

**INTERAGENCY AGREEMENT**  
**BETWEEN**  
**THE OHIO DEPARTMENT OF MENTAL HEALTH AND**  
**ADDICTION SERVICES**  
**AND**  
**Ohio Department of Natural Resources**

**I.**  
**PURPOSE**

This interagency agreement (Agreement) is entered into by The Ohio Department of Mental Health and Addiction Services (OhioMHAS) and the Ohio Department of Natural Resources for the purpose of using funds from the Mental Health Block Grant ARPA funding source to provide additional funding for Thrive Outside Mental Health Promotion public awareness campaign.

**II.**  
**RESPONSIBILITIES OF the Ohio Department of Natural Resources**

1. The Ohio Department of Natural Resources (ODNR) shall prepare and send to OhioMHAS an Intra-State Transfer Voucher (ISTV) for the amount of \$257,000 within 5 business days of the execution of this document. These funds will be used to pay for the creative asset development and promotion of the Thrive Outside campaign, which will include TV and radio PSAs, social media campaigns, billboards, promotional materials and any related printing and shipping costs in calendar year 2023.
2. ODNR shall make available all records relating to costs, work performed and supporting documentation for activities performed and invoices submitted hereunder for audit including, but not limited to audit by OhioMHAS, the Auditor of State of Ohio, Inspector General or duly authorized law enforcement officials and agencies of the United States government for a minimum of three years after termination of this Agreement. If an audit is initiated during this period of time, ODNR shall retain such records until the audit is concluded and all issues resolved.

The ODNR Agreement manager is Philip Hutchinson.

**III.**

**RESPONSIBILITIES OF THE OHIO DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES**

OhioMHAS, as the recipient of ARPA Mental Health Block Grant funds, shall reimburse ODNR in an amount not to exceed a total amount of \$257,000 for the term of this Agreement.

OhioMHAS will transfer to ODNR, upon receipt of a proper Intra-State Transfer Voucher (ISTV), reimbursement up to the amounts specified for qualifying activities, not to exceed a total of \$257,000 for the period commencing on the date of execution of this Agreement through September 30, 2023.

The OhioMHAS Agreement manager is Layne Goode.

## IV.

### GENERAL PROVISIONS

#### A. Term

This Agreement will become effective when both parties have executed and will end on September 30, 2023. No work under this Agreement may occur after September 30, 2023. All ISTVs for reimbursement shall be submitted by ODNR to OhioMHAS no later than September 30, 2023 and shall be paid no later than September 30, 2023. It is anticipated that additional funds may be available for the following year. In such case, upon mutual written agreement between the parties, this Agreement may be renewed for additional funds, subject to the same terms and conditions of this Agreement and subject to any federal and state directives, regulations, and laws relating to the subject matter of this Agreement.

#### B. Termination by Notice

1. This Agreement may be terminated by either party upon 30 days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the following persons: if OhioMHAS is terminating the Agreement, to the Director of the ODNR or, if ODNR intends to terminate the Agreement, to the Director of OhioMHAS.
2. This Agreement may be terminated immediately in the event there is disapproval by a federal administrative agency, or upon discovery of non-compliance with any federal or state laws, rules, or regulations. In the event termination is pursuant to this paragraph B.2., a notice specifying the reasons for termination shall be sent as soon as possible after the termination in accordance with the procedures set forth in Article IV., paragraph B-1.
3. Reimbursement may be made only for work completed prior to the effective date of termination.

#### C. Amendments

This Agreement may be modified or amended, provided that any such modification or amendment is in writing and is signed by the Director of OhioMHAS and the Director of ODNR. It is agreed, however, that any amendments to laws, rules or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing a written amendment.

#### D. Compliance with Federal and State Laws, Rules and Regulations

The parties agree to comply with all federal and state laws, rules, regulations and auditing standards that are applicable to the performance of this Agreement.

#### E. Applicable Law; Partial Invalidity

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio, without regard to choice of law provisions. 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.

#### F. Liability Requirements (other than audit)

Each party agrees, to the extent permissible by law, to hold the other party harmless from liability, suits, losses, judgments, damages or other demands brought as a result of its actions or omissions in performance of this agreement. However, in the event that a party is subject to liability, suits, losses,



judgments, damages or other demands which are due to the acts or omissions of the other party, the other party will not be held harmless.

#### **G. Audit Exceptions**

1. OhioMHAS shall be responsible for receiving, replying to, and arranging compliance with any audit exception(s) found as a result of any state or federal audit of this Agreement as it pertains to federal funding of the Agreement. ODNR shall fully cooperate with OhioMHAS and timely prepare and send to OhioMHAS its written response to the audit exception(s).
2. OhioMHAS shall be liable for any audit exception(s) that result(s) solely from its acts or omissions in the performance of this Agreement. ODNR shall be liable for any audit exception(s) that result(s) solely from its acts or omissions in the performance of this Agreement. In the event that any audit exception(s) result(s) from the acts or omissions of both ODNR and OhioMHAS, the financial liability for the audit exception(s) shall be shared by the parties in proportion to their relative fault. In the event of a dispute concerning the allocation of financial liability for audit exceptions, the parties agree that the dispute shall be referred to the Office of the Governor for a final, binding determination allocating financial liability.
3. For the purpose of this section, the term "audit exception" shall include federal disallowance and deferrals.

#### **H. Subject to Appropriation**

The obligations of each party under this Agreement shall be subject to the appropriation of funds by the General Assembly and, if necessary, approval by the Controlling Board of Ohio.

#### **I. Resolution of Disputes.**

The parties agree that the director of ODNR and the director of OhioMHAS 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.

#### **J. Entirety of Agreement**

All terms and conditions of this Agreement are embodied herein. No other terms and conditions will be considered a part of this Agreement unless expressly agreed upon in writing and signed by both parties.

**APPROVED BY:**



Lori Criss, Director  
Ohio Department of Mental Health and  
Addiction Services  
30 East Broad Street, 36<sup>th</sup> Floor  
Columbus, Ohio 43215

Mary Mertz, Director  
Ohio Department of Natural Resources  
2045 Morse Road  
Columbus, Ohio 43229

DATE: January 23, 2023

DATE: \_\_\_\_\_

