

**COOPERATIVE AGREEMENT BETWEEN  
THE IOWA DEPARTMENT OF HUMAN SERVICES  
DIVISION OF MEDICAL SERVICES  
AND**

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**I. *Introduction and Purpose***

Pursuant to subchapter III of the federal Individuals with Disabilities Education Act (IDEA) the Early Access program is established to furnish services as provided in 34 CFR 303.

The Department of Human Services 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".

Infant and Toddler programs are Medicaid-eligible providers under the Medicaid State Plan which has been approved by the Centers for Medicare & Medicaid (formerly the Health Care Financing Administration). In the State of Iowa, the authority and responsibility for the administration of the Medicaid program has been delegated to the Iowa Department of Human Services, Division of Medical Services.

The purpose of this agreement is to assure the implementation of 34 CFR 303.

**II. *Parties to the Agreement***

The parties to this agreement are the Iowa Department of Human Services (hereinafter referred to as "DHS") for the Medicaid program, and the \_\_\_\_\_ (hereinafter referred to as "I&T provider"). For the purposes of this agreement, the Director of DHS and the I&T provider Administrator are authorized to enter into agreements and make commitments which shall be binding on the operation of Medicaid and the I&T program.

**III. *Mutual Objective and Respective Responsibilities***

The objective of this agreement is to assure that the state share of the Medicaid dollars spent on I&T-covered services is returned to DHS. The following responsibilities are therefore necessary.

The I&T provider shall bill the Medicaid fiscal agent, for services provided to Medicaid-eligible children. On a monthly basis, the I&T provider shall send the

total state share of the check(s) received from the fiscal agent to the Department of Human Services, Cashier's Office, Room 14, First Floor, Hoover State Office Building, Des Moines, Iowa 50319. The Medicaid fiscal agent will calculate the State share due from the I&T provider monthly and notify the I&T provider on Form 470-3816. Enclosed with the check to the Department shall be Form 470-3816.

**IV. *Outreach Activities***

In addition to broad-based outreach and identification of Medicaid-eligible children, activities include informing eligible children, with special health needs, and their families about EPSDT, Early Access services, availability of health services and the importance of early intervention and preventive health care.

**V. *Confidentiality***

DHS and the I&T provider 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 the I&T provider also agree to obtain written consent from the client, provider, and/or authorized representative, for the release of information to any individual or entity not associated with the administration of the program.

**VI. *Restrictions on the Use of Funds***

No federal appropriated funds have been paid or will be paid on behalf of the Department or the I&T provider 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 connection with this contract, grant, loan or cooperative agreement, the I&T provider shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

NOTE: If disclosure forms are required, please contact: Mr. William Sexton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, S.W., Washington, D.C., 20201-001.

## **VII. *Employment Practices***

A. The I&T provider shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The I&T provider 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 other forms of compensation, and selection for training, including apprenticeship. The I&T provider 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.

B. The I&T provider 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.

C. The I&T 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.

D. In the event of an I&T provider's non-compliance with EEO clause of the agreement or with any such rules, regulations or orders, the agreement may be terminated or suspended, and the I&T provider may be declared ineligible for further government contracts. Other sanctions may also be imposed as provided in Executive Order #11246 or by rules, regulations or other orders of the Secretary of Labor. The I&T provider must comply with all applicable conditions of Title 29 U.S. Code, section 794 (Rehabilitation Act of 1973).

E. Title VI compliance. – The I&T provider 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.

F. Section 504 compliance. – The I&T provider shall be in compliance with Section 504 of the Rehabilitation Act of 1973 as amended and with all federal, state and local Section 504 laws and regulations.

G. American with Disabilities Act compliance. – the I&T provider 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.

H. Affirmative Action – The I&T provider 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.

I. Equal Opportunity – The I&T provider 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.

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

In the event that compliance with the final HIPPA regulations necessitates an additional agreement or an amendment to this contract, the parties agree to prompt execution of said amendment upon request.

**IX. *General Provisions***

- A. The term of this agreement shall be effective from date of signature, and remain in effect unless terminated in accordance with Section XD of this agreement.
- B. This agreement may be amended or modified at any time by mutual agreement between the Iowa Department of Human Services and the I&T provider. Any amendments or modification shall be in writing.
- C. Notices. Notices under this Contract 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 Contract 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.
- D. Either party may terminate this Agreement, without penalty or incurring of further obligation, upon written notification to the Medicaid fiscal agent of termination of provider enrollment with a copy to the Department. The I&T provider shall be entitled to compensation for services or goods exclusive of start up costs, provided prior to and including the termination date of this agreement.

E. This agreement shall become effective on the date this agreement has been signed by both: (1) the Medicaid Director; and, (2) the Administrator of the I&T provider agency.

For and on behalf of the  
Iowa Department of Human Services

For and on behalf of  
\_\_\_\_\_

By: \_\_\_\_\_  
Director

By: \_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date