

# OHIO DEPARTMENT OF HUMAN SERVICES AND THE OHIO DEPARTMENT OF HEALTH INTERAGENCY AGREEMENT A-98-07-384

## 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 conducting a survey of the population of the State of Ohio including Medicaid, uninsured, and insured populations. The survey will assist in estimating the impact of Medicaid expansion; provide information on the transition of Medicaid eligible to other forms of insurance when they leave Medicaid; and compare the Medicaid population's health status, use of services, and satisfaction with insurance plan and delivery of health care with uninsured and commercially insured groups.

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

- A. Have Bureau of Medicaid Policy (BMP) staff participate with ODH management staff in oversight of project, including attendance at management meeting, review of work products, and providing guidance on Medicaid specific issues.
- B. Reimburse ODH upon proper invoicing and preparation of an intra-state transfer voucher the administrative rate of FFP for the services provided.

## III. RESPONSIBILITIES OF THE OHIO DEPARTMENT OF HEALTH

- A. Engage in contract with qualified vendor to perform work.
- B. Manage contract with vendor.
- C. Conduct periodic management meetings including BMP staff to oversee project.
- D. Develop questionnaire and survey design to meet the expectations of ODHS, including:
  - 1. Estimate the uninsured population by family income/poverty and age group (children/adult) for the entire state of Ohio. Estimates should include the number of persons that were uninsured at any time during the past twelve months, and the number of months they had no coverage.
  - 2. Estimate the medical (delayed care, unaffordable care, accessibility of care, catastrophic event) and financial consequences to the population while they were uninsured.
  - 3. Estimate the volume of transition in coverage, including: Medicaid to uninsured, uninsured to Medicaid, Medicaid to commercially insured, commercially insured to uninsured.
  - 4. Estimate the population (insured and uninsured) that is potentially eligible for Medicaid (currently, and under children's expansion plan) but not receiving benefits.

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5. Estimate the differences in health status, behavioral risk factors, utilization of health care services, satisfaction with insurance plan, and satisfaction with health care between Medicaid recipients and three other population sub-groups, including persons currently uninsured for the past 12 months, persons who had at least 1 to 11 months of no health insurance coverage in the past 12 months, and persons who were commercially insured for all of the past 12 months.
- E. Implement survey to capture sufficient sample size for each of the population sub-groups to detect significant differences in responses for health status, behavioral risk factors, utilization and satisfaction. Oversee vendor implementation of survey design.
- F. Weight survey data base to reflect sampling frame dimensions. Clean survey database.
- G. Provide initial frequency reports of survey responses.
- H. Provide analytical reports.
- I. Provide copy of survey database for use by ODHS research staff and external researchers.
- J. Complete Final Documentation and conduct wrap-up meeting with vendor.
- K. Bill ODHS for costs incurred in the administration of this program, including payments to contractor(s)
- only direct costs may be billed for full-time employees.
  - sufficient documentation must be submitted with the billing to justify the billed amount.
  - Office of Budget and Management Circular A-87 principles will be used for determining reasonable administrative costs.

#### IV. COMPENSATION

- A. ODHS agrees to reimburse ODH, upon proper invoicing and preparation of an Intra-State Transfer Voucher in accordance with the Appendix A which is incorporated as if fully rewritten herein
- B. Payments for any and all services provided pursuant to this agreement are contingent upon the availability of federal funds under the 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, paragraph B.2.
- C. All obligations in this agreement are subject to the requirements of Section 126.07 of the Ohio Revised Code.

#### V. GENERAL PROVISIONS

##### A. Effective Dates

*This agreement will become effective on July 1, 1997, or upon execution, whichever occurs later, and will remain in effect until 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 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 Ohio Department of Health, 246 North High Street, Columbus, Ohio 43266-0588.

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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., 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 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 shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or Vietnam-era veteran status. Such action shall include, but not be limited to the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

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

F. Confidentiality of Information

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 this section shall be included in any subcontracts executed by either party for work under this agreement. ODH 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 Section 1902(a)(7) of the Social Security Act, as amended, 45 CFR Section 205.50, 42 CFR Section 431 Subpart F, Chapters 1347. And 4731. Of the Revised Code, and Rule 5101:1-1-103 of the Administrative Code. ODH is responsible for obtaining copies of all ODHS rules governing confidentiality and for assuring compliance with the rules by employees and contractors of ODH.

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

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

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**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 ODH along with copies of all deliverables submitted to ODHS pursuant to this agreement shall be retained and made available by ODH 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 (6) years after final payment under this agreement. If an audit is initiated during this time period, ODH 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 audit of this Agreement as it pertains to ODHS funding of the Agreement. ODHS shall timely notify ODH of any adverse findings which allegedly are the fault of ODH. Upon receipt of notification by ODHS, ODH shall fully cooperate with ODHS and timely prepare and send to ODHS 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 result from the acts or omissions of both ODHS and ODH, 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.

**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**

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. Reporting Requirements**

ODH agrees to provide ODHS all necessary accounting documents showing the nature and extent of the amount of vaccine shipped to participating Medicaid providers as requested by Human Services.

**N. 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.

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**O. Drug-Free Workplace**

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

**P. Public Assistance Work Program Participants**

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

**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, including agreement A-94-07-135, are terminated effective upon the date this agreement is executed.

**R. Entirety of Agreement**

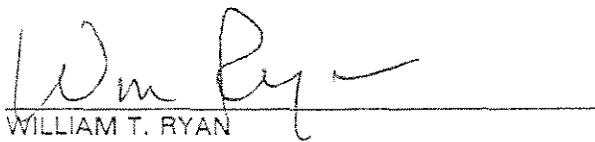
All terms and conditions of this agreement are embodied herein. No other terms and conditions will be considered a part of this agreement unless expressly agreed upon in writing and signed by both parties.

APPROVED BY:

  
ARNOLD R. TOMPKINS

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

DATE: 12/31/97

  
WILLIAM T. RYAN

Director  
Ohio Department of Health  
246 North High Street  
Columbus, Ohio 43266-0588

DATE: 10/3/97

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B. Reimbursement and Funding Information

	Project Cost	percent Applicable to Medicaid	Federal Matching Funds Requested
State Fiscal Year 1998			
Questionnaire Development & Testing	\$37,025	100.00%	\$18,513
Survey Implementation	\$599,813	See Below	\$151,464
Weighting & Cleaning of Database	\$19,778	100.00%	\$9,889
Frequency Report	\$16,982	100.00%	\$8,491
Estimate of Insurance Status By County	\$52,940	0.00%	\$0
ODH Administrative Support	\$50,000	100.00%	\$25,000
Sub-Total			\$213,357
State Fiscal Year 1999			
Analytic Reports	\$58,554	100.00%	\$29,277
Final Documentation	\$8,879	100.00%	\$4,440
Wrap-up meetings	\$6,029	100.00%	\$3,015
ODH Administrative Support	\$20,000	100.00%	\$10,000
Sub-Total			\$46,731
Total Value of Interagency Agreement.			\$260,088

Survey Implementation Cost Breakdown.

1521 Surveys of Medicaid recipients	\$58.04	\$88,285
1521 Surveys of persons Uninsured < 12 months	\$47.04	\$71,548
1521 Surveys of persons Uninsured 12 months	\$47.04	\$71,548
1521 Surveys of commercially insured persons	\$47.04	\$71,548
Total		\$302,928
50% Federal Match		\$151,464

Sample Size for each population segment based upon statistical power calculation.  
 (Binomial Distribution (.53/.47), Significance Level .01, .99 Prob. reject null hypothesis.)  
 Survey costs of Medicaid Recipients is 1.23 times the cost of surveying other recipients.

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APPENDIX A

Attachment 4.16-C

Reimbursement and Funding Information

	Project Cost	percent Applicable to Medicaid	Federal Matching Funds Requested
State Fiscal Year 1998			
Questionnaire Development & Testing	\$37,025	100.00%	\$18,513
Survey Implementation	\$599,813	See Below	\$151,464
Weighting & Cleaning of Database	\$19,778	100.00%	\$9,889
Frequency Report	\$16,982	100.00%	\$8,491
Estimate of Insurance Status By County	\$52,940	0.00%	\$0
ODH Administrative Support	\$50,000	100.00%	\$25,000
Sub-Total			\$213,357
State Fiscal Year 1999			
Analytic Reports	\$58,554	100.00%	\$29,277
Final Documentation	\$8,879	100.00%	\$4,440
Wrap-up meetings	\$6,029	100.00%	\$3,015
ODH Administrative Support	\$20,000	100.00%	\$10,000
Sub-Total			\$46,731
Total Value of Interagency Agreement.			\$260,088

Survey Implementation Cost Breakdown.

1521 Surveys of Medicaid recipients	\$58.04	\$88,285
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1521 Surveys of commercially insured persons	\$47.04	\$71,548
Total		\$302,928
50% Federal Match		\$151,464

Sample Size for each population segment based upon statistical power calculation.  
 (Binomial Distribution (.53/.47), Significance Level .01, .99 Prob. reject null hypothesis.)  
 Survey costs of Medicaid Recipients is 1.23 times the cost of surveying other recipients.

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## APPENDIX A.1

## B. Reimbursement and Funding Information

	Project Cost	percent Applicable to Medicaid	Federal Matching Funds Requested
State Fiscal Year 1998			
Questionnaire Development & Testing	\$37,025	100.00%	\$27,769
Survey Implementation	\$599,813	See Below	\$173,535
Weighting & Cleaning of Database	\$19,778	100.00%	\$14,834
Frequency Report	\$16,982	100.00%	\$12,737
Estimate of Insurance Status By County	\$52,940	100.00%	\$39,705
ODH Administrative Support	\$50,000	100.00%	\$37,500
Sub-Total			\$306,079
State Fiscal Year 1999			
Analytic Reports	\$58,554	100.00%	\$43,916
Final Documentation	\$8,879	100.00%	\$6,659
Wrap-up meetings	\$6,029	100.00%	\$4,522
ODH Administrative Support	\$20,000	100.00%	\$15,000
Sub-Total			\$70,097
Total Value of Interagency Agreement.			\$376,176

## Survey implementation Cost Breakdown.

1521 Surveys of Medicaid eligibles	\$58.04	\$88,285
1521 Surveys of persons Uninsured < 12 months	\$47.04	\$71,548
1521 Surveys of persons Uninsured 12 months	\$47.04	\$71,548
Total		\$231,381
75% Federal Match		\$173,535

Sample Size for each population segment based upon statistical power calculation.  
 (Binomial Distribution (.53/.47), Significance Level .01, .99 Prob. reject null hypothesis.)  
 Survey costs of Medicaid Recipients is 1.23 times the cost of surveying other recipients.

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# INTERAGENCY AGREEMENT AMENDMENT

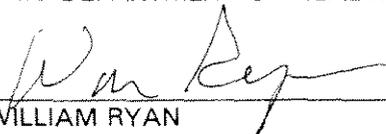
Amendment No. 1

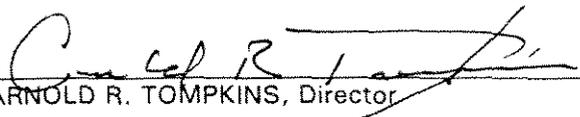
A-98-07-384

1. Amendment to interagency agreement between the Department of Human Services, State of Ohio (hereinafter referred to as "ODHS") and the Ohio Department of Health (hereinafter referred to as "ODH" dated December 31, 1997.
2. (a) Section IV of the agreement is hereby amended to read as follows:
  - A. **ODHS** agrees to reimburse **ODH**, upon proper invoicing and preparation of an Intra-State Transfer Voucher in accordance with Appendix A.1 which is incorporated as if fully rewritten herein.
3. All other terms of the Agreement are hereby affirmed.

OHIO DEPARTMENT OF HEALTH

OHIO DEPARTMENT OF HUMAN SERVICES

  
\_\_\_\_\_  
WILLIAM RYAN

  
\_\_\_\_\_  
ARNOLD R. TOMPKINS, Director

3/27/98  
\_\_\_\_\_  
Date

4/2/98  
\_\_\_\_\_  
Date

File No. 98-08 APPROVAL DATE 6/29

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