INTERAGENCY AGREEMENT
BETWEEN
THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
AND
THE OHIO DEPARTMENT OF HEALTH
A-04-07-0443

I. PURPOSE

This Agreement is entered into by the Ohio Department of Job and Family Services (hereinafter "ODJFS") and the Ohio Department of Health (hereinafter "ODH") for the purpose of coordinating health services and conducting outreach, program eligibility and payment for services for Ohio mothers and children, as defined and specified in 42 USC (United States Code) section 701, et. seq., and 7 CFR (Code of Federal Regulations) Part 246

A. This Agreement is entered into in order to implement the provisions of the following: Under section 3701.027 of the Ohio Revised Code (ORC), ODH is the designated state agency for implementation of the Title V-Maternal and Child Health Services Block Grant, 42 USC section 701 et. seq., as amended, and has established the Division of Family and Community Health Services (DFCHS) for this purpose and for the purpose of ensuring the provision of maternal and child health programs at the state and local level.

Under 42 USC section 705(a)(5)(F), ODH must execute interagency coordination agreements with other state-level agencies involved in the state’s maternal and child health program.

Under 42 USC section 1396a(a)(5) and section 5111.01 of the ORC, ODJFS is the designated state agency for implementation of Title XIX Medicaid Program and Title XXI and must execute an Interagency Agreement with the state Title V agency as required by 42 USC Section 1396a(a)(11).

Under section 5111.02 of the ORC, ODJFS has statutory authority to provide reimbursement to approved service providers for the health care expenses of eligible women and children in accord with requirements of the federal Title XIX Medicaid Program and Title XXI.

Under section 3701.132 of the ORC, ODH is the designated state agency for implementation of the Special Supplemental Nutrition Program for Women, Infants and Children (hereinafter referred to as the WIC Program) enacted by the amendments to the Child Nutrition Act of 1965, 42 USC 1786 et seq., as amended.

Under 7 CFR section 246.4(a)(8), ODH desires to execute interagency coordination agreements for the purpose of coordinating WIC program operations with other state-level agencies involved in the state’s health and human services programs.

Under 7 CFR section 246.26(d)(2), the WIC program is required to execute written agreements with other public organizations which administer health and human services programs that serve persons categorically eligible for the WIC program.

B. The implementation of this Agreement shall be guided by the following objectives:

1. To support the accomplishment of the objectives of the State Maternal and Child Health Services Block Grant, the Early Childhood Comprehensive Services (ECCS) Plan, and the Healthy Child Care Ohio grant program.

2. To clarify issues, define problems and propose alternatives related to promoting a statewide system of coordinated health services to eligible women and children.

3. To increase public awareness of the need for health care coverage and services for women and children.

4. To conduct outreach to ensure that eligible women and children receive access to health care coverage and receive needed health services and to ensure that ODH and ODJFS serve their common population.
5. To make available health services statewide that meet the requirements of the Title V - Maternal and Child Health Services Block Grant, WIC, IDEA Part C Early Intervention, and the Title XIX Medicaid programs.

6. To coordinate the exchange of information and referral between the local Child and Family Health Services (CFHS), WIC, Help Me Grow (HMG) programs, Offices of Primary Care and Rural Health, and the Ohio Medicaid programs for the purposes of outreach, eligibility determination, and verification of outcome of referral.

7. To maximize the efficient use of federal and state funds for the provision of health services to women and children.

8. To participate actively in the planning and implementation of services for women of reproductive health age, pregnant, postpartum, and breastfeeding women, infants and children, including children with special health care needs (CSHCN).

9. To share the goal of interdepartmental cooperation in coordinating and implementing interagency systems for serving pregnant, postpartum, and breastfeeding women, infants and children, including CSHCN.

10. To improve, expand and maximize the efficiency and effectiveness of existing resources and services for pregnant, postpartum and breastfeeding women, infants, and children. Each party intends to continue its present services while moving toward a more integrated service delivery system. The respective philosophies of the parties mutually will build and support an interagency, cooperative system which provides a continuum of services for pregnant, postpartum, and breastfeeding women, infants, and children, including CSHCN.

11. To clarify issues, define problems and propose alternatives related to promoting a statewide system of coordinated health services to eligible pregnant, postpartum, and breastfeeding women, infants, and children, including CSHCN.

12. To increase public awareness of the need for health care coverage, developmental screenings to include vision, hearing and lead poisoning, nutritional assessment and education, and food supplementation to the nutritionally at-risk pregnant, postpartum, and breastfeeding women, infants, and children through age 20 on the Medicaid program.

13. To maximize the efficient use of federal and state funds, including the Medical Home administrative match, for the provision of services to pregnant, postpartum, and breastfeeding women, infants, and children, including CSHCN.

14. To coordinate the exchange of information between the parties for health services assurance, and health policy development.

II. DEFINITIONS

A. Healthcheck (EPSDT) is a well-child health care program which offers every Medicaid recipient under 21 years of age medically-necessary comprehensive health services. These services include complete physical examinations leading to the prevention, early detection, diagnosis, and treatment of diseases and/or conditions.

B. Pregnancy-Related Services Program is a program which provides reimbursement for services for all pregnant Medicaid-eligible women, including medical case management, prenatal education and counseling, and nutrition counseling.

C. Healthy Start and Title XXI are expansions of Medicaid eligibility guidelines established by federal law which allows health care coverage to a new population of low-income pregnant women and children who otherwise would not be financially eligible for Medicaid.

D. Healthy Families is a category of Ohio Medicaid for families with a child in the household up to age 19 with limited income. Families include parents and children.

E. A Medicaid consumer is an individual who has been determined to be eligible for the Ohio Medicaid Program.

F. 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 Temporary Assistance for Needy Families.
Families, Ohio Works First, Medicaid, Expanded Medicaid, Healthy Start, and Disability Assistance (DA); as well as social services, work programs, food stamps, and services to the elderly.

G. Help Me Grow Helpline (1-800-755-GROW [4769]) hereinafter referred to as the HMG Helpline, is a toll-free telephone information and referral service for the use of parents, consumers, professionals, and the general public to access information about health care providers and practitioners who provide health care services through MCH, WIC, and Title XIX and Title XXI programs, and about other relevant health and health-related providers and practitioners.

H. Combined Programs Application (CPA) JFS 07216 is an abbreviated application form used by pregnant women, infants, and children to apply for Healthy Start, Healthy Families, Expanded Medicaid, WIC, Child and Family Health Services (CFHS), and Children with Medical Handicaps (CMH) Programs. It is available at the CDJFS, WIC, CFHS, CMH agencies, and certain other community locations, on the ODJFS and ODH Websites, and upon request through the Ohio Consumer Hotline.

I. Ohio Consumer Hotline (1-800-324-8680) is a toll-free telephone information and referral service for consumers to access information about Medicaid and Medicaid Managed Care, other publicly funded health programs and Medicaid application assistance.

J. Managed Care Plan (MCP) means health insurance corporations licensed in the state of Ohio as well as alternative qualified arrangements.

K. The Children with Medical Handicaps Program (CMH) provides payment for diagnostic, treatment, and care coordination services and provides technical assistance to local health departments in implementing local, community-based, family-centered, coordinated systems of care for children with physically handicapping and associated conditions.

L. Child and Family Health Services Program (CFHS) is a community based program that utilizes a combination of federal, state, and local monies to offer public health and safety net clinical services (family planning, prenatal, and child health through age 21) to low income families and children in Ohio.

M. Office of Primary Care and Rural Health supports community based program to improve and expand access to comprehensive primary care in urban and rural communities.

N. Oral Health emphasizes community-based programs of disease prevention, education and primary dental care to promote and improve the oral health of Ohio citizens.

O. Family and Children First (FCF) Councils are responsible locally for the Help Me Grow program. The FCF Councils and their early childhood committees provide a forum for discussion of issues related to what early childhood services exist within the county (status assessment), needs/problems of infants and toddlers with or at risk of developmental disabilities aged birth to three and their families (needs assessment), and to reach consensus regarding the priorities for early childhood services. From this process, the FCF Council develops a plan to improve and expand early childhood services.

P. WIC is the Special Supplemental Nutrition Program for Women, Infants and Children that helps income eligible pregnant and breastfeeding women, women who recently had a baby, infants and children who are at imminent risk due to inadequate nutrition by providing supplemental, highly nutritious foods, nutrition and breastfeeding education, and referral to prenatal and pediatric health care and other maternal and child health and human services programs.

Q. OPTIONS is a public-private partnership between the Ohio Dental Association and the Ohio Department of Health. In OPTIONS, dentists willing to donate or discount services for Ohioans with poor access to dental care, specifically the poor and working poor of all ages, low income seniors, and individuals who are medically or physically challenged, are matched with qualified patients by a referral coordinator.

R. Healthcheck Coordinator means the staff person or primary liaison within a unit in the County Department of Job and Family Services (CDJFS) who is responsible for the operation of the Healthcheck Program.

S. Pregnancy Related Services Coordinator means the staff person or primary liaison within a unit at the CDJFS responsible for the implementation of the Pregnancy Related Services Program.
III. RESPONSIBILITIES OF ODJFS

A. ODJFS agrees to:

1. Require CDJFS staff to identify participants potentially eligible for the WIC and Maternal and Child Health Programs and to refer them to the appropriate program using the Combined Programs Application (CPA) ODJFS 7216. Special attention shall be given to children with handicapping conditions in order to promote their access to primary and preventive health care.

2. Make available to Division of Family and Community Health Services (DFCHS) the Ohio Medicaid Management Information System On-line Application, Recipient Eligibility Sub-system.

3. Provide ODH’s DFCHS with current written and/or verbal information and interpretation about Medicaid eligibility, services, and policies on a regular basis.

4. Include with Medicaid eligible consumers’ medical card a message regarding WIC, Office of Primary Care and Rural Health, and Title V Programs upon request by ODH and concurrence with ODJFS.

5. Provide ODH with such information necessary to maintain accurate information about ODJFS programs for use by HMG Helpline employees and shall further assist ODH in the evaluation and monitoring of the HMG Helpline services.

6. Provide ODH with current lists of Managed Care Plans contracting with Medicaid, address, and telephone numbers, and the counties they serve on a regular basis.

7. Provide ODH with both an electronic file in PageMaker 6.5 and a camera-ready hard copy of the Combined Program Application (CPA) JFS 7216.

8. Provide ODH with updated lists of local CDJFS addresses, telephone numbers, Healthcheck and Pregnancy Related Services Coordinators annually.

B. The ODJFS Agreement Manager is Carol E. Ware, Program Administrative, Office of Ohio Health Plans.

IV. RESPONSIBILITIES OF THE OHIO DEPARTMENT OF HEALTH

A. ODH agrees to:

1. Require CFHS, Federally Qualified Health Centers (FQHC), Rural Health Clinics (RHC), and WIC programs to identify and refer to CDJFS those women, infants, and children served who are potentially eligible for services under the Ohio Medicaid program and assist them in applying for Medicaid using the CPA ODJFS 7216. CMH shall identify and refer to CDJFS those children with handicapping conditions who may be eligible for services under the Ohio Medicaid programs and assist them in applying for Medicaid, using the CPA ODJFS 7216. OPTIONS referral coordinators shall identify and refer to CDJFS those individuals who apply for services who are potentially eligible for Medicaid.

2. Keep all local CFHS, FQHC, RHCs, WIC, and Child Care Health consultants (funded through HCO) programs informed of Medicaid eligibility guidelines by publishing fact sheets approved by Medicaid and providing contact numbers for additional information. ODH shall also promote increased use of Medicaid by local health departments, public health agencies, and other agencies serving mothers and children.

3. Provide ODJFS’s Bureau of Consumer and Program Support with updated lists of local WIC and DFCHS programs, project directors, addresses, phone numbers, county Help Me Grow project directors, FQHC, RHCs project directors, addresses, phone numbers, OPTIONS referral coordinator, CMH’s Field Nurse Consultants, and Child Care Health Consultants (CCHC) annually.
4. Require the local CFHS, FQHC, RHCs and WIC programs to have information regarding Healthy Start, Pregnancy Related Services Program, Healthcheck, and the HMG Helpline and Ohio Consumer Hotline telephone numbers available for clients, including the address and telephone number of the ODJFS.

5. Operate the HMG Helpline and use the information provided by ODJFS about ODJFS programs for the ongoing operation of the Helpline, and ODH shall refer to ODJFS unresolved HMG Helpline questions needing ODJFS follow-up. ODH shall share with ODJFS information on the evaluation of the HMG Helpline.

6. Require that CFHS and CMH program providers are Title XIX and Title XXI providers.

7. Provide ODJFS's Bureau of Consumer and Program Support with information about policies governing the DFCHS programs (WIC, FQHC, RHC and HMG) on a regular basis.

8. Ensure that the CMH program shall not be the payer for services eligible for payments by ODJFS programs (e.g., Medicaid). The CMH program shall not supplement payments made by Title XIX ODJFS programs in accordance with section 3701 023(F) (1) of the ORC.

9. Notify ODJFS of any significant reimbursement policy and program changes which will impact Medicaid claims payment or coverage.

10. Print or otherwise reproduce sufficient CPA forms to meet its own needs.

11. Not make any changes to the CPA form (i.e., the text, content, layout, design, graphics, font, or color [other than black and white]).

B. The ODH Agreement Manager is Mary Beth Boster.

V. RESPONSIBILITIES OF BOTH PARTIES

A. Both parties shall assist their respective local agencies in carrying out the provisions of this agreement by providing training and technical assistance promoting improved health services for women and children.

B. Both parties shall coordinate outreach, education, and program promotion by:

1. Exchanging program literature at the state and local levels which explains the DFCHS and Medicaid programs by:

   (a) Exchanging program literature at the state and local levels which explains the DFCHS and Medicaid programs.

   (b) Having reciprocal training/speaking engagements as necessary for state, regional and local staff.

   (c) Developing joint outreach or public relations programs and/or materials for the purpose of promoting programs administered by ODH and/or ODJFS. The promotional activities shall include, at a minimum, Help me Grow and Medicaid eligibility outreach efforts, but may also include other programs administered by both departments.

   (d) Participating in training and program orientation for the HMG Helpline staff as needed.

C. ODH and ODJFS program staff shall continue to explore common issues and participate as needed in meetings for joint planning. These common issues include, but are not limited to, development of plans and strategies to enroll all potential eligible Ohioans in Medicaid, Development of services in communities lacking comprehensive maternal and child health services; Analysis of Health Professional Shortage Areas; Recruitment and retention of providers; Development of joint studies, and Development of common data elements for program evaluation, and procedures to ensure as far as possible that duplicate payments are not made under Medicaid and the CMH program and that duplicate payments will be identified and recovered.

D. Representatives of ODH and ODJFS shall meet upon request of either of the parties to review implementation of this Agreement.
E. Both parties shall maintain representatives on committees, task forces, or ad hoc work groups of the respective departments for the purpose of ensuring coordination of services, eliminating duplication and maximizing resources between the two programs as the opportunity arises. Examples include, but are not limited to the CMH Medical Advisory Committee’s subcommittees, MCH Advisory Council, Adolescent Health Advisory Group, Help Me Grow Advisory Council, and Medicaid Outreach Advisory Group.

VI. TIME OF PERFORMANCE

A. Effective Dates

This Agreement will become effective upon execution and will remain in effect until June 30, 2005, subject to the cancellation provisions contained in this Agreement. This Agreement may be renewed upon satisfactory performance by both parties, upon appropriation of funds for such, and by mutual agreement of the parties.

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 laws, rules or regulations. In the event of termination pursuant to this paragraph B.2, a notice specifying the reasons for termination shall be sent as soon as possible after the termination to the non-terminating party.

3. Notwithstanding Paragraph B.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.

VII. COMPENSATION

A. ODHFS agrees to reimburse ODH, upon proper invoicing and preparation of an Intra-State Transfer Voucher, on a quarterly basis for actual expenditures incurred pursuant to responsibilities outlined in Articles IV and V. The total amount to be reimbursed shall not exceed Thirty-Five Thousand and 00/100 Dollars ($35,000.00) for SFY’04 and Thirty-Five Thousand and 00/100 Dollars ($35,000.00) for SFY’05 for a total not to exceed Seventy Thousand and 00/100 Dollars ($70,000.00) for the Agreement period. All invoices shall indicate only the federal share of the cost of services provided. The State Match is to be provided by ODH. The total federal pass-through shall not exceed Thirty-Five Thousand and 00/100 Dollars ($35,000.00) for SFY’04 and up to Thirty-Five Thousand and 00/100 Dollars ($35,000.00) for SFY’05 for a total not to exceed Seventy Thousand and 00/100 ($70,000.00) for the Agreement period. The parties agree that no further reimbursement will be sought hereunder.

B. ODH shall submit an annual invoice to ODHFS which details the total cost to which applied and includes a detailed description of the expense incurred.

C. Payment for any and all services provided pursuant to this Agreement may be considered federal funds. If the Ohio General Assembly or the federal government disapprove ODHFS for payments due hereunder, this Agreement is terminated as of the date of further obligation of ODHFS. ODHFS will provide written notice to the party(ies) signed possible.

D. All obligations in this Agreement are subject to the requirements of Section 126.07 of the Ohio Revised Code

VIII. GENERAL PROVISIONS

A. 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.
Amendments

The Agreement may be modified or amended provided that any such modification or amendment is in writing and is signed by the directors of the agencies. 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.

Equal Employment Opportunity

In carrying out this Agreement, the parties shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, 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, 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 advertising recruiting; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

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 contracts for any of the work prescribed herein.

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 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 ODHs of both ODJFS and ODH. The parties agree to current and ongoing compliance with 42 U.S.C. Sections 1320d through 1320d-8 and the implementing regulations found at 45 C.F.R. 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 Agreement, as public entity, 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 before releasing the document.

Compliance with Federal and State Laws, Rules and Regulations

ODJFS and ODH agree to comply with all federal and state laws, rules, regulations, and auditing standards which are applicable to the performance of this Agreement.

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 the Agreement and the budgetary and statutory constraints of the parties.
G. Records Retention

All records relating to costs, work performed and supporting documentation for invoices submitted to ODJFS by ODH along with copies of all deliverables submitted to ODJFS pursuant 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 State of Ohio, Inspector General or 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 appropriate, ODH must meet the requirements of the federal Office of Management and Budget (OMB) Circular A-87, A-110, A-122 or A-133.

H. Audit Exceptions

1. ODJFS shall be responsible for receiving, replying to, and arranging compliance with any audit exception found by 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.

2. ODH shall be liable for any audit exception that results solely from its acts or omissions in the performance of this Agreement. ODJFS shall be liable for any audit exception that results solely from its acts or omissions in the performance of this Agreement. In the event that audit exceptions result from the acts or omissions of both ODJFS and ODH, the financial liability for the audit exception shall be shared by the parties in proportion to their relative fault.

3. For the purpose of this section, the term “audit exception” shall include federal disallowance and deferrals.

I. 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 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.

J. Resolution of Disputes

The agencies agree that the directors of ODJFS and ODH shall resolve any disputes between the agencies 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.

K. Child Support Enforcement

ODH agrees to cooperate with any Ohio Child Support Enforcement Agency (CSEA) in ensuring employees of ODH meet child support obligations established under state law. Further, by executing this Agreement, ODH 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 Chapters 3119, 3121, 3123, and 3125 of the Ohio Revised Code.

L. Drug-Free Workplace

By executing the Agreement, the parties certify and affirm that, as applicable to the parties, any sub ODH and/or independent ODH, (including all field staff) associated with the project agree to comply with all applicable state and federal laws including, but not limited to, 29 Code of Federal Regulations (C.F.R.) Part 98 and 46 C.F.R. 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.
M. Public Assistance Work Program Participants

By executing this Agreement, ODH 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 the Job Opportunity and Basic Skills (JOBS) program (part of Ohio Works First) operated pursuant to Section 5107 of the Ohio Revised Code and recipients of food stamps who are required by law to obtain employment or participate in a work program activity.

N. Enitity 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.

IX. 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 Contract 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.


2. "Covered Entity" means a health plan, a health care clearinghouse, or health care provider. (45 C.F.R. 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 C.F.R. 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 C.F.R. 164.501 and any amendments thereto. (45 C.F.R. 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 use appropriate safeguards to protect 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 C.F.R. 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.
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.

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.

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
The remainder of this page has intentionally been left blank