

THE OHIO DEPARTMENT OF HEALTH  
AND  
THE OHIO DEPARTMENT OF HUMAN SERVICES  
INTERAGENCY AGREEMENT  
A-00-07-100

3

I.  
PURPOSE

This agreement is entered into by the Ohio Department of Human Services (hereinafter "ODHS") and the Ohio Department of Health (hereinafter "ODH") for the purpose of defining the relationship and responsibilities between the parties for performing environmental lead risk assessments in the homes and supplemental addresses of Medicaid eligible children identified to have elevated blood lead levels. This agreement is entered into in order to implement the provisions of federal and state law.

II.  
DEFINITIONS

For the purposes of this Agreement:

- A. "Clinical laboratory" means a facility for the biological, microbiological, serological, chemical, immunohematological, hematological, biophysical, cytological, pathological, or other examination of substances derived from the human body for the purpose of providing information for the diagnosis, prevention, or treatment of any disease, or in the assessment or impairment of the health of human beings. "Clinical Laboratory" does not include a facility that only collects or prepares specimens, or serves as a mailing service, and does not perform testing.
- B. "Elevated blood lead level" means a confirmed concentration of lead in whole blood considered by the current Public Health Council or Centers for Disease Control and Prevention - U.S. Department of Health and Human Services standards to be dangerous to children.
- C. "Environment" means the home where the Medicaid eligible child lives and the child's supplemental address, and includes: all the rooms in the main structure/building, garage, porch, storage rooms, detached structures which are part of the property, patio, yards, abandoned cars, trailers and appliances, fences, and sidings; interiors including windows, window frames, doors, walls, baseboards and handrails, water pipes; furniture, utensils, toys, soil and dust; and any other objects or structures at the home or supplemental address which are accessible to the child.
- D. "Environmental Lead Risk Assessment" means an on-site public health lead investigation conducted by a licensed Lead Risk Assessor to determine and report the existence, nature, severity, and location of lead hazards in structures, including information gathering regarding the age and history of the structure and occupancy by children under six years of age, visual inspection, limited wipe sampling or other environmental sampling techniques, other activities as may be appropriate, and the provision of a report explaining the results of the investigation.
- E. "Environmental lead risk assessment unit of service" means an assessment of the environment of a child who has an elevated blood lead level of  $\geq 15$  ug/dL, which may include:
  - 1. The use of a portable X-ray fluorescence (XRF) analyzer, paint-chip analysis, or other environmental sampling, as appropriate, to identify lead hazards;

99-013 12/29/99

93-27 July 1, 1999 Rev. 4/97

## INTERAGENCY AGREEMENT, OHIO DEPARTMENT OF HEALTH

PAGE 2 OF 8

2. An interview with the family of the Medicaid eligible child to gather basic information about the habits of the child that may increase the child's risk of exposure to lead and to identify potential lead sources in the child's environment;
3. Written recommendations to the resident and owner of the house/apartment for interim controls to reduce identified lead hazards; and,
4. Written notice to the HEALTHCHEK coordinator in the county department of human services, when recommending relocation of the family to lead-safe housing.

The environmental lead risk assessment unit of service can include one primary address and any supplemental addresses, within the same county and within a 6 month period, to assess the environment of the same child. An environmental assessment conducted for several children in the same family at the same address and supplemental addresses is counted as one assessment for billing purposes.

- F. "HEALTHCHEK coordinator" means the staff person or primary liaison within a unit in the county department of human services who is responsible for the operation of the HEALTHCHEK program.
- G. "Lead hazard" means material that may cause lead exposure and may endanger an individual's health and includes hazards defined by the Public Health Council in rules adopted under section 3742.03 of the Revised Code. "Lead Hazard" includes lead-based paint, lead-contaminated dust, lead-contaminated soil, lead-contaminated water pipes, and any other sources identified.
- H. "Lead risk assessor" means an employee of ODH or of a local health department who is licensed in accordance with section 3742.02(C)(2) of the Revised Code to perform environmental lead risk assessments.
- "Supplemental address" means any address of friends, relatives, babysitter, playground, school or vacant lot(s) at which the child spends considerable amounts of time as determined by the Lead Risk Assessor.

## III.

## RESPONSIBILITIES OF THE OHIO DEPARTMENT OF HEALTH

- A. Pursuant to section 3742.12 of the Revised Code, ODH has the authority to conduct environmental lead risk assessments for the identification of lead based paint in the environments where a case of suspected lead poisoning has been reported.
- B. In accordance with established standards contained in rule 3701-32-06 of the Ohio Administrative Code, ODH agrees to conduct on-site environmental lead risk assessments using portable X-ray fluorescence (XRF) analyzers, dust-wipe analysis, paint-chip analysis, or other environmental sampling, as appropriate, to identify lead hazards in the environment of children covered by Medicaid found to have elevated blood lead levels of 15 ug/dL or greater. ODH shall conduct these environmental lead risk assessments in all counties, but not within the jurisdictions of local health departments that have an active ODH approved environmental lead poisoning prevention program as defined by the Ohio Childhood Lead Poisoning Prevention Program, unless such assistance is requested in writing by the local health department. ODH may enter into contracts with local health departments which have environmental lead poisoning prevention programs approved by ODH for provision of the environmental lead risk assessment service.
- C. To initiate environmental lead risk assessments for those Medicaid eligible children identified by a clinical laboratory as having elevated blood lead levels  $\geq$  15 ug/dL, ODH shall:
1. Receive, from ODH approved clinical laboratories, reports of all elevated blood lead levels analyzed.
  2. Coordinate with local health departments and HEALTHCHEK coordinators the conducting of

TN No. 99-013 APPROVAL DATE 12/29/99

SUPERSEDES

TN No. 93-27 EFFECTIVE DATE 7-1-99

Rev. 4/97

environmental lead risk assessments after an elevated blood lead level of  $\geq 15$  ug/dL has been determined and Medicaid eligibility verified by the HEALTHCHEK coordinator.

- 3. Conduct an on-site environmental lead risk assessment of the child's primary residence and all supplemental addresses within the same county and complete a written report for each child/family listed. As a condition for reimbursement, the child must be eligible for Medicaid on the day the environmental lead risk assessment is conducted. If a child is no longer eligible for Medicaid on the day of the environmental lead risk assessment, the lead risk assessor shall attempt to conduct the environmental lead risk assessment using other funding sources.
- 4. Upon the identification of probable lead hazards and within fifteen (15) days of the environmental lead risk assessment, provide both short and long term recommendations to the owner of the building/structure for the reduction or abatement of identified lead hazards.
- 5. Upon the failure of the owner of the building/structure to reduce an identified lead hazard, as evidenced by a re-inspection, contact the HEALTHCHEK coordinator at the appropriate county department of human services by telephone or in writing to start a referral for assistance in relocation to housing free of immediate lead-based paint hazards.

D. Information and Reports.

- 1. ODH shall make available to ODHS, Bureau of Consumer and Program Support or its agents and/or the United States Department of Health and Human Services or its agents, an annual statistical report including the total number of families who ODH recommended, to the HEALTHCHEK coordinator, be relocated to lead safe housing.
- 2. ODH shall advise ODHS of changes in the definition of elevated blood lead levels considered dangerous to children as determined by the Public Health Council or Centers for Disease Control and Prevention; and any other changes which affect methods of screening, diagnosis and treatment of undue lead absorption and which may have an impact on the way the HEALTHCHEK program delivers services to the eligible population in Ohio.

IV.

RESPONSIBILITIES OF OHIO DEPARTMENT OF HUMAN SERVICES

- A. ODHS is designated as the single state agency for the administration of the Medicaid program, including the Early and Periodic Screening, Diagnosis, and Treatment Program (hereinafter referred to as the HEALTHCHEK program for promotional purposes) under Title XIX and Title XXI of the Social Security Act.
- B. In accordance with Federal regulations governing the Medicaid - EPSDT program (42 Code of Federal Regulations (C.F.R.) Part 400 and 441 ) and O.R.C. Section 511 1.02 which mandate the application of preventive measures for the reduction of disease in children, ODHS performs the following functions:
  - 1. Informs all HEALTHCHEK providers including Managed Care Plans contracting with Medicaid who use private clinical laboratories of their responsibilities to report the items mandated by O.A.C. 3701-32-05(A) to an approved clinical laboratory.
  - 2. Maintains communication with the 88 county departments of human services to inform them of the provisions of this Agreement and their responsibilities in assuring that follow-up is conducted for all Medicaid eligible individuals identified as having elevated blood lead levels as described in Part B (3) a, b and c of this section.
  - 3. Encourages all county departments of human services HEALTHCHEK coordinators to coordinate with the ODH Bureau of Child and Family Health Services to promote the completion of all environmental lead risk assessments by performing the following activities:

TR No. 99-013 APPROVAL DATE 12/29/99  
 SUPERSEDES 93-27 APPROVAL DATE 7-1-99  
 Rev. 4/97

## INTERAGENCY AGREEMENT, OHIO DEPARTMENT OF HEALTH

PAGE 4 OF 8

- a. Assist in the education of families by informing them of upcoming environmental lead risk assessments and their purpose.
  - b. Provide services to those families needing assistance in relocating to a lead-safe environment by linking them with the appropriate agency.
  - c. Provide to **ODH**, as soon as reasonably possible, subsequent to each relocation, documentation including: the child's name, Medicaid number, permanent address, and temporary relocation address for children who have been relocated as a result of the HEALTHCHEK coordinator's efforts.
4. Furnish the **ODH** Bureau of Child and Family Health Services with a current list of HEALTHCHEK coordinators.

## V.

## MUTUAL RESPONSIBILITIES

- A. **ODH** and **ODHS** shall communicate at least every two years to update the contents of this Agreement.
- B. None of the services or functions of **ODH** as provided in this Agreement shall be delegated by **ODH** to any government or private agency except as stated in Article III, Paragraph B of this Agreement.
- C. The entire agreement of the parties is contained herein and this Agreement supersedes all oral agreements and associations between the parties relating to the subject matter hereof.

## VI.

## COMPENSATION

- A. **ODHS** agrees to reimburse **ODH**, upon proper invoicing and preparation of an Intra-State Transfer Voucher, as follows:

In consideration of the services to be rendered between July 1, 1999 and June 30, 2001 in accordance with Article III (A) (B) (C) of this agreement, **ODHS** agrees to transfer to **ODH**, upon proper invoicing and preparation of an Intra-State Transfer Voucher, \$154,075 (state share only) in fiscal year 2000, and \$163,218 (state share only) in fiscal year 2001 from the General Revenue Fund to the General Operations Fund (142) of the Department of Health.

Furthermore, **ODHS** shall reimburse **ODH**, upon proper invoicing and preparation of quarterly ISTVs, the federal share of the actual costs allowable under applicable federal regulations and guidelines associated with the performance of **ODH**'s duties and responsibilities. The total reimbursement shall not exceed \$154,075 for SFY 2000 and \$163,218 for SFY 2001.

**ODH** agrees to take the necessary steps to secure the state share of the expenditures related to this service for SFY 2002 and SFY 2003.

- B. Billing for Services Rendered.

**ODH** shall submit quarterly invoices to the **ODHS** Bureau of Consumer and Program Support for the total number of environmental lead risk assessments conducted during the period. The invoices shall include the following information:

1. The billing date and total amount of dollars claimed.
2. The name and telephone number of the person responsible for the preparation of the invoice.

TN No. 99-013 APPROVAL DATE 6/29/99  
 SUPERSEDES  
 TN No. 93-27 EFFECTIVE DATE 7-1-99

## INTERAGENCY AGREEMENT, OHIO DEPARTMENT OF HEALTH

PAGE 5 OF 8

3. The signature of an authorized representative of ODH.
  4. Lists of children served including name, address, county, Medicaid billing no. and date of service.
- C. Payments for any and all services provided pursuant to this agreement are contingent upon the availability of state and 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 VII, paragraph B(2).
- D. All obligations in this agreement are subject to the requirements of Section 126.07 of the Ohio Revised Code.

**VII.  
GENERAL PROVISIONS**

**A. Effective Dates**

This agreement will become effective on July 1, 1999, or upon execution, whichever occurs later, and will remain in effect until June 30, 2001, subject to the cancellation provisions contained in this agreement.

**B. Termination by Notice**

1. Upon at least sixty (60) days advance-written notice to the other party, each party may terminate this Agreement; provided, however, that any termination of this Agreement shall be without prejudice to any obligation or liability of either party accrued prior to such termination. Notice of termination shall be sent or otherwise delivered to the following persons: if ODH is terminating the agreement, to Director, Ohio Department of Human Services, 30 East Broad Street, 32nd Floor, Columbus, Ohio 43266-0423; or, if ODHS intends to terminate the agreement, to Director, Ohio Department of Health, 246 North High Street, Columbus, Ohio 43266-0588.
2. This agreement may be terminated immediately in the event there is a loss of funding, disapproval by a federal administrative agency, or upon discovery of non-compliance with any federal or state laws, rules or regulations. In the event termination is pursuant to this paragraph B.2., a notice specifying the reasons for termination shall be sent as soon as possible after the termination in accordance with the procedures set forth in Article VII., 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,

TR No. 99-013 APPROVED DATE 1/1/99  
 SUPERVISOR  
95-27 7-1-99  
 Rev. 4/97

## INTERAGENCY AGREEMENT, OHIO DEPARTMENT OF HEALTH

PAGE 6 OF 8

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. **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**

The parties agree 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 shall be retained for the time periods specified in 45 C.F. R. Chapter 74, Subpart D, and made available by **ODHS** and **ODH** for audit by the State of Ohio (including the representatives of **ODH** and **ODHS**, the Auditor of State of Ohio, Inspector General or duly authorized law enforcement officials) and agencies of the United States government, except as limited by law. If an audit is initiated during this time period, the parties 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 **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

To: 99-013 APPROVAL DATE: 12/29/99  
 APPROVED: \_\_\_\_\_  
 To: 93-27 APPROVAL DATE: 7-1-99

## INTERAGENCY AGREEMENT, OHIO DEPARTMENT OF HEALTH

PAGE 7 OF 8

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.

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, each 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. 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.

**N. Drug-Free Workplace**

By executing this agreement, **ODH** certifies and affirms that, as applicable to the **ODH**, 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.

**O. 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.

**P. 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.

TN No. 99-013 APPROVAL DATE 10/29/99  
 SUPERSEDES  
 TN No. 93-27 EFFECTIVE DATE 7-1-99 Rev. 4/97

INTERAGENCY AGREEMENT, OHIO DEPARTMENT OF HEALTH

APPROVED BY:

*Jacqueline Romer-Sensky*  
\_\_\_\_\_  
JACQUELINE ROMER-SENSKY

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

*J. Nick Baird*  
\_\_\_\_\_  
J. NICK BAIRD, M.D.

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

DATE: 9-7-99

DATE: 8/27/99

TR No 99-013

APPROVAL DATE 12/29/99

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TR No 93-27

REFFECTIVE DATE 7-1-99