

**INTERAGENCY AGREEMENT  
BETWEEN  
THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES  
AND  
THE OHIO DEPARTMENT OF HEALTH**

A-1011-07-0130

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**RECITALS**

This Interagency Agreement is entered into by the Ohio Department of Job and Family Services (hereinafter "ODJFS") and the Ohio Department of Health (hereinafter "ODH").

The ODJFS Agreement Manager for purposes of this Agreement only is Donna Bush, Bureau of Eligibility Support and Children's Health, Ohio Health Plans, 50 W Town Street, Columbus, Ohio 43266, 614-752-4445, [Donna.Bush@dfs.ohio.gov](mailto:Donna.Bush@dfs.ohio.gov).

**DEFINITIONS**

A. DEFINITIONS:

- |     |          |   |
|-----|----------|---|
| 1.  | ACIP     | Advisory Committee on Immunization Practices                |
| 2.  | CoCASA   | Comprehensive Clinical Assessment Software Application      |
| 3.  | CDC      | Center for Disease Control                                  |
| 4.  | CMS      | Centers for Medicare and Medicaid Services                  |
| 5.  | DSS      | Decision Support System                                     |
| 6.  | FFP      | Federal Financial Participation                             |
| 7.  | FFS      | Fee for service   |
| 8.  | HEDIS    | Health Employer Data Information Set                        |
| 9.  | Lead PAM | Lead Program Area Module                                    |
| 10. | SIIS     | Statewide Immunization Information System (or IMPACT SIIS)  |
| 11. | MCP      | Managed Care Plan   |
| 12. | MMIS     | Medicaid Management Information System                      |
| 13. | NPI      | National Provider Identifier                                |
| 14. | OHP      | Ohio Health Plans   |
| 15. | STELLAR  | Systematic Tracking of Elevated Lead Levels and Remediation |
| 16. | VFC      | Vaccine For Children  |

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**ARTICLE I. PURPOSE**

This purpose of this Agreement is to develop a statewide automated Immunization registry system under Title XIX for mechanized claims processing and information retrieval systems.

**ARTICLE II. RESPONSIBILITIES OF ODJFS**

ODJFS agrees to:

**A. Project One – Statewide Immunization Information System (SIIS)/ Medicaid Management Information System (MMIS) Interface Agreement**

1. Pursuant to federal regulation, ODJFS is responsible for the administration of the Medicaid program and the collection of Medicaid data in the State of Ohio. ODJFS shall retain final authority for the administrative decisions related to the MMIS data.
2. ODJFS shall cooperate with ODH to plan, implement, monitor, and evaluate the provision of services under this Agreement. Project meetings will occur monthly, or be scheduled as needed in cooperation with ODH.
3. ODJFS shall provide technical support in the development of the interface for Medicaid data to be sent to ODH for the purpose of enhancing the SIIS in accordance with the terms of this Agreement. Data and interface access shall be made available only to members of the ODH staff or designees responsible for managing the SIIS covered under this Agreement. Any additional requests for access to Medicaid data will be directed to ODJFS and decisions about access to Medicaid data for any additional parties outside this Agreement will be at the sole discretion of ODJFS.
4. ODJFS shall provide appropriate and timely administrative and programmatic support to ODH in all work related to the development of the interface. ODJFS will collaborate with ODH on all activities related to the development of the interface and other activities following the completion of interface. These activities would include:
  - a. Ongoing maintenance of the system;
  - b. Joint collaboration regarding decisions around technical support for providers;
  - c. Enhancing the web interface;
  - d. Developing marketing strategies;
  - e. Purchasing needed equipment for registry enhancements;
  - f. Developing reporting mechanisms;
  - g. Training activities;
  - h. Help/Support desk activities;
  - i. Parent/provider reminder notices;
  - j. Efforts to develop and maintain coordination with the Lead Poisoning Prevention Program;
  - k. Other items to be developed within the registry (e.g. lead testing notification tab);

and

- Use of standard project management documentation as agreed upon by the Project team.
5. ODJFS shall collaborate with ODH on and approve detailed Medicaid-specific activities related to all reporting requirements as they relate to the developed interface including system tables for specific report development. Tables development for the reports will include such reports as, but are not limited to, CoCASA and HEDIS reports
6. ODJFS shall collaborate with ODH on the development of Medicaid-MCP-specific activity related to the registry web interface. Activities include, but are not limited to, development of screen layouts, planning and review processes.
7. ODJFS shall collaborate with ODH on identifying needed capacity for SIIS database expansion activities.
8. ODJFS shall collaborate with ODH on establishing a timetable for development and ongoing work on the data interface and other ongoing activities. At least annually, or as often specified in the Advanced Planning Document #DSS-CMSO-AT-00-01 (CMS Referral Number MPC 10/M3), ODJFS shall review the work reports submitted by ODH and shall meet with ODH staff to review the status of Medicaid specific activities and budget as set forth in the joint plan. The update of the Advanced Planning Document #DSS-CMSO-AT-00-01 (CMS Referral Number MPC 10/M3) is hereby designated as Attachment A and the update approval letter is hereby designated as Attachment B. Both attachments are incorporated by reference.
9. ODJFS agrees to continue the use Attachment A and B as the working documents. ODJFS and ODH will work together to prepare further updates to these documents for CMS approval, as needed to include, project timelines and project budget estimates.
10. ODJFS and ODH will work cooperatively to actively discuss and plan other possibilities for Medicaid specific program inclusion into the Immunization Information System. This can include information from the pre-defined ODJFS database on lead testing as well as well-child visits for Medicaid-eligible children.

**B. Project Two: Vaccines for Children (VFC) Agreement:**

1. ODJFS shall provide ODH with Medicaid-eligible demographic information to help ODH meet its obligations under the federal program. Until such time as the SIIS and the MMIS data interface have completed a monthly interactive interface for eligibility and claims information, all information will be provided to ODH by ODJFS upon request.
2. ODJFS will work jointly with ODH to determine the method of transmission of data, which will include the SIIS and MMIS, once completed.
3. ODJFS will work with ODH to decide on the format for transmission of Medicaid-eligible patient and provider specific claims data. Information and formats will be jointly agreed upon with ODH. Data variable can include patient demographics, provider information, and service rendered. The data will be transferred on a monthly basis, upon completion of the SIIS and MMIS interface. Until the interface is completed, all data will be provided on an as requested basis.
4. ODJFS will cooperate with ODH in the promotion of age-appropriate immunizations throughout Ohio. ODJFS will assist ODH in developing a plan of action and providing necessary data to develop reports at least annually regarding implemented and ongoing VFC activities. Reports could include doses distributed, cross referenced claims reports, and VFC provider participation. The action plan items could include plans to increase Medicaid provider participation as well as ideas for Medicaid consumer education, in an effort to encourage participation in VFC program and use of the SIIS.

5. ODJFS agrees to the recommendations as set forth by the CDC ACIP for the VFC program.
6. ODJFS will continue to work with ODH on coordination of coverage for approved VFC vaccines and make needed changes to the Ohio Administrative Code (OAC) Section 5101:3-4-12. Upon effective rule changes and effective dates, ODJFS will distribute a notice to all providers either through the FFS process and/or the Medicaid MCPs.
7. ODJFS shall communicate to ODH any appropriate information and new Ohio Medicaid information regarding vaccines and the VFC program that the Center for Medicare and Medicaid Services (CMS) forwards to ODJFS.
8. ODJFS will work with the ODH VFC program to identify attributes that may be inhibiting Medicaid and Medicaid MCPs and providers from participation in the VFC program. This work will include development of a plan to improve Medicaid provider participation in the VFC program.
9. ODJFS will provide a matched list of Medicaid identified providers based upon activities that occur in ARTICLE IV, Section A, Project Two, Paragraph 18 of this Agreement.
10. ODJFS will cooperate with ODH in developing a plan to incorporate Medicaid MCPs' outreach efforts to increase provider participation in the VFC program.
11. ODJFS will work and collaborate with ODH in identifying tasks and process improvement activities through an agreed upon Project Plan that will include OHP specific work tasks that will enhance the VFC program operations through OHP specific partners.

**C. Project Three – Lead Data Sharing Agreement**

1. Pursuant to federal regulations, ODJFS is responsible for the administration of the Medicaid program and the collection of Medicaid data in the State of Ohio. Furthermore, ODJFS shall retain final authority for the administrative decisions related to the Medicaid matched data and the results of data analysis.
2. ODJFS shall cooperate with ODH to plan, implement, monitor, and evaluate the provision of services under this Agreement.
3. ODJFS shall provide Medicaid matched data to ODH for the purpose of conducting lead-related analysis in accordance with the terms of this Agreement until such time as the MMIS-SHS and the Lead Registry data are interfaced. Data shall be made available only to members of ODH staff or their designees responsible for conducting the lead data analysis covered under this Agreement. ODJFS will cooperate with ODH regarding specific data analysis needs and will review all reports on data analysis conducted by ODH. Any request for access to data will be directed to ODJFS and decisions about release of data to any additional parties outside this Agreement will be at the sole discretion of ODJFS.
4. ODJFS will conduct appropriate and timely work related to the transmission of data to ODH and matching and analysis of Medicaid data pertaining to lead testing and lead poisoning. When the data is received from ODH and when data matching is completed, ODJFS will provide ODH with a matched data file of Medicaid numbers for matched Medicaid-eligible children to complete the STELLAR database until MMIS-SHS data interface occurs.
5. ODJFS will work with ODH regarding system structure changes for transmission of data until ODH converts to a web-based system and has in place ODH-specific data transmission details in accordance with the immunization program area.
6. ODJFS shall review and approve the written ODH proposal for Medicaid-specific activities related to lead testing or poisoning prevention to include, but not be limited to, the provision

- of provider-based data related to well child exams and/or any ODH proposed provider quality work with provider data. ODH's written proposal should be compatible with the ODH Lead Elimination Plan and ODJFS's Lead Testing Strategies.
7. ODJFS shall give provider claims data regarding well-child examinations to ODH on a quarterly basis for the purpose of providing educational material and training to medical providers.
  8. ODJFS shall review at least annually or as needed, in cooperation with ODH, the Regional Resource Center Plan of Action regarding provider information on well-child examinations claims data. The plan should outline the goal, purpose, and methods of collaboration with county Departments of Job and Family Services Healthchek staff and county specific MCPs.
  9. At least annually, or as often as specified in the approved ODH proposal, ODJFS shall review the reports submitted by ODH and shall meet with ODH to review the status of the Medicaid-specific activities as set forth in the approved ODH proposal. This proposal will align with the ODH CDC proposed Lead Elimination Plan.
  10. ODJFS shall cooperate to plan, implement, monitor, and evaluate the provision of services under this Agreement in accordance with Attachment A. Project meetings will occur monthly or as needed.
  11. ODJFS shall provide technical support in the development of the interface to allow for Medicaid data to be sent to ODH for the purpose of enhancing the Lead Data Tracking System in accordance with the terms of this Agreement. Data interface access shall be made available only to members of ODH staff or designees responsible for managing the Lead Data Tracking System covered under this Agreement. Any additional requests for access to Medicaid data will be directed to ODJFS and decisions about access to Medicaid data for any additional parties outside this Agreement will be at the sole discretion of ODJFS.
  12. ODJFS shall collaborate with ODH on establishing a timetable for development work on the interface and for other ongoing activities. At least annually, or as often as specified in the Update Advance Planning Document # DSS-CMSO-AT-00-001 (CMS Referral Number MPC 10/M3), ODJFS shall review the work report(s) submitted by ODH and shall meet with ODH staff to review the status of Medicaid-specific activities as set forth in the joint plan. The Update Advanced Planning Document # DSS-CMSO-AT-00-001 (CMS Referral Number MPC 10/M3) is hereby designated as Attachment A. The Update Advanced Planning Document approval letter is hereby designated as Attachment B. Both attachments are incorporated by reference.
  13. ODJFS will work with ODH in identifying tasks and completion of tasks through an agreed upon Project Plan.

### ARTICLE III. RESPONSIBILITIES OF ODH

ODH agrees to:

#### A. Project One- SIIS/MMIS Interface Agreement

1. ODH will provide staffing for the development of the MMIS-SIIS-Lead data system interface.
2. ODH will work with ODJFS to establish time lines and a Project Plan for the development of the interface, SIIS system developments, ongoing system support items and other items identified by ODH and will require sign off by both agencies on the Project Plan and timelines. ODH will update ODJFS of the Project Plan at the beginning of every month in

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a written report that identifies activities that have been completed. Reporting requirements will follow a pre-established guideline agreed to by both ODJFS and ODH. Both agencies will agree to a plan for development of the interface specifications and a training plan for providers and MCP staff. The training plan and marketing strategies will be developed by ODH and agreed upon and supported by ODJFS and be in coordination with the rollout of the MMIS-SIIS-Lead data interface. All activities will be identified in an agreed upon Project Plan.

3. Prior to the initial undertaking of any Medicaid-specific activities related to the systems developments and ongoing immunization registry support or at the beginning of every state fiscal year thereafter, ODH will identify and submit proposed activities to ODJFS for approval. This proposal shall identify the objective, all Medicaid-specific activities that ODH plans to undertake, time frames, a description of the expectation of ODJFS' involvement or resources and a description of all reports to be compiled based on the results of the established reporting requirements.
4. ODH shall cooperate with ODJFS to plan, implement, monitor, and evaluate the provision of services under this Agreement. Project meetings will occur monthly or as needed and will be arranged by ODH staff.
5. ODH will submit to ODJFS an annual budget for all identified systems support and ongoing activities enumerated in Paragraph 3, above. The budget and back up documentation should include information and recommendations which will be determined and agreed upon by ODJFS and ODH. Accounting and reporting procedures will be in accordance with CMS reporting and financial accounting requirements.
6. At least annually, or as often as specified in the approved ODH proposal (Paragraph 3, above), ODH shall compile a report on the development of the reporting process that will be a part of the SIIS. The reports should provide information on all activities as well as a profile of Medicaid-specific data on provider usage of the SIIS. Examples of reporting might include, but not be limited to, reporting on how many of the VFC providers are using the Immunization Information System. (See Paragraph 13 of this Section A for further VFC requirements.) This report will be developed and sent monthly to ODJFS on all approved activities.
7. ODH will develop a joint work plan between the Immunization and Lead Program for the ongoing development and improvements of the SIIS and Lead data systems. This plan will include a work breakdown structure, time frames, and task expectations. This joint work plan will be shared with ODJFS.
8. ODH will identify a plan for data quality assessments of the SIIS-Lead-MMIS data interface. These assessments can include, but are not limited to, identifying: use of SIIS by Medicaid providers, use of the ODH provider retention plan, and use of the ODH functional assessments of providers in cooperation with the Medicaid MCPs. Other assessments can be added as mutually agreed upon by ODH and ODJFS that will assist ODJFS in the development of policy and quality agenda items for Medicaid and other ODJFS administered health care programs related to immunizations.
9. ODH will be responsible for the following activities and will report the status of these activities to ODJFS on a monthly basis:
  - a. Lead data tracking system interface with SIIS;
  - b. Database expansion;
  - c. Modifying existing voice servers;
  - d. Developing system tables for administrative reports as detailed in Attachments A and B;

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- e. Design work on help desk support;
  - f. Marketing and recruitment activities;
  - g. Local health department training and recruitment activities;
  - h. Data loading and testing plans and events; and
  - i. Use of standard project management documentation as agreed upon by the project team for all components of any of the above items.
10. ODH shall collaborate with ODJFS on establishing a timetable for development and ongoing work on the data interface and other ongoing activities. At least annually, or as often specified in the Advanced Planning Document #DSS-CMSO-AT-00-01 (CMS Referral Number MPC 10/M3), ODH shall submit updated work reports, time lines and budgets and shall meet with ODJFS staff to review the status of Medicaid specific activities and budget as set forth in the joint plan. The update of the Advanced Planning Document #DSS-CMSO-AT-00-01 (CMS Referral Number MPC 10/M3) is hereby designated as Attachment A and the update approval letter is hereby designated as Attachment B. Both attachments are incorporated by reference.
  11. ODJFS and ODH will work cooperatively to discuss and plan other possibilities for Medicaid-specific program inclusion into the Immunization Information System. This can include information for Medicaid eligible children from either ODJFS or ODH pre-defined databases on lead testing and well child visits.
  12. ODH will include in its plans provision for the collection of the NPI.
  13. Until the immunization registry interface is complete, ODH will provide on an as requested basis in a timely fashion member-level data to the MCPs to be used by them for reporting performance measure results.
  14. ODH will work with ODJFS in identifying tasks for all items identified in this agreement and completion of task documentation through an agreed upon Project Plan for all items under this agreement.
  15. ODH agrees to continue the use Attachment A and B as the working documents. ODJFS and ODH will work together to prepare further updates to these documents for CMS approval, as needed to include, project timelines and project budget estimates.
  16. The ODH Agreement Manager for this Project is Kent Ware.

**B. Project Two: Vaccines for Children (VFC) Agreement:**

1. ODH will furnish to Medicaid providers, upon request, vaccines designated as "free" under the federal VFC program. These vaccines are covered in accordance with the OAC Section 5101:3-4-12, provided that funding and vaccines are available through the federal VFC program. In the event of a shortage of vaccine, ODH and ODJFS will work together to communicate a plan of action to providers.
2. ODH will continue to work with ODJFS on coordination of coverage of approved VFC vaccines and forward information about necessary changes to OAC Section 5101:3-4-12.
3. ODH will coordinate and communicate with ODJFS regarding the effective VFC date of a new vaccine, ordering time frames on all vaccines, and shipping arrival dates on all new vaccine codes to be added to the OAC Section 5101:3-4-12.

4. ODH will work with ODJFS to identify specific tasks, timelines, dates, and other needed information on the VFC Project Plan to be developed for this Agreement.
5. ODH will work with ODJFS in all joint process improvement activities regarding VFC related activities prior to a decision being made final by ODH.
6. The ODH VFC program will work with SIIS and the SIIS/MMIS interface in requesting needed Medicaid information to develop VFC specific reports for CDC on activities and tracking information. All report development and Medicaid data usage indicated in this Agreement will be jointly agreed upon by ODJFS and ODH.
7. ODH shall inform ODJFS of all potential VFC vaccine supply shortages as soon as possible and prior to ODH release of this information to the public.
8. The ODH VFC program will comply with the CDC VFC Operations Guide and inform ODJFS of their decisions regarding interpretation of this guide prior to those interpretations being made final by ODH.
9. ODH shall communicate any appropriate standards and vaccine delivery news that CDC forwards to ODH. ODH will also supply ODJFS with notification of a date as to when an order for vaccine in short supply will arrive, if available. The date the vaccine arrives, the percentage of the original ODH requested shipment that was received, the date the vaccine will be sent from the ODH warehouse to providers by the VFC provider, and the individual antigen provided will also be noted. Until such time that the CDC's national distributor begins shipping Ohio's VFC vaccines, the above data collection process will be used. ODH will communicate with ODJFS regarding future data collection processes.
10. In the event of VFC vaccine shortages, ODH will work with ODJFS to develop a plan that is compatible with current ODJFS Medicaid fee-for-service (FFS) reimbursement policies, vaccine supply, and CMS and CDC policies and recommendations. ODH shall cooperate with ODJFS on CMS requirements related to shortages and provision of vaccines to this entitlement program.
11. The ODH VFC program will coordinate with SIIS to inform Medicaid providers of Medicaid-eligible children's immunization history, including the number of immunizations reported, the child's immunization status in comparison to the ACIP standard, date of last vaccine, and any adverse events/experience that are posted on SIIS.
12. ODH will evaluate ways to increase the use of IMPACT SIIS by all VFC providers to utilize the SIIS to track VFC vaccine use compared to anticipated vaccine needs.
13. The ODH VFC program will develop a plan with SIIS to encourage provider participation in either use of SIIS or the VFC program. ODH will identify with ODJFS its plan for inclusion of Medicaid providers in the ODJFS-ODH VFC work plan, and collaborate on specific tasks.
14. The ODH VFC program will identify work that needs to be completed with SIIS for notices to parents. SIIS is responsible for contacting Medicaid-eligible children and their parents to encourage and promote timely immunizations. Such notices will be jointly agreed upon by ODJFS, SIIS, and the VFC program and/or shared by ODH prior to being finalized.
15. ODH will provide ODJFS with information regarding Medicaid provider site specific vaccine distribution data and aggregate immunization data based on VFC warehouse information and/or SIIS at least quarterly. The VFC program will obtain additional information from SIIS, as needed for this data. This report will be by fiscal year and delivered to ODJFS at the end of each fiscal year in a format agreed to by both agencies.
16. Until such time that the SIIS-MMIS data interface is final and will include all VFC providers



who become enrolled in SIIS and utilizing SIIS as a means to document vaccine inventory, the VFC program will identify with ODJFS the design for these data tables. Upon completion of a data interface, this data will include but are not limited to provider specific information on shipped vaccines, ordered vaccines (from provider profile), difference in ordering versus shipped by vaccine and vaccine procedure code. This format will include all Medicaid provider specific information, ODH tracking information on each provider, procedure code (CPT) in accordance with the most current CPT code book and identified in SIIS, volume of original provider request (as stated in the provider profile), shipped amounts, and usage amounts. Until such time that monthly tables will be sent through (see Project One, ARTICLE III, Section A, Paragraph 5), ODJFS will accept quarterly data reports, which are established from the beginning of each fiscal year, and due by the end of each quarter.

17. ODH will cooperate with ODJFS in the development of the SIIS and MMIS data interface that will allow for all Medicaid VFC program requested and agreed upon data to be shared on a monthly basis. Until the interface is developed, all request for information will adhere to what is otherwise specified in this Agreement.
18. ODH will provide ODJFS with a list of providers who have enrolled in the VFC program. This listing will include all demographic information such as name, address, and phone. Additionally the ODH VFC program will provide all provider numbers associated with that provider to be used by ODJFS in determining if a VFC provider is a Medicaid provider in either the FFS or the MCP program. These data will be delivered at the beginning of each state fiscal year and quarterly thereafter. Until such time that all VFC providers are utilizing the SIIS, data will be sent to ODJFS in an Excel spreadsheet. ODH will identify a timeframe for completion of this task in the Project Plan.
19. ODH will cooperate with ODJFS Medicaid MCPs in outreach efforts to increase provider participation in the VFC program.
20. ODH will work with ODJFS and the Medicaid MCPs to identify VFC process improvements, communications and plans for enhanced use of the VFC program by Medicaid providers contracted with each of the Medicaid MCPs.
21. ODH will include NPI numbers in all provider information stored at ODH and delivered to ODJFS. ODH will identify the timeframe in which this can be achieved.
22. ODH will work with ODJFS in identifying tasks and completion of tasks through an agreed upon Project Plan for all items under this Agreement.
23. The ODH Agreement Manager for this Project is David Feltz.

**C. Project Three – Lead Data Sharing Agreement:**

1. Prior to the initial understanding of any Medicaid-specific activities related to lead testing or lead poisoning and at the beginning of every state fiscal year thereafter, ODH or an ODH designee shall submit in writing a detailed proposal of Medicaid specific activities to ODJFS for approval. The proposal shall identify the objective, Medicaid specific activities, and how these activities fit into statewide or targeted geographic/demographic ODH activities. This detailed proposal will include the timeframes for these activities, a description of the expectation of ODJFS involvement, the involvement of other entities, organizations, or resources in the completion of Medicaid-specific activities and a description of the reports to be compiled based on results of the Medicaid claims data. Such plans shall be specific regarding the activities of ODH funded lead poisoning prevention programs and local cooperation with ODJFS Healthcheck coordinators, or applicable ODJFS staff, and Medicaid MCPs. This plan can include, but is not limited to, the ODH Lead Elimination Plan submitted to CDC.

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2. ODH shall cooperate with ODJFS in planning, implementing, monitoring, and evaluating the provision of services under this Agreement.
3. At least annually or as often as specified in the approved ODH proposal, ODH shall compile a report and share it with ODJFS. The report shall include appropriate information and recommendations that will assist ODJFS in the development of policy and the quality agenda for Medicaid and other ODJFS-administered health care programs related to blood lead testing and lead poisoning.
4. ODH shall, at least annually or as needed, submit to ODJFS the Regional Resource Center Plan of Action regarding ODH's use of provider information on well-child examination claims data. The plan shall outline the goal, purpose, and methods of collaboration with the county specific MCPs.
5. ODH shall provide, at least annually, blood lead testing data on all children whose data is contained within the ODH STELLAR or the new ODH Lead PAM database to ODJFS. After the data matching occurs and ODH receives the matched data file, ODH shall provide to ODJFS all lead testing and lead level data results on Medicaid-eligible children. Upon implementation of a real-time web-based lead surveillance system (ODH Lead PAM) and completion of an ODJFS lead surveillance system interface with the ODH immunization registry (SIIS), ODH shall then provide blood lead testing data on matched Medicaid-eligible children on a monthly basis.
6. ODH will work with ODJFS prior to the completion of the MMIS-SIIS-Lead data interface to develop a plan for use of the data and reports. Any use of Medicaid data will be prior-approved by ODJFS.
7. The ODH Lead Program will work with the ODH Immunization Program on any and all data interface work and share, at a minimum on a monthly basis, any Project Plan activities related to development of the new lead data system interface. All reports and plans will be shared with ODJFS.
8. ODH will work with ODJFS in the development of the new web-based lead data tracking system. Specific components of the new system should include the child's social security number (for data matching purposes), placeholder for an NPI number, and any other components that ODH and ODJFS deem necessary.
9. ODH will be responsible for reporting the status of the following activities to ODJFS on a monthly basis:
  - a. Development of the lead data tracking system;
  - b. Interface with SIIS;
  - c. Data loading and testing plans and events; and
  - d. Project management documentation and other planning and documentation activities.
10. ODH will work with ODJFS in identifying tasks and completion of tasks through an agreed upon Project Plan for all items under this Agreement.
11. The ODH Agreement Manager for this Project is Becky Johnson-Rescola.

#### ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

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- A. This Agreement is in effect from July 1, 2009, through June 30, 2011, unless this Agreement is suspended or terminated pursuant to the provisions of this Agreement prior to the termination date.
- B. Termination
1. This Agreement may be terminated at the convenience of either party without cause upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the persons signing this Agreement.
  2. This Agreement may be terminated immediately in the event there is a loss of funding, disapproval by a federal administrative agency, or upon discovery of non-compliance with any federal or state law, rule, or regulation. In the event of termination pursuant to this Section, a notice specifying the reason for termination shall be sent as soon as possible after the termination to the non-terminating party.
  3. Notwithstanding Paragraph 1 above, this Agreement may not be terminated at the convenience of either party if the performance under this Agreement is compelled by state or federal statute or executive order.

#### ARTICLE V. AMOUNT OF AWARD/AMOUNT OF SUBGRANT

- A. ODJFS agrees to reimburse up to Three Million, Five Hundred Twenty-Three Thousand Seven and 00/100 Dollars (\$3,523,007.00) in State Fiscal Year ("SFY") 2010 and One Million, Seven Thousand, Four Hundred Six and 40/100 Dollars (\$1,007,406.40) in SFY 2011. It is expressly understood by ODJFS and ODH that the terms of this Agreement do not allow total compensation in excess of Four Million, Five Hundred Thirty Thousand, Four Hundred Thirteen and 40/100 Dollars (\$4,530,413.40) for the period set forth in ARTICLE IV.
- All obligations under this Agreement are subject to the requirements of ORC 126.07.
- B. ODH shall prepare proper Invoices and Intra-State Transfer Vouchers (hereinafter "ISTVs") for reimbursement on a monthly basis for actual allowable expenditures incurred and paid pursuant to responsibilities outlined in ARTICLE III. The parties agree that no further reimbursement will be sought hereunder.
- C. Subject to the provisions of ORC 126.07 and 131.33, which shall at all times govern this Agreement, ODJFS represents: (1) that it has adequate funds to meet its obligations under this Agreement; (2) that it intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and (3) that it will use its best effort to obtain the appropriation of any necessary funds during the term of this Agreement. However, it is understood by ODH that availability of funds is contingent on appropriations made by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding ODJFS for the payments due hereunder, this Agreement is terminated as of the date funding expires without further obligation of the State of Ohio.
- D. It is further understood by ODH that compensation under this Agreement may be based in whole or in part upon funding sources external to the State of Ohio (e.g., federal funding). Should the external source of the funding be terminated or reduced for reasons beyond the control of ODJFS or the State of Ohio, this Agreement shall terminate as of the date the funding expires without further obligation of the State of Ohio.

#### ARTICLE VI. GENERAL PROVISIONS

- A. 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.
- B. Amendments. This Agreement may be modified or amended provided that any such modification or amendment is in writing and is signed by the directors of the parties. 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 written amendments.

- C. Partial Invalidity This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible. Should the removal of such an unenforceable provision render the intended performance under this Agreement difficult or nonsensical, but not impossible, the parties shall negotiate, in good faith, replacement provision(s) in keeping with the objectives of this Agreement and the budgetary and statutory constraints of the parties.
- D. Audit Exceptions
1. ODJFS 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 or ODJFS funding of the Agreement. ODJFS shall promptly notify ODH of any adverse findings which allegedly are the fault of ODH. Upon receipt of notification by ODJFS, ODH shall fully cooperate with ODJFS and timely prepare and send to ODJFS its written response to the audit exception(s).
  2. ODH shall be liable for any audit exception(s) that result(s) solely from its acts or omissions in the performance of this Agreement. ODJFS 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 ODJFS and ODH, 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.
- E. Liability Requirements (other than audit). To the extent allowable by law, ODH agrees to be responsible for any liability, suits, losses, judgments, damages, or other demands brought as a result of its actions or omissions in the performance of this Agreement. ODJFS agrees to be responsible for any liability, suits, losses, judgments, damages or other demands brought as a result of its actions or omissions in performance of this Agreement.
- F. Resolution of Disputes. The parties agree that the directors of ODJFS and ODH 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.
- G. Breach and Default. Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default does not constitute waiver of subsequent occurrences, and the parties retain the right to exercise all remedies mentioned herein.
- H. Confidentiality of Information
1. The parties agree that they shall not use any information, systems, or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties specifically agree to be bound by the same standards of confidentiality that apply to the employees of both ODJFS and ODH and the State of Ohio. The terms of this Section shall be included in any subcontracts executed by either party for work under this Agreement. The parties specifically agree to comply with state and federal confidentiality laws and regulations applicable to the programs under which this Agreement is funded. The parties are responsible for obtaining copies of all applicable rules governing confidentiality and for assuring compliance with the rules by

employees and contractors of both ODJFS and ODH. The parties agree to current and ongoing compliance with 42 USC Sections 1320d through 1320d-8 and the implementing regulations found at 45 CFR 164.502 (e) and 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

2. The parties agree and acknowledge that the information provided by one or both parties may be considered confidential or proprietary under the laws of the State of Ohio or under federal law. If either party to this Agreement, as public entities, receives a public records request for information related to this document, the party receiving the request (Party "A") will promptly notify the other agency (Party "B") of the request. If Party "B" believes there is information that is confidential or proprietary and should not be released, Party "A" will provide a reasonable period of time for Party "B" to seek to have the confidential or proprietary information withheld from the document prior to releasing the information.

- I. Records Retention. All records relating to costs, work performed, and supporting documentation for invoices submitted to ODJFS by ODH along with copies of all materials produced under or pertaining to this Agreement shall be retained and made available by ODH for audit by the State of Ohio (including, but not limited to, ODJFS, the Auditor of the State of Ohio, the Inspector General, or any duly authorized law enforcement officials) and agencies of the United States Government for a minimum of three (3) years after final payment under this Agreement. If an audit is initiated during this time period, ODH shall retain such records until the audit is concluded and all issues resolved or three (3) years after final payment, whichever is longer. If applicable, ODH must meet the requirements of federal OMB Circulars A-87, A-110, A-122, or A-133.

- J. Ethics. ODH certifies that by executing this Subgrant Agreement, it has reviewed, knows, and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2007-01S pertaining to ethics. ODH further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.

- K. Fair Labor Standards and Employment Practices.

- a. ODH certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
- b. In carrying out this Agreement, ODH will not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status. ODH will ensure that all applicants are hired, and all employees are considered for promotion, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training—including apprenticeship— or any other employment-related opportunities, without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status.
- c. ODH agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
- d. ODH will incorporate the foregoing requirements of this Section in all of its subgrants or subcontracts for any of the work prescribed herein.

- L. MBE/EDGE. Pursuant to the Governor's Executive Order 2008—13S, ODH agrees to purchase goods and services under this Agreement from certified Minority Business Enterprise ("MBE") and Encouraging Diversity, Growth, and Equity ("EDGE") vendors whenever possible. ODH agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors.

- M. Certification of Compliance. ODH certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

#### ARTICLE VII. BUSINESS ASSOCIATE REQUIREMENTS UNDER HIPAA

- A. Definitions. The definitions contained in this Section are derived from federal law. Should there be any conflict between the meanings assigned in this Agreement and the meanings defined in applicable federal law (even in the event of future amendments to law that create such conflict), the definitions found in federal law shall prevail.
1. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996.
  2. "Covered Entity" means a health plan, a health care clearinghouse, or health care provider. 45 CFR 160.103.
  3. "Business Associate" means a person or entity that, on behalf of the Covered Entity, performs or assists in the performance of a function or activity that involves the use or disclosure of "Protected Health Information." 45 CFR 160.103.
  4. "Protected Health Information" (hereinafter "PHI") means information received from or on behalf of a Covered Entity that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 CFR 164.501 and any amendments thereto. 45 CFR 164.501.
- B. ODH acknowledges that ODJFS through its Office of Ohio Health Plans is a Covered Entity under HIPAA. ODH further acknowledges that ODH is a Business Associate of ODJFS, and, in carrying out the work described in this Agreement, the ODH agrees to comply with all of the following provisions:
1. Permitted Uses and Disclosures. The ODH shall not use or disclose PHI except as provided in this Agreement or as otherwise required under HIPAA regulations or other applicable law.
  2. Safeguards. ODH shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the ODJFS against use or disclosure not provided for by this Agreement.
  3. Reporting of Disclosures. The ODH shall promptly report to ODJFS any knowledge of uses or disclosures of PHI that are not in accordance with this Agreement or applicable law. In addition, the ODH shall mitigate any adverse effects of such a breach of confidentiality to the greatest extent possible.
  4. Agents and Sub Contractors. ODH shall ensure that all its agents and sub contractors that receive PHI from or on behalf of the ODH and/or ODJFS agree to the same restrictions and conditions that apply to ODH with respect to the use or disclosure of PHI.
  5. Accessibility of Information. The ODH shall make available to ODJFS such information as ODJFS may require to fulfill its obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA and regulations promulgated by the United States Department of Health and Human Services, including, but not limited to, 45 CFR 164.524 and 164.528 and any amendments thereto.
  6. Amendment of Information. The ODH shall make PHI available to ODJFS so that ODJFS may fulfill its obligations pursuant to HIPAA to amend the information. As directed by ODJFS, ODH shall also incorporate any amendments into the information held by the ODH and shall ensure incorporation of any such amendments into information held by ODH's agents or subcontractors.
  7. Disclosure. The ODH shall make available to ODJFS and to the Secretary of the U.S. Department of Health and Human Services any and all internal practices, documentation, books, and records related to the use and disclosure of PHI received from ODJFS, or created or received by the ODH on behalf of ODJFS. Such access is for the purpose of determining ODJFS's compliance with HIPAA, regulations promulgated by the United States Department of Health and Human Services, and any amendment thereto.

8. Material Breach. In the event of material breach of ODH obligations under this ARTICLE, ODJFS may immediately terminate this Agreement as set forth in ARTICLE V, Section B. Termination of this Agreement shall not affect any provision of this Agreement which, by its wording or its nature, is intended to remain effective and to continue to operate after termination.
9. Return or Destruction of Information. Upon termination of this Agreement and at the request of ODJFS, the ODH shall return to ODJFS or destroy all PHI in ODH's possession stemming from this Agreement, and shall not keep copies of the PHI except as requested by ODJFS or required by law. If the ODH, its agent(s), or subcontractor(s) destroy any PHI, then the ODH will provide to ODJFS documentation evidencing such destruction. Any PHI retained by the ODH shall continue to be extended the same protections set forth in this Section and HIPAA regulations for as long as it is maintained.

SIGNATURE PAGE FOLLOWS  
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TN No. 09-019

DEC 28 2009

Supersedes TN No. 99-008 Approval Date \_\_\_\_\_ Effective Date 07/01/2009

**INTERAGENCY AGREEMENT  
BETWEEN  
THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES  
AND  
THE OHIO DEPARTMENT OF HEALTH**

A-1011-07-0130

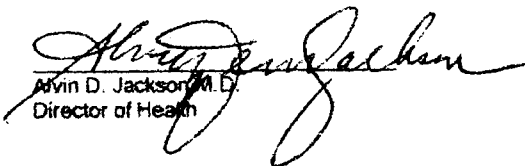
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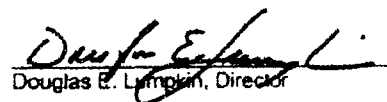
IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

APPROVED BY:

Ohio Department of Health

Ohio Department of Job and Family Services

  
Alvin D. Jackson, M.D.  
Director of Health

  
Douglas E. Lumpkin, Director

246 North High Street  
Columbus, Ohio 43215

30 East Broad Street, 32nd Floor  
Columbus, Ohio 43215-3414

7-27-2009  
Date

8/18/09  
Date

TN No. 09-019

Supersedes TN No. 99-008 Approval Date DEC 28 2009 Effective Date 07/01/2009