

**COOPERATIVE AGREEMENT
BETWEEN
THE IOWA DEPARTMENT OF HUMAN SERVICES
AND
THE UNIVERSITY OF IOWA
ON BEHALF OF
CHILD HEALTH SPECIALTY CLINICS**

1. *Parties to the Agreement*

The parties to this agreement are:

The State of Iowa Department of Human Services (hereinafter referred to as "DHS"). The address of DHS is: Hoover State Office Building, Des Moines, Iowa 50319.

Child Health Specialty Clinics (hereinafter referred to as "CHSC"). The address of CHSC is: 247 Center for Disabilities and Development, 100 Hawkins Drive, Iowa City, Iowa 52242. CHSC is a business associate under the Health Insurance Portability Accountability Act (HIPAA) of 1996.

2. *Introduction and Purpose*

DHS is established pursuant to Iowa Code Chapter 217 to administer programs designed to improve the well being and productivity of the people of the State of Iowa. Under the provisions of Iowa Code section 249A.4, the Director of the Department is responsible for the effective administration of the Medical Assistance Act, which includes the program referred to as "Medicaid" (Title XIX). The Early and Periodic Screening, Diagnosis, and Treatment program (EPSDT) and the Home and Community Based Services - Ill and Handicapped Waiver program (HCBS-IH) are programs in the State of Iowa Medicaid Assistance Program (Title XIX).

CHSC is established pursuant to the Iowa Administrative Code, Chapter 76, Section 641 (76.1 through 76.17) as the administer of the State of Iowa Title V program for Children with Special Health Care Needs and is a Medicaid-eligible provider under the Medicaid State Plan, which has been approved by the Centers for Medicare and Medicaid Services.

The purpose of this agreement is to implement 42 U.S.C. § 1396d(r).

For the purposes of this agreement, the Director of DHS and the Director's of CHSC and of the University of Iowa Office of Sponsored Programs are authorized to enter into agreements and make commitments, which shall be binding on the operation of the Medicaid program and CHSC.

3. Term of the Agreement

The term of this agreement shall be one (1) year effective from July 1, 2004 to June 30, 2005 unless terminated in accordance with Section 6 of this Agreement.

4. Mutual Objective and Respective Responsibilities

The parties have entered into this Agreement for the purpose of defining the responsibilities of the parties hereto in assessment, planning, and care coordination activities related to the recipients of EPSDT and the HCBS-IH programs of the Iowa Title XIX program.

CHSC shall comply with all applicable provisions of the law.

CHSC shall provide the following services in accordance with the defined performance expectations as set forth below.

CHSC shall employ staff that can provide DHS with technical assistance and consultation regarding children, under the age of 21, with complex special health care needs.

- A. CHSC shall provide the following services to recipients of the Title XIX Programs who are children with complex special health care needs:
1. Explain to interested families the HCBS-IH Waiver program and/or the EPSDT program and/or other DHS programs. Explain to families and community service providers concerning expanded OBRA 89 services, exceptions to policy, importance of periodic screening services for children with complex special health care needs, service components and activities etc.
 2. Assess the need for, and adequacy of, the child's health care by reviewing the child's health and developmental needs and providing consultative care recommendations to DHS for the completion of the HCBS Assessment form as needed.
 3. Provide information to DHS staff regarding client service needs, and review the health needs of each child. Provide information to the Iowa Foundation for Medical Care and other involved agencies when requested.
 4. Provide resource and referral information, i.e., refer the child and family to appropriate services and be available for consultation/ and/or questions and assist the family and DHS in the identification of EPSDT and HCBS-IH Waiver service(s) and service provider(s).

5. Provide parent/caregiver support and information about family support groups, respite programs, day care and other resources and coordinate multiple home and community services.
 6. Facilitate a diagnostic evaluation by a multidisciplinary team, in special circumstances, such as in appeals.
 7. Work with DHS to provide follow-up to assure that planned services were actually received.
 8. Provide health related anticipatory guidance to parents/caregivers.
 9. Provide other selected functions to enhance access to health care, e.g., early case finding/referral, facilitating communication and collaboration between parents/caregivers and providers or service agencies.
- B. CHSC shall assist DHS as needed or requested, for administration and quality assurance purposes, in the following ways:
1. Consult with DHS staff to determine if the HCBS-IH Waiver and EPSDT provider qualifications and conditions of the program, including services, are being met.
 2. Serve as a liaison between providers and families and assist families to obtain needed EPSDT and HCBS-IH Waiver services.
 3. Provide information to DHS staff regarding client service needs of medically complex children and review the health needs of these children with DHS service workers
 4. Identify available personnel and resources needed to provide needed home and community-based services.
 5. Participate, as needed, as an EPSDT health consultant or facilitator at care conferences and assist the family or DHS in developing and updating a family-centered coordinated plan of care.
 6. Provide input and consultation to DHS, in preparation for the annual interdisciplinary team meeting for the HCBS-IH Waiver program.
 7. Provide health-related technical assistance and consultation regarding children with complex special health care needs to professionals and consumers.
 8. Serve on the EPSDT/Care for Kids Advisory and the HCBS-IH Waiver Advisory Committees of DHS and related committees; help to review the IH Waiver rules and regulations, services, and other related issues; help to establish the periodicity schedule of health

care, review EPSDT rules and regulations and the components of EPSDT screens, and assure that both programs are coordinated and conducted without duplication of effort.

9. Work in collaboration with the Iowa Department of Public Health, the Iowa Foundation for Medical Care, the Disability Determination Services Bureau, the Iowa Department of Education and other agencies that participate in the HCBS-IH Waiver program or who serve as EPSDT providers.
 10. Maintain toll free voice and TTY numbers that allow families to contact and receive information from appropriately trained personnel who will provide information and referral for services for children with special health care needs.
 11. Provide information to families about CHSC services translated for Spanish only speaking persons.
- C. Federal and State accountability initiatives now requires outcomes and performance measures. CHSC also believes in on going monitoring of quality assurance for the technical assistance and care coordination efforts provided for the HCBS-IH Waiver and EPSDT programs. CHSC shall provide DHS with reports on the following performance measures:
1. CHSC shall demonstrate the provision and oversight of high-quality supports and services to consumers through the following measures:
 - (a) Eighty (80) percent or above of families served through this agreement that report satisfaction with the services for children with special needs under the age of 21 provided by CHSC.
 - (b) Eighty (80) percent or above of hospital-based pediatric discharge planning staff, who works with children with special needs populations, who report familiarity with CHSC and the services that CHSC can provide families.
 2. CHSC has qualified staff commensurate with the needs of the consumers they serve. These staff demonstrates competency in performing duties and in all interactions with consumers.
 3. CHSC establishes and maintains fiscal accountability.
 4. CHSC provides training and supports to staff. This training includes:
 - (a) Consumer rights.
 - (b) Confidentiality.

- (c) Identification and reporting of child and dependent adult abuse. CHSC shall have written policies and procedures and a staff training program for the identification and reporting of child and dependent adult abuse to the Department pursuant to 441—Chapters 175 and 176.
 - (d) Individual consumer support needs.
 - 5. CHSC shall demonstrate methods of evaluation.
 - (a) Past performance is reviewed.
 - (b) Current functioning is evaluated.
 - (c) Plans are made for the future based on the evaluation and review.
 - 6. Consumers and their representatives have the right to appeal CHSC's implementation of the outcomes or staff or contractual person's action, which affects the consumer. CHSC shall distribute the policies for consumer appeals and procedures to consumers.
- D. DHS shall perform the following duties in accordance with responsibility for eligibility determination and service provision:
 - 1. Determine financial eligibility of persons applying for the HCBS-IH Waiver program or the Title XIX Program using established DHS policies.
 - 2. Determine service eligibility according to the DHS service program policies, considering recommendations for service needs from the child's primary case manager and the CHSC designated staff when developing the plan of care.
 - 3. Assist eligible providers in enrolling as Medicaid providers and assure the recipient freedom of choice of qualified EPSDT and HCBS-IH Waiver providers when the care plan is being established.
 - 4. Assure that the recipient or representative signs the necessary forms to choose the HCBS-IH Waiver program over institutional care when the care plan is established.
 - 5. Assure that the recipient or representative is asked to participate in the EPSDT program at the initial determination of Medicaid eligibility and on an annual basis.
 - 6. Inform the family of EPSDT recipients who are children with complex special health care needs about the services of CHSC as stated in this Agreement.

7. Refer to CHSC those recipients who are children with complex special health care needs and choose to participate in EPSDT or are determined financially eligible for the HCBS-IH Waiver program.
8. When DHS requests CHSC to be involved in an EPSDT or HCBS-IH Waiver case, DHS will contact and update CHSC on the client's needs, and when appropriate schedule joint visits. The DHS shall inform CHSC when a child is no longer receiving services.
9. Inform HCBS-IH Waiver program families on an annual basis what their child's level of care is and EPSDT program families at the initial determination of Medicaid eligibility and on an annual basis when and what routine EPSDT screening are recommended.
10. Make available in writing to CHSC all rules and regulations with references to EPSDT and HCBS-IH income, resource and service eligibility criteria and components. Prior to implementing new rules, CHSC will be notified and consulted for input on changes that affect EPSDT and HCBS-IH Waiver children.
11. Ensure the family receives and completes the annual HCBS assessment forms.
12. Review the annual HCBS-IH Waiver Reassessment form when revising the child's plan of care. Include input from CHSC in the plan of care when appropriate.
13. Assure that a copy of the DHS plan of care is sent to the family and CHSC when developed or updated.
14. Provide Medicaid training to CHSC staff on site or by telephone conference within six weeks of a request from CHSC.

5. Compensation

The term of this agreement shall be one (1) year effective from July 1, 2004, and remain in effect until June 30, 2005 unless terminated in accordance with Section 5.0 of this Agreement.

CHSC will be paid for the services described in section 3.0 a fee not to exceed \$853,104 for the Agreement period of July 1, 2004 through June 30, 2005 (**See APPENDIX A**). The agreement will allow for reimbursement of travel expenses not to exceed the limits established by the University of Iowa. Expenses for meetings, including meals, will be reimbursed at cost.

- A. CHSC shall submit detailed invoices on a quarterly basis for services rendered. The invoices shall be submitted to the Department with appropriate detail and information as necessary to support all charges included on the invoice. The supporting documentation will be available

for audit purposes (**See APPENDIX B**). The Agreement Number shall be placed on all claims for payment. Claims shall be submitted to:

Sally Nadolsky, EPSDT
Sue Stairs, Ill and Handicapped Waiver
Bureau of Long Term Care
Department of Human Services
Hoover State Office Building
Des Moines, IA 50319

- B. The invoices shall be reviewed by the Department for accuracy and adequacy of documentation for approval and submission to Payments and Receipts for processing. The State shall pay all approved invoices in arrears and in conformance with Iowa Code Section 421.40 and 701 IAC 201.1(2). The State may pay in fewer than 60 days, as provided in Iowa Code Section 421.40. However, an election to pay in fewer than 60 days shall not act as an implied waiver of Iowa Code Section 421.40.
- C. In the event of unlawful, unauthorized or excess expenditures incurred by CHSC in the performance of this agreement, the Department will terminate the agreement if necessary and CHSC will be liable for these expenditures. The Department will provide written notice to the CHSC requesting that the disallowed expenditure be remedied immediately.

6. *Default and Termination*

- A. Termination for Cause by the Department
 - 1. The occurrence of any one or more of the following events shall constitute cause for the Department to declare the CHSC in default of its obligations under this Agreement:
 - a. Failure to observe any condition or perform any obligation created by the Agreement; or
 - b. Failure to make substantial and timely progress toward performance of the Agreement; or
 - c. Failure of CHSC's services to conform to any specifications noted herein.

- B. Termination upon Notice

Either party may terminate this Agreement, without penalty or incurring further obligation, upon 60 days' written notice. CHSC shall be entitled to compensation for services or goods provided prior to and including the termination date.

C. Termination Due to Lack of Funds or Change in Law by the Department

1. The Department shall have the right to terminate this Agreement without penalty by giving thirty (30) days; written notice to CHSC as a result of any of the following:
 - a. Adequate funds are not appropriated by the Legislature to allow the Department to operate as required and to fulfill its obligations under this Agreement; or
 - b. Funds are de-appropriated, not allocated, or if funds needed by the Department, at the Department's sole discretion, are insufficient for any reason; or
 - c. The Department's authorization to conduct business is withdrawn or there is a material alteration in the programs the Department administers; or
 - d. The Department's duties are substantially modified.
2. The Department will make reasonable efforts to secure funding in an effort to pay CHSC under the terms of this Agreement. If any appropriation to cover the costs of this Agreement becomes available within 60 days subsequent to termination under this clause, the Department agrees to re-enter the Agreement with CHSC under the same terms as the original Agreement, provided CHSC is still available to provide the services.
3. In the event of termination of this Agreement, due to lack of funds or change in law, the sole remedy of CHSC shall be payment for services completed prior to termination.

D. **Immediate Termination by the Department.** The following will be cause for immediate termination of the Agreement upon written notice by the Department:

1. In the event CHSC is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Agreement effective as of the date on which the license or certification is no longer in effect;
2. DHS determines that the actions, or failure to act, of CHSC, its agents, employees or subcontractors have caused, or reasonably could cause, a client's life, health or safety to be jeopardized;
3. CHSC fails to comply with confidentiality laws or provisions.

- E. **Delay or Impossibility of Performance.** Neither party shall be in default under this Agreement if performance is delayed or made impossible by an act of God. The delay or impossibility must be beyond the control and without the fault or negligence of the defaulting party. If delay results from a subcontractor's conduct, negligence or failure to perform, CHSC shall not be excused from compliance with the terms and conditions of this Agreement.
- F. **Failure to comply with the Business Associate Agreement.** In the event of a failure by the CHSC to comply with a material term of the Business Associate Agreement included as Appendix C, the DHS may terminate the agreement with thirty (30) days written notice.

7. Upon Expiration or Termination of this Agreement, the CHSC Shall:

1. Deliver to the Department within twenty (20) calendar days after such expiration or termination all data (and data base definitions), records, information and items, including partially completed plans, drawings, data, documents, surveys, maps, reports and models which belong to the Department.
2. Comply with the Department's instructions for the timely transfer of active files and work being performed by CHSC under this Agreement to the Department or the Department's designee.
3. Protect and preserve property in the possession of CHSC in which the Department has an interest.
4. Stop work under this Agreement on the date specified in any notice of termination provided by the Department.
5. Submit to the Department invoices substantiating all charges for work performed by CHSC prior to the effective date of expiration or termination.
6. Cooperate in good faith with the Department, its employees and agents during the transition period between the notification of termination and the substitution of any replacement entity.

8. Applicable Confidentiality Laws and Regulations

It is understood that the data exchange entered into by DHS and CHSC is regulated by and subject to 42 C.F.R. § 435.945(f), which describes the minimum requirements that must be met before DHS may release data to CHSC, and 42 C.F.R. §§ 421.300 to 431.307, which requires the safeguarding of information on applicants and recipients.

It is further understood that information exchanged between DHS and CHSC concerning Medicaid-eligible individuals and covered services is

restricted to purposes directly connected with the administration of the Iowa Medical Assistance Program.

DHS and CHSC shall comply with all applicable federal and state laws and regulations regarding the confidentiality of all client records, and the information contained therein. DHS and CHSC also agree to obtain written consent from the client, provider, and/or other authorized representative, for the release of information to any individual or entity not associated with the administration of the program.

The provisions of this section shall survive termination of the Agreement.

9. *Restrictions on the Use of Funds*

No federal appropriated funds have been paid or will be paid on behalf of the Department or CHSC to any person for influencing or attempting to influence an officer or employee of any federal agency, or an employee of a member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, or member of Congress, or an employee of a member of Congress, in connections with this Agreement, grant, loan or cooperative agreement, CHSC shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10. *Employment Practices*

- A. CHSC is administered by The University of Iowa, Department of Pediatrics. DHS shall not provide CHSC with office space, support staff, equipment or tools, or supervision beyond the terms of this Agreement. Neither DHS employee benefits, including but not limited to, retirement benefits insurance coverage or paid leave shall be made available to CHSC or its employees. DHS shall not withhold taxes on behalf of CHSC (unless required by law). CHSC shall be responsible for payment of all taxes, fees and charges when due.
- B. CHSC shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. CHSC must take affirmative action to ensure that employees, as well as applicants for employment are treated without discrimination because of their race, color, religion, sex, national origin, or disability. Such action shall include, but is not limited to, the following: employment upgrading, demotion or

transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or their forms of compensation, and selection for training, including apprenticeship. CHSC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provision of this Equal Employment Opportunity (EEO) clause.

- C. CHSC shall, in all solicitations or advertisement for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disabilities, except where it relates to a bona fide occupational qualification.
- D. CHSC must comply with all provisions of Executive order #11246 dated September 24, 1965, including amendments as well as the rules, regulations and relevant orders of the Secretary of Labor.
- E. In the event of that CHSC is non-compliance with EEO clause the agreement or with such rules, regulations or orders, the agreement may be terminated or suspended, and CHSC may be declared ineligible for further government contracts. Other sanctions may also be imposed as provided in Executive Order #11246 or by rules, regulations of other orders of the Secretary of Labor. CHSC must comply with all applicable conditions of Title 29 U.S. Code, section 794 (Rehabilitation Act of 1972).
- F. *Title VI compliance* - CHSC shall be in compliance with Title VI of the 1964 Civil Rights Act as amended and all other federal, state, and local laws and regulations regarding the provision of services.
- G. *Section 504 compliance* – CHSC shall be in compliance with Section 504 of the Rehabilitation Act of 1972 as emended and with all federal, state, and local Section 504 laws and regulations.
- H. *American with Disabilities Act compliance* – CHSC shall be in compliance with the American with Disabilities Action of 1990 and with all federal state and local laws and regulations regarding the American with Disabilities Act.
- I. *Affirmative Action* – CHSC shall apply affirmative action measures appropriate to correct deficiencies or to overcome the effects of past or present practices, policies, or other barriers to equal employment opportunities.
- J. *Equal Opportunity* – CHSC shall exclude no person from the participation in or receipt of programs, activities or benefits on the grounds of race, color, creed, national origin, sex, age, religion, political belief, or physical or mental disability.

11. *Independent Contractor.* The status of the CHSC and all subcontractors, shall be that of an independent Contractor. The Department shall not provide CHSC with office space, support staff, equipment or tools, or supervision beyond the terms of this Agreement. Neither CHSC nor its employees are eligible for any state employee benefits, including but not limited to, retirement benefits insurance coverage or paid leave. Neither CHSC nor its employees shall be considered employees of the Department or the State of Iowa for Federal or state tax purposes. The Department shall not withhold taxes on behalf of CHSC (unless required by law). CHSC shall be responsible for payment of all taxes, fees and charges when due.

12. *Health Insurance Portability and Accountability Act of 1996*

Security: CHSC shall comply with the security of medical data provisions of the Health Insurance Portability and Accountability Act of 1996 and the final regulations published in the Federal Register, Volume 68, pages 8334 through 8381 dated February 20, 2003. The final regulations will be codified at 45 CFR Part 142.

Privacy: CHSC shall comply with the privacy of medical data provisions of the Health Insurance Portability and Accountability Act of 1996 and the final regulations published in the Federal Register, Volume 65, pages 82462 through 82829, dated December 28, 2000. The final regulations will be codified at 45 CFR Parts 160 and 164.

Administrative Simplification: CHSC shall comply with the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, and the final regulations published in the Federal Register, Volume 65, pages 50312 through 50371, dated August 17, 2000, including the use of standard transactions in any electronic transactions performed. The final regulations will be codified at 45 CFR Part 160 and 162.

The parties agree that a Business Associate contract and/or a Trading Partner Agreement may be necessary under the terms of HIPAA and agree to either execute a separate contract(s) regarding those terms or an addendum(s) to this agreement (**see APPENDIX C**).

13. *Tobacco Smoke*

Public Law 103227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in

indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

14. *Records Retention and Access*

Iowa Child Health Specialty Clinics shall maintain books, records, and documents which sufficiently and properly document and explain all charges billed to the Department throughout the term of this Agreement for a period of at least **[five]** years following the date of final payment or completion of any required audit begun during the aforementioned five (5) years, whichever is later. Records to be maintained include both financial records and service records. The Iowa Child Health Specialty Clinic shall permit the Auditor of the State of Iowa or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Iowa Child Health Specialty Clinic relating to orders, invoices, payments, services provided or any other documentation or materials pertaining to this Agreement, wherever such records may be located.

15. *General Provisions*

- A. This agreement may be amended or modified at any time by mutual agreement between DHS and CHSC. Any amendments or modification shall be in writing.
- B. *Notices.* Notices under this Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. The effective date for any notice under this Agreement shall be the date of mailing which may be effected by certified U.S. Mail, return receipt requested, with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS.

16. Contact Parties

If to Agency: Attn: Sally Nadolsky
Attn: Sue Stairs
Bureau of Long Term Care
Department of Human Services
Hoover State Office Building
Des Moines, IA 50319

If to CHSC: Attn: Brian Wilkes
Child Health Specialty Clinics
100 Hawkins Drive #247 CDD
Iowa City, IA 52242

17. Execution

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have cause their duly authorized representatives to execute this Agreement. This Agreement supersedes any previous agreements entered into between the parties.

**The University of Iowa on behalf of:
CHILD HEALTH SPECIALTY CLINICS**

By: _____
Name: Brian Harvey
Title: Director, Sponsored Programs

Date: _____

By: _____
Name: Jeffrey Lobas, MD, MPA
Title: Director, Child Health Specialty Clinics

Date: _____

Federal Tax Identification Number: 42-6004813

**State of Iowa,
THE DEPARTMENT OF HUMAN SERVICES**

By: _____
Name: Kevin W. Concannon
Title: Director, Department of Human Services

Date: _____

**IOWA DEPARTMENT OF HUMAN SERVICES
AND
IOWA DEPARTMENT OF PUBLIC HEALTH
COOPERATIVE AGREEMENT**

1.0 IDENTITY OF PARTIES

- A. The State of Iowa, Department of Human Services, (referred to in this document as the "Department") is the issuing agency for this Agreement. The Department's address is: 1305 East Walnut, Des Moines, IA 50319.
- B. The State of Iowa, Department of Public Health, (referred to in this document as "IDPH") is entering into this Agreement to provide the products and or services defined in Section 5 below. The address of the IDPH is 321 E. 12th Street, Des Moines, IA 50319.

2.0 DURATION OF CONTRACT

The term of this Agreement shall be July 1, 2004 through June 30, 2005, unless terminated earlier in accordance with Section 4 of this Agreement.

3.0 PURPOSE

This agreement between the parties listed shall assure the availability of comprehensive, cost-effective, and quality medical care for the mutual beneficiaries. This agreement shall assure the following:

- 1. A mutually agreed-upon goal and set of objectives;
- 2. A definition of the scope of services provided state and local agencies and the criteria each party utilizes in determining eligibility for benefits.
- 3. The development of a cooperative and collaborative relationship at the State level to prevent duplication of services, and to assist local human services offices and health agencies to develop cooperative and collaborative relationships; and
- 4. A delineation of both the mutual and individual responsibilities of the parties in planning, financing, implementing, and evaluating services to those individuals designated as eligible beneficiaries of Iowa's Title V; Supplemental Nutrition for Women, Infants and Children; and Title XIX programs.

4.0 TERMINATION UPON NOTICE

Either party may terminate this Agreement, without penalty or incurring of further obligation, upon thirty days' written notice. The IDPH shall be entitled to compensation for services or goods provided prior to and including the termination date

5.0 SCOPE OF SERVICES

The Title V, Title X, WIC, Title XIX, and Title XXI Programs have jointly committed major fiscal and personnel resources to improve the quality of health services provided statewide. There is significant conformity of program objectives, due to the similarity of eligibility criteria and with the ever-increasing emphasis on cooperation and collaboration to develop a system to ensure that comprehensive health service will be available to the programs' beneficiaries. It is therefore agreed by the parties that potential benefits from cooperation between Title V, Title X, WIC, Title XIX, and Title XXI in the attainment of the goal of this agreement, include the following:

1. Promotion of continuity of care;
2. Sharing of scarce expertise;
3. Reduction of duplication of effort;
4. Efficient allocation of resources;
5. Achievement of greater accountability.

Inherent in these benefits to the parties and the system are enhanced and expanded health-care services to mutual beneficiaries and the improvement of the health of the citizens of the State of Iowa.

It is further agreed by the parties that each shares responsibility in the attainment of the following mutual objectives.

1. To increase the utilization of Title XIX, Title X, WIC, and Title V programs by mutual efforts of both state agencies. The number of referrals to DHS and to IDPH-funded agencies will increase.
2. To maximize resources and expertise of IDPH and DHS in order to increase the quality and continuity of care of eligible clients.

The parties further agree that the following responsibilities shall persist:

1. DHS is responsible for the conduct of the Title XIX Program as mandated by the appropriate federal and state statutes and regulations and as described in the Title XIX Plan and related documents. 42 CFR 431.615; 42 CFR 441.61
2. IDPH is responsible for the conduct of the Maternal and Child Health and WIC Programs as mandated by appropriate federal and state statutes and regulations and as described in the appropriate section of the Title V and WIC State Plans. 1902(a)(11), 1902(1)(1)(A) or (B)
3. DHS under the direction of the *hawk-i* Board, is responsible for the conduct of the Title XXI Program as mandated by the appropriate federal and state statutes and regulations as described in the Title XXI Plan and related documents.

A) Services Each Party Offers

(1) DHS

(a) Program Services for Title XIX

Physician - includes medical and surgical services performed in the office, clinic, hospital, home, or other location, including diagnostic tests, X-rays, and procedures that are part of medical diagnosis and treatment.

Dentist - includes cleaning the teeth, fillings, extraction, dental surgery, and dental disease control.

Dental Hygienist – includes preventive dental services.

Prescription drugs - covers insulin, birth control drugs and supplies, and drugs that by law can only be sold by a pharmacy on a physician's prescription. Also covered are medical and sickroom supplies.

Chiropractors - covers services of a chiropractor received in the office, clinic, home or other location. Covers manual manipulation of the spine for treatment of a subluxation only.

Rural Health Clinics - covered services includes physician services, nurse practitioner and physician's assistant services, visiting nurse services and other ambulatory services.

Federally Qualified Health Centers - covered services include physician services, nurse practitioner and physician's assistant services, dental, visiting nurse services, and other ambulatory services.

Optometrists/Opticians - covered services include the eye examination to determine the need for glasses, purchase of glasses, necessary repairs to glasses and visual aids for subnormal vision and other medically necessary special optical appliances.

Ambulance - covered services conditionally.

Medical Transportation - covered service to receive necessary medical care if the type of care required is not available in the community. Local transportation covered for EPSDT services and pregnant women covered by Title XIX.

Ambulatory Surgical Centers - covered services are those furnished in connection with a medically necessary surgical procedure.

Podiatrists - covered services primarily include surgery of the foot and certain prosthetic appliances for the foot.

Orthopedic Shoes - covered service if prescribed in writing by a doctor of medicine, osteopathy, or podiatry.

Occupational Therapy and Speech Therapy - covered services if provided by a therapist employed by a hospital, home health agency, nursing home, or physician and prescribed by a physician.

Physical Therapy - covers physical therapy services provided by a therapist employed by a hospital, home health or rehabilitation agency, nursing home or physician when prescribed by a physician.

Hearing Aids - covered services include examination to establish the need for a hearing aid, hearing aids, and necessary batteries, supplies and repairs.

Home Health Agencies - covered services include part-time skilled nursing care, physical therapy, speech therapy, occupational therapy, part-time services of home health aides, medical social services and medical supplies and equipment provided by the home health agency. Private duty nursing and personal care services are covered for EPSDT eligibles.

Medical Equipment - covered services include items of equipment that are primarily medical in nature.

Family Planning Clinics - covered services include counseling, medical examination, laboratory tests, drugs and supplies.

Maternal Health Centers - covered services include prenatal and postpartum medical care and enhanced services including health education, nutritional counseling, case management, social work services, and a postpartum home visit.

Psychologists - covered services include services of a qualified psychologist in private practice or services by an employee of a hospital, community mental health center, or physician.

Community Mental Health Centers - services include services of a psychiatrist, psychologist, social worker, or psychiatric nurse.

Independent Laboratories - covered services include diagnostic tests provided by independent laboratories certified for the tests.

Early and Periodic Screening, Diagnosis and Treatment -covered services include a comprehensive health, vision, hearing, and dental screening for individuals under age 21 and all medically necessary treatment identified by the practitioner.

Birth Centers - covered services include prenatal postpartum medical care and delivery.

Nurse Midwives - covered services include prenatal and postpartum medical care, delivery, and gynecological services.

Family and Pediatric Nurse Practitioner - services include routine physical examinations, and other services within their scope of practice.

Area Education Agencies - covered services include psychologist, physical therapy, occupational therapy, speech-language therapy, nursing, social work, vision, and audiological services.

Infant and Toddler Program - covered services include audiological, developmental, health and nursing, medical transportation, nutrition counseling, occupational therapy, physical therapy, psychologist, speech-language therapy, social work, service coordination, and vision services.

Local Education Agencies - covered services include audiological, behavior, consultation, medical transportation and escort, nursing, nutrition counseling, occupational therapy, personal health, physical therapy, psychologist, service coordination, social work and counseling, speech-language therapy, vision, and primary and preventive care services.

Rehabilitation Services for People with Chronic Mental Illness-Services include rehabilitation support services and day program services.

Rehabilitative Treatment Services - services designed to restore a function or skill that an individual lost or never gained as a result of interference in the normal maturational and learning process due to individual or parental dysfunction. The individual must have the capability to learn the function or skill. Rehabilitative treatment services are designed to address the treatment needs of a child in one of the following programs: family centered, family preservation, family foster care, group care.

Lead Investigation Services - inspections to determine sources of lead exposure for an elevated blood lead (EBL) child, preventive education, health education, and report.

Hospitals - covers both inpatient and outpatient care.

Nursing Facilities - covered services include 24 hours supervision of licensed nursing personnel if certified by a physician for this level of care.

Home and Community Based Services - covered services include personal emergency response, home and vehicle modification, chore, respite, home health aide, personal care, nursing, supported community living, case management, adult day care, interim medical monitoring and treatment and consumer-directed attendant care services.

**(2) IDPH--Community Health Division
(a) Maternal and Child Health Services**

Child Health Services – provided statewide and include informing services, care coordination services, and assurance of comprehensive health assessments for children ages 0 through 21 according to a recommended schedule of periodicity. Assessments include health history,

physical exams, developmental assessments, vision and hearing screenings, dental assessment, psychosocial assessment, laboratory testing, immunizations, and anticipatory guidance. Clients are linked to other community services providers as needed.

hawk-i Outreach Program: conducts *hawk-i* outreach on both a statewide and local level. *hawk-i* grassroots outreach is implemented on a local level through individualized community needs assessments. Outreach efforts are focused on four areas: schools, faith-based, healthcare providers and special populations. Additional community stakeholders are also engaged in outreach such as: libraries, chambers of commerce and workforce development offices. Families are assisted in receiving services through awareness of the *hawk-i* program.

Maternal Health Services - provides prenatal and postpartum care to Medicaid eligible and other low income Iowa women. Services include medical assessment, health and nutrition educational, psychosocial counseling, care coordination and postpartum home visiting. Maternal centers facilitate client arrangements for delivery.

Iowa Barriers to Prenatal Care Project - This special project is designed to identify problems women experience in accessing prenatal or delivery care. It is a cooperative venture of all Iowa maternity hospitals, the Statewide Perinatal Program, the University of Northern Iowa, and the Iowa Department of Public Health.

(b) Family Planning

Family Planning Services - are for women and men who are concerned about reproductive health, unplanned pregnancies, the number and spacing of their children, and birth control methods. Family planning clinics offer birth control exams and supplies, health education and information, STD testing and treatment, and community education.

(c) Dental Health Services -

Dental Health – programs target pregnant women, children, and youth, for the prevention, early identification, referral, and treatment of oral disease. Programs include school-based dental sealant, dental care for persons with disabilities, school fluoride mouthrinse, school dental card, and access to baby and child dentistry. Bureau staff provide technical assistance and consultation.

Genetic Services -

Regional Genetic Consultation Services - comprehensive genetic health care services including diagnostic evaluations and confirmatory testing, medical management, individual and family education and supportive counseling, case management and follow-up. The service is a joint program of the Iowa Department of Public Health and the University of Iowa Hospitals and Clinics.

(d) WIC Services-

WIC Services - Pregnant, postpartum/breast-feeding Women, Infants and Children up to 5 years of age who are less than 185% of current poverty guidelines or otherwise determined to be at nutritional risk receive special supplemental foods nutrition education and referral for health care.

(e) Public health nursing and home care aides

Public Health Nursing and Home Care Aides - statewide technical assistance and consultation is provided to local health departments and private, non-profit community based

Sally N -
No
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s yet

agencies who deliver care to families with disease and disability problems, health promotion, immunization, home care aide and a variety of support services at the local level.

B) Eligible Populations

The programs conducted by the parties to this agreement have overlapping populations and distinct target groups for specific services within eligible populations. The following descriptions are set out in order to define populations that may be impacted by this agreement.

(1) IDPH Community Health Division

The eligible population for family and child health services is all women of childbearing age and children up through age twenty-one (21). Particular emphasis is placed on providing services to low-income families.

(2) DHS (Title XIX)

With few exceptions, Medicaid is available to the following individuals:

- (b) Current recipients of FIP benefits
- (c) Current recipients of SSI benefits
- (d) Current recipients of State Supplement benefits
- (e) Foster care recipients

(3) DHS (Title XXI)

Healthy And Well Kids in Iowa (*hawk-i*) is available to uninsured children in families whose income is under 200% of poverty.

C) The Mutual Objectives And Respective Responsibilities Of The Parties To The Agreement:

(1) Objective I To increase the utilization of Title XIX, Title X, WIC, Title V, and Title XXI programs by mutual efforts of both state agencies:

- (b) DHS shall:
 - (i) Inform DHS applicants who are women ages 15-44 and children ages 0-21 of the Title V Programs in their community;
 - (ii) Notify in a timely manner all individuals in the State who are determined to be eligible for medical assistance and who are pregnant women, breastfeeding or postpartum women or children below the age of 5, of the availability of WIC services
 - (iii) Furnish local Title V Programs with DHS application forms and brochures explaining application, eligibility, and services; and
 - (iv) Furnish financial support for transportation of Title XIX clients to local family and child health services according to the Iowa Administrative Code 441-78.18.
 - (v) Administer the Title XXI program in accordance with federal and state law and regulations.

- (c) IDPH shall:
 - (i) Refer all patients potentially in need of social services to local DHS offices for assistance and require Title V funded maternal health centers to participate in presumptive eligibility;
 - (ii) Provide potentially eligible patients with DHS applications and brochures;
 - (iii) Furnish local DHS offices with brochures and other information explaining eligibility for Title V and WIC services locally available; and
 - (iv) Furnish written information that the Medicaid Program can send to recipients concerning the availability of family and child health services.

(2) Objective II To maximize resources and expertise of IDPH and DHS in order to increase the quality and continuity of care of eligible clients.

- (b) DHS shall:
 - (i) Furnish IDPH with Title XIX provider manuals as requested.
 - (ii) Issue Title XIX vendor numbers to maternal health centers, child health centers, and lead investigation agencies that meet family and child health standards in accordance with the Iowa Administrative Code. Also a vendor number will be issued to the IDPH in order to access the REVS system.
 - (iii) Provide training and technical assistance to family and child health staff on federal laws and regulations governing Medicaid coverage and eligibility; and
 - (iv) Coordinate and collaborate with family and child health and other state level entities involved in providing services to mothers and children around planning, financing, implementing, and evaluating of Medicaid services utilized by this population group.
- (c) IDPH shall:
 - (i) Request Title XIX provider manuals as needed;
 - (ii) Develop standards and implement an accreditation process for maternal health centers, child health centers, and lead investigation agencies to assure consistency and quality care throughout Iowa;
 - (iii) Provide training and technical assistance to DHS staff on federal laws and regulations governing IDPH Programs;
 - (iv) Coordinate and collaborate with DHS and other state level entities involved in providing services to mothers and children around the planning, financing, implementing, and evaluating health services utilized by this population group.

D) Cooperation and Collaborative Relationship at the State Level

Policy decisions necessary for the implementation of this agreement shall be developed through a communicative relationship between the parties to this agreement. The appropriate division directors must approve in writing all mutually agreed-upon decisions.

E) Early Identification of Individuals Under 21 in Need of Medical or Remedial Services

The parties to this agreement assure that their staff or agencies they contract with for direct services will inform and refer Medicaid eligible persons under 21 for screening, diagnostic, and treatment services.

F) Reciprocal Referrals

In addition to the specific arrangements stipulated in the previous sections of this agreement, each party to this agreement will specify the referral mechanisms utilized to refer to each of the parties respective programs.

Ongoing communication between state level staff responsible for planning, financing, implementing and evaluating health care services will occur so that a coordinated system can be assured.

6.0. PAYMENTS AND REIMBURSEMENTS

In addition to the specific arrangements detailed in the previous sections of this agreement, each of the parties to this agreement shall continue to cooperate in their usual and customary fiscal relationship to ensure federal dollars will be used more productively. It is intended that WIC funds will be the first and primary source of payment for nutritional products and services for persons eligible for WIC services. Title XIX will be the primary source of payment for Title XIX medical services provided to mutual beneficiaries through Title V providers.

7.0 PROHIBITION AGAINST USING FUNDS FOR LOBBYING.

The IDPH covenants that funds provided under this Agreement shall not be used for purposes related to lobbying State or Federal elected officials.

8.0 SUSPENSION AND DEBARMENT.

The IDPH certifies pursuant to 31 CFR Part 19 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency.

9.0 TOBACCO SMOKE

Public Law 103227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity

10.0 CONTRACT ADMINISTRATION

- A. Independent Contractor.** The status of the IDPH, and all subcontractors, shall be that of an independent contractor. The Department shall not provide IDPH with office space, support staff, equipment or tools, or supervision beyond the terms of this Agreement.
- B. Compliance With Equal Employment And Affirmative Action Provisions.** The IDPH shall comply with all provisions of federal, state and local laws, rules and executive orders including, but not limited to, Equal Employment Opportunity

provisions, Occupational Health and Safety Act, Affirmative Action and Civil Rights rules and regulations, licensing requirements, records retention, and audit requirements.

- C. Compliance with Laws and Regulations.** The IDPH, its employees, agents and subcontractors, shall comply with all applicable state and federal laws, rules, ordinances, regulations and orders. The IDPH, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.
- D. Authorization.** Each party to this Agreement represents and warrants to the other that:
1. It has the right, power and authority to enter into and perform its obligations under this Agreement.
 2. It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- E. Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- F. Choice of Law and Forum.** The terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this Contract shall be brought in an appropriate Iowa forum.
- G. Not a Joint Venture.** Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Agreement.
- H. Assignment and Delegation.** This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For purposes of construing this clause, a transfer of a controlling interest in the Agreement shall be considered an assignment.
- I. Amendments.** This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be fully executed by both parties.
- J. Confidentiality.** Information of the Department, which identifies clients and services, is confidential in nature. The IDPH and its employees, agents and subcontractors shall be allowed access to such information only as needed for performance of their duties related to the Agreement. IDPH shall not use confidential information for any purpose other than carrying out IDPH's obligations under this Agreement. The IDPH shall establish and enforce policies and procedures for safeguarding the confidentiality of such data. The IDPH may be held civilly or criminally liable for improper disclosure. IDPH shall promptly notify the Department of any request for disclosure of confidential information received by the IDPH. DHS and IDPH also agree to obtain written consent from the client, provider and/or other

authorized representative, for the release of information to any individual or entity not associated with the administration of the program.

- K. Records Retention and Access.** The IDPH shall maintain books, records, and documents which sufficiently and properly document and explain all charges billed to the Department throughout the term of this Agreement for a period of at least five years following the date of final payment or completion of any required audit begun during the aforementioned five years, whichever is later. Records to be maintained include both financial records and service records. The IDPH shall permit the Auditor of the State of Iowa or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the IDPH relating to orders, invoices, payments, services provided or any other documentation or materials pertaining to this Agreement, wherever such records may be located.
- L. Integration.** This Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in this Agreement.
- M. United States Department of Health and Human Services (HHS) Contingency.** This Agreement may be subject to approval, review, and modification by the United States Department of Health and Human Services (HHS). The IDPH agrees to make all good faith efforts to comply with such requirements determined necessary by HHS.

11.0 EXECUTION

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

State of Iowa, The Department of Public Health

By: _____ Date: _____

Mary Mincer Hansen, RN, PhD

Title: Director

Federal Tax Identification Number: _____

State of Iowa, The Department of Human Services

By: _____

Date: _____

Kevin W. Concannon

Title: Director

IOWA DEPARTMENT OF HUMAN SERVICES

And

IOWA DEPARTMENT OF PUBLIC HEALTH

EPSDT Program

1.0 IDENTITY OF PARTIES.

- A. The State of Iowa, Department of Human Services, (referred to in this document as "DHS") is the issuing agency for this Agreement. The DHS's address is: Hoover Building, 1305 East Walnut, Des Moines, Iowa 50319.
- B. The State of Iowa, Department of Public Health, (referred to in this document as "IDPH") is entering into this Agreement to provide services defined in 4.0. IDPH is a business associate under the Health Insurance Portability Accountability Act (HIPAA) of 1996. The address of IDPH is: Lucas State Office Building, 321 E. 12th Street, Des Moines, Iowa 50319

2.0 DURATION OF AGREEMENT.

The term of this Agreement shall be July 1, 2004 through June 30, 2005, unless terminated earlier in accordance with the Termination section of this Agreement.

3.0 PURPOSE.

The parties have entered into this Agreement for the purpose of retaining IDPH to coordinate administration of the Early Periodic Screening, Diagnosis and Treatment Program hereafter referred to as EPSDT, in order to:

1. Develop and maintain local capability for conducting screening examinations required under the EPSDT program.
2. Increase program efficiency and effectiveness by assuring that needed services are provided timely and efficiently.
3. Develop and maintain local capacity for Maternal and Child Health Services and to provide Medicaid information and care coordination to EPSDT clients.
4. Develop a cooperative and collaborative relationship at all levels to prevent duplication of services.

4.0 SCOPE OF SERVICES.

The IDPH shall provide the following services in accordance with the defined performance expectations as set forth below.

1. Determine if local agencies requesting to be screening centers meet the recommended standards of medical practice established by the program. Monitor the quality of care provided by existing Child Health Screening Center providers through on-site evaluations and/or chart audits a minimum of every two years and quality assurance activities. Provide recommendations on enrollment requests in compliance with federal timelines. Report to DHS agencies that no longer meet the qualifications to be screening centers. It is estimated that this activity will require approximately 15 percent of a full-time position.
2. Provide consultation and technical assistance in communities in assessing local needs for EPSDT services. Assure that screening services are available in all 99 counties in Iowa. Dental access will be assessed. In areas where barriers to dental access for EPSDT services are identified, strategies for increasing dental access will be identified at both the state and community levels and recommendations will be made to DHS. Strategies may include surveillance activities to determine need. It is estimated that this activity will require approximately 125 percent of a full-time position
3. Implement the EPDST program through contracts established with Title V agencies. Provide consultation, technical assistance, and training pertaining to the EPSDT program including

- Medicaid outreach, informing services, care coordination services, and/or screening services for Medicaid eligible infants, children and youth. Coordinate distribution of Medicaid recipient information necessary for maintaining client records and implementing informing and care coordination services. Participate in evaluation of the effectiveness of the EPSDT outreach and care coordination system. It is estimated that this activity will require approximately 200 percent of a full-time position.
4. Provide consultation and technical assistance to schools and Area Education Agencies in investigating participation in EPSDT activities. It is estimated that this activity will require approximately a 30 percent full-time position.
 5. Provide continued technical assistance to Maternal and Child Health Centers conducting cost analyses to determine the cost of providing services in order to promote more cost efficient services. It is estimated that this activity will require approximately 20 percent of a full-time position.
 6. Provide consultation and technical assistance to communities in assessing local needs for Administrative Medicaid Claiming. Participate in claims review process and provide ongoing training. It is estimated that this activity will require approximately 50 percent of a full-time position.
 7. Coordinate meetings with the Department of Human Services and Prevention for Disability Policy Council and other health care providers to facilitate coordinated efforts to maintain a minimum screening participation rate of 80 percent of Medicaid eligible children. It is estimated that this activity will require approximately 1 percent of a full-time position.
 8. Provide technical assistance for targeted issues such as immunization, lead screening, developmental screening, and newborn hearing screening. This may consist of identifying baseline rates for Medicaid eligible children and recommend strategies for implementing monitoring systems. Targeted interventions may be developed, implemented and evaluated. It is estimated that this activity will require approximately 30 percent of a full-time position.
 9. Assist the editor of the EPSDT Care for Kids newsletter in identifying authors for newsletter articles. It is estimated that this activity will require approximately 2 percent of a full time position.
 10. Participate in planning and implementing the Medicaid Enterprise Activities [need language from Sally N] as it affects EPSDT, immunization, and other Title XIX providers with oversight by IDPH. It is estimated that this activity will require 2 percent of a full time position.↑
 11. Provide an annual report by December 30, 2005 which identifies the activities provided in the previous year. The report will be combined with the annual outreach report.

The DHS agrees:

1. To reimburse EPSDT screening centers for the full cost of providing screening, outreach and care coordination.
2. To provide to IDPH a daily list of names, addresses, and phone number of Medicaid clients who are eligible for EPSDT outreach and care coordination services so the local contract agencies can explain the benefits of preventive health and other services available to Medicaid families. The information must meet the federal informing requirement of the Medicaid EPSDT Program. The list must be provided in a timely manner in order to meet federally required time frames.
3. To maintain a vendor number for IDPH and to provide a vendor number to screening centers upon notification of their certification from the IDPH and to terminate vendor numbers upon notification that a center is no longer eligible to provide services.
4. To submit this agreement to the Centers for Medicare & Medicaid Services. Expenditures for the services described in this agreement will be eligible for federal match through the Medicaid Program consistent with Centers for Medicare & Medicaid Services rules.

5.0 BUDGET.

| | Total | IDPH State Match | DHS | Federal |
|--|----------------|-------------------------|---------------|----------------|
| Nurse Clinician (1.5 FTE) | 118,460 | 42,230 | 17,000 | 59,230 |
| Community Health Consultant (2.0 FTE) | 132,318 | 42,363 | 23,796 | 66,159 |
| Dental Hygienist (1.0 FTE) | 67,584 | 33,792 | | 33,792 |
| Dentist (0.5 FTE) | 27,028 | 13,514 | | 13,514 |
| *Clerical Support (1.5 FTE) | 58,842 | 29,421 | | 29,421 |
| *MIS Personnel (0.4 FTE) | 33,526 | 16,763 | | 16,763 |
| *Hourly | 8,000 | 4,000 | | 4,000 |
| Travel | 4,000 | 2,000 | | 2,000 |
| Telephone | 4,000 | 2,000 | | 2,000 |
| MIS Support | 20,000 | 10,000 | | 10,000 |
| Office/Printing | 12,000 | 6,000 | | 6,000 |
| Training/Registration | 3,000 | 1,500 | | 1,500 |
| Dental Outreach | 50,000 | 25,000 | | 25,000 |
| TOTAL | 538,758 | 228,583 | 40,796 | 269,379 |

**Clerical Support, MIS, and Hourly staff are not included in the IDPH FTE's identified in the scope of services.*

The IDPH will be paid for the services described in the Scope of Services section a fee not to exceed \$310,175.00 (federal and DHS funds) for the Agreement period. Claims shall be submitted quarterly.

The IDPH shall submit detailed invoices on a quarterly basis for services rendered. The invoices shall be submitted to the DHS with appropriate documentation as necessary to support all charges included on the invoice. The Agreement Number shall be placed on all claims for payment. Claims shall be submitted to:

Sally Nadolsky
 Division of Medical Services
 Department of Human Services
 Hoover Building
 1305 East Walnut
 Des Moines, Iowa 50319

6.0 MODIFICATION OR TERMINATION.

This agreement may be amended or modified at any time by mutual agreement between DHS and IDPH.

A. Termination upon written notice or unauthorized expenditures

1. This agreement may be terminated by either party by written notice of intent to terminate ninety days (90) in advance of desired termination date. In the event of such termination,

IDPH shall be reimbursed by DHS only for these allowable costs incurred or encumbered prior to the termination date.

2. In the event of unlawful, unauthorized or excess expenditures incurred by IDPH in the performance of this agreement, DHS will terminate the agreement if necessary and IDPH will be liable for these expenditures. DHS shall provide written notice to the IDPH requesting that the disallowed expenditures be corrected immediately.

B. Termination Due to Lack of Funds or Change in Law by the DH

In the event of a reduction in the appropriation from the state budget for the Division of Medical Services of DHS or an across the board budget reduction affecting the Division of Medical Services, DHS may either re-negotiate this agreement or terminate with ninety (90) days written notice.

C. Failure to Comply with the Business Associate Agreement

In the event of failure by the IDPH to comply with a material term of the Business Associate Agreement included as Addendum 1, the DHS may terminate the agreement with thirty (30) days written notice.

D. Delay or Impossibility of Performance

Neither party shall be in default under this Agreement if performance is delayed or made impossible by an act of God. The delay or impossibility must be beyond the control and without the fault or negligence of the defaulting party. If delay results from a subcontractor's conduct, negligence or failure to perform, the IDPH shall not be excused from compliance with the terms and conditions of this Agreement.

D. Upon Expiration or Termination of this Agreement, the IDPH shall:

1. Deliver to the DHS within ninety (90) calendar days after such expiration or termination all data (and data base definitions), records, information and items, including partially completed plans, drawings, data, documents, surveys, maps, reports and models which belong to the DHS;
2. Comply with the DHS's instructions for the timely transfer of active files and work being performed by IDPH under this Agreement to the DHS or their designee;
3. Protect and preserve property in the possession of the IDPH in which the DHS has an
4. interest;
5. Stop work under this Agreement on the date specified in any notice of termination provided by the DHS;
6. Cooperate in good faith with the DHS, its employees and agents during the transition period between the notification of termination and the substitution of any replacement IDPH.

7.0 TOBACCO SMOKE.

- A. Public Law 103227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, Agreement, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- B. IDPH certifies that it and its subcontractors will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for

children as defined by the Act.

8.0 AGREEMENT ADMINISTRATION

- A. Compliance with Equal Employment and Affirmative Action Provisions.** The IDPH shall comply with all provisions of federal, state and local laws, rules and executive orders which apply to insure that no client, employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. This includes but is not limited to Equal Employment Opportunity provisions, Occupational Health and Safety Act, Affirmative Action, Rehabilitation Act of 1973, Americans with Disabilities Act, and civil rights rules and regulations. The IDPH, if requested, shall provide state or federal agencies with appropriate reports as required to insure compliance with equal opportunity laws and regulations. The IDPH shall insure that its employees, agents and subcontractors comply with the provisions of this clause.
- B. Compliance with Laws and Regulations.** The IDPH, its employees, agents and subcontractors, shall comply with all applicable state and federal laws, rules, ordinances, regulations and orders. The IDPH, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.
- C. Solicitation.** The IDPH warrants that no person or selling agency has been employed or retained to solicit and secure this Agreement upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.
- D. Amendments.** This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement shall be fully executed by both parties.
- E. Additional Provisions.** The parties agree that if an Addendum, Attachment or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.
- F. Confidentiality.** Both parties shall comply with all applicable federal and state laws and regulations regarding the confidentiality of all client records, and the information contained therein. DHS and IDPH also agree to obtain written consent from the client, provider and/or other authorized representative, for the release of information to any individual or entity not associated with the administration of the program.
- G. Lobbying.** No federal appropriated funds have been paid or will be paid on behalf of the Agreement to any person for influencing or attempting to influence an officer or employee of any Federal agency, or Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form Report Lobbying," in accordance with its instructions.
- H. Records Retention and Access.** The IDPH shall maintain records, and documents which sufficiently and properly document and explain all charges billed to the DHS throughout the term of this Agreement for a period of at least five years following the date of final payment or completion of any required audit begun during the aforementioned five (5) years, whichever is later. Records to be maintained include both financial records and service records.
- I. Headings or Captions.** The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.
- J. Supersedes Former Agreements** This Agreement supersedes all prior Agreements between

the DHS and the IDPH for services and products provided in connection with this Agreement.

- K. Executive Order Compliance.** The contractor must comply with all provisions of Executive Order #1 1246, dated September 24, 1965, including amendments as well as the rules, regulations and relevant orders of the Secretary of Labor.
- L. Counterparts.** The parties agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- M. Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the DHS and the IDPH, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- N. Obligations Beyond Agreement Term.** This Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Agreement. All obligations of the DHS and the IDPH incurred or existing under this Agreement as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Agreement.
- O. Notices.** Notices under this Agreement shall be in writing to the individual at the address as it appears. The effective date for any notice under this Agreement shall be the date of mailing which may be effected by certified U.S. Mail, return receipt requested, with postage prepaid thereon, or by recognized overnight delivery service such as Federal Express or UPS:
- P. Health Insurance Portability and Accountability Act of 1996.** See Addendum I

9.0 Contacts

If to DHS: DEPARTMENT OF HUMAN SERVICES
Attn.: Sally Nadolsky
Bureau of Long Term Care

If to IDPH: IOWA DEPARTMENT OF PUBLIC HEALTH
Attn.: M. Jane Borst
Bureau Chief, Family Health Bureau

10.0 EXECUTION

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

State of Iowa, the Department of Public Health

By: _____ Date: _____

Name: Mary Mincer Hansen, RN, PhD

Title: Director

State of Iowa, The Department of Human Services

By: _____ Date: _____

Name: Kevin W. Concannon

Title: Director

IOWA DEPARTMENT OF HUMAN SERVICES
And
IOWA DEPARTMENT OF PUBLIC HEALTH
OUTREACH

1.0 IDENTITY OF PARTIES.

- A. The State of Iowa, Department of Human Services, (referred to in this document as "DHS") is the issuing agency for this Agreement. The DHS's address is: Hoover Building, 1305 East Walnut, Des Moines, Iowa 50319.
- B. The State of Iowa, Department of Public Health, (referred to in this document as "IDPH") is entering into this Agreement to provide the products and or services defined in 4.0. The address of IDPH is: Lucas State Office Building, 321 E. 12th Street, Des Moines, Iowa 50319

2.0 DURATION OF AGREEMENT.

The term of this Agreement shall be July 1, 2004 through June 30, 2005, unless terminated earlier in accordance with the Termination section of this Agreement.

3.0 PURPOSE.

The purpose of this agreement is to provide outreach services to women and children who are or may be Medicaid eligible.

4.0 SCOPE OF SERVICES.

The IDPH agrees:

- 1. To maintain a toll-free number that women and families can contact and receive information from appropriately trained personnel who provide information and referrals for prenatal care, family planning and well child services.
- 2. To assess the adequacy of the medical care and other services the woman or child utilizing the line is receiving and distribute health information concerning medical services that would meet the woman's or child's individualized needs.
- 3. To conduct a minimum of four (4) health education activities that link the target population with available health services. Health education activities will be mutually agreed upon by the Title V director and the EPSDT program specialist.
- 4. To submit an annual report combined with the EPSDT program report by December 30, 2005, which identifies the activities provided in the previous year. This report will contain information on the outreach activities that occurred, the number of toll-free calls received and other activities provided.

The DHS agrees:

- 1. To claim a federal match for the funds expended and remit this match to IDPH.
- 2. To submit this agreement to the Centers for Medicare and Medicaid Services. Expenditures for outreach activities will be eligible for a 50% federal match through the Medicaid program if approved by the Centers for Medicare and Medicaid Services.

5.0 BUDGET.

| | Total | Subtotal | Federal |
|--|----------------|-----------------|----------------|
| Personnel | 78,132 | 39,066 | 39,066 |
| Healthy Families Line Information & Referral | 124,000 | 62,000 | 62,000 |
| Outreach activities, (newsletters brochures, ads, posters, community coordination) | 39,000 | 19,500 | 19,500 |
| Publications, displays, forms, mailings | 7,000 | 3,500 | 3,500 |
| Total | 248,132 | 124,066 | 124,066 |

The IDPH will be paid for the services described in Section 4, Scope of Services a fee not to exceed \$124,066.00 for the agreement period.

The IDPH shall submit detailed invoices on a quarterly basis for services rendered. The invoices shall be submitted to the DHS with appropriate documentation as necessary to support all charges included on the invoice. The Agreement Number shall be placed on all claims for payment. Claims shall be submitted to:

Sally Nadolsky
Division of Medical Services
Department of Human Services
Hoover Building
1305 East Walnut
Des Moines, Iowa 50319

6.0 FEDERAL AUDIT

In the event of unlawful, unauthorized or excess expenditures incurred by IDPH in the performance of this agreement, the Department will terminate the agreement if necessary and IDPH will be liable for these expenditures. The Department will provide written notice to the IDPH requesting that the disallowed expenditure be remedied immediately.

7.0 TERMINATION.

- 1. Termination by written notice.** This agreement may be terminated by either party by written notice of intent to terminate ninety days (90) in advance of desired termination date. In the event of such termination, IDPH shall be reimbursed by DHS only for these allowable costs incurred or encumbered prior to the termination date.
- 2. Termination due to unauthorized expenditures.** In the event of unlawful, unauthorized or excess expenditures incurred by IDPH in the performance of this agreement, DHS will terminate the agreement if necessary and IDPH will be liable for these expenditures.
- 3. Termination due to lack of funds.** The performance by DHS of any of its obligations under the agreement shall be subject to and contingent upon the availability of federal and state funds lawfully applicable of such purposes. If DHS deems that funds lawfully applicable to this agreement shall not be available at any time during the agreement term, DHS may issue a termination notice to IDPH at least 90 days prior to the effective date that funds to continue this agreement will no longer be available. The obligations of the parties hereto shall end as of the specified date in the termination notice, and the agreement will be considered canceled.
- 4. Delay or Impossibility of Performance.** Neither party shall be in default under this Agreement if performance is delayed or made impossible by an act of God. The delay or impossibility must be beyond the control and without the fault or negligence of the defaulting party. If delay results from a subcontractor's conduct, negligence or failure to perform, the IDPH shall not be excused from compliance with the terms and conditions of this Agreement.

5. Upon Expiration or Termination of this Agreement, the IDPH Shall:

- A. Deliver to the DHS within ninety (90) calendar days after such expiration or termination all data (and data base definitions), records, information and items, including partially completed plans, drawings, data, documents, surveys, maps, reports and models which belong to the DHS;
- B. Comply with the DHS's instructions for the timely transfer of active files and work being performed by IDPH under this Agreement to the DHS or the DHS's designee;
- C. Protect and preserve property in the possession of the IDPH in which the DHS has an interest;
- D. Stop work under this Agreement on the date specified in any notice of termination provided by the DHS;
- E. Cooperate in good faith with the DHS, its employees and agents during the transition period between the notification of termination and the substitution of any replacement IDPH.

8.0 TOBACCO SMOKE.

Public Law 103227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, Agreement, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order to the responsible entity.

IDPH certifies that it and its subcontractors will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

9.0 AGREEMENT ADMINISTRATION

- 1. **Compliance with Equal Employment and Affirmative Action Provisions.** The IDPH shall comply with all provisions of federal, state and local laws, rules and executive orders which apply to insure that no client, employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. This includes but is not limited to Equal Employment Opportunity provisions, Occupational Health and Safety Act, Affirmative Action, Rehabilitation Act of 1973, Americans with Disabilities Act, and civil rights rules and regulations. The IDPH, if requested, shall provide state or federal agencies with appropriate reports as required to insure compliance with equal opportunity laws and regulations. The IDPH shall insure that its employees, agents and subcontractors comply with the provisions of this clause.
- 2. **Compliance with Laws and Regulations.** The IDPH, its employees, agents and subcontractors, shall comply with all applicable state and federal laws, rules, ordinances, regulations and orders. The IDPH, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.
- 3. **Solicitation.** The IDPH warrants that no person or selling agency has been employed or retained to solicit and secure this Agreement upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.
- 4. **Amendments.** This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement shall be fully executed by both parties.
- 5. **Additional Provisions.** The parties agree that if an Addendum, Attachment or Exhibit is attached

hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

6. **Confidentiality.** Both parties shall comply with all applicable federal and state laws and regulations regarding maintaining the confidentiality of all client records, and the information contained therein. DHS and IDPH also agree to obtain written consent from the client, provider and/or other authorized representative, for the release of information to any individual or entity not associated with the administration of the program.
7. **Lobbying.** No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, or Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form Report Lobbying," in accordance with its instructions.

8. **Records Retention and Access.** The IDPH shall maintain, records, and documents which sufficiently and properly document and explain all charges billed to the DHS throughout the term of this Agreement for a period of at least five years following the date of final payment or completion of any required audit begun during the aforementioned five (5) years, whichever is later. Records to be maintained include both financial records and service records.
9. **Headings or Captions.** The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.
10. **Supersedes Former Agreements or Agreements.** This Agreement supersedes all prior Agreements or Agreements between the DHS and the IDPH for services and products provided in connection with this Agreement.
11. **Executive Order Compliance.** The contractor must comply with all provisions of Executive Order #1 1246, dated September 24, 1965, including amendments as well as the rules, regulations and relevant orders of the Secretary of Labor.
12. **Counterparts.** The parties agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
13. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the DHS and the IDPH, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.
14. **Notices.** Notices under this Agreement shall be in writing to the individual at the address as it appears. The effective date for any notice under this Agreement shall be the date of mailing which may be effected by certified U.S. Mail, return receipt requested, with postage prepaid thereon, or by recognized overnight delivery service such as Federal Express or UPS.

10.0 AGREEMENT CONTACTS

If to Agency:

Department of Human Services

Attn.: Sally Nadolsky,

Division of Medical Services

If to IDPH:

Department of Public Health

Attn.: M. Jane Borst

Bureau Chief, Family Health

11.0 EXECUTION

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

State of Iowa, the Department of Public Health

By: _____

Date: _____

Name: Mary Mincer Hansen, RN, PhD

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State of Iowa, The Department of Human Services

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Name: Kevin W. Concannon

Title: Director