

**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: _____