



Iowa Department of Health and Human Services
Memorandum of Understanding
Between the
Iowa Department of Health and Human Services
and

Provider Name		Provider No.	
Provider Address	City	State	Zip Code

This memorandum of understanding (MOU) constitutes an Agreement between the Department of Health and Human Services (Department) and the above named provider.

Goal of the Iowa Family Planning Program:

The purpose of the Iowa Family Planning Program (FPP) is to provide persons with an easily accessible method of establishing eligibility for early and adequate family planning services in order to:

- Allow persons the opportunity to apply for family planning services at designated family planning clinics.
- Decrease the number of Medicaid paid deliveries, which will reduce annual expenditures for prenatal, delivery, newborn, and infant care.

This MOU is supplementary to the usual Provider Agreement entered into for participation in the Iowa Medical Assistance Program, and all provisions of that Agreement shall remain in full force and effect except to the extent superseded by the specific terms of this FPP Provider Agreement. This Agreement supersedes and replaces any former agreements the parties may have entered into addressing the FPP provider providing family planning services.

The FPP provider will:

- Assist the person in completing the application (*Family Planning Program Application*, form 470-5485 or 470-5485(S)), or the *Family Planning Program Review*, form 470-4071, for family planning services, if needed.
- Collect family planning eligibility criteria based on policies and procedures established by the Department using forms furnished by the Department and input that information into the Family Planning Program (FPP) system. To be eligible for the FPP services a person must:
 - Be of reproductive age (ages 12-54), be capable of bearing or fathering children but not pregnant, and have income that does not exceed 300 percent of the federal poverty level.
 - Be a U.S. citizen, national, or qualified alien.
 - Report social security number or state an objection to obtaining a social security number because of well-established religious beliefs.
 - Be a resident of Iowa.
 - Not currently be enrolled in Medicaid.

In addition:

- Applicants and members with health insurance that includes family planning services coverage will be eligible for FPP.
- Members of **hawk-i** (Healthy and Well Kids in Iowa) will be eligible for FPP.

- Maintain in each client's file a copy of a completed eligibility checklist on the form provided by the Department, the *Notice of Decision* issued by the Department, the Summary page, the application, and review form.
- Screen persons applying for FPP services for eligibility for full Medicaid benefits based upon the criteria established by the Department. If a person meets the criteria established by the Department, the provider will encourage the person to apply for full Medicaid benefits.
- In the event the person chooses to apply for full Medicaid benefits, the provider shall instruct the applicant to complete form 470-5170, *Application for Health Care Coverage and Help Paying Costs*. Send the completed application to the appropriate Department office within two working days of receipt.
- Assist the person in understanding the FPP program by answering any questions or, if unable to answer, directing the person to the appropriate Department office.
- Agree to use any information provided by the Department under this MOU solely for the purpose of performing intake duties for persons applying for the FPP under the authority granted to it by the laws of the state of Iowa.
- Not disclose any information provided by the Department under this MOU to any other person or entity without the prior written consent of the Department. Consent is not required for disclosure of such information to the applicant to whom the information pertains.
- Submit eligibility determination information to the Department through the FPP system within 30 days of receipt of the client's application. A minimum of 95 percent of all applications during any one month period must be received by the Department within 30 days. **If the provider fails to meet this requirement for more than two months in any three month period, the Department may, at its discretion, terminate this Agreement.**
- Accurately collect and submit eligibility determination information for no fewer than 97 percent of the applications, as determined by the quality control audit conducted by the Department. **If the provider fails to meet this performance measure, the Department may, at its discretion, choose to terminate this Agreement.**
- Keep complete records for a period of five years on all applications and reviews and make them available upon a state or federal review and audit.

The Department will:

- Provide training as necessary to prepare the provider to perform the FPP intake process.
- Provide applications, brochures, notices and other materials necessary for the provider to perform their responsibilities.
- Provide the FPP provider with access to the Department's web-based FPP system.
- Provide a telephone Help Desk in order to provide technical assistance to the FPP provider to ensure expeditious and accurate eligibility determinations and proper billing.
- Monitor performance of this Agreement by reviewing the quality control reports submitted by the FPP provider and by reviewing the timeliness of eligibility data submitted by the FPP provider. In addition, the Department shall have the right to conduct a quality control audit to ensure that correct and complete information is collected for eligibility determination. At the Department's discretion, a quality control audit will examine a sample of cases, selected by the Department at random from all cases determined eligible over a given period of time.
- Adhere to all existing policies and procedures governing Iowa's Family Planning Program related to billing, prior approval, reimbursement, etc.

Confidentiality:

Information of the Department that identifies clients and services is confidential in nature. The FPP provider and its employees, agents, and subcontractors shall be allowed access to such information only as needed for determining the

eligibility of persons applying for FPP services under the authority granted to it by the laws of the state of Iowa. The FPP providers shall not use confidential information for any purpose other than carrying out its obligations under this Agreement. The FPP provider shall establish and enforce policies and procedures for safeguarding the confidentiality of such data. The FPP provider may be held civilly or criminally liable for improper disclosure. The FPP provider shall promptly notify the Department of any request for disclosure of confidential information received by it.

The FPP provider shall not disclose any information provided by the Department under this Agreement to any other person or entity without the prior written consent of the Department. Consent is not required for disclosure of such information to the applicant to whom the information pertains.

The FPP provider, acting as the Department's business associate, performs certain services on behalf of or for the Department pursuant to this Agreement that require the exchange of information that is protected by the Health Insurance Portability and Accountability Act of 1996, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) and the federal regulations published at 45 C.F.R. parts 160 and 164. The FPP provider agrees to comply with the Business Associate Agreement Addendum (BAA), and any amendments thereof, as posted to the Department's website: <http://www.dhs.state.ia.us/Consumers/Health/HIPAA/Home.html>. This BAA, and any amendments thereof, is incorporated into this Agreement by reference.

The FPP provider acknowledges that it may be receiving, storing, processing, or otherwise dealing with confidential patient records from programs covered by 42 CFR part 2, and the FPP provider acknowledges that it is fully bound by those regulations. The FPP provider will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 CFR part 2.

These confidentiality obligations survive termination or expiration of this Agreement.

Term and Termination:

- a. This Agreement is effective from the date of the Department's issuance of an FPP provider acceptance letter. Absent early termination of the Agreement consistent with the terms of this Agreement, the Agreement shall expire three years from the date of the Department's issuance of an FPP provider acceptance letter. There shall also be a one-year extension option that the Department shall have the sole discretion to exercise. The Department shall notify the FPP provider in writing at least 30 days before the expiration date of the MOU that it is exercising the renewal option.
- b. The FPP provider shall notify the Department within thirty days of any change in licensure, address, practice, or any other factor that may impact participation in the FPP program.
- c. Termination of this Agreement is governed by the following provisions:
 - i. Either party may terminate this Agreement on thirty days' notice to the other party.
 - ii. The Department may terminate this Agreement with less than thirty days' advance notice if:
 1. The Department has imposed any sanction on the FPP provider pursuant to 441 Iowa Admin. Code § 79.2;
 2. The Department determines that the FPP provider has failed to carry out the substantive terms of this Agreement; or
 3. The Department determines that the FPP provider is no longer eligible to perform family planning provider services.
 - iii. The Agreement shall automatically terminate upon bankruptcy, dissolution or sale of the FPP provider. This Agreement is not transferrable.
 - iv. This Agreement shall automatically terminate upon expiration or termination of Iowa Medicaid/FPP provider participation.

- d. In addition, this Agreement may be rendered null and void by changes in federal or state law or funding that prevents either or both parties from fulfillment of the conditions of the Agreement. In such case, each party agrees to notify the other as soon as possible.

Amendment:

The Department may amend this Agreement or the associated Business Associate Agreement by providing a notice to the FPP provider through electronic means. The FPP provider shall file and maintain a current electronic mail address with the Department for this purpose. The FPP provider shall be deemed to have accepted the amendment unless the FPP provider notifies the Department of its non-acceptance in writing within 30 days of the provider's notice. In the event that the FPP provider does not accept such an Amendment, the FPP provider's non-acceptance of the amendment shall constitute immediate termination of the Agreement.

Notice:

Other than notices related to amendment of the Agreement, which may be given electronically, any other notice required to be given pursuant to the terms and provisions of this Agreement shall be sent to (1) the FPP provider at the address provided during the FPP provider enrollment process or (2) the Department at the following address:

Iowa Department of Health and Human Services
Iowa Family Planning Program
1305 E. Walnut, 5th Floor
Des Moines, IA 50319-0114

All notices shall be in writing and sent by express delivery service or via the U.S. Postal Service. Notices submitted to the other party via the U.S. Postal Services shall be deemed received by the other party five business days from the original postmark.

No Payment:

The FPP provider agrees that it is not entitled to any payment or compensation for carrying out the responsibilities of this Agreement.

Non-Exclusivity:

This Agreement is not exclusive. The Department may enter into other agreements with other FPP providers to provide services identical to those contemplated herein.

Prohibited affiliations with individuals debarred by federal agencies:

- a. *General requirement.* The FPP provider may not knowingly have a relationship of the type described in paragraph (b) of this section with the following:
- i. An individual who is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in nonprocurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.
 - ii. An individual who is an affiliate, as defined in the Federal Acquisition Regulation, of a person described in paragraph (a)(1) of this section.
- b. *Specific requirements.* The relationships described in this paragraph are as follow:
- i. A director, officer, or partner of the FPP provider.
 - ii. A person with beneficial ownership of five percent or more of the FPP provider's equity.

- iii. A person with an employment, consulting or other arrangement with the FPP provider for the provision of items and services that are significant and material to the FPP provider's obligations under its Agreement with the Department.
- c. *Effect of noncompliance.* If the Department finds that an FPP provider is not in compliance with paragraphs (a) and (b) of this section, the Department:
 - i. Will notify the Secretary of the noncompliance.
 - ii. May continue an existing Agreement with the FPP provider unless the Secretary directs otherwise.
 - iii. May not renew or otherwise extend the duration of an existing Agreement with the FPP provider unless the Secretary provides to the Department and to Congress a written statement describing compelling reasons that exist for renewing or extending the Agreement.
- d. *Consultation with the Inspector General.* Any action by the Secretary described in paragraphs (c)(ii) or (c)(iii) of this section is taken in consultation with the Inspector General.

Attestation:

On behalf of myself or on behalf of the entity I represent, I hereby certify that the following is true and accurate, and I hereby acknowledge that this certification is material to the state of Iowa payment obligations under the State Family Planning Program:

1. I and/or my entity do not perform abortions or maintain or operate a facility where abortions are performed as required by Iowa Code § 217.41 B. For purposes of this provision, "abortion" does not include any of the following:
 - a. The treatment of a woman for a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death.
 - b. The treatment of a woman for a spontaneous abortion, commonly known as a miscarriage, when not all of the products of human conception are expelled.
2. I and/or my entity have been enrolled as an Iowa Medicaid provider and accept that I and/or my entity may only provide services under the State Family Planning Program when I and/or my entity have been approved as an enrolled Iowa Medical Assistance provider.
3. I and/or my entity agree to report any changes related to this certification to Iowa Medicaid.
4. I and/or my entity understand that failure to comply with this certification or to update the information contained in this attestation may result in termination, recoupment of funds related to services paid for by the State Family Planning Program, and/or liability under Iowa Code chapter 685.

Certification Statement:

Please certify that each of the statements below is true and accurate by signing below.

- I authorize Iowa Medicaid to verify the information submitted in this attestation form.
- I certify the information contained herein is true, correct, and complete. If I become aware that any information in the attestation form is not true, correct or complete, I agree to notify the IME immediately.
- I understand that any false statement, omission or misrepresentation of a material fact may result in recovery of all funds paid as a result of such false statement, omission or misrepresentation and may also result in prosecution under state and federal laws.

Contacts:

Contact person of the provider:

Name	Email Address
Title	Phone Number

Contact person of the Department:

Name Kelly Lindsay	Email Address klindsa@dhs.state.ia.us
Title Program Manager	Phone Number 515-418-3773

Signatures:

FPP provider:

Provider Name	
Signature	
Printed Name	Email Address
Title	Date

Authorized state FPP official:

Department Iowa Department of Health and Human Services	
Signature	
Printed Name	
Title	Date