

**ATTACHMENT A – MATERNAL AND CHILD HEALTH
INTERAGENCY AGREEMENT
BETWEEN
THE OHIO DEPARTMENT OF MEDICAID
AND
THE OHIO DEPARTMENT OF HEALTH**

A-1415-07-5452

RECITALS

The ODM Agreement Manager for purposes of this Attachment A to the Agreement is Icilda Dickerson, Section Chief, Bureau of Long Term Care Services and Supports, ODM, 50 West Town Street, Columbus, Ohio 43215; 614-752-3578; Icilda.dickerson@medicaid.ohio.gov

The ODH Agreement Manager for purposes of this Attachment A to the Agreement is Karen Hughes, Chief, Division of Family and Community Health Services, Ohio Department of Health, 246 North High Street, Columbus, Ohio 43215, 614-644-4718; Karen.Hughes@odh.ohio.gov

ARTICLE I. PURPOSE

The purpose of this Attachment A is to coordinate health services and conduct outreach, program eligibility, and payment for services for Ohio citizens, as defined and specified in 42 USC 701, *et seq.*, and 7 CFR Part 246.

- A. This Attachment A to the Agreement is entered into to implement the following provisions:
1. Under ORC 3701.027, ODH is the designated state agency for implementation of the Title V Maternal and Child Health Services Block Grant, 42 USC 701, *et seq.*, as amended, and has established the Division of Family and Community Health Services for this purpose and for the purpose of ensuring the provision of maternal and child health programs at the state and local level.
 2. Under 42 USC 705(a)(5)(F), ODH must execute interagency coordination agreements with other state-level agencies involved in the state's maternal and child health programs.
 3. Under 42 USC 1396a(a)(5) and ORC 5111.01 (renumbered ORC 5162.03 effective 9/29/13), ODM is the designated state agency for implementation of Title XIX and Title XXI programs and must execute an interagency agreement with the state Title V agency as required by 42 USC 1396a(a)(11).
 4. Under ORC 5111.01, ODM 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 and Title XXI programs.
 5. Under ORC 3701.132, ODH is the designated state agency for implementation of the Special Supplemental Nutrition Program for Women, Infants and Children (the WIC Program) enacted by amendments to the Child Nutrition Act of 1966, 42 USC 1786, *et seq.*, as amended.
 6. Under 7 CFR 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.

7. Under 7 CFR 246.26(h)(3), the WIC program is required to execute written agreements with other public organizations which administer health and human services programs that serve persons categorically eligible for the WIC program.
 8. ODH is the designated state agency responsible for implementation of the Part C. Infants and Toddlers with Disabilities, of the Individuals with Disabilities Education Act (IDEA), 34 CFR Part 303, 303.142, and has established the Bureau for Children with Developmental and Special Health Needs for this purpose and for the purpose of ensuring the provision of early intervention services to eligible infants and toddlers and their families through the Help Me Grow (HMG) system at the state and local level.
 9. Under 34 CFR Part 303, 303.174, ODH is required to develop interagency agreements with other public health organizations administering programs and services that serve infants and toddlers eligible for Part C services and their families. These agreements define roles and responsibilities within the state's Part C system, including assignment of financial responsibility and methods for dispute resolution.
- B. The implementation of this Attachment A to the Agreement shall be guided by the following objectives:
1. To support the accomplishment of the objectives of the State Maternal and Child Health Services Block Grant, the Early Childhood Comprehensive Services plan, IDEA Part C services, Coordinated School Health Program,, Physical Activity, Nutrition and Tobacco, YRBS, Reproductive health and Wellness Program (including Title X) and other programs administered by ODH .
 2. To increase public awareness of the need for personal health care services for women, children, and adolescents under 21 years of age.
 3. To conduct outreach to ensure that eligible women, children, and adolescents under 21 years of age receive access to health care coverage and receive needed health services and to ensure that ODH and ODJFS serve their common population.
 4. To make available health services statewide that meet the requirements of the Title V Maternal and Child Health Services block grant, WIC, IDEA Part C, Early Intervention, and Title XIX Medicaid programs.
 5. To coordinate the exchange of information and referral between local Child and Family Health Services, WIC, RHWP and HMG programs; ODH's Offices of Primary Care and Rural Health and local health departments; and Ohio Medicaid programs for the purposes of outreach, eligibility determination, and verification of outcome of referral.
 6. To maximize the efficient use of federal and state funds for the provision of health services to women, and men of reproductive age, children, adolescents under 21 years of age.
 7. To participate actively in the planning and implementation of services for women of reproductive age; pregnant, postpartum, and breastfeeding women; and infants, children, and adolescents under 21 years of age, including Children with Special Health Care Needs (CSHCN).
 8. To share the goal of interdepartmental cooperation in coordinating and implementing interagency systems for serving women of reproductive age; pregnant, postpartum, and breastfeeding women; and infants, children, and adolescents under 21 years of age, including CSHCN.
 9. To improve, expand, and maximize the efficiency and effectiveness of existing resources and services for women and men of reproductive age, pregnant, postpartum and breastfeeding women; and infants, children, and adolescents under 21 years of age. Each party intends to continue its present services while moving toward a more integrated service delivery system as permitted by the program's respective regulations. 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; and infants, children, and adolescents under 21 years of age, including CSHCN.
10. To clarify issues, define problems and propose alternatives related to promoting a statewide system of coordinated and comprehensive health services to eligible women and men of reproductive age; pregnant, postpartum, and breastfeeding women; and infants, children, and adolescents under 21 years of age, including CSHCN.
 11. To increase public awareness of the need for health care coverage; to encourage HIV testing; to provide developmental screenings to include vision, hearing and lead poisoning; and to provide nutritional assessment and education, and food supplementation to nutritionally at-risk pregnant, postpartum, and breastfeeding women; and infants, children, adolescents under 21 years of age.
 12. To maximize the efficient use of federal and state funds, including federal financial participation and Medicaid Administrative Match, for the provision of services to women of reproductive age; pregnant, postpartum, and breastfeeding women; and infants, children, and adolescents under 21 years of age, including but not limited to CSHCN.
 13. To coordinate the exchange of information between the parties for the purpose of comprehensive health status screening, evaluation, and assessment, health services assurance, and health policy development.

ARTICLE II. RESPONSIBILITIES OF ODM

- A. ODM agrees to:
1. Require CDJFS staff to identify participants potentially eligible for the WIC, Maternal and Child Health programs and to refer them to the appropriate program using the CPA ODJFS 7216 by original, copy or facsimile. Special attention shall be given to the timely referral of children with or at risk for developmental delays or disabilities in order to promote their access to primary and preventive health care.
 2. Make available to DFCHS and HIV Care Services Program staff in the Division of Prevention (DOP) the MMIS online application/recipient eligibility subsystem.
 3. Provide technical assistance to ODH's DFCHS for Medicaid eligibility and the Healthchek and PRS Services, as requested, particularly when changes are proposed or occur, or when relevant audit findings reveal interpretation or practice conflicts.
 4. Provide ODH with information necessary to maintain accurate information about ODJFS programs for use by ODH Helpline employees.
 5. Provide ODH with an electronic file of the CPA whenever the form is revised so that ODH can print its supply of the form. ODM will provide the CPA in any alternate language developed by ODJFS and will provide an electronic file for copying.
 6. Provide ODH with updated lists of local CDJFS addresses, telephone numbers, Healthchek and PRS Coordinators at least annually.
 7. Initiate, as appropriate, information sharing sessions that will inform ODH on proposed federal and state regulations, policy, forms and OAC rule changes, such as changes related to the CPA, Healthchek and Pregnancy Related Services. ODM will participate in the information sessions facilitated by ODH.
- B. In accordance with CFDA requirements, ODM will monitor the activities of ODH to ensure its compliance with program and administrative requirements. In this role, ODM may:
1. Perform fiscal or compliance reviews to determine accuracy and appropriateness of ISTVs, making adjustments to ISTVs in accordance with any resulting review findings.

2. Request a CAP for monitoring review findings and shall determine if ODH takes appropriate and timely corrective action.
3. Consider whether ODH's CAP meets the requirements necessary to correct finding(s).

ARTICLE III. RESPONSIBILITIES OF ODH

A. ODH agrees that it will:

1. Require CFHS and WIC programs to identify and refer to CDJFS those women, infants, and children served who are potentially eligible for services under the Ohio Medicaid program and assist them in applying for Medicaid using the CPA by original, copy or facsimile. CMH and HMG shall identify and refer to CDJFS those children with handicapping conditions who may be eligible for services under the Ohio Medicaid programs and assist them in applying for Medicaid, using the CPA by original, copy or facsimile. OPTIONS referral coordinators shall identify and refer to CDJFS those individuals who apply for services who are potentially eligible for Medicaid.
2. Keep all local CFHS, WIC, RHWP, and HMG caseworkers and CCHCs informed of Medicaid eligibility guidelines by publishing fact sheets approved by the Office of Ohio Health Plans 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 women and men of reproductive age and children. Prior to use, ODH will seek ODJFS approval of the fact sheets utilized to ensure that they accurately reflect recent revisions in the Healthchek rule.
3. Provide ODM, BPHPS at least annually with updated lists of local WIC and DFCHS programs, project directors, county HMG project directors, OPTIONS referral coordinators, CMH field nurse consultants, and CCHC with addresses and phone numbers.
4. Require local CFHS, HMG, and WIC programs to have information regarding Healthy Start, PRS, and Healthchek Services, and the ODH Helpline and Ohio Medicaid Consumer Hotline telephone numbers available for clients, including the address and telephone number of the CDJFS. Each entity that distributes or accepts the CPA shall prominently post the Healthchek Poster in a conspicuous place for their consumers to view in accordance with ORC 5111.016.
5. Operate the ODH Helpline, using the information provided by ODM about ODM programs, referring to ODM unresolved ODH Helpline questions needing ODM follow-up.
6. Require that CFHS and CMH program providers and safety net primary care providers placed by ODH's Primary Care unit are Title XIX and Title XXI providers.
7. Provide ODM' BPHPS with electronically transmitted information about policies governing the DFCHS programs (e.g., WIC, CFHS, RHWP, and HMG) on a regular basis.
8. Ensure that the CMH and HMG programs shall not be payers for services eligible for payments by ODJFS programs (e.g., Medicaid) to ensure the CMH and HMG programs do not supplement/supplant payments made by Title XIX ODM programs, in accordance with ORC 3701.023(F).
9. Notify ODM of any significant reimbursement policy and/or program change which will impact Medicaid claims payment or coverage.
10. Initiate, as appropriate, information sharing sessions that will inform ODM on proposed federal and state regulations, policy, forms and OAC rule changes, such as changes related to the CPA, and maternal and child health programs for consumers eligible for Healthchek and Pregnancy Related Services. ODH will participate in the information sessions facilitated by ODM.

11. Provide a listing of dates and places of meetings related to the MCH Grant, HMG, WIC, BCMH and any other children and pregnant women related meetings on a bi-monthly basis to the ODM Agreement Manager. This must be done in order to arrange for attendance by OHP staff to encourage a more collaborative atmosphere between the two agencies.
12. Grant secure access to ODH, through the Ohio Public Health Data Warehouse to specific individuals at the Ohio Department of Medicaid (ODM) for access to all data fields contained in the attached files. The information will be used to link ODM eligibility and claims data to vital statistics birth records for: 1) producing the CHIPRA Low Birth Weight measure (Percent of Live Births Weighing Less Than 2,500 Grams) according to the national methodology which requires use of the vital statistics data; 2) identifying women with a high risk pregnancy or women who are at risk for a poor pregnancy or poor birth outcome due to a prior poor birth outcome or preterm birth, and/or complex medical condition; and 3) tracking/trending Medicaid infant mortality, as well as preterm births across time and counties, identified in Exhibit A to this Attachment.

As ODM's contractor, the External Quality Review Organization (EQRO) will use the vital statistics data to perform the linkage between the birth certificate and Medicaid identifiers in Medicaid claims and eligibility data. In addition, ODM will share individual-level information to identify mothers who are at high risk due to a prior poor birth outcome or preterm birth, and/or complex medical condition (including flags to indicate the type of risk) with the Medicaid managed care plans (MCPs) that are contracted with ODM to provide services to Medicaid consumers. The Medicaid MCPs will only receive data for consumers currently enrolled in the MCP. Medicaid MCPs must implement mechanisms to target women with a high risk pregnancy or women who are at risk for a poor pregnancy or poor birth outcome due to a prior poor birth outcome or preterm birth, and/or complex medical condition or social/behavioral risk factors to offer enhanced prenatal care services for those women who are pregnant, as well as inter-conception care strategies for those who are not pregnant.
13. Sign-up on the appropriate websites and lists to be notified of ODM clearance reviews.
14. Provide copies of death certificates to ODM, or its identified contractors, no later than five calendar days after receipt of request, utilizing a process to be agreed upon by both parties.

ARTICLE IV. RESPONSIBILITIES OF BOTH PARTIES

- A. Both parties shall assist their respective local agencies in carrying out the provisions of this Agreement by providing training and technical assistance and promoting improved health services for women and men of reproductive age and children. Both parties will issue a cover letter co-signed by the respective Division Chiefs to their respective local agencies announcing that the Interagency Agreement is signed and the location where the Interagency Agreement can be found.
- B. Both parties shall coordinate outreach, education, and program promotion by exchanging program literature explaining operation of the Medicaid and DFCHS programs at state and local levels (including the jointly developed "Help Me Grow Wellness Guide" and other developmental materials); having reciprocal training and/or speaking engagements as necessary for state, regional, and local staff; developing joint outreach, public relations programs, and/or promotional materials for programs administered by ODH and/or ODM (including, at a minimum, HMG and Medicaid eligibility outreach efforts); and participating in training and program orientation for the ODH Helpline staff as needed.
- C. Both parties, for purposes of meeting the goals contained in Section B of this ARTICLE IV, shall require their respective local agencies to provide their program participants' current eligibility status.
- D. ODH and ODM program staff shall continue to explore common issues and participate as needed in meetings for joint planning. These common issues include, but are not limited to, development of plans and strategies to enroll all potentially eligible Ohioans in Medicaid; development of services in communities lacking comprehensive maternal and child health services; analysis of Health Professional Shortage Areas; recruitment and retention of providers; development of joint studies; development of common data

elements for program evaluation; and development of procedures to ensure, as possible, that payments under the Medicaid and CMH programs are not duplicated, or that duplicate payments are identified and recovered. The departments are also committed to communicating upcoming actions that may affect the other in order to avoid unintended consequences.

- E. Representatives of ODH and ODM shall meet upon request of the other party to review implementation of this Agreement.
- F. Both parties shall maintain representatives on committees, task forces, or ad hoc work groups of their respective departments for the purpose of ensuring coordination of services, eliminating duplication and maximizing resources between the two departments as the opportunity arises. Examples include, but are not limited to, the CMH Medical Advisory Committee's subcommittees, Adolescent Health Advisory Group, HMG Advisory Council, Ryan White Part B Advisory Group, and Medicaid Outreach Advisory Group.

ARTICLE V. AMOUNT OF AWARD/AMOUNT OF SUBGRANT

- A. ODM agrees to reimburse ODH, upon proper invoicing and preparation of annual ISTVs for actual expenditures incurred and paid pursuant to responsibilities outlined in ARTICLES III and IV. The amount to be reimbursed shall not exceed Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) for State Fiscal Year (SFY) 2014, and Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) for SFY 2015, for a total not to exceed Seventy Thousand and 00/100 Dollars (\$70,000.00) for the Agreement period. All invoices shall indicate only the federal share of the cost of services provided. The State Match shall be provided by ODH. The total federal pass-through shall not exceed Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) for SFY 2014, and Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) for SFY 2015, for a total not to exceed Seventy Thousand and 00/100 (\$70,000.00) for the Agreement period, expressly for the above described outreach materials. The parties agree that no further reimbursement will be sought hereunder this Agreement.

All obligations under this Agreement are subject to the requirements of ORC 126.07.

- B. On an annual basis, ODH will submit one Intra-State Transfer Voucher (ISTV) to ODM in the amount of Thirty-Five Thousand and 00/100 Dollars (\$35,000.00), which serves as support for joint development of outreach materials – primarily the "Help Me Grow Wellness Guide".
- C. Subject to the provisions of ORC 126.07 and 131.33, which shall at all times govern this Agreement, ODM represents: (1) that it has adequate funds to meet its obligations under this Agreement; (2) that it intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and (3) that it will use its best effort to obtain the appropriation of any necessary funds during the term of this Agreement. However, it is understood by ODH that availability of funds is contingent on appropriations made by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding ODM for the payments due hereunder, this Agreement is terminated as of the date funding expires without further obligation of the State of Ohio.
- D. It is further understood by ODH that compensation under this Agreement may be based in whole or in part upon funding sources external to the State of Ohio (e.g., federal funding). Should the external source of the funding be terminated or reduced for reasons beyond the control of ODM or the State of Ohio, this Agreement shall terminate as of the date the funding expires without further obligation of the State of Ohio.