Memorandum of Understanding

This Memorandum of Understanding (the “MOU”) is entered into on _______, 2007 and effective January 1, 2008 by and between the following public entities: Board of County Commissioners, Hamilton, County, Ohio on behalf of Hamilton County Department of Job and Family Services (“JFS”), Hamilton County Juvenile Court (“JC”), Hamilton County Board of Mental Retardation and Developmental Disabilities (“MRDD”), and Hamilton County Mental Health and Recovery Services Board (“MHRSB”), collectively referred to as the Multi County System Agencies (“MCSA”). The purpose of this MOU is to define the relationships and responsibilities between the parties for the provision and management of services to selected Hamilton County Multi-System Youth through a contract with Hamilton Choices, LLC, the Care Coordination Agency (“CCA”), an Ohio limited liability company.

I. RECITALS

WHEREAS, MCSA have the independent responsibility for providing services to certain youth (“Enrolled Youth”) and their families;

WHEREAS, MCSA have coordinated their efforts and combined resources to strengthen families, reinforce protective factors, reduce long term out of home care placement risk factors, and improve the quality and scope of services to Multi-System Youth;

WHEREAS, MCSA and CCA have entered into, on even date herewith, a certain Agreement for Provision and Management of Services to selected Hamilton County youth (the “CCA Agreement”) effective October 1, 2007 pursuant to which CCA will develop, implement, purchase, monitor and evaluate for effectiveness specified services for Enrolled Youth and families. The CCA Agreement implements a system of administering and delivering services to Multi-System Youth, whereby MCSA achieves budget predictability and cost effectiveness and CCA achieves quality enhancements and cost efficiencies through offering services to families at key time periods, reinforcing permanency/concurrent planning for children, identifying and utilizing family strengths/resources, and delivering, managing, and accessing resources;

NOW THEREFORE, it is hereby agreed as follows:

II. TERM

The term of this MOU shall commence effective January 1, 2008 and shall terminate on the earlier of the following: 1) midnight on September 30, 2011; 2) the date of the early termination of the CCA Agreement; or 3) the date of the early termination of this Agreement pursuant to Section X.
III. DEFINITIONAL TERMS

The parties agree that the Definitions & Acronyms set forth in the CCA Agreement shall apply to this MOU.

IV. MUTUAL RIGHTS AND RESPONSIBILITIES

1. MCSA agree to provide MHRSB, as MCSA fiscal agent, the funds approved through MCSA Director Board that are necessary to pay the costs of Exhibit A – the MOU Budget, attached hereto and incorporated herein by reference, and the salary and fringe benefits of MCSA Director, MCSA Financial Manager and administrative support up to the approved amount and in the Funding Percentages set forth in Section VII.

2. It is expected that MCSA will function by consensus. If a consensus cannot be reached, MCSA agree to use the services of a mediator. The selection of the mediator must be agreed to by all parties. Section IX sets forth the agreed upon Dispute Resolution process.

3. MCSA agree to send consistent representative(s) to committee meetings. Such MCSA committees will meet from time to time, as needed, during the term of this MOU.

4. MCSA agree that MHRSB shall function as the MCSA Fiscal Agent and will employ and supervise the MCSA Director, MCSA Financial Manager and administrative support staff as needed whose primary responsibilities will include, but are not limited to: administrative support, contract monitoring, fiscal oversight and coordination with MCSA to ensure the terms and conditions of the CCA Agreement and the goals of the Project are met.

5. MCSA agree to utilize the referral protocol listed in the Operations Manual attached as Exhibit C to the CCA Agreement. It is agreed that the funder representatives designated by the MCSA will be an integral part in monitoring and managing the clinical and fiscal integrity of the program, especially as it relates to enrollment and discharge.

V. MCSA RESPONSIBILITIES

1. The Director of JFS, the President/Chief Executive Officer of MHRSB, the Superintendent of MRDD, and the Court Administrator of JC shall comprise the “MCSA Director Board”. The purpose of the MCSA Director Board shall be to provide general oversight with respect to the CCA Agreement. Each member of MCSA Director Board is able to appoint a designee to act in his/her absence. A designee will be assigned only when it is not possible for the Director to participate. If a designee is assigned such designee must have the authority to represent the individual MCSA Director and make decisions.
and commitments on the agency’s behalf. MCSA Director Board’s responsibilities will include, but are not limited to:

a. Determination of the funding allocations of each agency to a pooled funding allocation;

b. Ensuring contract costs are consistent with projected budgeted amounts for program;

c. Authorizing the MCSA Director to act on behalf of the MCSA Director Board members with CCA;

2. MCSA Director Board will conduct meetings as needed. The agenda may include reviews of the following:

a. Financial reports/Financial forecasts;

b. Rate structures concurrent with county rates;

c. Provider Network Development;

d. Utilization trends of services;

e. Available potential funding;

f. Contract compliance issues;

g. Quality assurance and quality improvement reports and updates;

h. Children with treatment costs in excess of Ten Thousand Two Hundred Dollars ($10,200.00) per month.

i. Individual agency barriers in achieving Project goals; and

j. Allocation of resources and alignment with Project goals and implementation.

3. Each MCSA shall assign at least one (1) staff person to serve on MCSA Oversight Committee. The assigned staff shall have a thorough understanding of clinical and fiscal aspects of the CCA Agreement and its related program expectations. The MCSA Oversight Committee shall be a primary support for CCA and shall:

a. Understand and manage both the fiscal and clinical operations regarding program functions and expectations;
b. Monitor clinical care and review and address overall clinical issues;

c. Participate in the referral and disenrollment process as described in the Operations Manual, attached as Exhibit C to the CCA Agreement;

d. Review all reports provided by CCA;

e. Arrange and facilitate monthly meetings with CCA;

f. Collaborate to offer available resources from each system for the benefit of Enrolled Youth and their families served by CCA;

g. Assure agency representation at Treatment Team meetings, if applicable to MCSA agency;

h. Ensure Individualized Service Plans are incorporated into each MCSA’s treatment/case planning activities;

i. Monitor actuarial cost/utilization data to implement and monitor case rate;

j. Review placement trends, lengths of stay (LOS), location, and treatment outcomes;

k. Provide ongoing administrative and clinical oversight of the CCA Agreement including implementation and to provide policy and practice recommendations;

l. Review CCA performance and ongoing CCA issues that arise in the course of the project implementation;

m. Assist with the development and administration of the evaluation of CCA performance; and

n. Attend Treatment Team model, utilization review, and cost management trainings.

VI. MENTAL HEALTH RECOVERY SERVICES BOARD RESPONSIBILITIES

1. Act as the Fiscal Agent for obtaining the funds for the CCA Agreement pursuant to Section VIII of this MOU based on the compensation set forth in the CCA Agreement.

2. As Fiscal Agent, the MHRSB, shall be responsible to the MCSA for the overall implementation and oversight of the project,
3. As Fiscal Agent, the MHRSB shall be responsible to hire, supervise and evaluate the MCSA Director, the MCSA Financial Manager and support staff. Vacant positions will be posted, per agency policies, at MCSA agencies and on the county web site. If not filled by applicants from postings, vacant positions will be publicly advertised. A copy of the MHRSB Position Descriptions for the MCSA Director and MCSA Financial Manager are attached as Exhibits B-1 and B-2. Any substantial changes in the assigned duties of the MCSA Director or Financial Manager shall be brought to the MCSA for approval.

4. The MHRSB shall conduct Medicaid revenue reviews, document and resolve barriers to obtaining Medicaid revenue, and improve eligibility and service utilization of Medicaid funding streams;

5. Function as the contract review lead on the Medicaid portion of all contract compliance reviews and issues related to Medicaid Targets as described in the CCA Agreement.

6. Enforce MHRSB policies for approving Medicaid contracts with Providers under the CCA Agreement.

7. Work cooperatively with MCSA and CCA to develop an agreement and protocol to enable CCA to access mental health community plan services if medically necessary when Enrolled Youth are disenrolled;

VII. MCSA FISCAL RESPONSIBILITIES

1. Contribute resources for the implementation and maintenance of the CCA Agreement. These resources include but may not be limited to:
   a. Fiscal/billing staff for invoice processing;
   b. Evaluation Support;
   c. Contract Support; and
   d. Overall managed care system integrated planning activities.

2. Contract Costs
MCSA agrees that the costs to be funded in the MOU Budget include, but are not limited to:

a. Administrative Compensation to CCA;

b. Case Rate to CCA;

c. Fee For Service reimbursement to CCA;

d. Care Coordination Compensation to CCA;

e. MCSA Director salary and fringe benefits;

f. MCSA Financial Manager salary and fringe benefits; and

g. MCSA administrative support salary and fringe benefits

h. Any other expense as specifically set forth in the CCA Agreement.

3. Funding Percentages

a. Program Costs

MCSA agree to contribute the funds necessary to cover the cost of the Project. Such funding shall be provided to MHRSB according to the following percentages and outlined in Exhibit A, - MOU Budget:

<table>
<thead>
<tr>
<th>Agency</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>JFS</td>
<td>58.745%</td>
</tr>
<tr>
<td>MHRSB</td>
<td>29.785%</td>
</tr>
<tr>
<td>MRDD</td>
<td>7.974%</td>
</tr>
<tr>
<td>JC</td>
<td>3.496%</td>
</tr>
</tbody>
</table>

In the event any MCSA has additional funds to contribute to the Project MCSA Director Board will agree on the use of the funds. Uses may include but are not limited to increased CCA census and reducing the other MCSA contributions by equal amounts.

b. Cost of salaries and fringe benefits for the MCSA Project Director, MCSA Financial Manager and administrative support staff as needed.

In accordance with Section IV of this MOU, MCSA agree to provide MHRSB with the salary and fringe benefits to employ the MCSA Project Director, Financial Manager and administrative support staff. The amount
of the funds to be provided will be approved by MCSA Director Board. The funds will be paid to MHRSB on the basis of the following percentages:

<table>
<thead>
<tr>
<th>Program</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>JFS</td>
<td>23.5%</td>
</tr>
<tr>
<td>MHRSB</td>
<td>29.5%</td>
</tr>
<tr>
<td>MRDD</td>
<td>23.5%</td>
</tr>
<tr>
<td>JC</td>
<td>23.5%</td>
</tr>
</tbody>
</table>

4. Payment Procedure

a. Program Costs

MHRSB will invoice each individual MCSA member according to the schedule set forth in Exhibit B, attached hereto and incorporated herein by reference,

b. Cost of salaries and fringe benefits for MSCA Project Director, MCSA Financial Manager and administrative support.

MHRSB shall reconcile all funds received by MCSA to the actual cost of such positions annually and at the termination of the MOU.

5. Funding Reevaluation

MCSA agree that the funding percentages set forth above are subject to change by MCSA Director Board, but, in any event shall total 100% of the Project costs described in Exhibit A - MOU Budget. A MCSA Director Board member can request a review of the funding percentages during the term of the MOU if funds expended by the project are disproportionate to the Enrolled Youth served by that Director. Until such an adjustment is made, MCSA agree that funding percentages set forth in Paragraph 2 of this Section will remain in effect until otherwise modified through a written amendment to this MOU, the execution of which should not be unreasonably withheld.

VIII. Dispute Resolution

1. MCSA agree that any dispute concerning the funding portion of a MCSA for the CCA Agreement shall be resolved by the unanimous decision of MCSA Director Board.

2. MCSA agree that irreconcilable disputes concerning an MCSA responsibility for an individual child or Enrolled Youth, including services and funding for such children or Enrolled Youth shall be resolved pursuant to a dispute resolution process and judicial review in accordance with ORC 121.38.
3. MCSA agree that all disputes concerning the services to be provided to an Enrolled Youth, including level of care shall be handled in the manner set forth in the CCA Agreement.

IX. Utilization Management

MCSA shall collaborate with CCA to ensure utilization management processes and procedures are integrated and coordinated across systems. MCSA shall ensure information is not collected by multiple entities, multiple times and shall work together to ensure standards are applied consistently across systems (i.e. JFS clinical unit).

X. Termination

1. Each individual MCSA member agrees it will not terminate its involvement in the CCA Agreement and this MOU unless one of the following occurs: a) there are legitimate budgetary constraints which financially prohibits it from continued participation in the CCA Agreement which causes termination of the CCA Agreement pursuant to Section 18 of that agreement; b) there is a Material Breach of the CCA Agreement by CCA; or c) there is a unanimous decision of MCSA Director Board for an individual MCSA member to terminate its involvement in the CCA Agreement.

2. If an individual MCSA member terminates its participation in the CCA Agreement, the remaining MCSA members can unanimously agree to: a) direct MHRSB to continue the CCA Agreement, or; b) terminate the CCA Agreement, in accordance with the terms and conditions of that agreement.

3. If the remaining MCSA members elect to continue the CCA Agreement, remaining members of MCSA Director Board shall work cooperatively to reevaluate and agree upon the funding percentages for the remainder of the term of the CCA Agreement. Such revised funding percentages shall be set forth in written amendment to this MOU.

4. Notwithstanding the above, MHRSB acknowledges and agrees that it may not unilaterally terminate the CCA Agreement.

XI. Amendments

All amendments to this MOU shall be in writing and signed by all parties. All amendments and changes shall be dated and shall become part of the original MOU.

XII. Integration and Modification
This MOU and exhibits embody the entire agreement between the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this MOU shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this MOU. This MOU shall not be modified, in any manner, except by an instrument, in writing, executed by all parties.

XIII. Notice

All notices provided for herein shall be given to the parties or their successors as set forth below or to such other person as the parties may designate in writing from time to time:

JFS: Moira Weir, Director
222 E. Central Parkway
Cincinnati, Ohio 45202
DDN: 946-2111
FAX: 946-7366

HCJC: Mark Reed, Court Administrator
800 Broadway
Cincinnati, Ohio 45202
DDN: 946-9220
FAX:

MHRSB: Patrick Tribbe, President/CEO
2350 Auburn Ave.
Cincinnati, Ohio 45219
DDN: 946-8600
FAX: 946-8610

MR/DD: Cheryl Phipps, Superintendent
1520 Madison Road
Cincinnati, Ohio 45206
DDN: 794-3300
FAX: 794-3319

Copy to: Board of County Commissioners, Hamilton County, Ohio
Attention: County Administrator
Room 603
138 East Court Street
Cincinnati, Ohio 45202

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed in counterparts as of the date and year set forth above.
SIGNATURES

The terms of this MOU are hereby agreed to by the parties, as shown by the signatures of authorized representatives of each.
BOARD OF COUNTY COMMISSIONERS,
HAMILTON COUNTY, OHIO


or

County Administrator
HAMILTON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

By: ______________________________
Print Name: ______________________
Date: ______________________________
HAMILTON COUNTY BOARD OF MENTAL RETARDATION AND DEVELOPMENTAL DISABILITIES

By: _________________________________
Print Name: __________________________
Date: ________________________________