

**MEMORANDUM OF UNDERSTANDING
BETWEEN
OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
AND
OHIO HEAD START ASSOCIATION, INC.**

U-1011-07-0202

ARTICLE I. PURPOSE

This Memorandum of Understanding (MOU) is entered into by the Ohio Department of Job and Family Services (hereinafter "ODJFS") and the Ohio Head Start Association, Inc. (hereinafter "OHSAI") for the purpose of providing OHSAI with ODJFS data for coordinating the statewide model between Ohio's Medicaid program and OHSAI. The intent is to present combined program objectives; to specify individual and joint responsibilities of the two agencies relating to the Head Start and Medicaid programs; and to develop a format for advising eligible Head Start participants about Medicaid Health Plans and Healthchek services.

ODJFS is the agency responsible for administering the State's health coverage programs under Title XIX and Title XXI of the Social Security Act, which include Healthchek services. The 88 County Departments of Job and Family Services are responsible for the local administrative management of the Medicaid program. In counties with Medicaid managed care delivery systems, the managed care plans are responsible for helping their members access medical services.

The Head Start programs serving children throughout the State of Ohio are mandated to meet the following Head Start health services objectives: 1) Provide a comprehensive health services program for children birth through compulsory school age and assist children and their families with physical, emotional, cognitive and social development; 2) Promote preventive health services and early intervention; and 3) Educate families about the benefits of Healthchek, link them to an ongoing healthcare system or medical and dental home, and encourage children and their families to continue to seek comprehensive health care after leaving Head Start.

Many children in Head Start are eligible for the Medicaid benefit package, including Healthchek and other medically necessary health care services. Medicaid services can be accessed through Medicaid managed care plans (MCPs) or from providers in fee-for-service delivery systems if the consumer is not a member of a MCP. Through the coordination and planning facilitated by this MOU, it is possible to increase the number of these children who participate in the Medicaid program.

The chief objectives of this MOU are to: 1) provide promotion of quality health care services for children; 2) efficiently use federal, state and local funds for health services; 3) eliminate duplication of services; and 4) maximize health coverage and improve access to health services.

ARTICLE II. DEFINITIONS

- A. Healthchek is Ohio's Early, Periodic, Screening, Diagnosis, and Treatment program (EPSDT). Healthchek is a federally mandated well-child health care program which offers every Medicaid consumer less than 21 years of age medically-necessary comprehensive health services. These services are a package of services which help lead to the prevention, early detection, diagnosis, and treatment of diseases and/or conditions.
- B. Healthy Start is a Medicaid expansion program to cover children up to age 19 and pregnant women, based on eligibility guidelines established by the federal government. Funding is from both Title XIX and XXI.
- C. County Departments of Job and Family Services (CDJFS) are the agencies responsible for the day-to-day implementation of state and federal financial and medical assistance, such as Ohio Works First (OWF), Medicaid, Expedited Medicaid, Healthy Start, and Disability Assistance (DA), as well as social services, work programs, food stamps, and services for elderly.
- D. Combined Program Application (CPA), the JFS Form 7216, is an abbreviated application form used by pregnant women and children to apply for Healthy Start or Expedited Medicaid, Special Supplemental

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Nutrition program for Women, Infant and Children (WIC), Child and Family Health Services projects (CFHS), and Children with Medical Handicaps program (CMH). It is available at the CDJFS, WIC, CFHS, and CMH agencies, at certain other community locations, and upon request through the Ohio Consumer Hotline.

- E. A Managed Care Plan (MCP) is a health insuring corporation (formerly Health Maintenance Organization or HMO) licensed in the State of Ohio, including alternative licensing arrangements for managed care entities.
- F. A Healthchek Coordinator is a staff person or primary liaison within a unit in the CDJFS who is responsible for the operation of the Healthchek program.
- G. Compulsory School Age is considered when a child reaches six (6) by the cut off date established in each school district.
- H. The Ohio Benefit Bank is the Ohio Eligibility Gateway. This web-based application will allow Benefit Bank clients to submit applications requesting cash, food stamp and medical assistance, apply for Healthy Start – Healthy Family programs, and request assistance for help with Medicare expenses. The gateway improves the existing paper based process by allowing the public to have the forms filled out electronically based on the information they give to the Benefit Bank and then transmitted to the state – reducing data entry and occurrence of errors.
- I. IDEA, the Individual with Disabilities Education Act, is our nation's special education law. The IDEA guides how states, school districts, and public agencies provide early intervention, special education and related services to more than 6.5 million eligible infants, toddlers, children and youth with disabilities.

ARTICLE III. RESPONSIBILITIES OF ODJFS

- A. ODJFS will ensure that each CDJFS:
 - 1. Identifies and informs Medicaid eligible families (including age-eligible parents/guardians and siblings) who are in Head Start and who are also eligible for Healthchek services, about the availability of such services.
 - 2. Provides families with Head Start children who may be eligible for Medicaid with Healthchek brochures which explain the Healthchek services and how they may be obtained.
 - 3. Encourages families who are eligible for Head Start to schedule appointments for the Healthchek comprehensive exam and to reschedule any missed appointments. The CDJFS will act as an advocate for families by assisting to schedule appointments for recommended diagnosis and treatment, either in coordination with the Healthchek coordinator at the CDJFS or the primary care provider in the Medicaid managed care plan.
 - 4. Ensures that Head Start staff receive current information on available Medicaid providers of Healthchek screening services. A list of fee-for-service providers will be available from the CDJFS. In counties with Medicaid Managed Care Plans, the names of MCPs and their panels of providers will be available by contacting the Consumer Hotline (1-800-324-8880). ODJFS will also ensure that the CDJFS facilitates and coordinates services for Medicaid-eligible Head Start children in fee-for-service delivery systems. ODJFS will provide updated and relevant Managed Care Plan information as needed and/or when Plan information changes by referring OHSAI to the Managed Care Website.
 - 5. Actively coordinates outreach, education and program promotion, in cooperation with OHSAI, in order to increase community awareness of and participation in both programs. ODJFS will also ensure that the CDJFS exchanges program literature about Healthchek, Healthy Start and Head Start to assist in outreach efforts.
 - 6. Distributes Head Start brochures and other promotional materials provided by Head Start to Medicaid-eligible families with age-appropriate children.

7. Coordinates periodic meetings with OHSAl to review procedures for informing families about Medicaid coverage and Head Start enrollment and the application process.
- B. ODJFS will assign a staff person to serve as the liaison for all matters concerning this MOU and any interagency coordination with the parties to this MOU. The ODJFS staff person will act as the primary contact between the CDJFS and OHSAl and include appropriate ODJFS staff to encourage regular communication and coordination between local level staff from Head Start and the CDJFS. ODJFS will also ensure that the CDJFS, in cooperation with OHSAl, identifies the most effective and successful means of communication and program coordination that is being utilized within its respective community and makes such best practices information available to ODJFS (and/or other appropriate cooperating organizations/entities as agreed to by ODJFS and OHSAl), so that other areas may benefit from their experiences.
- C. ODJFS staff will notify the Head Start liaison of all pertinent statewide or district meetings concerning Medicaid coverage and services, including Healthchek, which may be relevant to Head Start health coordinators.
- D. ODJFS will share and exchange information such as program literature and promotional materials locally and statewide, including training sessions to learn about OHSAl programs. In counties with Medicaid Managed Care Plans, information regarding each of the MCPs and their services will be included in the training sessions. Technical assistance and consultation will be available from ODJFS staff upon request.
- E. ODJFS will encourage regular communication and coordination between local level staff from Head Start and the CDJFS. ODJFS will identify a staff member to act as the primary contact between the ODJFS and OHSAl. ODJFS, in cooperation with OHSAl, will identify the most effective and successful means of communication and program coordination that is being utilized within their respective organizations, and make such best practices information available to appropriate cooperating organizations/entities as agreed to by ODJFS and OHSAl, so that others may benefit from their experiences.
- F. ODJFS will assist CDJFS staff in coordinating with MCPs in counties with Medicaid Managed Care Plans to facilitate discussions with Head Start staff concerning medical service provisions.
- G. ODJFS will work with OHSAl in creating and updating a regular communications plan that will identify specific tasks to assist in achieving all stated deliverables. This will provide documentation of effort and tracking for reference.
- H. ODJFS will work with OHSAl in developing and creating a secure mechanism in transferring of data that is for the operations of the ODJFS and OHSAl programs relating to the Ohio Healthchek Program.

ARTICLE IV. RESPONSIBILITIES OF OHSAl

- A. OHSAl will assign a staff person to serve as the liaison for all matters concerning this MOU and any interagency coordination with the parties to this MOU.
- B. The Head Start contact person will notify the ODJFS liaison of all area and statewide meetings which may be relevant to their staff. Staff from each agency will be invited to attend all meetings to provide on-going educational opportunities for both entities.
- C. OHSAl will share and exchange information such as program literature and promotional materials locally and statewide, including training sessions to learn about ODJFS programs and the Ohio Benefit Bank.
- D. OHSAl will identify a staff member to act as the primary contact between CDJFS offices and OHSAl to encourage regular communication and coordination between local level staff from Head Start and each CDJFS. OHSAl, in cooperation with the CDJFS, will identify the most effective and successful means of communication and program coordination that is being utilized within each respective community and make such best practices information available to ODJFS (and/or other appropriate cooperating organizations/entities as agreed to by ODJFS and OHSAl), so that other areas may benefit from their experiences.

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- E. OHSAI, with each CDJFS, will actively coordinate outreach, education and program promotion in order to increase community awareness of and participation in both programs. OHSAI will exchange program literature about Healthchek, Healthy Start and Head Start to assist in outreach efforts.
- F. OHSAI will provide each new Head Start enrollee with a brochure, application and other promotional materials provided by ODJFS on Medicaid.
- G. OHSAI staff will inform the parent or guardian of a Head Start child that the child must receive a well-child exam from a physician as a requirement for participation in the Head Start program. This well-child exam (also known as a "Healthchek Exam") must meet the requirements for the well-child care schedule utilized by the EPSDT program of the state Medicaid agency. Head Start staff will inform the parent or guardian to request a Healthchek Exam from the family physician.
- H. OHSAI staff will inform the parent or guardian of a Head Start child to ask the family physician, at the time of the Healthchek Exam, to:
1. Perform a blood lead screening test if one was not done for the child at 12 and 24 months of age;
 2. Perform a developmental screening and, as part of that screening, to screen for social development; and
 3. Validate that all immunizations are up-to-date and on schedule.
- I. OHSAI, with the CDJFS, will coordinate periodic meetings to review procedures for informing families about Medicaid coverage, Head Start enrollment, and the application process.
- J. OHSAI will provide a formal forum at a statewide OHSAI regular meeting, at least annually, for ODJFS to present information to and/or discuss programs and procedures with Head Start staff.
- K. OHSAI will work with ODJFS Children's Health Unit in creating and updating a regular communications plan that will identify specific tasks to assist in achieving all stated deliverables. This will provide documentation of effort and tracking for reference.
- L. OHSAI will work with ODJFS in developing and creating a mechanism in transferring of data for the operations of the ODJFS and OHSAI programs to the Ohio Healthchek Program.

ARTICLE V. COMPENSATION

- A. ODJFS and OHSAI agree that no reimbursement will be sought under the terms of this MOU.

ARTICLE VI. TIME OF PERFORMANCE AND TERMINATION

- A. Effective Dates. This MOU will become effective July 1, 2009, and will remain in effect until June 30, 2011, subject to the cancellation provisions contained in this MOU.
- B. Termination by Notice.
1. This MOU may be terminated by either party 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 MOU.
 2. This MOU 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, 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 Paragraph 1, above.

3. Notwithstanding Paragraph 1, above, this MOU may not be terminated at the convenience of either party if the performance under this MOU is compelled by state or federal statute or executive order.

ARTICLE VII. GENERAL PROVISIONS

- A. Breach or Default. Upon breach or default of any of the provisions, obligations, or duties embodied in this MOU, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation, except arbitration. 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.
- B. Amendments. This MOU may be modified or amended, provided that any such modification or amendment is in writing and is signed by the parties to this MOU. It is agreed, however, that any amendments to laws, rules, or regulations cited herein will result in the correlative modification of this MOU, without the necessity for executing written amendments.
- C. Equal Employment Opportunity.
1. In carrying out this MOU, the parties shall 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. The parties shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
 2. The parties agree to post in conspicuous places, available to employees and applicants for employment, notices stating that the agencies comply with all applicable federal and state non-discrimination laws. The agencies shall, in all solicitations or advertisements for employees, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, gender, national origin, ancestry, sexual orientation, veteran status, disability or age. The parties agree that the foregoing requirements of this paragraph shall be incorporated in all of its Agreements for any of the work prescribed herein.
- D. Confidentiality of Information. 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 parties and the State of Ohio. The terms of this section shall be included in any subcontracts executed by either party for work under this MOU. The parties specifically agree to comply with state and federal confidentiality laws and regulations applicable to the programs under which this MOU 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 agents and/or subcontractors of both ODJFS and OHSAI. The parties agree to current and ongoing compliance with 42 USC 1320d through 1320d-8 and the implementing regulations found at 45 CFR Section 164.502 (e) and Section 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 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 MOU, 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 party (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 document.
- E. 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 which are applicable to the performance of this MOU.

- F. Americans with Disabilities Act. The parties hereby certify current and ongoing compliance with the statutes and regulations pertaining to the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
- G. Partial Invalidation. This MOU shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this MOU be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this MOU is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the MOU impossible. Should the removal of such an unenforceable provision render the intended performance under this MOU difficult or nonsensical, but not impossible, the parties shall negotiate in good faith replacement provision(s) in keeping with the objectives of the MOU and the budgetary and statutory constraints of the parties.
- H. Records Retention. All records relating to this MOU shall be retained and made available by OHSAI for examination by the State of Ohio (including, but not limited to ODJFS, the Auditor of State of Ohio, Inspector General or any other duly authorized law enforcement officials) and agencies of the United States government for a minimum of three (3) years after termination of this MOU. If an issue is raised during this time period, OHSAI shall retain such records until the audit is concluded and all issues resolved.
- I. Liability Requirements. To the extent allowable by law, agency agrees to hold the other agency harmless from liability, suits, losses, judgments, damages or other demands brought as a result of its actions or omissions in performance of this MOU. However in the event that an agency is subject to liability, suits, losses, judgments, damages or other demands which are due to the acts or omissions of the other agency, the other agency will not be held harmless.
- J. Child Support Enforcement. OHSAI agrees to cooperate with any Ohio Child Support Enforcement Agency (CSEA) in ensuring employees of OHSAI meet child support obligations established under state law. Further, by executing this MOU, OHSAI certify present and continued compliance with any court or administrative order for the withholding of support which is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123, and 3125.
- K. Drug-Free Workplace. By executing this MOU, the parties certify and affirm that, as applicable to the parties, any employee, (including all field staff) associated with the project agree to comply with all applicable state and federal laws including, but not limited to, 29 CFR Part 98 and 45 CFR Part 76 regarding a drug-free workplace. The parties shall make a good faith effort to ensure that all employees will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- L. Public Assistance Work Program Participants. By executing this MOU, OHSAI agrees to cooperate with ODJFS and each County Department of Job and Family Services as required by law in providing employment and other work opportunities for recipients of assistance under any work program operated by ODJFS.
- M. Entirety of MOU. All terms and conditions of this MOU are embodied herein. No other terms and conditions will be considered a part of this MOU unless expressly agreed upon in writing and signed by both parties.

ARTICLE VIII. BUSINESS ASSOCIATE REQUIREMENTS UNDER HIPAA

- A. The definitions contained in this section are derived from federal law. Should there be any conflict between the meanings assigned in this MOU 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 a 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. OHSAI acknowledges that ODJFS through its Office of Ohio Health Plans is a Covered Entity under HIPAA. OHSAI further acknowledges that OHSAI is a Business Associate of ODJFS, and, in carrying out the work described in this MOU, OHSAI agrees to comply with all of the following provisions:
1. Permitted Uses and Disclosures. OHSAI shall not use or disclose PHI except as provided in this MOU or as otherwise required under HIPAA regulations or other applicable law.
 2. Safeguards. OHSAI shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the ODJFS against use or disclosure not provided for by this MOU.
 3. Reporting of Disclosures. OHSAI shall promptly report to ODJFS any knowledge of uses or disclosures of PHI that are not in accordance with this MOU or applicable law. In addition, OHSAI shall mitigate any adverse effects of such a breach of confidentiality to the greatest extent possible.
 4. Agents and Subcontractors. OHSAI shall ensure that all its agents and subcontractors that receive PHI from or on behalf of OHSAI and/or ODJFS agree to the same restrictions and conditions that apply to OHSAI with respect to the use or disclosure of PHI.
 5. Accessibility of Information. OHSAI 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. OHSAI shall make PHI available to ODJFS so that ODJFS may fulfill its obligations pursuant to HIPAA to amend the information. As directed by ODJFS, OHSAI shall also incorporate any amendments into the information held by OHSAI and shall ensure incorporation of any such amendments into information held by agents or subcontractors of OHSAI.
 7. Disclosure. OHSAI 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 OHSAI on behalf of ODJFS. Such access is for the purpose of determining the compliance of ODJFS 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 OHSAI obligations under this ARTICLE, ODJFS may immediately terminate this MOU as set forth in ARTICLE V, Section B. Termination of this MOU shall not affect any provision of this MOU 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 MOU and at the request of ODJFS, OHSAI shall return to ODJFS or destroy all PHI in the possession of OHSAI stemming from this MOU, and shall not keep copies of the PHI except as requested by ODJFS or required by law. If OHSAI, its agent(s), or subcontractor(s) destroy any PHI, then the entity will provide to ODJFS documentation evidencing such destruction. Any PHI retained by OHSAI shall continue to be extended the same protections set forth in this Section and HIPAA regulations for as long as it is maintained.

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SIGNATURE PAGE

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

APPROVED BY:

Ohio Head Start Association, Inc.

Ohio Department of Job and Family Services

Barbara Walton
Signature (Blue Ink Please)

Douglas E. Lumpkin
Douglas E. Lumpkin, Director

8-12-09
Date

8/26/09
Date

34-1221503

Social Security or Federal I.D. Number

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