date

Bruce Vanderhoff, MD, MBA, Director
Ohio Department of Health