

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into between the [REDACTED] County Board of Developmental Disabilities, located at [REDACTED], [REDACTED], Ohio [REDACTED] ("Board"), and [REDACTED], located at [REDACTED], [REDACTED], Ohio [REDACTED] ("Provider").

The purpose of this MOU is to establish guidelines related to the administration of a provider support and recruitment plan for the benefit of individuals with developmental disabilities served in [REDACTED] County and to assist with implementing the Board's Strategic Plan. These funds are not intended to replace or supplant other sources of available funding for programs or services, including services that are payable by Medicaid.

Now, therefore, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Board Responsibilities:

The Board shall:

- Administer provider support and recruitment funds as approved by the Board's [REDACTED] Committee.
- Verify that the use of the provider support and recruitment funds by the Provider is in accordance with the approval given by the Board's [REDACTED] Committee.
- Review and evaluate the use of the provider support and recruitment funds on a schedule established by the Board's [REDACTED] Committee.

Provider Responsibilities:

The Provider warrants that it is in good standing with the Ohio Department of Developmental Disabilities ("DODD"), and is not subject to any suspension of its certification or licensure from either DODD or the Ohio Department of Medicaid ("ODM") and is not subject to any process of revocation of its certification or licensure from DODD or ODM.

The Provider warrants that it is currently a provider authorized to provide services or actively seeking to serve [REDACTED] County individuals. [The Provider is seeking initial certification from DODD and/or ODM and has submitted an application to assist with certain startup costs. The Provider warrants that it can meet DODD and ODM provider qualifications and will provide any supporting documentation as requested by the Board. The Provider agrees that, if certification is not obtained and/or services do

not begin by {certain date}, all funding from the Board must be returned.]

As approved by the Board's [REDACTED] Committee, which approval is attached to this MOU as an addendum and is incorporated herein by reference, the Provider agrees that, as consideration for the funds provided by the Board, the use of such funds:

- Will meet a significant need of one or more individuals with developmental disabilities that is currently underserved.
- Will support and increase the inclusion of individuals with developmental disabilities in the community.
- Will enable the Provider to commence or increase business in _____ County, thereby expanding the provider options for individuals with developmental disabilities.
- Will be limited to programs and services for individuals and not the general operating budget of the Provider.
- Will expand the services provided to one or more individuals with developmental disabilities or increase the number of individuals served.
- Specific deliverables to be provided include:
 - {LIST}

The Provider shall provide documentation to the Board's [REDACTED] Committee based on the schedule established by the Board's [REDACTED] Committee to verify that the provider support and recruitment funds are being utilized as approved.

If the Board determines that the Provider is not complying with the responsibilities outlined in this MOU, including failure to provide documentation of grant expenditures, no further application for provider recruitment funds will be accepted in the future and the Provider must re-pay any funding already received from the Board.

By receipt of such funds from the Board, the Provider agrees to indemnify and hold harmless the Board, its employees, and its members against any and all liability, loss, damage, costs or expenses that the Provider, its employees, agents, or anyone else, may sustain, incur or be required to pay due to use or misuse by the Provider of resources allocated under this MOU.

IN WITNESS WHEREOF, the parties have executed multiple counterparts of this MOU, each of which is deemed to be an original, consisting of two (2) pages total, as of the date first set forth above.

County Board of
Developmental Disabilities

[NAME OF PROVIDER]

By: _____
{Name}
Superintendent

By: _____
{Name}
Chief Executive Officer

Date

Date