



HEART OF OHIO
FAMILY HEALTH

Memorandum of Agreement

This memorandum of agreement (this “Agreement”) is entered into effective as of _____ (“Effective Date”) between the Heart of Ohio Family Health Centers (HOFHCs), and NORTH CENTRAL MENTAL HEALTH.

Whereas, The City of Whitehall was awarded a contract by the Franklin County Board of Commissioners from a FY 2017 Comprehensive Opioid Abuse Site Based Program award titled Diversion Alternatives-Project Opioid (DA-PO) from the Department of Justice, Bureau of Justice Assistance(BJA) and has designated the Franklin County Office of Justice Policy & Programs (OJPP) to serve as the administrator of the grant; and

Whereas, it is in the interest of the parties to implement DA-PO program to reduce opioid misuse and the number of overdose fatalities in the 43213 zip code.

Whereas, HOFHC was awarded a contract by the City of Whitehall;

Whereas, the program is known as Diversion Alternatives-Project Opioid;

NOW THEREFORE, in consideration of the mutual promises here in made, the parties enter into the following terms and conditions:

1. **Term of Agreement**: The Agreement commences on June 1, 2018 and ends June 30, 2019. This Agreement may be extended for an additional term not to exceed three (3) years, subject to availability of funds, and upon written Agreement executed by the parties hereto.
2. **Award Amount to Support Behavioral Health and Supportive Services**: The total award amount to support behavioral health and supportive services shall not exceed \$130,682.84 during the term of this Agreement.
3. **Funding: Flow of Funds and Payment**: Funding to support this project is from a FY 2017 Comprehensive Opioid Abuse Site Based Program Grant, awarded to Franklin County, administered by the Franklin County Office of Justice Policy and Programs, contract to the City of Whitehall, and contract to HOFHC. **Any payments shall be made on a reimbursement basis and no funds will be issued as payment for up-front costs.** The flow of funds and payment will occur as follows:

4. **HOFHC:** HOFHC, pursuant to this agreement shall allocate funds to NORTH CENTRAL MENTAL HEALTH on a reimbursement basis administered pursuant to the contract award, and shall in turn submit reimbursement invoices to City of Whitehall. Such payment and reimbursement requests shall be directly related to work and costs allowable under the DA-PO Grant, and shall directly relate to NORTH CENTRAL MENTAL HEALTH's provision of therapeutic services and case management to participants of the DA-PO Program. NORTH CENTRAL MENTAL HEALTH will request reimbursement for funds from the HOFHC by submitting a monthly invoice, in a form acceptable to HOFHC and compliant with the DA-PO Grant. Support documentation of expenses incurred and activities and services provided shall be submitted with the monthly reimbursement request. HOFHC will pay NORTH CENTRAL MENTAL HEALTH upon receipt of payments from the City of Whitehall.
5. **NORTH CENTRAL MENTAL HEALTH.** NORTH CENTRAL MENTAL HEALTH will submit invoice requests with all related support documentation of expenses monthly to HOFHC for the provision of therapeutic services and case management to participants of the DA-PO Program.

ADMINISTRATION AND REPORTING

1. Financial Administration:

- a. HOFHC will administer the DA-PO contract award, receive deposits, and make expenditures for services from the award.
- b. NORTH CENTRAL MENTAL HEALTH will track and monitor expenditures submitted to HOFHC for reporting purposes, including all back up documentation that will be needed for requests for reimbursement.

2. Programmatic Reporting:

- a. HOFHC will coordinate financial and programmatic information submitted by NORTH CENTRAL MENTAL HEALTH for City of Whitehall reports; HOFHC will analyze and aggregate the programmatic data for submission to the City of Whitehall Office.
- b. Monthly, NORTH CENTRAL MENTAL HEALTH will provide HOFHC with required reporting elements and any additional programmatic-related information deemed necessary and relevant by OJPP or Project Evaluator for this project. Quarterly, NORTH CENTRAL MENTAL HEALTH will aggregate the individual level project data into a concise report as prescribed by HOFHC.

3. **Number of Persons Served:** Up to 30 community members total will be served by this project, with room for flexibility based upon participation attrition rates.

4. Target Population:

- a. Persons with identifiable drug/opiate addiction who may face, are facing, or could face criminal charges for a misdemeanor; and
- b. Plan to remain in Franklin County upon their release; and
- c. Assessed as appropriate for the program and volunteer to participate.

5. Service Provider Roles and Responsibilities:

- I. HOFHC (Implementing Agency) will:
 - a. Provide oversight and monitor fulfillment of all contract requirements;
 - b. Coordinate and schedule team meetings as needed;
 - c. Assist in drafting procedural guidelines for identification, engagement and discharge planning of participants;
 - d. Provide leadership on program design and in-kind services that support the project;
 - e. Track fiscal expenditures to ensure alignment with budget application; and
 - f. Purchase of program supplies and computer equipment as authorized by BJA in the approved application budget. Computer equipment purchased through the grant by City of Whitehall shall remain the property of the City of Whitehall upon termination of the grant.

- II. NORTH CENTRAL MENTAL HEALTH (Service Provider) will:
 - a. Provide 1.0 FTE mental health and substance abuse counselor to this project at the Whitehall Family Health Center;
 - b. Provide diagnostic assessment services for the presence of substance use disorders and/or mental health disorders;
 - c. Provide Risk-Need evaluations through the use of ORAS and other standardized clinical assessments and share these assessments with the Project Coordinator, drug court team, and community based behavioral health provider(s) for the purposes of treatment care and continuity for program participants. Private Health Information shall be shared in accordance with privacy laws and considerations and contingent upon the execution of a Business Associate Agreement between Heart of Ohio Inc. and program partners.
 - d. Draft and coordinate a continuum of care plan with participant and court team
 - e. Provide case management services to ensure appropriate referral and linkage to needed services;
 - f. Provide services planned to restore participants to optimum mental health and sobriety including replace prevention techniques and coping skills for successful community reintegration;
 - g. Provide transportation of clients to needed services and other appointments related to the client's treatment plan;
 - h. Conduct home and community visits;
 - i. Collaboration with City of Whitehall partners conducting wellness checks, to include ride-alongs where feasible during the wellness checks or crisis check-ups.
 - j. Provide treatment and support services engagement to ensure clients are receiving and are participating in services;
 - k. Participates in multi-disciplinary treatment team meetings for possible adjustment to individual treatment and reentry plans.
 - l. Complete close out paperwork as identified by HOFHC and Program partners;
 - m. Assists Project Coordinator in identifying and building relationships with local reentry and treatment providers to foster ongoing collaboration;

- n. Provide community outreach and education—connecting justice involved and formerly incarcerated men and women with needed and available community resources. Provide follow up as appropriate to document use/success of referrals
- o. Ensures compliance with legal issues including, but not limited to client confidentiality and risk management; ensure compliance with federal, state, and local regulations;
- p. Tracking of services and other programmatic reporting elements as required by HOFHC, including completion of required monthly reporting;
- q. Collaboration with the project evaluator for other project evaluation needs.
- r. Track and collect data related to service hours and activities by participant and in aggregate for purposes of monthly programmatic reporting, quarterly fiscal reporting and final evaluation. Service hours and activities shall be tracked at a minimum to quarter hour increments.

6. TERMINATION

- a. Foundation may immediately terminate this Agreement upon written notice to HOFHC in the event that HOFHC is in material default of the performance of a duty or obligation imposed upon it by this Agreement and such default has not been substantially cured within fifteen (15) days following receipt by HOFHC of written notice thereof;. In the event of termination of Grant Agreement for any or no reason, this Agreement will automatically terminate. In the event of termination or expiration of this Agreement, neither party will have any further obligations under this Agreement except for such obligations which can reasonably be construed to survive termination of this Agreement.
- b. In the event Komen terminates the Agreement as set forth subsection 7(D) of the Grant Agreement and Komen seeks reimbursement of the last distribution of the Grant Funds and/or any additional unspent Grant Funds (plus interest), then HOFHC agrees to reimburse Foundation its proportion share of distributed and/or unspent Grant Funds (and interest) which are required to be reimbursed to Komen.

7. ADDITIONAL TERMS

- a. If Foundation is required to indemnify Komen or Komen International pursuant to Section 8 of the Grant Agreement and such obligation arises as a result of HOFHC's negligence or misconduct, omission or breach of any the provisions of this Agreement or the Grant Agreement, then HOFHC agrees to indemnify and hold Foundation harmless in an amount equal to such costs, losses or expenses.
- b. The parties agree to amend this Agreement if needed in order for Foundation to be in compliance with the requirements of the Grant Agreement.
- c. Each party represents and warrants to the other party that: (i) it is not excluded from participation under any federal health care program, as defined under 42 U.S.C. §1320a-7b(f), for the provision of items or services for which payment may be made under a federal health care program; (ii) it has not arranged or contracted (by employment or otherwise) with any employee, contractor, or agent that it or its affiliates knew or should have known are so excluded from participation in any federal health care program; and (iii) no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e(g), has occurred or is pending or threatened against it or any of its affiliates or to its knowledge against any

employee, contractor, or agent of such party (collectively "Exclusions/Adverse Actions"). Each party during the term of this Agreement shall notify the other party of any Exclusions/Adverse Actions or any basis therefore immediately upon learning of any such Exclusions/Adverse Actions or any basis therefore. Upon the occurrence of an Exclusion/Adverse Action against a party, the other party may terminate this Agreement immediately upon providing written notice of such termination.

- d. Notwithstanding any unanticipated effect of any of the provisions herein, the parties will not intentionally conduct themselves under the terms of this Agreement in a manner that constitutes a violation of any applicable law or regulation, including but not limited to the Medicare and Medicaid Anti-Fraud and Abuse Amendments of 1977, the Medicare and Medicaid Patient and Program Protection Act of 1987, or the Ethics of Patient Referrals Act.
- e. Nothing herein is intended to, nor shall it be construed as, requiring the HOFHC (or any of its affiliated health care professionals) to refer patients to Foundation or any affiliate of Foundation, and HOFHC (and its affiliated health care professionals) is free to refer patients to any other provider or supplier.

In Witness Whereof, this Agreement will commence effective as of the Effective Date and remain in effect until _____. Any changes to the Agreement must be agreed to, in writing, by both parties.

Heart of Ohio Family Health Centers

North Central Mental Health

Name

Name

Title

Title

Date

Date

Exhibit A Description of Grant Funds Allocation

Exhibit A
Description of HOFHC Responsibilities and Allocation of Grant Funds

Category	Description	Funding
Patient Navigator	Patient Navigator 100% salary to work with HOFHC patient population to recruit patients to screening held at HOFHC; provide reminder phone calls and follow-up utilizing Pathways model	\$48,000
Patient Navigation	Project Manager 5% of salary to manage HOFHC Breast Health Program and collaboration with MCHS;	\$2,961
Transportation assistance	During the grant period, HOFHC will provide \$10 gas cards to each woman who receives a mammogram on the screening days we have scheduled with Mount Carmel, OSU, and Ohio Health. \$10 gas card x 320 mammogram slots available = \$3200.	\$3,200

Total: \$54,161