

**OHIO DEPARTMENT OF HUMAN SERVICES
AND
THE OHIO DEPARTMENT OF HEALTH
INTERAGENCY AGREEMENT
A-00-07-033**

**I.
PURPOSE**

This agreement is entered into by the Ohio Department of Human Services (hereinafter "ODHS") and the Ohio Department of Health (hereinafter "ODH") for the purpose of defining the relationship and responsibilities between the parties as they cooperate and collaborate to further Childhood Immunization in Ohio. This agreement is entered into in order to provide vaccines to Medicaid-eligible children and to specify conditions under which data will be transferred to ODH in order to update and maintain the statewide immunization registry.

**II.
RESPONSIBILITIES OF THE OHIO DEPARTMENT OF HUMAN SERVICES**

- A. Provide ODH with the Medicaid vaccine billing information necessary for ODH to meet its obligations under the federal Vaccines for Children program including Medicaid HMO claims, fee for service data for Vaccines For Children (VFC) accountability.
- B. Provide ODH with Medicaid HMO and fee for service patient- and provider-specific data in electronic format to be included in the statewide immunization registry administered by ODH. Data variables will include patient demographics, provider information and services rendered. The data will be transferred on an as-needed basis as requested by ODH.
- C. Cooperate with ODH in the promotion of age-appropriate immunization throughout Ohio.

**III.
RESPONSIBILITIES OF THE OHIO DEPARTMENT OF HEALTH**

- A. Furnish to Medicaid provider, upon request, vaccines designated as free under the federal Vaccines For Children (VFC) program.
- B. Furnish to Medicaid providers upon request second-dose MMR (measles, mumps, rubella) vaccine, to be administered according to recommended schedules, and hepatitis-B vaccine for high-risk children age two and over, to the same extent that these immunizations are currently covered under Medicaid, as described in Ohio Administrative Code Section 5101:3-4-12.
- C. Furnish to Medicaid providers, to the same extent they are currently covered under the Medicaid program as described in rule 5101:3-4-12 of the Ohio Administrative Code, those vaccines which may be added to the VFC program. If the number of such additional vaccines exceeds the Ohio Department of Health's budgeted amount, this contract will be subject to review and amendment.
- D. Implement and maintain a statewide immunization tracking system to inform providers and parents of Medicaid-eligible children of immunization history, including the number of immunizations reported, if the child is on schedule and in compliance with state standards, date and type of last vaccine, and any adverse reactions experienced.

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APPROVAL DATE 11-8-99

~~1~~ SUPERSEDES

TN No. 97-18

EFFECTIVE DATE 07/01/99

- E. Perform outreach and follow-up activities including contacting Medicaid-eligible children and their parents by mail or telephone to encourage and promote timely immunizations of Medicaid-eligible children.
- F. Provide ODHS upon request with information on Medicaid provider vaccine utilization and aggregate immunization data based on the statewide immunization tracking system.
- G. Provide ODHS with signed security agreements for those individuals having access to Medicaid HMO and fee for service patient- and provider-specific data.

**IV.
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 terminated by either party upon 30 days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the following persons: if ODH is terminating the agreement, to Director, Ohio Department of Human Services, 30 East Broad Street, 32nd Floor, Columbus, Ohio 43266-0423; or, if ODHS intends to terminate the agreement, to Director, Ohio Department of Health, 246 North High Street, Columbus, Ohio 43266-0588.
- 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 termination is pursuant to this paragraph B.2., 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 Article VI., paragraph B.1.

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 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 amendment.

E. Equal Employment Opportunity

In carrying out this Agreement, the ODH/ODHS 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 ODH/ODHS 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.

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INTERAGENCY AGREEMENT NO. A-00-07-033

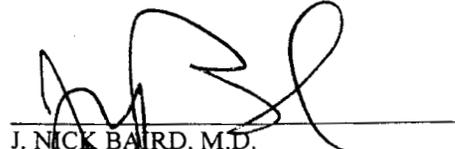
considered a part of this agreement unless expressly agreed upon in writing and signed by both parties.

APPROVED BY:



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

DATE: 6-29-99



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

DATE: 6/18/99

TN No. 99-008

APPROVAL DATE 11-8-99

SUPERSEDES

Rev. 4/97

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EFFECTIVE DATE 07-0199

COOPERATIVE AGREEMENT

BUREAU OF CHILD SUPPORT
AND
BUREAU OF MEDICAID SERVICES

ICFA-179 # 87-1 Date Rec'd 1-12-87
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I. Purpose of Agreement and Definition of Parties

This agreement is entered into between the Ohio Bureau of Child Support and the Ohio Bureau of Medicaid Services for the purpose of establishing and enforcing medical support liability of absent parents for their children who are eligible for Medicaid coverage. The authority for this agreement is contained in the Code of Federal Regulations 42 CFR Part 433 and 45 CFR Parts 302 and 306.

The Ohio Department of Human Services (ODHS) is the single state agency responsible for administering both the Medicaid and the Public Assistance programs in the State of Ohio.

The Office of Medicaid Administration is the unit within ODHS responsible for the operation of the Medicaid program in the State of Ohio.

The Bureau of Medicaid Services (BMS) of the Division of Claims Processing shall represent the Medicaid office in the administration of this agreement. The Bureau is charged with overall management of Third Party efforts and has the Third Party Resources Unit for this purpose. The Third Party Resources Unit is the focal point of all third party recovery activities for ODHS.

The Office of Program Development is the unit within ODHS responsible for administering the public assistance programs in the State of Ohio.

The Bureau of Child Support (BCS) of the Division of Public Assistance shall represent the Public Assistance office in the administration of this Agreement. The Bureau is the unit delegated all IV-D responsibilities by the Director of ODHS as the cognizant unit for all IV-D matters. The County Departments of Human Services, operating as the local IV-D agencies are the units responsible for medical support enforcement activities.

II. ODHS Form 6612 - Health Insurance

This form is the medium used to collect and transmit the medical support information secured by the IV-A and IV-D Units, according to federal regulations and the state plan, to the Third Party Resource Unit. The 6612 form is initiated at the IV-A and IV-D levels upon initial Medicaid eligibility determination and redetermination (6 months).

When the 6612 form is received by the Third Party Resources Unit, all information is entered on-line into the MMIS Master Health Insurance File.

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III. Bureau of Medicaid Services (BMS) Responsibilities:

1. The Bureau of Medicaid Services, Third Party Resources Unit (TPRU) is responsible to insure that the ODHS form 6612 is designed to accommodate the transmittal of the medical support information required by the federal regulations and in accordance with the state plan.
2. Establish and maintain necessary liaison with the IV-A, IV-D units, through the Bureau of Child Support, and provide training/technical assistance on all third party related activities and/or regulatory changes as needed to insure successful operations (e.g., completion of the ODHS 6612 form, cost avoidance, subrogation, etc.).
3. Receive, review, validate and process all 6612 forms forwarded to the TPRU in a timely manner.
4. Insure that all 6612 forms received by the TPRU are accurately entered into the MMIS Health Insurance File.
5. Effect coordination with MMIS staff to insure that appropriate third party edits are operational and enforced within the system that will maximize use of the Data reported on the 6612 form.
6. Effect rejection of medical claims back to the provider so that they may bill the third party identified, based on medical support information provided by the IV-A and IV-D units on the 6612 form .
7. Insure compliance with federal regulations in accordance with the state plan; in addition, adherence to the Ohio Medicaid Handbook.

IV. Bureau of Child Support Responsibilities:

1. The Bureau of Child Support will effect that degree of coordination between both the IV-A and IV-D Units to cause the timely processing of all available medical support information using the ODHS 6612 form.
2. The IV-D Unit shall gather all available medical support and health insurance information from the custodial parent or the absent parent.
3. In public assistance cases, information may have already been obtained and recorded on the 6612 form, by the IV-A Unit. The IV-D Unit shall obtain a copy of the completed form at the time of intake or upon redetermination.

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4. Any additional or revised information which the IV-D Unit obtains in the course of its activities must be recorded on the 6612 form and promptly forwarded to the IV-A Unit.
5. The social security number of the absent parent shall be added, whenever possible, to the block in Section I of the 6612 form, which indicates "Policy Holder Name."
6. The IV-D Unit shall notify the IV-A Unit when a new or modified court order for child support includes medical support. The notice is to include, but is not limited to, the following:
 - A. Absent parent's name, social security number and home address.
 - B. Employer's name and address.
 - C. Insurance policy name and number.
 - D. Names of all persons covered by the policy.
7. The IV-D Unit is not required to establish or modify a court order for the sole purpose of including or enforcing medical support. However, in the course of establishing or enforcing a cash support obligation, the IV-D Unit shall pursue medical support as appropriate.
8. The IV-D Unit shall petition for medical support whether or not employment-related or other group health insurance coverage is currently available to the absent parent. When it is not currently available, the IV-D Unit shall petition for an order requiring the absent parent to acquire health insurance at the first opportunity.
9. The IV-A Unit is primarily responsible for mailing the ODHS 6612 to the TPRU (ODHS PAM 8615.1). However, a coordinated "Loop" of Medicaid Support Information exchange between the IV-A and IV-D activity is required. The IV-D Unit can and should initiate a 6612 form when new Medical Support Information is acquired and there is not a 6612 form on File from the IV-A Unit.
10. The CDHS, operating as the local IV-D agency, shall accept referrals of IV-A and IV-E cases for recovery of birth costs and collection of court ordered medical support cash payments.
11. The CDHS shall recover birth costs incurred by Medicaid. Said costs shall be collected directly from the obligor and shall exclude any health insurance payments.

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12. As prescribed in 45 CFR 306.11(b) the CDHS shall establish and maintain case records of medical support enforcement activities in accordance with provisions of 45 CFR 302.15.
13. As prescribed in 45 CFR 306.40, the CDHS shall insure that as a result of its efforts in collection of court ordered medical support cash payment and recovery of birth costs there will be no decrease in Child Support Enforcement program activities, personnel or resources from the level allocated for the quarter in which this agreement becomes effective. The CDHS shall ensure sufficient personnel and resources to collect court ordered medical support payments, maintain paternity establishment of all appropriate cases and recovery of birth costs associated with the cases.
14. Insure compliance with federal regulations in accordance with the State plan; in addition, adherence to the Ohio Public Assistance Manual (PAM).

V. Financial Relationships

A. Funding

The Bureau of Medicaid Services shall reimburse to the CDHS only those administrative costs incurred which are associated with the provision of optional services as described in Section IV (10) and (11). As prescribed in 45 CFR 306.11 (d) (1) and (2), the CDHS shall properly identify those administrative costs which are incurred as a result of CDHS activities for collection of court ordered medical support cash payments and recovery of birth costs. The CDHS shall properly allocate those costs that cannot be directly charged to collection of court ordered, medical support cash payments and recovery of birth cost. The CDHS shall also identify medical support collection amounts. The CDHS shall maintain an intermediate accounting system supported by accounting source documents for these costs. These costs shall be reported on the ODHS 2827 through 2829 monthly financial reports. Reported administrative costs will be reimbursed at the applicable rate for medicaid administration.

B. Incentive Payments

The Bureau of Medicaid Services shall allow an incentive payment for medical costs which are the direct result of collection actions taken by the County Department of Human Services (CDHS). The CDHS shall retain 15% of the gross collections sent to the TPRU.

The incentive payment shall be equal to 15% of the amount collected and shall be made from the federal share of that amount.

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VI. Performance Review

1. The Bureau of Child Support and Bureau of Medicaid services shall perform the following joint functions:
 - a. Monitor the operation of the agreement.
 - b. Establish periodic performance reviews for both parties to reinforce effective and efficient operation of the agreement.
 - c. Meet periodically, as need be to evaluate the operation of the agreement and consult promptly regarding any problems that may occur.
2. Major policy and procedural matters and questions of compliance with the terms of this agreement will be handled by the respective Bureaus. Disputes which cannot be resolved by the parties to the agreement will be referred through channels to the Director of the Ohio Department of Human Services for resolution.

VII. Contract Length

1. This agreement shall be effective from the date of signature and is considered automatically renewed annually unless otherwise indicated.
2. This agreement may be cancelled at any time by mutual consent, or if not by such consent, either party may cancel this agreement at any time by giving 30 days written notice to the other party.
3. Amendments may be introduced to this document by mutual consent and written agreement of both parties at any time.

VIII. Confidentiality

The Bureau of Child Support and the Bureau of Medicaid Services agree to honor and insure the confidentiality of all information relating to Medicaid recipients and absent parents according to the regulations in 42 CFR Subchapter C. Part 430, Subpart F and 45 CFR 302.18. In accordance with 45 CFR 306.11(c) use or disclosure of information concerning applicants for, or recipients of medical support enforcement services is subject to limitations in 45 CFR 303.21.

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IX. Signatures

Elizabeth Lightle 1/8/87
Elizabeth Lightle, Chief Date
Bureau of Child Support

Herward Riley 1/8/87
Herward Riley, Chief Date
Bureau of Medicaid Services

Patricia Barry 1/8/87
Patricia Barry, Director Date
Ohio Department of Human Services

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SUPERSEDES
TNS # New

APPROVAL DATE 3/18/87
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