



Ohio Alliance Of Recovery Providers

**Substitute Senate Bill 105
Opponent Testimony
Senate Community Revitalization Committee
April 9, 2024**

Chairman Landis, Vice Chair Chavez, Ranking Member Sykes, and members of the Senate Community Revitalization Committee, thank you for the opportunity to offer comments on Substitute Senate Bill 105. My name is Thomas Stuber, I am the President and Chief Legislative Officer for The LCADA Way (based in Lorain, Erie, Cuyahoga counties), but today I come to you representing the Ohio Alliance of Recovery Providers (OARP) for which I serve as President.

OARP is a statewide organization made up of thirty-nine addiction treatment providers, certified by the Ohio Department of Mental Health and Addiction Services, whose members work together as a system to help clients move from active addiction to productive citizenship. Our member organizations work to increase access to treatment and develop a recovery-oriented system of care for all Ohioans. Through our professional networking and idea sharing, we have created a collective knowledge of best practices for optimal care and share this information with state and national legislators.

Unfortunately, Sub. SB 105, as currently amended, is not a bill our members are able to support. **However, we ask that the sponsors convene an interested parties meeting and bring both providers and ADAMHS boards to the table to work out the differences, and we would be very happy to participate.**

I would like to focus on the three provisions in Sub. SB 105 that concern our members the most: the ADAMHS boards' expanded audit authority (lines 167 – 181), the ADAMHS board's expanded investigative authority (lines 375 – 387, 539 - 555) and the changes to contracting (lines 430 – 469).

Under current law, each ADAMHS board must (at least annually) audit all programs that addiction services, mental health services, and recovery supports provide under contract with the board. This makes sense because they are only able to audit the programs they contract for. Sub. SB 105, however, expands that authority so that each ADAMHS board will conduct a fiscal audit (again, at least annually) of each community provider under contract with the board to provide certified services. Our interpretation of the language in Sub. SB 105 is that the boards would be allowed to audit ALL of a provider's financial records, not just the records for the contracted services. We believe this is a significant overreach of power which would be multiplied for the

providers who contract with more than one ADAMHS board. Plus, on average, community behavioral health providers receive between 10% - 20% of their funding from one or more ADAMHS boards. Imagine if one of our larger providers was subjected to quarterly fiscal audits by three separate ADAMHS boards (because they operate in multiple counties) all for 15% of their total funding. This would be a tremendous drain on that provider's administrative and fiscal resources.

Under Sub. SB 105, boards that receive a complaint against a provider may force that provider to "provide to the board information that the board considers relevant to the complaint." Then later in the bill, a board may enter a provider facility with or without the Director of the Ohio Department of Mental Health and Addiction Services and, "if the health and safety of a resident is in danger, take any necessary action to protect the resident" (this has been downgraded in the bill from "immediate danger" to just "danger"). Finally, the sub. bill also downgrades the legal requirements of the ADAMHS boards by only requiring that they "promptly" report these incidents to the Director versus current law where they are required to "immediately" report incidents. **We have many questions surrounding the broadness of these language changes (which goes much further than residential treatment settings) especially what the implications might be for our providers, and we hope to have an opportunity to discuss them with the sponsors at a future interested parties meeting.**

As for contracting, we believe that when any two parties come to the negotiating table, they should come as equals and hopefully reach an equitable agreement. Where boards and providers are concerned, current law is clear (Sec.340.036(D)):

"If a party to a contract entered into under this section proposes not to renew the contract or proposes substantial changes in contract terms, the other party shall be given written notice at least one hundred twenty days before the expiration date of the contract."

The law tells us that both parties have the option to take action as long as they give enough notice. Ohio law also clearly details what happens when either a board or a provider cannot agree:

"During the first sixty days of this one-hundred-twenty-day period, both parties shall attempt to resolve any dispute through good faith collaboration and negotiation in order to continue to provide services and supports to persons in need. If the dispute has not been resolved sixty days before the expiration date of the contract, either party may notify the [OhioMHAS] director of the unresolved dispute. The director may require both parties to submit the dispute to another entity with the cost to be shared by the parties. Not later than twenty days before the expiration date of the contract or a later date to which both parties agree, the other entity shall issue to the parties and director recommendations on how the dispute may be resolved."

Sub. SB 105, however, eliminates the dispute resolution process entirely and then reduces the time period by which either party must give written notice of its intent not to renew the contract from at least 120 days down to at least 30 days. If a board gives a provider 30 days notice that they will not be renewing the contract, it is quite simply not enough time to properly find

alternative services for the people in our care and it can be devastating to their treatment. The people we serve are in the midst of what will likely be the most difficult thing they will ever do. Disrupting their treatment plan, taking them away from the therapists that they have come to trust, and quickly attempting to find them nearby treatment can be detrimental to a person in recovery. The reason the law goes to such lengths to avoid terminating a contract is right there in the Revised Code – “in order to continue to provide services and supports to persons in need.”

Beyond that, the substitute bill requires that the contract must include terms that specify a process where either party may terminate the contract before it is scheduled to expire, for any reason the party considers necessary for the early termination of the contract. Additionally, the contract must also specify a process by which the other party may appeal the early termination. So not only would the bill now allow a party to terminate the contract early, there is no resolution process in place and there are absolutely no guardrails around the terms of the contract. We know this to be true because the bill also allows the ADAMHS board to begin the process of entering into a new contract with another provider before the contract with the previous provider is even terminated or expired. It is contradictory to allow a party to terminate the contract early, require an appeal process in the contract, but then allow an ADAMHS board to contract with another provider before the end of the previous contract. This incentivizes inequality in contracting where the ADAMHS board holds more power than the provider. By requiring these processes to be in the contract as opposed to written in the law, Sub. SB 105 would create a patchwork of different requirements for all the different ADAMHS boards and providers across the state. **We strongly support keeping the current protections – including the dispute resolution process – in Ohio law to safeguard the continuum of care for our patients and maintain contracting consistency throughout the state.**

Thank you again for the opportunity to share our thoughts on Sub. SB 105 on behalf of the Ohio Alliance of Recovery Providers. We hope you will consider scheduling an interested parties meeting to work out differences, and I would be happy to answer any questions you may have.