

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

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**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

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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