

OHIO DEPARTMENT OF HUMAN SERVICES AND OHIO DEPARTMENT OF AGING

INTERAGENCY AGREEMENT

A-99-07-059

I. PURPOSE

- A. This Agreement is entered into by the Ohio Department of Human Services (hereinafter "ODHS") and the Ohio Department of Aging (hereinafter "ODA") for the purpose of defining the relationship and responsibilities between the parties as they relate to ODA's management of certain Screening and Evaluation, Assessment, Administrative Case Management, General Administration, and the Ohio Home Care Program activities to be performed by regional PASSPORT Administrative Agencies (PAAs). ODA's management roles include, but are not limited to: monitoring, providing technical assistance, training, enrollment of HCBS waiver providers, establishing PAA budgets, and providing interim reimbursement to the PAAs. This Agreement is entered into in order to implement the provisions of 42 CFR Part 431, Subpart M.

The actual provision of Screening and Evaluation, Assessment, Administrative Case Management, General Administration, and the Ohio Home Care Program activities by the various regional PAAs is provided for in contracts between ODA and each PAA, separate and distinct from this Agreement.

- B. This Agreement provides for ODA to be reimbursed by ODHS for the federal share of Medicaid reimbursable Screening and Evaluation, Assessment, Administrative Case Management, General Administration, and the Ohio Home Care Program costs incurred by designated PAAs. The amounts and cost allocation methodologies are specified in contracts between ODA and each PAA, separate and distinct from this Agreement.
- C. This Agreement provides for ODA to submit to ODHS service claims for those HCBS waivers approved by HCFA, to be reimbursed by ODHS for the federal share of those claims, and to reimburse HCBS waiver service providers or their designees through the PAA.

D. DEFINITIONS

Allowable Costs	Those costs identified as allowable in 45 CFR Part 74 and all its references and appendices, and as approved by ODHS and ODA. Allowable costs must be allocated between Medicaid reimbursable and non-reimbursable activity pursuant to the cost allocation methodology as set forth in Article IV.A.1 of this Agreement.
CDHS	County Department of Human Services.
CFR	Code of Federal Regulations.
Core Home Care Services	Nursing services, daily living services, and therapy services as defined in Rule 5101:3-12-06 of the Administrative Code.
Enhanced Claim	A claim adjustment for Medicaid Administration reimbursement for skilled medical professional staff.
Evaluation of Level of Care	A review of the extent to which an applicant meets or does not meet all eligibility factors and includes the determination of Level of Care according to Chapter 5101:3-3 of the Administrative Code.

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FFP	Federal Financial Participation.
Final Settlement	The difference between the sum of the interim payments made to ODA and the final audited costs.
Financial Audit	An audit performed by ODHS. These audits are performed on ODA and each PAA prior to final settlement.
HCFA	The Health Care Financing Administration of the United States Department of Health and Human Services.
HCBS Waiver	For the purposes of this Interagency Agreement, any Medicaid Home and Community-Based Services waiver granted to ODHS by HCFA, as permitted by in accordance with Section 1915(c) of the Social Security Act, with day-to-day administration delegated to ODA.
Interagency Funds Transfer	The transfer of funds through Ohio's Central Accounting System between specific accounts at ODHS and ODA. This transfer is accomplished through an ISTV.
ISTV	Intrastate Transfer Voucher
Interim Payment	A payment made by ODHS to ODA based on unaudited costs reflected on an invoice with attached supporting documentation.
Invoice	A document prepared by ODA and provided to ODHS on a specific schedule to request interim payments for ODA administrative costs, PAA Screening and Evaluation costs, PAA Assessment costs, PAA Administrative Case Management costs and PAA General Administration costs.
Medicaid Certified Nursing Facility	A facility, or a distinct part of a facility, that is certified as a nursing facility (NF) by the director of the Ohio Department of Health in accordance with Title XIX of the Social Security Act, and is not an intermediate care facility for the mentally retarded. "Nursing facility" includes a facility, or a distinct part of a facility, that is certified as a skilled nursing facility by the director of the Department of Health in accordance with Title XVIII of the Social Security Act.
MMIS	Medicaid Management Information System
OAC	Ohio Administrative Code.
OHIO HOME CARE PROGRAM	A program as defined in Chapter 5101:3-12 of the Administrative Code which provides home care services to Medicaid eligible consumers who require such services due to their functional abilities and/or medical condition
PAA Administrative Case Management	Case management activity performed by PAA staff on behalf of HCBS waiver enrollees as approved by HCFA, and RSS enrollees in accordance with PASSPORT clinical standards. For HCBS waiver enrollees, Administrative Case Management activity begins after the HCBS waiver applicant becomes an enrollee. For RSS enrollees, Administrative Case Management activity begins on the day of enrollment.
PAA Assessment	The in-person assessment performed by PAA staff in accordance with PASSPORT clinical standards on individuals who request long-term care services including but not limited to the RSS program, admission to a Medicaid Certified Nursing Facility, or

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	enrollment in PASSPORT HCBS waiver. PAA Assessment activity includes PAA assessments of non-Medicaid applicants to Medicaid-certified nursing facilities to determine need for nursing facility services and whether alternative sources of long-term care are more appropriate. PAA Assessment activity excludes individuals who are applying for any HCBS Waiver other than those approved by HCFA, with the day-to-day administration delegated by ODHS to ODA.
PAA General Administration	PAA activities of a general administrative nature, including activities related to provider recruitment, provider certification and enrollment, provider quality assurance, the review of provider service claims to ensure claims do not exceed service plan limits, and overall PAA management activities which are of an allowable nature, but which are not allocated to PAA Screening and Evaluation, PAA Assessment, or PAA Administrative Case Management.
PAA Screening and Evaluation	PAA activities performed in accordance with PASSPORT clinical standards directly related to the provision of the screening of individuals of any income to determine the appropriateness of an in-person PAA Assessment, to comply with certain of the PASRR requirements of the Omnibus Budget Reconciliation Act of 1987, as amended and when appropriate, to make an evaluation of level of care for Medicaid applicants or recipients or, for non-Medicaid applicants to Medicaid-certified NFs, to make an evaluation of need for NF care and whether alternative sources of long-term care may be more appropriate.
PASSPORT	The Pre-Admission Screening System Providing Options and Resources Today.
PAS	Pre-Admission Screening provisions of the Omnibus Budget Reconciliation Act of 1987, and as amended.
PASRR	Preadmission Screening and Resident Review.
Program Audit	A survey which measures the process or performance of a program against the rules or standards established for service delivery; reviews internal procedures, staffing and management.
Quality Assurance Review	A process which measures and analyzes the quality of a specific program in order to assure that program rules and standards are met and the client receives the highest quality of services needed.
RSS	Ohio's Residential State Supplement program. RSS provides Medicaid eligible individuals who have been determined to have an appropriate level of care with an income supplement to allow the purchase of appropriate care from approved RSS residential facility providers.

II.

RESPONSIBILITIES OF THE OHIO DEPARTMENT OF HUMAN SERVICES

- A. ODHS will provide ODA access to Medicaid eligibility information on an on-going basis on magnetic media. ODHS will provide ODA any data regarding all Medicaid expenditures for current or previously eligible HCBS waiver clients. ODA will be responsible for insuring the confidentiality of this information and will utilize it only to determine eligibility for Medicaid reimbursement of service claims. ODHS, on a monthly basis, will provide ODA in magnetic media and/or a paper report, the current MMIS status of HCBS waiver providers.
- B. ODHS shall complete and submit FFP claims for HCBS waiver Medicaid reimbursable activities.

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- C. ODHS shall complete and submit the annual report on HCBS as specified by HCFA (currently Form HCFA 372) for HCBS waivers.
- D. ODHS ~~will~~ ^{will} ~~conduct~~ ^{conduct} ~~program~~ ^{periodic} reviews of ODA to review the performance of Screening and Evaluation, Assessment, Administrative Case Management, General Administration activity, HCBS waiver activity, or any other activity associated with the terms and conditions of this Agreement.
- E. ODHS ~~will~~ ^{will} ~~perform~~ ^{perform} ~~quality assurance~~ ^{quality assurance} reviews of ODA, PAAs and providers of Medicaid reimbursable activities and non-Medicaid reimbursable activities designated in this Agreement.
- F. ODHS will utilize its client payment disbursement system for Residential State Supplement payments. These payments will only be authorized upon the combination of client eligibility through PAA placement activity and a CDHS Medicaid eligibility determination. ODHS will also utilize its CDHS system to identify and collect RSS overpayments. ODHS collection activities are limited to voluntary repayments, collection agreements, and grant reductions. Neither ODHS nor the CDHS can seek court judgements on RSS overpayments.
- G. ODHS will utilize its state hearings system as specified in OAC 5101:6 et seq. to hear appeals of Residential State Supplement clients who believe they have been adversely affected by either CDHS or PAA activity. When needed, ODHS can compel the attendance of PAA personnel to provide testimony.
- H. ODHS will review any provider applications submitted by ODA to the Provider Enrollment Section. ODHS will inform ODA of the approval or disapproval of the submitted application within thirty (30) days of the ODHS' receipt of the complete provider application.

III.

RESPONSIBILITIES OF THE OHIO DEPARTMENT OF AGING

- A. Management of PAA Screening and Evaluation, PAA Assessment, PAA Administrative Case Management and PAA General Administration Activities
1. ODA shall direct, with the approval of ODHS, all PAA tasks and responsibilities related to the performance of:
 - a. PAA Screening and Evaluation of individuals of any income who are considering nursing facility placement or admission to HCBS waivers.
 - b. PAA Assessments of individuals who are seeking long term care services, admission to a Medicaid Certified Nursing Facility, or enrollment in the PASSPORT HCBS waiver.
 - c. PAA Administrative Case Management activities for enrollees of HCBS waivers, and for RSS enrollees.
 - d. The certification, enrollment and oversight of service providers of HCBS waivers, including quality assurance activities.
 2. ODA shall direct, with the approval of ODHS, all PAA tasks and responsibilities related to the determination of the need for, and coordination of the delivery of core home care services covered under the Ohio Home Care Program to HCBS waiver enrollees.
 - a. ODA, in collaboration with the PAAs, shall develop the protocols for authorizing the provision of core home care services.
 - b. ODA shall assure that all PAAs are consistent in their application of the protocols when authorizing core home care services.

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- c. ODA shall assure that all core home care services are provided by Medicare-certified home health agencies.
- d. ODA shall assure that all core home care services are included in the service plan developed by the PAA. This shall serve as documentation that the PAA has approved the provision of core services in accordance with the established protocols.

- 3. ODA shall ensure, through its role as manager of PAA activities, that the PAA's performance of these activities complies with the following in order of precedence: federal Medicaid regulations; Ohio's HCBS waivers; the Burkett v. Barry Consent Decree; ODHS Administrative Rules; the terms and conditions of this Agreement; ODA OAC rules, and the ODA PASSPORT operations policy.

B. PASSPORT MIS Re-design and Implementation Advanced Planning Document

- 1. ODA shall use HCFA Publication 15-1 guidelines for all hardware purchases associated with the Implementation Advanced Planning Document (IAPD). ODA shall identify project costs as a separate line item on both the monthly PAA and ODA consolidated billings (ISTV). The costs shall be allocated on a cash basis according to the cost allocation methodology approved in the IAPD.
- 2. ODA shall prepare and submit IAPD quarterly reports to ODHS by the end of the calendar month following the close of each quarter. ODHS shall send the quarterly reports to HCFA within 10 calendar days of receipt of such reports. ODHS shall coordinate any HCFA correspondence related to the IAPD quarterly reports and ODA shall submit any required information to ODHS and/or HCFA upon request from either agency.
- 3. ODA agrees that any costs identified as part of the IAPD that are disallowed through audit or HCFA mandate shall be borne by ODA. Any disallowances by HCFA shall be deducted from the next monthly and subsequent ISTVs submitted by ODA until the disallowances are reduced to zero dollars.

C. Additional Terms And Conditions

- 1. ODA shall provide ODHS with any data required for HCFA reports related to the performance of activities reimbursed through this Agreement. ODA shall provide ODHS the requested data in a timely manner in a format specified by ODHS.
- 2. ODA shall provide ODHS any necessary paid claims information for audit or settlement purposes. Paid claims information shall be provided on a PAA site-specific basis.
- 3. ODA acknowledges that ODHS supervises, and the CDHS administers, the determination of Medicaid financial eligibility. ODHS retains responsibility for promulgating necessary OAC rules governing determination of Medicaid financial eligibility and enrollment of individuals into HCBS waivers.
- 4. ODA shall assure that quality assurance reviews shall be conducted of all PAAs and providers of Medicaid reimbursable and non-Medicaid reimbursable activities.

IV.
COMPENSATION

A. ODHS agrees to reimburse ODA upon receipt of correctly invoiced and prepared ISTVs, in accordance with the following:

1. Interim Payments

- a. ODA shall provide ODHS with invoices reflecting the following cost categories:

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- I. ODA Administration;
- ii. PAA Screening and Evaluation;
- iii. PAA PAS;
- iv. PAA Assessment;
- v. PAA Administrative Case Management;
- vi. PAA General Administration; and
- vii. MIS Redesign.

Invoices shall be on forms and on a schedule specified by ODHS, and shall include supporting documentation as specified by ODHS. Additionally, ODA shall be required to submit the monthly reports (along with proper invoice and ISTV) to ODHS within 90 days following the end of each month.

- b. ODA Administrative costs shall be allocated to Medicaid reimbursable costs based upon methodologies in adherence with HCFA guidelines contained in HCFA Publication 15-1, Chapter 23, Section 2313.2(E).

PAA Screening and Evaluation, PAA PAS, PAA Assessment, PAA Administrative Case Management and PAA General Administration costs shall be allocated to Medicaid reimbursable costs based upon the following methodologies:

1. All expenses related to payroll shall be allocated based upon time studies;
2. All expenses related to building services and movable equipment shall be allocated by means of occupied square footage, and;
3. The remainder of expenses shall be allocated using either of the methods described above, or by assigning the expense on a cost-to-cost basis when possible.

- c. ODA shall invoice ODHS for costs specified in Article IV. A.I.a. ODHS shall make interim payment to ODA for the federal share of allocated allowable costs only. ODHS shall review each invoice and approve the reimbursable share for payment.
- d. ODHS shall process interagency funds transfers to the account specified by ODA, and transfer the federal share of Medicaid funds according to the terms and conditions of this Agreement.
- e. The federal matching rates for PAA Screening and Evaluation activity and for PAA Assessment activity shall be at the rate applicable to skilled medical personnel and direct support staff, to the extent such a rate is allowed by HCFA. At the time this Agreement is entered into, the skilled medical personnel matching rate is 75% federal and 25% state share. All PAA Screening and Evaluation and Assessment activity that is allowable and qualifies as PAS activity shall be at the matching rate applicable for Medicaid PAS activity, which at the time this Agreement *is* entered into is 75% federal and 25% state share. The matching rates for ODA Administration, PAA Administrative Case Management, PAA General Administration, and other Screening activity shall be at the rate applicable to Medicaid Administration, which at the time this Agreement is entered into is 50% federal and 50% state share. If any of these costs or any portion of these costs qualify for a higher federal matching share, those higher amounts shall be used. "ODHS and ODA agree to work toward a single monthly submission of the ISTV that will eliminate the need for resubmissions involving skilled medical personnel. ODA will become current on its resubmissions to ODHS during SFY 1999. Beginning no later than July 1999, ODA will submit initial claims involving skilled medical professionals at the highest rate

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allowed by HCFA (currently 75% federal and 25% state share). ODHS will continue to process any outstanding claims, providing ODA submits these claims to ODHS within five quarters of the initial date of the claims.

2. Reimbursement For Service Claims for HCBS Waiver Services

- a. ODA shall exclusively submit to ODHS all service claims for HCBS waivers that have been voluntarily assigned to ODA by the provider. These claims shall be submitted on a magnetic media format prescribed by ODHS and be accompanied by an ISTV to permit for interagency funds transfer.
- b. ODHS shall process the magnetic media claims through the Medicaid Management Information System (MMIS) for HCBS waiver services. The claims will be subject to all appropriate validation, recipient eligibility and pricing edits. Claims submitted after 12 months will also be subject to these edits, and will be processed in accordance with Article IV.A.2.d. Both a magnetic media and a paper report of all claim payments will be provided to ODA. These reports will identify all claims accepted for payment, all claims denied, and the reasons for any claims denied.
- c. ODHS shall process interagency funds transfers to the account specified by ODA, and transfer the federal share of Medicaid funds for service claims determined by ODHS to be allowable.
- d. ODHS shall not make payment for service claims initially submitted to ODHS by ODA more than 365 days after the date of service unless one or more of the following provisions apply:
 - i. When the claim submittal is delayed due to the pendency of either an administrative hearing decision by ODHS of an eligibility determination by a CDHS. Payment shall be made if the claim is submitted to ODHS within 180 days of the date of the administrative decision or eligibility determination by the CDHS.
 - ii. When the claim submittal is delayed due to the coordination of benefits with Medicare and/or third party payers. Payment shall be made if the claim is submitted to ODHS within 180 days of the adjudication of the claim by the other payers.
 - iii. When the claim submitted has been denied and the resubmission of the claim is within 180 days from the date the claim is denied. When multiple rejections of a single claim occur, all transaction control numbers must be identified on the resubmission.
- e. ODHS shall not make payment to ODA or the PAAs for core home care services provided under the Ohio Home Care Program. Reimbursement shall be made directly to the provider upon direct billing to ODHS.
- f. ODA shall seek appropriation by the Ohio General Assembly of the required state matching share and reimburse HCBS waiver providers or their designees. ODHS shall specify to ODA the required state and federal share matching rate.

3. Cost Allocation, Financial Audits, Reconciliation and Final Settlement

- a. ODA's Administrative costs including, but not limited to, those associated with the HCBS waiver and the Ohio Home Care Program are only Medicaid reimbursable to the extent those costs support the PAA's Medicaid reimbursable Screening and Evaluation, Assessment, Administrative Case Management and General Administration activities. Therefore, ODA administrative costs under the terms of this Agreement and exclusively for Medicaid activity, shall be allowable ODA PASSPORT administrative costs within a contract year allocated based

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on time studies in adherence with HCFA guidelines contained in HCFA Publication 15-1, Chapter 23, Section 2313.2(E).

- b. ODA shall provide ODHS with final cost reports for ODA's costs and each PAA's costs. The final cost reports shall be supplied in a format and on a schedule approved by ODHS. If ODA fails to submit final cost reports for ODA or for any PAA within 120 days of the close of the state fiscal year, or 90 days after ODHS provides an approved format, whichever is later, ODHS shall withhold 10 percent of each monthly interim payment due ODA until all costs reports have been submitted. In extenuating circumstances, ODA may request extensions of the final cost report submission deadline through a written request to the ODHS, Bureau of Medicaid Policy, Hospital Unit. When an extension has been granted by ODHS, the late reporting penalty will be waived for the period of the extension.
- c. ODHS shall perform financial audits of ODA and each PAA to review compliance with federal and state regulations and the terms and conditions of this Agreement. ODHS will complete the financial audits of ODA and each PAA within six years after the submission of final cost reports.
- d. Reconciliation of ODA's and the PAAs' actual, allowable audited costs to the reimbursements and interim payments made to ODA by ODHS under this Agreement shall occur after completion of ODHS audits on ODA and the PAAs.
- e. Upon final reconciliation, ODHS shall determine a final settlement and notify ODA of any overpayments or under payments. If any overpayment occurs, ODA shall remit to ODHS through an ISTV the amount of overpayment within the same federal fiscal quarter in which ODHS reports the identified overpayment to HCFA. If an underpayment occurs, ODHS shall remit to ODA through an ISTV the amount of the underpayment within the same federal fiscal quarter in which ODHS reports the identified underpayment to HCFA.
- f. ODHS shall decline to make payment for outstanding services if ODA or any PAA fails to provide information or access for financial audits as specified in federal regulations, OAC or the terms and conditions of this Agreement.

B. Payments for any and all services provided pursuant to this Agreement are contingent upon the availability of federal funds under Medicaid. If the Ohio General Assembly, the federal government, or any other source at any time disapproves or ceases to continue funding ODHS for payments due hereunder, this Agreement is terminated as of the date funding expires without notice or further obligation of ODHS except that ODHS will, subsequent to termination, provide written notice in accordance with Article V. B.2.

C. Payments for any and all services provided pursuant to this Agreement are contingent upon the availability of federal funds under Medicaid. If the Ohio General Assembly, the federal government, or any other source at any time disapproves or ceases to continue funding ODA for payments due hereunder, this Agreement is terminated as of the date funding expires without notice or further obligations of ODA except that ODA will, subsequent to termination, provide written notice in accordance with Article V.B.2.

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

E. All obligations in this Agreement are further subject to approval by HCFA. If ODHS receives notice that the Agreement is not approved, this Agreement is terminated pursuant to Article V. B.

V. GENERAL PROVISIONS

A. Effective Dates

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This Agreement shall become effective on July 1, 1998, and shall remain in effect through June 30, 1999, 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 ODA 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 Aging, 50 West Broad Street, 9th Floor, Columbus, Ohio 43215-5928.
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 V. 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, ODA 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. ODA 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.

ODA agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that ODA complies with all applicable federal and state non-discrimination laws. ODA shall, in all solicitations or advertisements for employees placed by or on behalf of ODA, 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. ODA 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

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 agree to be bound by the same standards of confidentiality that apply to the employees of either party and the State of Ohio. The terms of

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this section shall be included in any subcontracts executed by either party for work under this Agreement. ODA specifically agrees to comply with state and federal confidentiality laws and regulations applicable to the programs under which this Agreement is funded which include, but are not limited to, 42 CFR 431.300 through 42 CFR 431.306. ODA is responsible for obtaining copies of all ODHS rules governing confidentiality and for assuring compliance with the rules by employees and contractors of ODA.

G. Compliance with Federal and State Laws, Rules and Regulations

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

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

All records relating to costs, work performed and supporting documentation for invoices submitted to ODHS by ODA along with copies of all deliverable submitted to ODHS pursuant to this Agreement shall be retained and made available by ODA for audit by the State of Ohio (including, but not limited to ODHS, 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 six years after final settlement under this Agreement. If an audit is initiated during this time period, ODA shall retain such records until the audit is concluded and all issues resolved.

J. Audit Exceptions

1. ODHS 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 ODHS funding of the Agreement. ODHS shall timely notify ODA of any adverse findings which allegedly are the fault of ODA. Upon receipt of notification by ODHS, ODA shall fully cooperate with ODHS and timely prepare and send to ODHS its written response to the audit exception.
2. ODA shall be liable for any audit exception that results solely from its acts or omissions in the performance of this Agreement. ODHS 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 the audit exception results from the acts or omissions of both ODHS and ODA, then the financial liability for the audit exception shall be shared by the parties in proportion to their relative fault. In the event of a dispute concerning the allocation of financial liability for audit exceptions, the parties agree that the dispute shall be referred to the Office of the Governor for a final, binding determination which allocates financial liability.
3. For the purpose of this section the term "audit exception" shall include federal disallowances and deferrals.

K. Liability Requirements (other than audit)

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 agreement. 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.

L. Resolution of Disputes

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The agencies agree that the directors of the agencies 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 the disputes, they shall be referred to the Office of the Governor for a final, binding determination resolving the dispute.

M. Child Support Enforcement

ODA agrees to cooperate with ODHS and any Ohio Child Support Enforcement Agency (CSEA) in ensuring employees of ODA meet child support obligations established under state law. Further, by executing this Agreement, ODA 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.

N. Drug-Free Workplace

By executing this Agreement, ODA certifies and affirms that, as applicable to ODA any subcontractor and/or independent contractors (including all field staff associated with the project) agree to comply with all applicable state and federal laws regarding a drug-free workplace. ODA shall make a good faith effort to ensure that all ODA 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.

O. Public Assistance Work Program Participants

By executing this agreement, ODA 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.

P. Other Requirements

ODHS shall provide designated ODA staff with access to the ODHS computer system known as the Client Registry Information System Enhanced, or CRIS-E, ODA agrees to comply with all ODHS security requirements for CRIS-E. Specifically, ODA shall not permit any electronic device to be connected to a CRIS-E computer terminal on ODA's premises that could allow an unauthorized user to access CRIS-E in violation of ODHS security requirements.

Q. Prior Interagency Agreements

The agencies agree that to the extent they have entered into Interagency Agreements which conflict with the services, duties or responsibilities hereunder, such Interagency Agreements are terminated effective upon the date this Agreement is executed. The previous Agreement, attached hereto as Appendix A, is hereby terminated effective upon the date this Agreement is executed or if federal approval is required, termination will be effective upon receipt by ODHS of federal approval.

R. 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.

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APPROVED BY:

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