

**Interagency Agreement  
between  
Opportunities for Ohioans with Disabilities Agency  
and  
The Ohio Department of Developmental Disabilities  
and  
The Ohio Department of Medicaid**

**I. INTRODUCTION**

This Agreement, in consideration of the mutual promises, covenants, and agreements set forth herein, is made and entered into by and between the Opportunities for Ohioans with Disabilities Agency (OOD), 400 E. Campus View Blvd. Columbus, Ohio 43235 and Ohio Department of Developmental Disabilities (DODD), 30 East Broad Street, 13<sup>th</sup> Floor Columbus, Ohio 43215 and the Ohio Department of Medicaid (ODM), 50 W. Town Street, Columbus, Ohio 43215. Pursuant to Ohio Revised Code Section 3304.15, OOD may enter into agreements to effectuate the purpose for which OOD was created. All activities under this Agreement shall be in compliance with the Federal Rehabilitation Act of 1973 (29 USC 701, et. seq.) as amended and reauthorized by the Rehabilitation Act Amendments of 1992, the Workforce Investment Act of 1998, and the Workforce Innovation and Opportunity Act of 2014 (Pub.L.113-128), the purpose of which is to assist states in providing vocational rehabilitation services to individuals with disabilities. This Agreement is also entered into to effectuate Governor Kasich's Employment First Executive Order, which declares that the policy of the state of Ohio that employment services for people with developmental disabilities shall be directed at community employment, and that every individual with a developmental disability is presumed capable of community employment. DODD is responsible for overseeing a statewide system of supports and services for people with developmental disabilities and their families. ODM is the single state Medicaid agency responsible for administering the State Medicaid plan under title XIX of the Social Security Act ([42 U.S.C. 1396 et seq.](#)) This agreement provides the overview of the purpose, objectives and responsibilities of each party, joint responsibility of OOD, DODD, and ODM, mutually shared strategies for implementing the agreement, and a section regarding general agreement provisions.

**II. PURPOSE**

OOD, DODD, and ODM desires to partner, share efforts, coordinate plans and work collaboratively to effectuate the underlying purposes of this agreement which will be in accordance with the terms and conditions prescribed by the parties.

The purposes of the agreement are to:

- 1) Share efforts in order to improve competitive integrated employment outcomes for individuals with developmental disabilities and individuals with developmental disabilities enrolled in a home and community based services waiver administered by DODD in accordance with its interagency agreement with ODM.
- 2) Provide vocational rehabilitation counseling and employment services to working-age adults with developmental disabilities. These services will assist working-age adults to transition to competitive, integrated employment.
- 3) Outline a collaborative framework for coordinating state and local services and resources.
- 4) Provide basic guidance for coordinating plans, policies, and procedures developed to facilitate the prioritization of employment of individuals with developmental disabilities and individuals with developmental disabilities enrolled in a home and community based services waiver administered by DODD in accordance with its interagency agreement with ODM in competitive integrated community employment and assist individuals to move from facility-based settings to competitive integrated employment.

### **III. OBJECTIVES**

The following section outlines the general objectives for this agreement. These objectives may be based upon federally mandated programs and/or related state and federal regulatory requirements for both OOD, DODD, and ODM.

- 1) To develop and implement procedures for: outreach and identification of individuals with developmental disabilities, including individuals with developmental disabilities enrolled in a home and community based services waiver administered by DODD in accordance with its interagency agreement with ODM for the purpose of providing information about vocational rehabilitation programming, application, eligibility, priority service requirements, and the availability of vocational rehabilitation services.
- 2) To provide information about each agency's role and responsibilities, including provisions for financial responsibilities and personnel responsibilities so that individuals and their families may experience seamless, non-duplicative, and transparent services.
- 3) To provide guidance to each agency's personnel responsible for facilitating: referrals, applications, eligibility, and priority service determinations, Individualized Plans for Employment (IPEs), and Individual Service Plans (ISPs).
- 4) To provide information, resources, consultation, and technical assistance to: DODD Employment Team and local County Boards of Developmental Disabilities and Vocational Rehabilitation staff who have focused efforts on competitive integrated employment and independence of individuals with developmental

disabilities, including individuals with developmental disabilities enrolled in a home and community based services waiver administered by DODD in accordance with its interagency agreement with ODM.

- 5) Develop and approve cross-agency tools and processes to share information as appropriate in order to prevent duplication in eligibility, enrollment, assessment, and planning.
- 6) Maintain ongoing data sharing process between OOD and DODD to track mutually-eligible individuals, including individuals with developmental disabilities enrolled in a home and community based services waiver administered by DODD in accordance with its interagency agreement with ODM. This will include the maintenance of a secure process to share and receive data to identify individuals who are both VR and DD eligible for coordination of service delivery, while maintaining all confidentiality requirements under state and federal law.
- 7) Achieve established benchmarks of Employment First, including the Employment First Partnership, which increases the number of adults with developmental disabilities, including individuals with developmental disabilities enrolled in a home and community based services waiver administered by DODD in accordance with its interagency agreement with ODM who transition from facility-based settings to competitive integrated employment.

#### **IV. RESPONSIBILITIES OF THE OPPORTUNITIES FOR OHIOANS WITH DISABILITIES AGENCY**

The Opportunities for Ohioans with Disabilities Agency shall undertake the following responsibilities with respect to providing vocationally-relevant services to individuals with developmental disabilities, including individuals with developmental disabilities enrolled in a home and community based services waiver administered by DODD in accordance with its interagency agreement with ODM.

- 1) Designate staff from the Supported Employment and Transition Unit for the provision of technical assistance and consultation with DODD staff and the development of statewide program strategies and procedures applicable to individuals with developmental disabilities, including individuals with developmental disabilities enrolled in a home and community based services waiver administered by DODD in accordance with its interagency agreement with ODM.
- 2) In support of the Employment First Partnership, OOD shall:
  - a. Employ up to 30 dedicated Vocational Rehabilitation Counselors (VRCs) who shall:
    - i. Work solely under this Agreement and who shall serve a minimum of 1,800 eligible adults with developmental disabilities, including adults with developmental disabilities enrolled in a home and

community based services waiver administered by DODD in accordance with its interagency agreement with ODM annually. Each counselor will serve an average caseload size of 60 individuals at any one time. OOD will work aggressively to maximize capacity of service to individuals with developmental disabilities in this program with a heightened emphasis on competitive, integrated employment outcomes. OOD will target 550 closures with an outcome of competitive integrated employment in each federal fiscal year '18 and '19.

- ii. Be assigned to multiple territories throughout the state and work directly with individuals in locations that are convenient for them, including facility-based work centers and county board of developmental disabilities offices, within a designated geographic territory.
  - iii. Act as a direct liaison with business relationships that are established through OOD, connecting jobs to individuals with developmental disabilities, including individuals with developmental disabilities enrolled in a home and community based services waiver administered by DODD in accordance with its interagency agreement with ODM.
  - iv. Work with only new referrals for vocational rehabilitation services. However, when agreed upon by OOD and DODD, an exception can be made if it is in the best interest of the individual in attaining community employment. These individuals shall be those identified by county boards of developmental disabilities as appropriate for this project.
  - v. Participate in training in supported employment competencies, including assessment and career planning, marketing and employer engagement, and on-the-job training and supports.
- b. Utilize the ability, where appropriate, to grant a waiver of the Commission on Accreditation of Rehabilitation Facilities-accreditation requirement for any DODD-certified providers of Career Planning and Individual Employment Supports that also complete the OOD-DODD sponsored training in competency-based supported employment. These providers shall be eligible to provide vocational rehabilitation-funded services only under this project. Providers receiving these waivers will adhere to all components of OOD's Community Rehabilitation Program (CRP) standards and fee schedule.
- 3) Work in collaboration with DODD, County Boards of Developmental Disabilities (CBDDs), Ohio Department of Education, and local education agencies in employment preparation of youth with developmental disabilities, including youth with developmental disabilities enrolled in a home and community based services

waiver administered by DODD in accordance with its interagency agreement with ODM for appropriate and timely referrals.

- 4) OOD shall utilize developmental disabilities documentation (Ohio Eligibility Determination Instrument, Form for Eligibility Determination), for documentation of eligibility for services per OOD Eligibility Policy and actively collaborate with county board staff to obtain timely documentation for determination of Order of Selection, including Medicaid Level of Care documentation and other existing records.
- 5) OOD counselors shall presume all individuals with developmental disabilities, including individuals with developmental disabilities enrolled in a home and community based services waiver administered by DODD in accordance with its interagency agreement with ODM, are capable of community employment and a personalized career planning process, as part of the comprehensive assessment, shall be utilized to identify an individual's path to employability.
- 6) OOD counselors shall be active members of each individual's team, providing person-centered planning that is based on established supported employment competencies, providing guidance and counseling throughout the person-centered process, developing an individualized plan for employment to achieve each individual's vocational goals, and monitoring services and progress.
- 7) OOD counselors shall ensure work incentives counseling is provided for all individuals who receive public benefits such as Social Security Disability Insurance, Supplemental Security Income, or Medicaid. This may include introduction to Disability Benefits 101 (DB101), explanation of fact sheets about work incentives and/or a full benefits summary and analysis consultation by a certified work incentives staff person.
- 8) OOD's Employer Innovation Services Unit shall identify target areas for business engagement, coordinate outreach to potential business partners and other stakeholders and provide information about employer benefits/incentives including tax credits.
- 9) OOD will meet with DODD regularly to manage and evaluate data regarding the provision of services for individuals with developmental disabilities including individuals with developmental disabilities enrolled in a home and community based services waiver administered by DODD in accordance with its interagency agreement with ODM. Data elements will include service statistics associated with referrals, service delivery timelines, expenditures and outcomes.

#### **V. RESPONSIBILITIES OF THE OHIO DEPARTMENT OF DEVELOPMENTAL DISABILITIES**

DODD shall undertake the following responsibilities with respect to providing vocationally relevant services to individuals with developmental disabilities.

- 1) Designate staff for the provision of technical assistance and consultation with OOD Supported Employment and Transition team staff and develop statewide program strategies and procedures applicable for youth and adults with developmental disabilities, including youth and adults with developmental disabilities enrolled in a home and community based services waiver administered by DODD in accordance with its interagency agreement with ODM.
- 2) In support of the Employment First Partnership, DODD shall:
  - a. Continue to contract with the current vendor for the supported employment competency-based training curriculum for providers of employment services and vocational rehabilitation and county board of developmental disabilities staff.
  - b. Certify OOD providers who meet DODD-certification requirements.
  - c. Serve as a liaison between CBDDs and OOD to resolve issues, market the partnership and evaluate the program through data collection and outcome measurements.
  - d. Work with CBDDs to ensure 1800 individuals with developmental disabilities are served annually. DODD's priority, when making referrals to OOD, shall be adults who want to work and are currently served in facility-based settings, such as work activity centers, adult day support facilities, and group employment settings.
- 3) Encourage local CBDDs to develop linkage and initiate referrals for individuals with developmental disabilities, including individuals with developmental disabilities enrolled in a home and community based services waiver administered by DODD in accordance with its interagency agreement with ODM who desire competitive, integrated employment.
- 4) Participate with OOD in regular meetings to manage and evaluate data regarding the provision of services for individuals with developmental disabilities, including individuals with developmental disabilities enrolled in a home and community based services waiver administered by DODD in accordance with its interagency agreement with ODM. Data elements will include Vocational Rehabilitation service statistics associated with individuals who are eligible for services through local CBDDs. Data to include VR expenditures by county and employment outcomes.
- 5) Provide consultation and technical assistance to OOD staff and partners about the developmental disability system in Ohio, to develop and improve information sharing and continuity of services for individuals with developmental disabilities, including individuals with developmental disabilities enrolled in a home and community based services waiver administered by DODD in accordance with its

interagency agreement with ODM that promotes the achievement of integrated competitive employment.

- 6) Provide annual training to OOD staff and partners on up-to-date best practices developed to enhance vocational/employment opportunities and improved planning outcomes to better serve individuals with developmental disabilities, including individuals with developmental disabilities enrolled in a home and community based services waiver administered by DODD in accordance with its interagency agreement with ODM.
- 7) Work with CBDDs to facilitate training on the vocational rehabilitation process and person-centered planning that supports the overall competency-based supported employment training.

## **VI. RESPONSIBILITIES OF THE OHIO DEPARTMENT OF MEDICAID**

ODM shall undertake the following responsibilities with respect to providing vocationally relevant services to individuals with developmental disabilities.

- 1) ODM is the single state Medicaid agency responsible for administering the State Medicaid plan under title XIX of the Social Security Act (42 U.S.C. 1396 et seq.) In accordance with its interagency agreement with DODD, ODM shall assign to DODD the day-to-day operation of the home and community based services waiver program, which is available to individuals with developmental disabilities granted to ODM by the Centers for Medicare and Medicaid Services (CMS) as permitted in Section 1915 of the Social Security Act.
- 2) ODM shall provide training and technical assistance to OOD Vocational Rehabilitation staff regarding Medicaid eligibility, Medicaid Buy-In for Workers with Disabilities and home and community-based services waiver programs administered by DODD upon request.
- 3) ODM and OOD shall enter into a separate Data Sharing Agreement for the purpose of sharing data related to Medicaid eligibility for individuals who are eligible for Vocational Rehabilitation services. OOD will use this data to track employment outcomes for Medicaid beneficiaries with disabilities, including individuals with developmental disabilities enrolled in a home and community based services waiver administered by the Ohio Department of Developmental Disabilities in accordance with its interagency agreement with ODM. This will facilitate coordination of services, referral and linkage to resources to better meet those individual's needs and employment goals.

## **VII. SHARED RESPONSIBILITIES AND STRATEGIES**

OOD and DODD agree to share the following responsibilities and strategies in order to implement the intent and objectives of this agreement:

- 1) In support of the Employment First Partnership, OOD and DODD shall:
  - a. Ensure consistency of implementation of the program, working with CBDD staff, vocational rehabilitation area managers, and other front-line staff in the field.
  - b. Each party shall hire or dedicate up to one full-time equivalent full staff person to serve as project manager for this partnership.
  - c. Continue dual certification process for DODD-certified providers to provide vocational rehabilitation services for this project and for OOD providers to become DODD-certified.
- 2) Prioritize an individualized person-centered career development process that focuses on the individual's abilities. Utilize vocational assessments to determine an individual's strengths, interests and abilities to identify a person's path to employment.
- 3) Utilize existing records, to the greatest extent possible, for the purpose of eligibility, service priority determination, vocational planning, employment service provision, and plan implementation.
- 4) Promote the utilization of tools that facilitate outreach and informational education for all mutually-eligible individuals that explain the benefits of employment, and addresses concerns of families, including information about benefits counseling and potential work incentives, including the State of Ohio's DB101 Website.
- 5) Promote the utilization of tools and learning resources for individuals with developmental disabilities, including individuals with developmental disabilities enrolled in a home and community based services waiver administered by DODD in accordance with its interagency agreement with ODM and their families developed by DODD to provide information about the supported employment process and agencies who can assist individuals to attain competitive integrated employment. This includes the DODD Employment First Job Seeker's Guide.
- 6) Promote the utilization of cross-agency tools and processes to share information, as appropriate, in order to prevent duplication in eligibility, enrollment, assessment, and planning, including Employment First Transition Framework materials.
- 7) Support continued collaboration in the identification of mutually-eligible individuals, including individuals with developmental disabilities enrolled in a home and community based services waiver administered by DODD in accordance with its interagency agreement with ODM to assure the ability of the two agencies to track outcomes and impact future trends through policy development, consultation, and technical assistance designed to enhance the success of individuals with developmental disabilities.



- 8) Collaborate with other members of the Employment First Taskforce to promote a multi-system approach, as directed by the Employment First Executive Order, toward the achievement of vocational rehabilitation, employment, and independence of individuals with developmental disabilities, including individuals with developmental disabilities enrolled in a home and community based services waiver administered by DODD in accordance with its interagency agreement with ODM in community employment.
- 9) Work in collaboration with the Ohio Department of Education and local education agencies in employment preparation of youth with developmental disabilities, including youth with developmental disabilities enrolled in a home and community based services waiver administered by DODD in accordance with its interagency agreement with ODM for appropriate and timely referrals.
- 10) Provide consultation and technical assistance to local CBDDs and vocational rehabilitation staff with emphasis on increasing competitive and integrated community employment opportunities.
- 11) Establish competencies for the provision of supported employment services and adopt and implement competency-based training standards for career development planning, job creation, job development, job coaching and coordination of those services, including promoting the Orientation to Supported Employment web course hosted on the Ohio Employment First Website.
- 12) Develop a consistent message around skills and competencies of service providers using evidence-based practices to build capacity to support effective transitions to community employment for people with developmental disabilities, including individuals with developmental disabilities enrolled in a home and community based services waiver administered by DODD in accordance with its interagency agreement with ODM.
- 13) Develop and implement improved coordination of supported employment services for mutually-eligible individuals with developmental disabilities, including individuals with developmental disabilities enrolled in a home and community based services waiver administered by DODD in accordance with its interagency agreement with ODM, identification of gaps in services, and implementation of a plan to eliminate those gaps.
- 14) Provide consultation and technical assistance to local CBDDs and VR staff on policies and procedures regarding the VR process, supported employment competencies, and the provision of employment services for individuals with developmental disabilities, including individuals with developmental disabilities enrolled in a home and community based services waiver administered by DODD in accordance with its interagency agreement with ODM.
- 15) Support the vocational service delivery model of Supported Employment for individuals with developmental disabilities, including individuals with

developmental disabilities enrolled in a home and community based services waiver administered by DODD in accordance with its interagency agreement with ODM for the purpose of obtaining and maintaining competitive and integrated employment outcomes. The purpose of the Supported Employment program is to enable individuals with the most significant disabilities, to achieve supported employment in competitive integrated employment.

- 16) Continue to make extended services available to individuals with developmental disabilities, including individuals with developmental disabilities enrolled in a home and community based services waiver administered by DODD in accordance with its interagency agreement with ODM, based on the individual needs of the person, which may include transportation, job coaching, and follow-along services.
- 17) Collaborate to develop an evaluation model for services to mutually-eligible individuals, including individuals with developmental disabilities enrolled in a home and community based services waiver administered by DODD in accordance with its interagency agreement with ODM and methods for information sharing. This will include the maintenance of a secure process to share and receive data to identify individuals who are both VR and DD eligible for coordination of service delivery, while maintaining all confidentiality requirements under state and federal law.
- 18) Continue to collaborate to ensure consistent messaging regarding the Workforce Innovation and Opportunity Act, Section 511 to encourage placement in competitive integrated employment and reduce use of subminimum wage employment and provide effective outreach to individuals with developmental disabilities, including individuals with developmental disabilities enrolled in a home and community based services waiver administered by DODD in accordance with its interagency agreement with ODM, already placed in subminimum wage employment to provide options designed to attain competitive integrated employment.

## **VII. GENERAL AGREEMENT PROVISIONS**

### **A. TERM**

This agreement shall be for a term commencing July 1, 2017 and will remain in effect until June 30, 2019 subject to the termination provision contained herein. The parties may agree to further agreement renewals, modifications, additions and/or deletions upon mutual written consent of the parties. If the completion date of this Agreement goes beyond any current biennium then prior to the end of the current biennium either party may provide written notice renewing the remaining time of this Agreement on the same terms and conditions, otherwise this Agreement shall terminate at the end of the then current biennium.

## **B. FISCAL RESPONSIBILITIES**

OOD shall prepare an Intra-state Transfer Voucher (hereinafter ISTVs) at the beginning of each quarter, or as soon as possible thereafter, to receive funds from DODD. The total amount to be transferred shall not exceed \$3,174,993 for the term of this Agreement.

- 1) OOD shall use the funds provided by DODD as state match for the federal Vocational Rehabilitation Grant to provide vocational rehabilitation services in accordance with this Agreement.
- 2) OOD and DODD shall develop and agree upon a project budget.
- 3) OOD and DODD shall meet quarterly to review expenditures and adjust the project budget as necessary.
- 4) OOD shall reimburse DODD for the full allowable cost of the maintenance of the Web-based supported employment competency-based training curriculum.
- 5) OOD shall reimburse DODD for the staffing cost of up to one full-time equivalent project manager. DODD shall provide documentation of the project manager's time is dedicated to this project.

Billing and invoicing between the parties will occur within 90 days following the acceptance of any service and/or good for which payment has been authorized in advance. The parties agree, for a period of five years, to maintain receipts and records of costs and expenditures for audit purposes and to comply with the fiscal guidelines of the Ohio Office of Budget and Management (OBM) as it relates to state agencies as well as any applicable federal fiscal and audit guidelines. The parties agree to exchange final fiscal reports where applicable and to return any actual costs which cannot be properly documented.

All financial obligations of the parties under this agreement are subject to the appropriation of sufficient funds by the Ohio General Assembly and/or the U.S. Congress. If, at any time, sufficient funds are not appropriated or available to continue funding the payments due under this Agreement, it will be terminated on the date the available appropriation expires without any further obligations of the parties.

## **C. CERTIFICATION OF FUNDS**

It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, O.R.C. Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that OOD gives DODD and ODM written notice that such funds have been made available to OOD by OOD's funding source.

#### **D. CONFIDENTIALITY**

The parties agree to comply with the confidentiality provisions in accordance with federal and state laws, federal regulations and the administrative rules of each party, and in particular with the confidentiality provisions located in O.R.C. 3304.21, O.A.C. 3304-2-63, 34 C.F.R. 361.38 and Attorney General Opinion 76-049.

In the event of an appeal, complaint, or other legal proceeding, the parties agree, as allowed by law, to have their staff and records available to each other and/or the Ohio Attorney General, for review, investigation, response and/or defense of such action.

#### **E. AMENDMENTS**

This agreement may be modified or amended upon mutual written consent of the parties.

#### **F. TERMINATION**

Either party shall have the right to terminate this agreement, with or without cause, by giving written notice of the party's intention to terminate thirty (30) calendar days prior to the intended date of termination.

In the event of termination of this Agreement the provision of this Agreement relating to "confidentiality" shall remain binding upon the parties.

#### **G. RENEWAL**

This agreement may be renewed, as needed, and in accordance with mutual written consent of the parties.

#### **H. PARTIAL INVALIDITY**

A Judicial or administrative finding, order or decision that any part of this agreement is illegal or invalid shall not invalidate the remainder of the agreement.

#### **I. DRUG-FREE WORKPLACE**

The parties agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted sub-contractors/grantees purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way when they are engaged in the work being performed hereunder.

#### **J. BREACH AND DEFAULT**

Upon breach or default of any of the provisions, obligations or duties embodied in this agreement, the parties may exercise any administrative contractual, equitable or legal

remedies available, without limitation available under the laws of the state of Ohio. The waiver of any occurrence of breach or default is not a waiver of such subsequent occurrences and the parties retain the right to exercise all remedies mentioned herein.

#### **K. EQUAL EMPLOYMENT OPPORTUNITY**

The parties agree that in the performance of this agreement, or in the hiring of any employees for the performance of work under this agreement, the parties shall not by reason of race, color, religion, sex, age, disability, national origin, ancestry, veteran status, sexual orientation, genetic information or gender identity discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the agreement relates.

#### **L. COMPLIANCE WITH FEDERAL AND STATE LAWS, RULES AND REGULATION**

The parties, in the execution of duties and obligations under this agreement, agree to comply with all applicable federal, state and local laws, rules, regulations and ordinances, as well as any applicable executive orders.

It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code (O.R.C.) Section 3517.13-Campaign, Political Parties-*Failure to File Statements*; O.R.C. Section 127.16-Purchasing by Competitive Selection; or O.R.C. Chapter 102-Public Offices-Ethics.

#### **M. ENTIRETY OF AGREEMENT**

All terms and conditions of this agreement are embodied herein and constitute the entire understanding between the parties. No other terms and conditions will be considered a part of this agreement unless expressly agreed upon in writing and signed by both parties. Neither this agreement, nor any rights, duties, or obligations described herein, shall be assigned by either party hereto without the prior written consent of the other party. This agreement shall be construed under the laws of the State of Ohio.

#### **N. LIMITATION OF LIABILITY**

Each party shall accept and be responsible for its own acts or omissions, as well as those of its employees discharging its obligations under this Agreement. Nothing in this Agreement shall be interpreted or construed to place any responsibility for acts or omissions of one party or its employees onto the other party. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, punitive damages, or lost profits.

#### **O. FINDINGS FOR RECOVERY**

The parties warrant that they are not subject to an "unresolved" finding for recovery under O.R.C. Section 9.24. If this warranty is found to be false, this Agreement is void

*ab initio* and the violating party shall immediately repay to the other party any funds paid under this Agreement.

#### **P. DEBARMENT**

The parties represent and warrant that they are not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either O.R.C. Section 153.02 or O.R.C. Section 125.25 or the United States Department of Education, pursuant to 34 C.F.R. Part 85. If this representation and warranty is found to be false, this Agreement is void *ab initio* and the violating party shall immediately repay to the other party any funds paid under this Agreement.

#### **Q. NOTICES**

All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.

#### **R. HEADINGS**

The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

#### **S. INTERAGENCY DISPUTES**

The parties agree that the Executive Director of OOD and the Directors of DODD and ODM shall resolve any disputes between the parties concerning responsibilities under, or performance of, any of the terms of this Agreement. In the event the directors cannot agree to an appropriate resolution to a dispute, they shall be referred to the Office of the Governor for a final, binding determination resolving the dispute.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

  
\_\_\_\_\_  
John L. Martin, Director  
Ohio Department of  
Developmental Disabilities

7/26/17  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Barbara Sears, Director  
Ohio Department of  
Medicaid

8/2/17  
\_\_\_\_\_  
Date

  
Kevin L. Miller, Executive Director  
Opportunities for Ohioans with  
Disabilities Agency

8/4/17  
Date

For OOD Use Only

	Agreement #	Fiscal	Legal	DD	AAPV	STD AF&DSC	MBE EDGE	RFP	Term	PO#
Initials		TAD/jdj	EB	SP						
Date		7/7/17	7/12/17	7/6/17						
Funding Source: <input type="checkbox"/> GRF <input type="checkbox"/> Fed. <input type="checkbox"/> Other (Please Specify):										

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