

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

Title: Director

State of Iowa, The Department of Human Services

By: _____

Date: _____

Name: Kevin W. Concannon

Title: Director