

H. Partial Invalidity

A judicial or administrative finding, order, or decision that any part of this agreement is illegal or invalid shall not invalidate the remainder of the agreement.

I. Records Retention

Each party agrees to maintain records of the services it has provided under this agreement in accordance with the laws, rules and regulations governing its respective programs. These records shall be made available for review and audit by duly authorized federal and state officials as required by law.

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To the extent allowable by law, ODHS agrees to hold ODH harmless from any and all liability, suits, losses, judgments, damages, or any other demands brought as a result of the actions or omissions of ODHS in the performance of this agreement. To the extent allowable by law, ODH agrees to hold ODHS harmless from any and all liability, suits, losses, judgments, damages, or any other demands brought as a result of the actions or omissions of ODH in the performance of this agreement.

K. Resolution of Disputes

The parties agree that the directors of ODH and ODHS shall resolve any disputes between the parties concerning performance of any of the terms of this agreement. In the event the directors cannot agree to an appropriate resolution to the disputes, the dispute shall be referred to the Office of the Governor for a final, binding determination resolving the dispute.

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ODH agrees to cooperate with ODHS and 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 certifies present and future compliance with any court order for the withholding of support which is issued pursuant to sections 3113.21 to 3113.217 of the Ohio Revised Code.

M. Drug-Free Workplace

By executing this agreement, ODH certifies and affirms that, as applicable to the ODH, any subcontractor and/or independent contractor, including all field staff) associated with the project agree to comply with all applicable state and federal laws regarding a drug-free workplace. The ODH shall make a good faith effort to ensure that all ODH employees, while working on State, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

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By executing this agreement, ODH agrees to cooperate with ODHS and each County Department of Human Services in providing employment and other work opportunities for recipients of assistance under Chapter 5107 of the Revised Code and recipients of food stamps who are required by law to obtain employment or participate in a work program activity.

O. 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.

Nonperformance

IN No. 99-014 APPROVAL DATE 10-23-1999
 SUPERSEDES
 IN No. 93-26 and 93-28 EFFECTIVE DATE 7-1-99 Rev. 4/97

Each of the parties agrees that neither party is responsible to the other party for nonperformance or delay in performance of the terms of the agreement due to acts of God, wars, riots, strikes or other causes beyond the control of the parties.

Q. Incorporation by Reference

The parties agree to comply with all applicable federal and state statutes, rules, regulations and policies related to the Title V program, which are incorporated by reference into this agreement.

APPROVED BY:


JACQUELINE ROMER-SENSKY
Director
Ohio Department of Human Services
30 East Broad Street, 32nd Floor
Columbus, Ohio 43266-0423


J. NICK BAIRD, M.D.
Director
Ohio Department of Health
246 North High Street
Columbus, Ohio 43266-0588

DATE: 9-20-99

DATE: 7/13/99

TN No. 99-014 APPROVAL DATE APR 23 1999
SUPERSEDES 93-26 and
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**THE OHIO DEPARTMENT OF HEALTH
 DIVISION OF FAMILY AND COMMUNITY HEALTH SERVICES
 AND
 THE OHIO DEPARTMENT OF HUMAN SERVICES
 OFFICE OF MEDICAID
 FOR
 COORDINATION OF MATERNAL AND CHILD HEALTH SERVICES,
 THE WOMEN, INFANTS, AND CHILDREN PROGRAM,
 AND OHIO MEDICAID PROGRAM
 INTERAGENCY AGREEMENT
 A-00-07-380**

**I.
 PURPOSE**

This Agreement is entered into by and between the Ohio Department of Health ("ODH") and the Ohio Department of Human Services ("ODHS") (ODH and ODHS collectively are referred to hereinafter as "the parties") to confirm their intent to coordinate health services, program eligibility, and payment for services for Ohio's mothers and children, as defined and specified in 42 United States Code (U.S.C.) section 701, et. seq., and 7 Code of Federal Regulations (C.F.R.) Part 246.

1. 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 U.S.C. section 701 et. seq., as amended, and has established the Division of Family and Community Health Services (DFCHS) and Women, Infants, and Children Program for this purpose and for the purpose of assuring the provision of maternal and child health programs at the state and local level.

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

Under 42 U.S.C. section 1396a(a)(5) and section 5111.01 of the ORC, ODHS is the designated state agency for implementation of the Title XIX Medicaid Program and Title XXI and must execute an interagency agreement with the state Title V agency as required by 42 U.S.C. Section 1396a(a)(11).

Under section 5111.02 of the ORC, ODHS 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 Ohio Revised Code (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 Child Nutrition Act of 1966, 42 United States Code (U.S.C.) 1786 et. seq., as amended.

Under 7 C.F.R. 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 C.F.R. section 246.26(d)(2), the WIC program is required to execute written agreements with other

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public organizations which administer health and human services programs that serve persons categorically eligible for the WIC program.

- 2. The implementation of the Agreement shall be guided by the following objectives:
 - (a) To support the accomplishment of the objectives of the State Maternal and Child Health Services Plan.
 - (b) To clarify issues, define problems and propose alternatives related to promoting a statewide system of coordinated health services to eligible women and children.
 - (c) To increase public awareness of the need for health care coverage and services for women and children.
 - (d) To conduct outreach to assure that eligible women and children receive access to health care coverage and receive needed health services and to assure that **ODH** and **ODHS** serve their common population.
 - (e) To make available health services statewide that meet the requirements of the Title V-Maternal and Child Health Services Block Grant, WIC, and the Title XIX Medicaid programs.
 - (f) To coordinate the exchange of information and referral between the local Maternal and Child Health, WIC, and the Ohio Medicaid programs for the purposes of outreach, eligibility determination, and verification of outcome of referral.
 - (g) To maximize the efficient use of federal and state funds for the provision of health services to women and children.
 - (h) To participate actively in the planning and implementation of services for pregnant, postpartum, and breastfeeding women, infants, and children.
 - (i) To share the goal of interdepartmental cooperation in coordinating and implementing interagency systems for serving pregnant, postpartum, and breastfeeding women, infants and children.
 - (j) 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.
 - (k) 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.
 - (l) To increase public awareness of the need for health care coverage; and nutritional assessment and education, and food supplementation to the nutritionally at-risk pregnant, postpartum, and breastfeeding women, infants and children on the Medicaid program.
 - (m) To maximize the efficient use of federal and state funds, including federal financial participation, for the provision of services to pregnant, postpartum, and breastfeeding women, infants and children.
 - (n) To coordinate the exchange of information between the parties for the purpose of health status assessment, health services assurance, and health policy development.

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3. Definitions

- a. **Healthchek (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, nutrition counseling and home visit travel.
- 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. **A Medicaid eligible consumer** is an individual who has been determined to be eligible for the Ohio Medicaid Program.
- e. **A Medicaid consumer** is an individual who has been determined to be eligible for and has received health care services through the Ohio Medicaid Program.
- f. **County Departments of Human Services (CDHS)** 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, Ohio Works First, Medicaid, Expedited 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)** ODHS 7216 is an abbreviated application form used by pregnant women, infants, and children to apply for Healthy Start or Expedited Medicaid, Special Supplemental Nutrition Program for Women, Infants and Children (WIC), Child and Family Health Services Programs (CFHS), and Children with Medical Handicaps Programs (CMH). It is available at the CDHS, WIC, CFHS, CMH agencies, and certain other community locations, on the ODHS Website, 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)** is a health insuring corporation (formerly HMO) licensed in the State of Ohio as well as alternative licensing arrangements for managed care entities.
- k. **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 Projects (CFHS)** is a system of local clinics supported by state and federal Title V funds providing comprehensive maternal and child health services.

- (1) Family Planning component of CFHS addresses the reproductive health of Ohio residents.

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- (2) Perinatal services are provided to any women, but primarily exist to address the needs of pregnant women who are unable to obtain or pay for private perinatal care. An interdisciplinary team approach provides each woman with comprehensive perinatal health services.
- (3) Child Health component of the CFHS program provides comprehensive health services for infants, children and adolescents through age 21.
- m. **Oral Health** emphasizes community-based programs of disease prevention, education and primary dental care to promote and improve the oral health of Ohio citizens.
- n. **Early Intervention County Collaborative Groups' (CCG)** purpose is to provide a forum for discussion of issues related to what early intervention 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 intervention services. From this process, the CCG is to develop a County Plan to improve and expand early intervention services.
- o. **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 health 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.
- p. **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.
- q. **Healthchek Coordinator** means the staff person or primary liaison within a unit in the County Department of Human Services (CDHS) who is responsible for the operation of the Healthchek Program.
- r. **Pregnancy Related Services Coordinator** means the staff person or primary liaison within a unit at the CDHS responsible for the implementation of the Pregnancy Related Services Program.

II.

RESPONSIBILITIES OF THE OHIO DEPARTMENT OF HUMAN SERVICES

1. **ODHS** shall encourage county department of human services (CDHS) 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) ODHS 7216. Special attention shall be given to children with handicapping conditions in order to promote their access to primary and preventive health care.
2. **ODHS** shall make available to CMH the Ohio Medicaid Management Information System On-line Application, Recipient Eligibility Sub-system.
3. **ODHS** shall provide **ODH's** Division of Family and Community Health Services (DFCHS) with current written and/or verbal information and interpretation about Medicaid eligibility, services, and policies on a regular basis.
4. **ODHS** shall provide **ODH's** DFCHS with updated lists of local CDHS, addresses, telephone numbers, and Healthchek and Pregnancy Related Services coordinators.
- o. **ODHS** shall include with the Medicaid eligible consumers' messages regarding WIC and Title V programs upon request by **ODH** and concurrence with **ODHS**.

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6. **ODHS** shall provide **ODH** with such information necessary to maintain accurate information about **ODHS** programs for use by HMG Helpline employees and shall further assist **ODH** in the evaluation and monitoring of the HMG Helpline service.
7. **ODHS** shall provide **ODH** with current lists of Managed Care plans contracting with Medicaid, addresses, and telephone numbers, and the counties they serve on a regular basis.

III.

RESPONSIBILITIES OF THE OHIO DEPARTMENT OF HEALTH

1. **ODH** shall require local MCH and WIC Programs to identify and refer to county departments of human services those pregnant 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 ODHS 7216. **CMH** shall identify and refer to **CDHS** 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 ODHS 7216. **OPTIONS** referral coordinators shall identify and refer to **CDHS** those individuals who apply for services who are eligible for Medicaid.
2. **ODH** shall keep all local MCH and WIC 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. **ODH** shall provide **ODHS's** Bureau of Consumer and Program Support with updated lists of local WIC and **DFCHS** programs, project directors, addresses, phone numbers; county early intervention coordinating sites; **OPTIONS** referral coordinators; and **CMH's** Field Nurse Consultants.
4. **ODH** shall require the local MCH and WIC programs to have information regarding Healthy Start, Pregnancy Related Services Program, Healthchek, and the HMG Helpline and Ohio Consumer Hotline telephone numbers available for clients, including the address and telephone number of the county department of human services.
5. **ODH** shall operate the HMG Helpline and use the information provided by **ODHS** about **ODHS** programs for the ongoing operation of the Helpline, and **ODH** shall refer to **ODHS** unresolved HMG Helpline questions needing **ODHS** follow-up. **ODH** shall share with **ODHS** information on the evaluation of the HMG Helpline.
6. **ODH** shall require that **CFHS** and **CMH** program providers are Title XIX and Title XXI providers.
7. **ODH** shall provide **ODHS's** Bureau Consumer and Program Support with information about policies governing the **DFCHS** programs on a regular basis.
8. **ODH** shall assure that the **CMH** program shall not be the payor for services eligible for payment by **ODHS** programs (e.g., Medicaid). The **CMH** program shall not supplement payments made by Title XIX **ODHS** programs in accordance with section 3701.023(F)(1) of the ORC.
9. **ODH** shall notify **ODHS** of any significant reimbursement policy and program changes which will impact Medicaid claims payment or coverage.
10. **ODH** shall provide **ODHS** with information about policies governing the WIC program on a regular basis.

IV.

RESPONSIBILITIES OF BOTH PARTIES

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

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2. Both parties shall coordinate outreach, education and program promotion 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 which may include other programs administered by both departments; and
 - d. Participating in training and program orientation for the HMG Helpline staff as needed.
3. ODH and ODHS program staffs 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 services in communities lacking comprehensive maternal and child health services, 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 Children with Medical Handicaps program and that duplicate payments will be identified and recovered.
4. Representatives of ODH and ODHS shall meet upon request of either of the parties to review implementation of this Agreement.
5. Both parties shall maintain representatives on committees, task forces or ad hoc work groups of the respective departments for the purpose of assuring 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, and Medicaid Outreach Advisory Group.

V. GENERAL PROVISIONS

A. Effective Dates

This agreement will become effective on July 1, 1999, or upon execution, whichever occurs later, and will remain in effect until June 30, 2001, subject to the cancellation provisions contained in this agreement.

B. Termination by Notice

1. This agreement may be canceled by either party to this agreement upon at least seven (7) days advance written notice of cancellation transmitted by certified mail or by personal delivery to the other party. Notice to ODH shall be sent to the Chief, Division of Family and Community Health Services, 246 North High Street, Columbus, Ohio 43215. Notice to ODHS shall be sent to the Director, ODHS, 30 East Broad Street, 32nd floor, Columbus, Ohio 43266-90423. In the event that ODHS or ODH cancels this agreement, ODHS shall furnish any reports required under this agreement within thirty (30) days after the effective date of cancellation.
2. Notwithstanding the advance-notice provisions contained in Article V., paragraph B.1., this agreement may be canceled immediately in the event there is a loss of funding, disapproval by a federal administrative agency, or upon discovery of noncompliance with any state or federal laws, rules, or regulations applicable to the parties and programs involved. In the event of cancellation due to this paragraph, a notice specifying the reasons for cancellation shall be sent as soon as possible after cancellation to the appropriate address specified in Article V., paragraph B.1. Further, in the event of cancellation due to this paragraph, any required reports will be due within thirty (30) days and shall be kept and completed up to the effective date of cancellation.

TRF NO. 99-014 RECEIVED 29 1999
 TRF NO. 93-26
 TRF NO. 93-28 EFFECTIVE DATE 7-1-99

C. 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 or any occurrence of breach or default is not waiver of such subsequent occurrences, and the parties retain the right to exercise all remedies mentioned herein.

D. 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 ODH and ODHS. It is agreed, however, that any amendments to laws, rules, or regulations specifically cited herein or pertinent to the programs referenced hereunder will automatically modify the provisions of this agreement, without the necessity for executing a written amendment.

E. 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, sex, sexual orientation, age, disability, or Vietnam-era 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, sex, sexual orientation, age, disability, or Vietnam-era 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.

The parties agree to post in conspicuous places, available to employees and applicants for employment, notices stating that the parties complies with all applicable federal and state non-discrimination laws. The ODH shall, in all solicitations or advertisements for employees placed by or on behalf of the ODH, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, sexual orientation, Vietnam-era veteran status, disability or age. The ODH shall incorporate the foregoing requirements of this paragraph in all of its Contracts for any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

F. 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. ODHS and ODH specifically agree to comply with state and federal confidentiality laws, rules, and regulations applicable to programs under which this agreement is funded. The terms of this paragraph shall be included in any subcontracts executed by either party for work under this agreement.
2. The parties assure that the use or disclosure of information obtained from DFCHS or Medicaid participants and applicants at the local or state level shall be restricted to persons directly connected with the administration of the programs and not disclosed to any third party, except as permitted by law. The information shared will be used for the purpose of conducting outreach to DFCHS and Medicaid program applicants and participants, establishing referral to these programs, assisting in eligibility determination, and aiding in verification of referral outcome. Information for reports and statistical analysis may only be disclosed in summary, statistical or other form which does not identify particular individuals.

Compliance with Federal and State Laws, Rules and Regulations

ODHS and ODH agrees to comply with all federal and state laws, rules, regulations, and auditing standards which are applicable to the performance of this agreement.

TR No. 99-014 APPROVAL DATE 7-1-99
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APPROVED BY:

Jacqueline Romer-Sensky

JACQUELINE ROMER-SENSKY
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J. Nick Baird

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