

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