Project: Linking Medicaid and ODJFS Program Recipients to Employment Programs and Expedited SSI Application Processes

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PROJECT PURPOSE

Situation

Certain Medicaid recipients who are also applying for or receiving benefits from DFA and other ODJFS programs will likely benefit from being linked to employment related vocational rehabilitation, job training, and job placement programs and to special processes that are in place to expedite SSI applications. Managed care plans and service agencies working with these recipients may be helpful in identifying and linking these clients. The initial purpose of the project is to share data across agencies and design and test referral processes to help identify the potential scope and effectiveness of performing these linkage functions.

Hot Spots

Any hot spots will be better defined once data is analyzed.

Scope of Work

Share data across agencies and design and test referral processes to help identify the potential scope and effectiveness of performing these linkage functions.

High-Value Targets

- Develop methods to identify clients who will benefit either from being linked to employment related vocational rehabilitation, job training, and job placement programs and/or to special processes that are in place to expedite SSI applications.
- Provide any necessary data and information across agencies to support referral and linkage.
- Develop and test referral and linkage processes.

PROJECT TEAM

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Operating Protocol

A.   **Applicability.** This Operating Protocol is developed pursuant to O.R.C. Sections 191.01-191.06 and is applicable to following state agencies: ODJFS, OOD, ODM, and MHAS.

B.   **Purpose.** Share data across agencies and design and test referral processes to help identify the potential scope and effectiveness of performing these linkage functions. This Operating Protocol constitutes agreement by the Directors of the participating state agencies with the funding, personnel, workflow, and data sharing responsibilities specified herein.

C.   **Funding Responsibilities.**
   The funding sources identified for the time period specified in the table below are committed to the (project).
   1.   **Existing resources (data, personnel, contracts, etc.) will be leveraged to minimize any financial impact.**
   2.   **There will be no transfer of funding.**

Operating Protocol Funding Table for:						
Time Period: x-xx-xxxx-x-xx-xxxx						
Agency	Fund Source-Fund	Fund Source-ALI	Amount	CFDA No.	Will Funds Be Sub-Granted?	Description of How Funds Will Be Transacted

3.   If the table above indicates any federal funds are to be sub-granted to lower level sub-recipients, the agency issuing the sub-grant will be responsible for communicating federal and state compliance requirements governing program funding. Such requirements include, but are not limited to, 45 CFR 92, OMB Circular A-133 and cost principles outlined within 2 CFR 220, 2 CFR 225 or 2 CFR 230 as applicable to the sub-recipient.

C. **Personnel.** Personnel identified for the time period specified in the table below are committed to the (project).

Operating Protocol Personnel Table for:				
Time Period: x-xx-xxxx-x-xx-xxxx				
Agency	Staff Person Name	Position	FTE Value	Functions Performed

D. **Workflow.** Key workflow process transactions for the (project) are described below.
   1. JFS owns data that will be securely provided for pending and approved DFA cases to OOD for expedited services and ODM to assist in the gathering of medical documentation. ODM will also provide data, using the JFS hosted system eQuIL, will access the JFS data and send it to OOD.
   2. OOD will research the status of recipients Social Security application and flag them for existing expedited services
   3. ODM will engage Managed Care Plans to assist in the collection of medical documentation for the existing Social Security case

E. **Data Sharing.**
   Data sources and elements to be shared for the (project) for the time period specified are shown in the table below.
   1. Basic information (name, date of birth, social security number) for pending and receiving DFA applicants will be provided by JFS and ODM, to OOD, ODM, ODMHAS for the purpose of expediting social security reviews.

Operating Protocols Data Sharing Table for:			
Time Period: 11-3-2016 to 6-30-2017			
Agency	Data Source	Description of Data Elements	Is Data Protected Health Information?
JFS	CRISE	Name, DOB, SSN	Yes
ODM	eQuIL	Supporting medical documentation	Yes

2. If a participating agency reasonably determines that its protected health information shared with another agency has been maintained, used or disclosed in violation of state or federal law, the agency may cease sharing access to the information until the matter is satisfactorily resolved among the agencies and the Governor's Office of Health Transformation.

CONFIDENTIALITY OF INFORMATION

A. Each party agrees that it shall not use any information, systems, or records made available to it for any purpose other than to fulfill the obligations specified herein. Each party specifically agrees to comply with state and federal confidentiality and information disclosure laws, rules, and regulations applicable to programs under which this Agreement exists, including, but not limited to:

 1. United States Code, 42 USC 1320d through 1320d-8 (HIPAA);

 2. Code of Federal Regulations, 42 CFR 431.300, 431.302, 431.305, 431.306, 435.945, 45 CFR 164.502(e), 164.504(e), and 162.100;

 3. Ohio Revised Code, ORC 173.20, 173.22, 2305.24, 2305.251, 2305.252, 3701.243, 3701.028, 4123.27, 5101.26, 5101.27, 5160.39, 5160.45, 5168.13, and 5165.88; and

 4. Corresponding Ohio Administrative Code rules.

B. Each party agrees that any data accessed shall be returned to the other party not later than 90 calendar days following termination of this Agreement and shall certify that no copies of source data were retained by that party, unless as may be otherwise provided for in this Agreement or by law.

C. Each party shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper and/or electronic protected personal data and health information that it creates, receives, maintains, or transmits on behalf of the other party against use or disclosure not provided for by this Agreement.

D. Each party agrees that access to the records and data provided by the other party and described in ARTICLE II will be restricted to only those authorized employees, officials, subcontractors, and other persons who need it to perform duties related to this Agreement. Each party agrees to provide the other with a complete listing of any and all such persons who shall have access to the above referenced records and/or data.

E.   Each party agrees that the above records and/or data and any records, reports, databases, and/or other derivative documents created from the information provided under this Agreement shall be stored in an area that is physically safe from access from unauthorized persons during duty and non-duty hours. Information provided under this Agreement shall be protected electronically to prevent unauthorized access by computer, remote access, or any other means. Each party expressly agrees that no records will be accessed, tested, maintained, backed up or stored outside of the United States.

F.   Each party shall assure that all persons who have access to the above referenced information shall be fully apprised as to the confidential nature of the information, the safeguards required to protect the information, and the applicable civil and criminal sanctions and penalties associated with any intentional or non-intentional disclosure. No subcontractor shall receive any information without a written agreement with each respective party incorporating these assurances.

G.   Neither party shall disclose any of the above referenced information to any third party without the specific written authorization of the Director of the other party.

H.   Each party shall permit onsite inspection by the State of Ohio (including but not limited to each agency, the Auditor of the State of Ohio, the Inspector General of Ohio, the Ohio Attorney General or any duly authorized law enforcement officials) and by agencies of the United States government.

I.   Each party will prepare data pursuant to the security and encryption standards found in Ohio IT Standard ITS-SEC-01, Data Encryption and Cryptography; and NIST Special Publication 800-53. Each party shall retain this encryption while the data is in transit or at rest.

J.   The express terms and conditions of this Article shall be included in all subcontracts executed by each respective party for any and all work under this Agreement.