

**INTERAGENCY AGREEMENT**  
**BETWEEN**  
**CUYAHOGA JOB AND FAMILY SERVICES**  
**AND**  
**THE METROHEALTH SYSTEM**

This Agreement entered into this 14th day of May 2013 by and between Cuyahoga County on behalf of Cuyahoga Job and Family Services (CJFS) and The MetroHealth System (MetroHealth) in accordance with the Ohio Revised Code and applicable Federal, state, and local regulations, and within the scope of policies promulgated by Cuyahoga County.

**WHEREAS** MetroHealth is the county hospital that provides a vast array of medical services; and

**WHEREAS** CJFS manages Federal Medicaid Non-Emergency Transportation funds for the County; and

**WHEREAS** MetroHealth provides transportation services to Medicaid eligible patients, and is requesting Medicaid Non-Emergency Transportation (NET) reimbursement for these services; and

**WHEREAS** the term of this agreement is in effect for the period July 1, 2013 through June 30, 2014 and the total costs contained within this Interagency Agreement will not exceed \$250,000.00; and

**WHEREAS** The MetroHealth System is a Subrecipient of a Federal Award from the Department of Health and Human Services, Federal Medicaid, CFDA number : 93.778.

**THEREFORE** CJFS and MetroHealth System agree to the following:

1. MetroHealth System shall:

- 1.1. Provide NET services for Medicaid eligible patients from their residence to MetroHealth Medical Centers and return.
- 1.2. Verify patients receiving NET services are Medicaid eligible at the time of transport.
- 1.3. Provide monthly reporting for all Medicaid patient transports and their eligibility status.


- 1.4. Acknowledge responsibility for repayment of any findings arising from any audit by the appropriate Federal, State (ODJFS), the Auditor of State or local audit.
- 1.5. Invoice CJFS monthly for Medicaid patient NET trips incurred in accordance with the budget included in Appendix C.
2. CJFS shall:
  - 2.1. Reimburse **\$250,000.00** for the purpose of carrying out the NET transportation services described above for the period **July 1, 2013 through June 30, 2014.**
  - 2.2. Comply with all Federal and State laws concerning client confidentiality as defined in Appendix B.
  - 2.3. Monitor transportation activities, service quality and customer needs on a monthly basis.
3. Electronic Signatures:

By entering into this Agreement MetroHealth agrees on behalf of its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. MetroHealth also agrees on behalf of the aforementioned entities and persons, to be bound by the provisions of the Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.


**COUNTY OF CUYAHOGA, OHIO**

BY: Edward FitzGerald, County Executive

  
Edward FitzGerald, County Executive Date  
2013-06-26 09:02:07


**THE METROHEALTH SYSTEM**

BY:

  
Edward Hills, D.D.S.  
Interim President & CEO

  
Date

Approved as to Form  
The MetroHealth System  
Office of General Counsel

By:   
Date: **5/14/2013**

## **APPENDIX A**

### **STATEMENT OF WORK (Agency)**

CJFS agrees to enter into an interagency agreement with MetroHealth hereinafter referred to as Provider, for the period July 1, 2013 to June 30, 2014 to provide Non-Emergency Transportation (NET) services for Medicaid eligible patients to and from their Medical Centers.

#### **I. Non-Emergency Transportation Objectives:**

- a. MetroHealth will provide and maintain their own transportation scheduling and tracking system to ensure eligible patients are picked up in a timely manner to meet their scheduled appointment time.
- b. Patients will be safely transported by MetroHealth van service. When medically necessary, relatives or legal guardians can accompany patients who are unable to travel independently.
- c. Community is any location within Cuyahoga County.

#### **II. NET Tools and Measures**

- a. Measure customer satisfaction and quality of services.
- b. Measure the wait time for patient pickup vs appointment time.

#### **III. NET Reporting**

- a. Submit quarterly reports to include, but not limited to the following:
  - The unduplicated count of Medicaid consumers.
  - The unduplicated count of one-way trips.
  - The cost of providing each transportation service.
  - The total amount of mileage, if applicable.
- b. Submit quarterly customer satisfaction data.

**The Provider** will attend quarterly meetings with the CJFS staff and in-service trainings to ensure continuity of service delivery and effective program management.

**The Provider** must maintain an accounting system and supporting fiscal records adequate to enable the Agency to audit and otherwise verify all payments made.

## APPENDIX B

### CLIENT DATA CONFIDENTIALITY

By receiving client data in any form whatsoever from The MetroHealth System the parties to this agreement shall protect the confidentiality of said data as per the requirements of Ohio Administrative Code 5101:1-1-03, the regulations promulgated by the United States Department of Health and Human Services, the provisions of HIPAA, specifically 45 CFR 164.501, any amendments thereto, and as detailed below.

**Definition-** "Client data" is any information that is, or can be, related to an individual client including all personal health information (PHI) as defined at 45 CFR 164.501.

**Permitted Uses and Disclosures-** CJFS and its agents and subcontractors shall not use or disclose client data except as specifically stated in the contract / agreement captioned below.

**Safeguards-** CJFS shall use appropriate safeguards to protect against use or disclosure not provided for in this agreement.

**Reporting of Disclosure-** CJFS shall promptly report to MetroHealth any knowledge of uses or disclosures of client data that are not in accordance with this Agreement or applicable law. In addition, CJFS shall mitigate any adverse effects of such a breach to the extent possible.

**Agents and Subcontractors-** CJFS ensures that all its agents and subcontractors that receive client data from or on behalf of CJFS agree to the same restrictions and conditions that apply to CJFS with respect to the use or disclosure of the client data.

**Accessibility of Information-** CJFS shall make available to MetroHealth such information as MetroHealth may require to fulfill MetroHealth's obligations to provide access to, provide a copy of, and account for disclosures with respect to client data pursuant to HIPAA and regulations promulgated by the United States Department of Health and Human Services, including, but not limited to, 45 CFR 164.154 and 164.528 and any amendments thereto.

**Amendments of Information-** CJFS shall make client data available to MetroHealth in order for MetroHealth to fulfill its obligations pursuant to HIPAA to amend the information and shall, as directed by MetroHealth, incorporate any amendments into the information held by CJFS and ensure incorporation of any such amendments into information held by its agents or subcontractors.

**Disclosure-** CJFS shall make available its internal practices, books and records relating to use and disclosure of client data received from MetroHealth, or created or received by CJFS on behalf of MetroHealth, to MetroHealth and to the Secretary of the U.S. Department of Health and Human Services for the purposes of determining

MetroHealth's compliance with HIPAA and the regulations promulgated by the U.S. Department of Health and Human services and any amendments thereto.

**Material Breach-** In the event of a material breach of CJFS' obligation under this section, MetroHealth may at its option terminate this agreement. Termination of this agreement shall not effect any provision of this agreement which, by its wording or its nature, is intended to remain effective and to continue to operate in the event of termination.

**Return or Destruction of Information-** Upon termination of this Agreement, CJFS, at MetroHealth's option, shall return to MetroHealth, or destroy, all client data in its possession, and keep no copies of the information except as requested by MetroHealth or required by law. If CJFS or its agents or subcontractors destroy any client data then the CJFS will provide to MetroHealth documentation evidencing such destruction. Any client data maintained by CJFS shall continue to be extended the same protections set forth in this Agreement for as long as it is maintained.

## APPENDIX C

### BUDGET

The Agency agrees to pay the Provider the unit costs described below, for providing Non-Emergency Transportation services for Medicaid eligible patients. Under the terms of this agreement, the Provider will serve all eligible participants for an amount not to exceed **\$250,000.00**.

- I. The Agency agrees to reimburse The MetroHealth System for the NET services incurred by the Provider to transport eligible patients in an amount not to exceed **\$12.70 per one-way trip** for a total of **\$250,000.00**.
  - A. To receive reimbursement for these trips, an invoice must be submitted detailing the patient transported and their Medicaid eligibility status during the billing period with the appropriate supporting documentation (including date of transportation, patient name and case number).
- II. MetroHealth System agrees that the services being contracted for are not available from their agency on a non-reimbursable basis for less than the unit rate.
- III. MetroHealth System understands that failure to comply with these provisions may result in returning any funds received from the Agency that were in violation of any of the provisions contained above.
- IV. MetroHealth System agrees to submit monthly invoices and quarterly reports that are specified in Appendix A.
- V. Invoices should be mailed to:

Cuyahoga Job and Family Services  
1641 Payne Avenue, Room 580  
Cleveland, Ohio 44114  
Walter Parfejewiec,  
Manager Administrative Operations  
Phone: (216) 987-6666; Fax: (216) 987-8256  
E-Mail: [parfew@odjfs.state.oh.us](mailto:parfew@odjfs.state.oh.us)