

**INTERAGENCY AGREEMENT AMENDMENT****Amendment No. 1**

A-94-07-180

1. Amendment to interagency agreement between the Department of Human Services, State of Ohio (hereinafter referred to as "ODHS") and Ohio Department of Health (hereinafter referred to as "ODH"; dated June 29, 1993.
2. (a) Article II of the agreement is hereby amended to read as follows:
  1. **ODHS** shall require county departments of human services staff to identify participants potentially eligible for **WIC** services and to refer them using the Combined Programs Application (CPA). Special attention shall be given to children with handicapping conditions in order to assure their access to primary and preventive health care.
  2. **ODHS** shall operate the Helpline and use the information provided by **ODH** about the **WIC** program for the ongoing operation of the Helpline and **ODHS** shall refer to **ODH** unresolved Helpline questions needing Bureau of WIC follow-up. **ODHS** shall share with **ODH** information on and evaluation of the Helpline. **ODHS** shall provide monthly Helpline activity summary reports. In addition, **ODHS** shall submit a fiscal report, which also is due by August 31 of each year that this agreement is in effect, that details how the money paid by **ODH** to **ODHS** Article V., paragraph 1. of this agreement was expended. These reports shall be sent or personally delivered to the Chief, Bureau of WIC, 131 N. High Street, 5th Floor, Columbus, Ohio 43215.
  3. **ODHS** shall provide **ODH** with current information about Medicaid eligibility, services, and policies on a regular basis.
  4. **ODHS** shall provide **ODH** with a listing of local HEALTHCHEK and At-Risk Pregnancy Services coordinators twice yearly.
  5. **ODHS** shall include with the clients' Medicaid cards periodic messages regarding the WIC program.
- (b) Article III of the agreement is hereby amended to read as follows:
  1. **ODH** shall require local **WIC** projects 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.
  2. **ODH** shall keep all local **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, infants and children.
  3. **ODH** shall provide **ODHS's** Medicaid program with updated lists of local **WIC** projects, project directors, addresses, phone numbers, and the assigned Program Operations Consultants twice each year.

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4. ODH shall provide ODHS twice a year with a report of the number of WIC clients who are potentially eligible for Medicaid and who are served at each clinic site.
5. ODH shall require the local WIC projects to have information regarding Healthy Start, At-Risk Pregnancy Services Program, and HEALTHCHEK, and the information shall include the address and phone number of the county department of human services, and the Helpline phone number.
6. ODH shall provide ODHS with such information necessary to maintain accurate information about local WIC projects for use by Helpline employees and shall further assist ODHS in the evaluation and monitoring of the Helpline service.
7. ODH shall provide ODHS with information about policies governing the WIC program on a regular basis.

(c) Article V, Paragraph 1 of the agreement is hereby amended to read as follows:

1. ODH and ODHS agree as follows:

- a. Expressly contingent upon a subsequent and separate agreement as to the amount to be transferred between the Director of ODH and the Director of ODHS for the state fiscal year in question and upon proper invoicing and the preparation of an Intra-State Transfer Voucher (ISTV), ODH shall transfer to ODHS the amount agreed to by the Directors, which amount ODHS shall use for the Helpline described in Article II, paragraph 2 of this agreement;
- b. ODHS shall submit for prior approval a proposed budget which details the planned expenditure of funds for the operation of the Helpline to ODH's WIC program and Office of Financial Affairs;
- c. ODH shall not pay the amount specified in Article V., paragraph 1 a. to ODHS until the Director of ODH and the Director of ODHS agree as to the amount. Once agreement is reached, ODH shall pay the amount within ninety (90) days after the receipt of a properly completed ISTV and ODH's prior approval of ODHS's budget for the expenditure of the money; and
- d. ODHS shall return to ODH, within ninety (90) days after the end of the state fiscal year, any amounts transferred to it pursuant to this paragraph that have not been expended by the end of the state fiscal year for the Helpline referenced in Article II., paragraph 2.

(d) The last sentence of Article VI., Paragraph 2 a., of the agreement is hereby amended to read as follows:

In addition, if ODH and ODHS cancels this agreement prior to the last effective day of the agreement, ODHS shall return to ODH any amounts transferred to ODHS that have not been expended for the Helpline referenced in Article II., paragraph 2.

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3. All other terms of the Agreement are hereby affirmed.

OHIO DEPARTMENT OF HEALTH

Peter Samani  
Signature

4-4-1994  
Date

OHIO DEPARTMENT OF HUMAN SERVICES

Arnold R. Tompkins  
ARNOLD R. TOMPKINS, Director

4/8/94  
Date

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~~Increased use of Medicaid by local health departments, public health agencies, and other agencies serving mothers, infants and children.~~

4. ODH shall provide ODHS's Medicaid program with updated lists of local WIC projects, project directors, addresses, phone numbers, and the assigned Program Operations Consultants twice each year.
5. ODH shall provide ODHS twice a year with a report of the number of WIC clients who are potentially eligible for Medicaid and who are served at each clinic site.
6. ODH shall require the local WIC projects to have information regarding Healthy Start, At-Risk Pregnancy Services Program, and HEALTHCHEK, and the information shall include the address and phone number of the county department of human services, and the Helpline phone number.
7. ODH shall provide ODHS with such information necessary to maintain accurate information about local WIC projects for use by Helpline employees and shall further assist ODHS in the evaluation and monitoring of the Helpline service.
8. ODH shall provide ODHS with information about policies governing the WIC program on a regular basis.

IV.  
RESPONSIBILITIES OF BOTH PARTIES

1. Both parties shall assist their respective local agencies in carrying out the provisions of this agreement by providing training and technical assistance in the development of a local plan which addresses the provision of health services to women, infants, and children.
2. Both parties shall participate in the interagency review team to monitor the local agencies' coordination efforts, and to review the interrelationships formed to assure access to services for pregnant, postpartum, and breastfeeding women, infants, and children.
3. Both parties shall coordinate outreach, education and program promotion by:
  - a. Exchanging program literature at the state and local levels which explains the WIC 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 Helpline staff as needed.
4. ODH and ODHS program staffs shall continue to explore common issues and to participate as needed in meetings for joint planning. These include, but are not limited to: development of services in communities lacking comprehensive maternal and child health services, recruitment and retention of providers, maximizing federal financial participation, development of joint studies, and development of common data elements for program evaluation.
5. Representatives of ODH and ODHS shall meet upon request of either of the parties to review implementation of this agreement.
6. Both parties shall maintain representatives on committee, 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 ODHS HEALTHCHEK and Prenatal Advisory Committees, and MCH Consultant Group.
7. Both parties shall share management reports and program evaluation data on a regular basis.

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*see substitute page  
3B & 3C - article V  
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V.  
COMPENSATION

1. ~~ODH agrees to reimburse ODHS upon proper invoicing and preparation of an Intra-State Transfer Voucher (ISTV), as follows:~~
  - a. ~~ODH shall pay ODHS in each fiscal year that this agreement is in effect an amount mutually to be agreed upon in writing by the directors of each department to be used for the Helpline described in Article II., paragraph 2 of this agreement.~~
  - b. ~~ODHS shall submit for prior approval a proposed budget which details the planned expenditure of funds for the operation of the Helpline to ODH's WAG program, and~~
  - c. ~~Once the amount is mutually agreed upon by the directors, ODH shall pay the amount specified in Article V., paragraph 1a. of this agreement within ninety (90) days after receipt of a properly completed ISTV and ODHS's prior approval of ODHS's budget for expenditure of the money.~~
2. ~~Payments for any and all services provided pursuant to this agreement are contingent upon the availability of state and/or federal funds under the Medicaid and/or the WIG Grant. If the Ohio General Assembly, the federal government, or any other funding source at any time disapproves or ceases to continue funding ODHS and/or WIG for payments due hereunder, this agreement is canceled immediately as of the date funding expires, notwithstanding the advance notice provisions contained in Article VI., paragraph 2a. The party whose funding has expired agrees to notify the other party at the appropriate address specified in Article VI., paragraph 2a. as soon as possible.~~

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

VI.  
GENERAL PROVISIONS

1. **Effective Dates**  
  
This agreement shall become effective upon its execution or on July 1, 1993, whichever is later, and shall remain in effect until June 30, 1995, subject to the cancellation and due appropriations provisions contained in the agreement.
2. **Termination by Notice**
  - a. 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, Bureau of WIC, 131 North High Street, 5th Floor, Columbus, Ohio 43215. Notice to ODHS shall be sent to the Director, ODHS, 30 East Broad Street, 32nd Floor, Columbus, Ohio 43266-0423. 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. In addition, if ODH or ODHS cancels this agreement prior to the last effective day of the agreement, ODHS shall return to ODH any amounts transferred to ODHS that have not been expended for the Helpline referenced in Article II., paragraph 2. and Article V., paragraph 1.
  - b. Notwithstanding the advance notice provisions contained in Article VI., paragraph 2a., 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 VI., paragraph 2a. 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.

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3. **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.

4. **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 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.

5. **Equal Employment Opportunity**

The parties agree that in the performance of this agreement or in the hiring of any employees for the performance of work under this agreement, the parties shall not by reason of race, color, religion, sex, sexual preference, age, handicap, national origin, Vietnam-era veteran's status, or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the agreement relates.

6. **Confidentiality of Information**

a. 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.

b. The parties assure that the use or disclosure of information obtained from the WIC 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 only for the purpose of conducting outreach to WIC and Medicaid program applicants and participants, establishing referral of WIC and Medicaid programs applicants and participants, establishing referrals to these programs, 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.

7. **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.

8. **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.

9. **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. Each party agrees to submit to the other party a summary report detailing the accomplishments of activities specified in this agreement by October 31 of each year this agreement is in effect.

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10. Audit Exceptions

- 1. ODH 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, State or ODH funding of this agreement. ODH shall timely notify ODHS of any adverse findings which allegedly are the fault of ODHS. Upon receipt of notification by ODH, ODHS will cooperate fully with ODH and timely prepare and send to ODH 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. 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 ODH and ODHS, 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.

11. Liability Requirements (other than audit)

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 agreements.

12. Resolution of Disputes

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

13. Child Support Enforcement

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.

14. 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.

15. Nonperformance

Each of the parties agree 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.

16. Incorporation by Reference

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

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 SUPERSEDES  
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APPROVED BY:

Arnold R. Tompkins  
ARNOLD R. TOMPKINS  
Director  
Ohio Department of Human Services  
30 East Broad Street, 32nd Floor  
Columbus, Ohio 43266-0423

DATE: 6/29/93

Peter Somani  
PETER SOMANI, M.D., Ph. D.  
Director  
Ohio Department of Health  
246 North High Street  
Columbus, Ohio 43266-0538

DATE: 6/29/93

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