

**Contract Declarations & Execution Page**

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| <b>CONTRACT #:</b> 5884CAHxx   | <b>PROJECT TITLE:</b><br>Child & Adolescent Health and Oral Health Programs |
| <b>CONTRACTOR LEGAL NAME AND ADDRESS:</b><br>Insert Contractor's legal name and address  | <b>PROJECT PERIOD:</b><br>October 1, 2022 through September 30, 2026        |
|  | <b>CONTRACT PERIOD:</b><br>October 1, 2023 through September 30, 2024       |
| <b>IOWA CODE CHAPTER 8F DESIGNATION:</b><br>This contract is covered by Iowa Code chapter 8F<br><br>This contract is NOT covered by Iowa Code chapter 8F<br><br>At the time of execution, this contract is NOT covered by Iowa Code chapter 8F, if the Contractor executes additional contracts with the Agency, the aggregate of which exceed \$ 500,000, the contract will be covered. | <b>STATE OF IOWA DEPT. OF ADMINISTRATIVE SERVICES VENDOR #:</b> xxxxxxxxx   |
|  | <b>Federal Subrecipient Addendum Needed?</b> YES                            |
|  | <b>TOTAL CONTRACT AMOUNT:</b> \$0   |

| Funding Source       | Program                   |                                   |                |                         |           |          |                   |
|----------------------|---------------------------|-----------------------------------|----------------|-------------------------|-----------|----------|-------------------|
|                      | Child & Adolescent Health | CAH Medicaid Administrative Funds | Hawki Outreach | Healthy Child Care Iowa | CH Dental | I-Smile™ | I-Smile™ @ School |
| Federal              |                           |                                   |                |                         |           |          |                   |
| State                |                           |                                   |                |                         |           |          |                   |
| Inter-Agency Federal |                           |                                   |                |                         |           |          |                   |
| Inter-Agency State   |                           |                                   |                |                         |           |          |                   |
| Private              |                           |                                   |                |                         |           |          |                   |

The Contractor agrees to perform the work and to provide the services described in the Special conditions for the consideration stated herein. The duties, rights and obligations of the parties to this contract shall be governed by the Contract Documents, which include the Special Conditions, General Conditions, Request for Proposal and Application.

The Contractor has reviewed and agrees to the [IDPH General Conditions](#) Effective 7-1-2019 as posted on the Agency's website. The Contractor specifies no changes have been made to the Special Conditions or General Conditions.

The parties hereto have executed this contract on the day and year last specified below.

|   |  |
|---|--|
| <b>For and on behalf of the Agency:</b><br><br>By: _____<br>Insert Division Director Name and Title | <b>For and on behalf of the Contractor:</b><br><br>By: _____<br>Insert Date (required if not a digital signature): _____ |
|---|--|

# Special Conditions for Contract # 5884CAHxx

## Article I- Identification of Parties:

This contract is entered into by and between the Iowa Health and Human Services (hereinafter referred to as Agency) and the Contractor, as identified on the contract face sheet.

## Article II - Designation of Authorized State Official:

[Insert Name](#), Director, Division of [insert division](#) is the Authorized State Official for this contract. Any changes in the terms, conditions, or amounts specified in this contract must be approved by the Authorized State Official. Negotiations concerning this contract should be referred to the appropriate Agency personnel listed in Article - IV.

## Article III - Designation of Contract Administrator:

[Insert Name](#) has been designated by the Contractor to act as the Contract Administrator. This individual is responsible for financial and administrative matters of this contract. Negotiations concerning this contract should be referred to: [insert name](#); telephone ( ); [email address](#).

**IowaGrants.gov.** The Agency utilizes an electronic grant management system (IowaGrants.gov) for all contract activities. It is the Contractor's sole responsibility to ensure appropriate individual(s) have registered within IowaGrants. The Contractor acknowledges that all assigned individuals to the Grant Tracking site have full rights (add, modify, and delete) for all Grant Tracking site components including contractual forms such as work plans, personnel, budgets, and reporting forms, and claims submission.

The Contract Administrator designates [insert name](#) as the Grantee Contact in IowaGrants ([www.IowaGrants.gov](http://www.IowaGrants.gov)) who shall regulate and assign access of appropriate individuals to this grant site.

## Article IV – Key Personnel:

The following individual(s) shall be considered key personnel for purposes of this contract:

### Agency Personnel

| Name                  | Title                    | Email Address                       |
|-----------------------|--------------------------|-------------------------------------|
| Marcus Johnson-Miller | Bureau Chief             | marcus.johnson-miller@idph.iowa.gov |
|                       | CAH Consultant           |                                     |
|                       | Hawki Program Consultant |                                     |
|                       | HCCI Program Consultant  |                                     |
|                       | Oral Health Consultant   |                                     |
|                       | Contract Manager         |                                     |

Key Contractor Personnel

| Name | Title                       | Email Address |
|------|-----------------------------|---------------|
|      | Executive Director          |               |
|      | Project Director            |               |
|      | Medical Director            |               |
|      | Child Care Nurse Consultant |               |
|      | Data Administrator          |               |
|      | Fiscal Coordinator          |               |
|      | Hawki Outreach Coordinator  |               |
|      | I-Smile Coordinator         |               |

The Contractor shall notify the Agency in writing within ten (10) working days of any change of Key Personnel identified in this section.

**Article V - Statement of Contract Purpose:**

The purpose of this contract is to provide public health services at the community level for Child & Adolescent Health (CAH) throughout the whole Collaborative Service Area (CSA). Contractors must remain in compliance with the Agency-approved work plans within IowaGrants.gov, federal and state legislation, Iowa Health and Human Services rules and guidance, Iowa Administrative Code MCH IAC 641, Chapter 76 and OH IAC 641, Chapter 50, and Iowa Dental Board rules.

It is expected that the Contractor will:

- Have the capacity to provide quality CAH services throughout the whole CSA.
- Maintain and advance integration of family-centered and health equity-centered public health services throughout the whole CSA.
- Maintain and advance the delivery of essential services and core public health functions throughout the whole CSA.
- Build strong relationships with community partners to build community capacity for the delivery of high quality systems of care for children and adolescents throughout the whole CSA.

**Article VI - Description of Work and Services:**

In accordance with the approved work plans submitted through IowaGrants.gov, the Contractor will:

1. Maintain adequate staffing to support the CAH program to carry out the activities and services throughout the project period. Contractor shall assure that the Key Personnel contingency plan is continuously maintained, is implemented within 10 business days of the vacancy, and the position posted within 30 days of vacancy.
2. The project director must be an employee of the Contractor.
3. Target individuals/families who are high risk and/or low income throughout the whole CSA. Participation by other individuals in group outreach or educational activities is acceptable as

long as participation does not result in diversion of project resources from targeted high risk and low income clients.

4. All work plan revisions must be approved by the Agency prior to implementation. Requests for work plan revisions must be received by the Agency through the correspondence component within the Grant Tracking site on or before July 15, 2024.
5. The Agency must approve any changes in the Contractor's program operations prior to implementation. Requests for revision must be submitted to the Agency via the correspondence component of the grant site.
6. The Contractor shall notify the Agency in the event of a relocation of services, suspension of services, or agency closure that exceeds three (3) days.
7. Engage in outreach, community partnerships, and other Public Health Services and Systems (PHHS) level activities throughout the whole Collaborative Service Area (CSA), and document these activities in 'Community Events' of the MCAH data system following Agency guidance.
8. Conduct Quality Assurance and Quality Improvement (QA/QI) focused on continuous and ongoing efforts to achieve measurable improvements in efficiency, effectiveness, performance, accountability, outcomes, and other indicators of quality which strive to achieve equity and improve the health of the community. Participate in QA/QI activities related to program implementation and performance measures, including but not limited to evaluation of data in the MCAH data system, client medical record audits, documentation review, compliance evaluation, continuous time studies for all CAH staff, financial audits, and incorporation of priority populations and health equity activities.
9. In areas where the Agency contracts with more than one agency to deliver services to children, adolescents and their families, those agencies must cooperate in the provision and integration of those services, including when services are co-located. Co-location of services is optimal as space allows. The Agency reserves the right to require written evidence of such cooperation of the affected agencies or other requested documentation. Costs incurred when agencies share space will be allocated between programs. The Agency will at its sole discretion determine if the agency is in compliance by cooperating in the provision and integration of those services.
10. Link with the Local Board of Health (LBOH) in each county within the CSA to assist the LBOH in carrying out the three (3) core functions of public health, provide an annual report to each board of health in the CSA and participate in Community Health Needs Assessment and Health Improvement Plan activities throughout the CSA. Contractors shall provide at a minimum, an annual report to each board of health in the CSA and participate in Community Health Needs Assessment and Health Improvement Plan (CHNA & HIP) activities throughout the CSA by providing CAH program data to the local board of health for the purposes of, and provide assistance in, assessing and analyzing the health status of the community. Provide the board of health expert input on child and adolescent health and the health priorities for children and adolescents for the community and health improvement plans to address those priorities. The annual report shall include an overview of the CAH program and how the Contractor served the county and the effectiveness, accessibility, and quality of services provided.
11. The Contractor will partner with Child Health Specialty Clinics (CHSC) Regional Centers to serve and build capacity for quality services for children and youth with special health care needs throughout the whole CSA.
12. The Agency reserves the right to provide technical assistance to the contractor to update and/or amend activity work plans and forms to mutually agreed upon activities. Contractor shall collaborate with the Agency to develop mutually agreeable activities.

#### **Health Equity:**

In accordance with the approved work plans submitted through IowaGrants.gov, the Contractor will:

1. Provide health equity training to staff, including subcontractors, approved by the Agency, annually. Training should include topics such as cultural competency, implicit bias, using language lines, improving outcomes for priority populations, CLAS standards, and how to report data in a culturally appropriate manner so as not to harm the targeted populations.
2. Provide culturally and linguistically appropriate materials and services for the CAH program.
3. Provide information in the preferred language of the client/family. This can be accomplished by use of trained bilingual staff, language lines, and/or hired interpreters. Bilingual staff or interpreters hired shall match the makeup of the service area population and be trained in interpretation, preferably medical interpretation. Track and report all types of interpretation and translation (bilingual staff, language lines translation services and hired interpreters) provided to clients to the Agency.
4. Incorporate clients and people with lived experience in development, review, and distribution plan for materials to assure that the materials are meaningful to the intended audience.
5. Assess the readability and accessibility of materials, websites, and forms, and use plain language whenever possible.
6. Collect client/family demographic data to evaluate the effectiveness of programs and services. Include options for the client to decline answering. Declined shall only be documented when the client actively declines to answer verbally or in writing. Any written forms shall match the data collection/reporting options in the MCAH data system. Staff shall ask demographic questions so clients may self-identify, staff shall not determine demographics for the client.
7. Collaborate with organizations, programs or groups led by and/or specifically designed to serve priority populations.
8. Applicants are encouraged to recruit and retain staff who represent the population of the CSA as reflected in *Attachment L - Collaborative Service Area Census 2020 Race and Ethnicity Data* of the RFA.
9. Provide programs and services in the community based on input from families and members of priority populations.
10. Programs, services, and activities shall be designed to improve outcomes for priority populations.

#### **Family Engagement:**

In accordance with the approved work plans submitted through IowaGrants.gov, the Contractor will:

1. Engage at the involvement level or higher as defined in Policy 317 Family Engagement of the MCAH Administrative Manual with clients and family members of clients or individuals eligible for services and their family members from throughout the collaborative service area.
2. The Contractor shall recruit and maintain a composition of membership, as outlined in the RFA, in a family engagement group, and engage the members in program planning, outreach, implementation, policy development and evaluation.
3. Hold at least two meetings with membership.
4. Recruit one member to serve as the Family Engagement Liaison to the state level family engagement group.
5. Document activities related to the family engagement group in Community Events of the MCAH data system.

#### **Medical Home:**

In accordance with the approved work plans submitted through IowaGrants.gov, the Contractor will:

1. Ensure that with each contact, the client's medical home is assessed. Document the medical home status in the MCAH data system. Complete the Intake Assessment activity and enter the medical home status in the system's provider type field. Document medical home according to required guidelines found in the MCAH data system and CAH User Manuals.
2. Provide care coordination to a medical home for all clients without a medical home or clients requesting assistance in locating a new one as described in the RFA and the MCAH Administrative Manual. Provide specialized care coordination to priority populations as needed to find a provider that meets their needs.
3. Build referral networks with local primary care providers throughout the whole CSA to increase access to medical homes for clients. If a Contractor is a medical home or part of a system that serves as a medical home, the referral network must include providers outside their organization, including competitors, to provide choice to clients. Contractor shall provide equal opportunity to choose contractor or another organization as a medical home, with equal support and assistance regardless of which provider is chosen.

### **Informing:**

In accordance with the approved work plans and service delivery tables submitted through IowaGrants.gov, the Contractor will:

1. Provide quality Informing services for each newly enrolled Medicaid client from birth to 21 years of age in each county of the CSA. Informing services must be provided timely and each month of the year, and in compliance with the RFA, the MCAH Administrative Manual, or other guidance provided by the Agency.
2. Coordinate care and facilitate access to community resources for clients/families based upon needs identified by them during the Informing process.
3. Include clients/family members in the development and review of the policies and procedures regarding Informing, call/text scripts, and the contents of the Informing packet. Clients/families will be engaged to make recommendations for policy/procedures related to connecting with families, providing input in how families are communicated with, how to communicate information, and ensuring processes and information are family-centered.
4. Notify the Agency in writing within ten (10) calendar days of any circumstances which impact the Contractor's ability to provide the required Informing services.
5. Develop and maintain a comprehensive contingency plan to provide Informing services in the event of staff vacancies and emergency situations. The contingency plans must be fully operational and implemented within ten (10) business days of a vacancy or emergency event. The plan shall include provisions for technology failure and inaccessibility (e.g., building flood/fire/unsafe structure, facility relocation, system hacking, etc.) and assures adequate staffing to provide the Informing service to all eligible clients every month of the year.
6. Attain a minimum average Inform Completion rate of 40% for the CSA by July 2024.

### **Medical Care Coordination:**

In accordance with the approved work plans submitted through IowaGrants.gov, the Contractor will:

1. Provide quality medical care coordination in compliance with the RFA, the MCAH Administrative Manual, or other guidance provided by the Agency.
2. Actively locate and provide medical care coordination to clients enrolled in Title V, clients during the Presumptive Eligibility (PE) period, and clients enrolled in Medicaid Fee-For-Service (FFS) (clients not enrolled in a Managed Care Organization).
3. Assist clients/families with health literacy by assessing their needs and then structuring

education based on those needs to help them understand how insurance works, how to make appointments, how to obtain referrals or specialty care, the importance of preparing questions for the primary care provider, etc. In addition, help clients understand changes in coverage and processes involved in transitioning from one type of coverage to another. Provide additional education or assistance in understanding health literacy for priority populations, as needed.

4. Provide well child visit reminders for clients enrolled in Title V and clients enrolled in Medicaid FFS.
5. Build a referral network throughout the whole CSA of primary care providers to serve as medical homes, provide comprehensive well child visits, and provide sick/acute care to clients enrolled in Title V, clients during the Presumptive Eligibility period and clients enrolled in Medicaid Fee-For-Service. If the Contractor is a medical home or part of a system that serves as a medical home, the referral network must include providers outside their organization, including competitors, to provide choice to clients. Contractor shall provide equal opportunity to choose another organization for services, with equal support and assistance regardless of which provider is chosen.
6. Build a referral network of community resources to meet the social determinant health needs of clients throughout the whole CSA.
7. Train all staff providing care coordination in the care coordination process, applicant's policies/procedures, and referral networks.
8. Arrange and pay for local non-emergency medical transportation for Title V clients.
9. Arrange and pay for interpretation services for Title V clients, clients during the Presumptive Eligibility Period, and clients enrolled in Fee-For-Service Medicaid when needed to access gap-filling direct care services throughout the whole CSA.

#### **Promotion of Immunizations:**

In accordance with the approved work plans and service delivery tables submitted through IowaGrants.gov, the Contractor will:

1. Provide timely, relevant, and culturally/linguistically appropriate information to families in the CSA about age appropriate immunizations and where they may obtain immunization services. Immunization information shall be available and posted where priority populations are most likely to access it.
2. Assure access to immunization services through care coordination, education, and referrals to local immunization providers. Additionally, if a gap is identified, this assurance may include vaccine administration (this requirement relates to routine childhood vaccinations, this is not intended to include COVID-19 pandemic response/vaccination administration unless/until the COVID-19 vaccine is incorporated into the Advisory Committee on Immunization Practices (ACIP) vaccine schedule as a routine vaccination).
3. Enroll in Iowa Immunization Registration Information System (IRIS) and train staff on its use to determine immunization needs of clients.
4. Ensure that at each client contact their immunization status is assessed and addressed. This is completed using immunization records (i.e., IRIS, medical records, MCAH data system) to determine what vaccines the client is eligible to receive and then making a plan for administration. Contractors shall update the client's IRIS record by documenting vaccines in IRIS that were administered at another location, in accordance with IRIS requirements.
5. Promote initiation and completion of Human Papillomavirus (HPV) vaccine for age appropriate clients, including, but not limited to, providing information on the importance of HPV vaccine in the initial Inform packet for clients age 11 years and older.
6. If contractor is providing immunizations the Contractor shall:

- a. Ensure adequate staffing levels of immunization providers (i.e., RN, LPN, CMA) and maintain contingency plans for those staff so that immunizations are available at all times direct care services are provided.
- b. Ensure staff, including subcontractors, administering any vaccines and/or providing well or acute care visits to children take the Centers for Disease Control training [You Are the Key to HPV Cancer Prevention](#) within 3 months of the beginning of the project period or upon hire and annually thereafter.
- c. Recommend all adolescent vaccines, including HPV vaccine, at each visit to children age 11 years and older. If the HPV vaccine is declined, the Contractor shall document the reason for the declination by client/parent/guardian or the medical contraindication in the MCAH data system.
- d. Maintain standing orders for immunization services giving all qualified and trained personnel the ability to administer all age appropriate vaccines in accordance with the [ACIP Immunization Schedules](#).
- e. Participate in the Vaccines for Children (VFC) program.

**Blood Lead Testing Promotion:**

In accordance with the approved work plans and service delivery tables submitted through IowaGrants.gov, the Contractor will:

1. Promote the importance of blood lead testing for children ages 12<36 months throughout the whole CSA.
2. Assure children throughout the whole CSA receive age and interval appropriate blood lead testing through direct-care, referral to another agency, or referral to the child’s primary care provider.
3. Increase the percent of children ages 12<36 months receiving a blood lead test in the past year, over the project period. Contractors must assure improvement over the five-year project period for each county in the CSA, not simply the CSA as a whole.
4. Partner with all [Childhood Lead Poisoning Prevention Programs \(CLPPP\) in the CSA](#) in testing assurance and promotion of lead poisoning prevention.
5. Contractors without a CLPPP in the CSA shall partner with organizations, programs, or groups to promote blood lead poisoning prevention and lead testing throughout the CSA. The partner organization shall be located in a county other than the home county of the Contractor.
6. Collaborate with specific organizations, programs, or groups that address priority populations to promote blood lead poisoning prevention and lead testing throughout the whole CSA.
  - a. In the following CSA’s - Contractors must address at least one of the priority populations listed in the table below:

| CSA # | County      | Identified Priority Population(s)   |
|-------|-------------|-------------------------------------|
| 1     | Sioux       | Hispanic/Latinx                     |
| 2     | Buena Vista | Hispanic/Latinx                     |
| 4     | Wright      | Hispanic/Latinx                     |
| 5     | Woodbury    | Hispanic/Latinx                     |
| 10    | Dubuque     | African American, Black, or African |
| 11    | Black Hawk  | African American, Black, or African |

|    |           |   |
|----|-----------|---|
| 13 | Muscatine | Hispanic/Latinx   |
| 14 | Scott     | African American, Black, or African and Hispanic/Latinx |

- b. In the remaining CSA's - Contractors shall collaborate with the priority population listed in their Blood Lead Testing Activity Work Plan.
7. Educate parents on the importance of blood lead testing at appropriate intervals, including what to expect if testing indicates a high blood lead level.
  8. Provide testing and related education, anticipatory guidance, and follow-up in counties which fall below the state testing goal of 75% for ages 12<24 months and 40% for ages 24<36 months.

| <b>CSA #</b> | <b>Counties Required to Test 12&lt;24 Month Olds</b>      |
|--------------|---|
| 1            | Dickinson, Lyon, O'Brien, Osceola, Emmet, Palo Alto       |
| 2            | Guthrie, Sac, Greene                                      |
| 3            | Cass, Harrison, Mills, Pottawattamie,                     |
| 4            | Hardin, Humboldt, Calhoun, Wright                         |
| 5            | Ida, Woodbury   |
| 6            | Cerro Gordo, Floyd, Hancock, Kossuth, Mitchell, Winnebago |
| 7            | Poweshiek, Story  |
| 8            | Madison   |
| 9            | Decatur, Fremont, Lucas, Page, Ringgold, Wayne            |
| 10           | Fayette, Clayton, Dubuque                                 |
| 11           | Buchanan  |
| 12           | Benton, Iowa, Johnson, Linn                               |
| 13           | Des Moines, Henry, Lee, Muscatine, Washington, Louisa     |
| 14           | Cedar, Clinton, Scott                                     |
| 15           | Appanoose, Davis, Jefferson, Van Buren                    |

| <b>CSA #</b> | <b>Counties Required to Test 24&lt;36 Month Olds</b>                           |
|--------------|--|
| 1            | Cherokee, Dickinson, Emmet, Lyon, O'Brien, Osceola, Palo Alto, Plymouth, Sioux |
| 2            | Audubon, Greene, Guthrie   |
| 3            | Cass, Harrison, Mills, Pottawattamie, Shelby                                   |

|    |  |
|----|--|
| 4  | Humboldt, Webster, Wright, Hardin  |
| 5  | Woodbury   |
| 6  | Kossuth, Hancock,  |
| 7  | Jasper, Poweshiek, Story, Tama   |
| 8  | Madison, Polk, Warren  |
| 9  | Adair, Clark, Decatur, Fremont, Lucas, Montgomery, Page, Ringgold, Taylor, Wayne |
| 10 | Chickasaw, Clayton, Delaware, Dubuque, Winneshiek                                |
| 11 | <i>No counties require testing for 24&lt;36 Month Olds</i>                       |
| 12 | Benton, Iowa   |
| 13 | Des Moines, Washington   |
| 14 | Cedar, Clinton, Jackson  |
| 15 | Appanoose, Davis, Jefferson, Keokuk, Mahaska, Marion, Monroe, Van Buren          |

9. Ensure compliance with mandatory test reporting by providing results of all blood lead tests to the Agency, specifically to the [IDPH Lead Poisoning Prevention Program](#) regardless of results. Document notification of the Agency in the MCAH data system.
10. Provide results of all blood lead tests to the medical home regardless of results. Document notification of medical home in the MCAH data system. If unable to provide results due to lack of a medical home, provide care coordination to a medical home, and then report the results to the new medical home.
11. Ensure adequate staffing levels of employees and contract staff able to perform blood lead testing and provide client/parent education (i.e., RN, LPN, CMA) and maintain contingency plans for these staff so that blood lead testing and client/parent education are available at all times direct care services are provided.

**Early ACCESS:**

In accordance with the approved work plans submitted through IowaGrants.gov, the Contractor will:

1. In partnership with the Early ACCESS liaison from each AEA serving the CSA, develop a referral process for the AEA to refer infants and toddlers, ages 0-3 years, found not eligible for Early ACCESS to the CAH program for developmental screening follow-up in compliance with the RFA and the MCAH Administrative Manual.
2. Provide support for the developmental needs of children who were found not eligible for Early ACCESS. When CAH receives a referral from AEA, provide developmental screening follow-up in compliance with the RFA and the MCAH Administrative Manual.
3. Participate in quality assurance activities related to the Early ACCESS and developmental monitoring process and documentation of services entered into the MCAH data system.

**Healthy Child Care Iowa:**

In accordance with the approved work plans submitted through IowaGrants.gov, the Contractor will:

1. Assure the capacity to provide CCNC FTE (hours) via hire or sub-contract based on the ECE provider count in the CSA counties. CCNC(s) must work a minimum of 0.4 FTE (832 hours annually).
2. Assure funding by community partners to support CCNC FTE in CSA .
3. Assure CCNC(s) attendance at a minimum of 2 CAH team meetings annually.
4. Assure CCNC(s) are a resource (i.e., TA, consultation) for ECE programs in preparing for and response/recovery from emergencies/disasters including communicable disease outbreaks.
5. Assure a minimum of 39% of Early Care and Education (ECE) programs will receive CCNC services in CSA.
6. Assure that CCNC(s) will prioritize and schedule IQ4K assessment visits within 3 weeks of the request by the ECE program.
7. Assure CCNC coordination with ECE programs, parents, and health care providers (when needed) for care planning for children with special health needs.
8. Assure that annually a minimum of four (one each quarter) HCCI HHS approved trainings are offered by each CCNC in CSA. Two of the four will be in-person Medication Administration Skills Competency training and two additional trainings (in person or virtually) will be chosen from *RFA Attachment H - HCCI DHS Approved Trainings*.

**Hawki Outreach and Presumptive Eligibility:**

In accordance with the approved work plans submitted through IowaGrants.gov, the Contractor will:

1. Assure sufficient Staffing Plan for Hawki Outreach.
2. Spend a minimum of 65% of Hawki Outreach funds on staff providing Hawki Outreach and PE in the community (outside the contractor/subcontractor agency and service sites). Spend a minimum of 25% of this staff time conducting outreach and PE outside regular business hours (8:00 a.m. to 4:30 p.m. M-F).
3. Provide Hawki Outreach and PE to the following:
  - a. Schools,
  - b. Faith-based organizations,
  - c. Special populations (i.e., Native Americans, Hispanics, etc.),
  - d. Employees without access to employer-sponsored health insurance.
4. Meet with a minimum of 16 entities *per month* to provide Hawki Outreach and Presumptive Eligibility in compliance with the RFA and the MCAH Administrative Manual.
5. Visit each county in the CSA at least three times a year for Hawki Outreach and to provide PE.
6. Distribute Hawki brochures, information (both in English and Spanish) about Hawki/Medicaid and income guidelines to the required populations.
7. Submit a minimum of two success stories for the Hawki Board of Directors meeting.
8. Maintain at least one staff person who is a Qualified Entity to provide PE throughout the CSA.
9. Provide PE to children and adolescents throughout the CSA. Contractors shall provide PE during and outside regular business hours (8:00 a.m. to 4:30 p.m. M-F) in the community (outside the contractor/subcontractor agency and service sites).
10. The Hawki Outreach Coordinator will be in close collaboration with Agency programs, including 1st Five, WIC, I-Smile™, and CCNC to provide outreach and follow-up on clients without health insurance. Assess eligibility for Medicaid/Hawki for all clients receiving services and indicating they do not have insurance or adequate insurance, and shall provide PE or Care Coordination to assist with accessing health insurance.
11. Promote Hawki/Medicaid on their website and social media platforms

## **I-Smile™:**

In accordance with the approved work plans submitted through IowaGrants.gov, the Contractor will:

1. Implement strategies which focus on ensuring a dental home for children and improving the dental support system for families as described in the Contractor's approved I-Smile™ Activity Workbook, the I-Smile™ @ School Workbook, the RFP's #58823005, #58823026 and #58823028 and the *I-Smile™ Coordinator Handbook, 3rd edition*.
  - a. Link with the LBOH in each county within the CSA
  - b. Assure planning and needs assessment
  - c. Train staff
  - d. Collaborate with the Maternal Health Program
  - e. Assure completion of school screening audits
  - f. Develop partnerships
  - g. Create a dental referral network
  - h. Provide outreach to medical providers
  - i. Promote oral health
  - j. Ensure dental care coordination
  - k. Ensure gap-filling direct services
  - l. Ensure implementation of the I-Smile™ @ School program
2. Assure that I-Smile™ activities and services are provided in each of the counties within the Contractor's service area and that the plan is based on the local needs assessment.
3. Employ or contract with one registered dental hygienist in each service delivery area, designated to fulfill the role of the I-Smile™ Coordinator, as identified in the Agency RFP. The coordinator must be employed or contracted for a minimum 0.8 FTE (full-time equivalent) and at least 32 hours a week must be designated to build public health system capacity including population-based services and assure enabling oral health services. The I-Smile™ Coordinator shall be responsible for implementation of the I-Smile™ activities within the I-Smile™ Activity Workbook . The I-Smile™ Coordinator shall be available to attend training sponsored by the Agency.
4. Provide to the Agency documentation of credentials and required training for employed or contracted dental hygienists, registered nurses, advanced registered nurse practitioners, and physician assistants who provide Title XIX billable direct dental services. All staff providing direct services must be currently Iowa-licensed and work within their respective scopes of practice and must receive Agency -approved oral health training by the agency I-Smile™ coordinator prior to billing Title XIX.
5. Assure that application of silver diamine fluoride (SDF) for CAH clients is provided using I-Smile™ protocols, which includes: limiting allowable providers to Iowa-licensed dental hygienists with public health supervision agreements on file at the Agency that include application of SDF; use of the Agency's consent form; and provision of referral to a dentist and care coordination.
6. Assure that dental vouchers are not used to reimburse FQHCs for treatment and all data required for the provision of dental vouchers to dentists is entered into the MCAH data system by the 30<sup>th</sup> of the month following each quarter.
7. Work to improve the I-Smile™ Performance Measures:
  - a. The number and/or percent of Medicaid enrolled children ages 0-14 years in each county who receive any dental or oral health service.
  - b. The number and/or percent of Medicaid enrolled children ages 0-5 years in each county who receive any dental or oral health service.
  - c. Number and/or percent of women who received dental and/or oral health service during pregnancy.
  - d. Number of Medicaid enrolled children ages 0-2 years who receive preventive fluoride varnish application from a medical provider.

- e. Number of children that received a dental care coordination service and a subsequent dental visit.
8. Assure that dental hygienists and dental assistants providing direct dental services have public health supervision agreements with dentists on file with the Agency.
9. Assure I-Smile™ Coordinator and DDSP participate in all medical record audits.

### **Article VII – Performance Measure:**

The Contractor shall submit any documentation required for the below performance measures into the progress reports component of the grant site within IowaGrants.gov.

#### **Informing Performance Measure**

The goal for Inform Completions in each CSA is 70%. The Contractor must attain a minimum average Inform Completion rate of 40% for the entire CSA by July 31, 2024.

The Agency will use the MCAH data system to pull the Inform Completion data on or after September 15, 2023, for the FFY2023 contract period to determine the baseline average completion rate in each CSA for the FFY2024 contract period. The Agency will use the MCAH data system to pull the October-June Inform Completion data on or after July 15, 2024 for the FFY2024 contract period to determine if performance measures are met.

Disincentive: Failure to meet the Informing Performance Measure minimum average will result in a disincentive amount of 2% of the Contractor's total Medicaid Administrative Funds (MAF) allocation to be deducted from claim payments in the months of July, August, and September at the discretion of the Department as needed to reach the disincentive amount. If the Contractor does not meet the 40% minimum, but they increase their informing percentage by 5% the disincentive will not be applied.

Contractors are eligible for **one** of the following Informing Performance Measure incentives:

Incentive 1: 5% increase in Inform Completions. Following the Agency's determination that the measure is met using data from the MCAH data system, and the Contractor attains a 40% minimum Inform Completion rate, a \$2,500 incentive payment will be paid to the Contractor through a claim payment in IowaGrants.gov.

Incentive 2: Meets 70% goal for Inform Completions. Following the Agency's determination that the measure is met using data from the MCAH data system, a \$5,000 incentive payment will be paid to the Contractor through a claim payment in IowaGrants.gov.

#### **Oral Health Performance Incentive Measure**

For all child and adolescent health programs, successful contractors shall provide children with dental care coordination services that link families to dental and medical providers and alleviate barriers that families encounter when trying to access dental care.

Measure: The Contractor provides dental care coordination to at least 60% of children to whom the parent/guardian have reported their child "has not had a dental visit within the past 12 months" as self-reported on the Intake Assessment form during the period of October 1, 2023 through April 1, 2024 within the contractor agency.

The measure is a parent report on the Intake Assessment form and entered into the MCAH data system. The numerator will be the number of CAH clients provided dental care coordination and/or a care coordination attempt (follow up call) between October 1, 2023 and April 1, 2024.

Contact attempts (follow-up calls) will be counted, however limited so that for every 1 child provided a dental care coordination, up to 3 children provided a contact attempt can be counted toward the incentive (i.e. if 50 children with a dental care coordination, no more than 150 children with a contact attempt can be counted). The denominator will be the number of children served through any CAH program (i.e. oral health service, informing, lead testing, ASQs) without a parent/guardian-reported dental visit in the past year via the 'Intake Assessment' survey in the same time period. This performance measure will be calculated using contractor data entered into the MCAH data system.

Incentive: Following the Agency's determination that the measure is met using the MCAH data system, a \$5,000 incentive payment will be paid to the Contractor through a claim payment in IowaGrants.

**Article VIII – Reports:**

The Contractor shall complete and submit the following reports in the grant site located in IowaGrants. The Agency retains the right to require additional reports, including reports required for exception(s) to the contract. If the due date of a report falls on a non-business day (e.g., a holiday or weekend), the contractor is required to submit the report on the last business day preceding the due date.

| Report Title  | Form Frequency/Type  | Date Due  |
|---|--|---|
| Subcontracts- draft, unsigned   | Type: Subcontract Documents  | Submit for Agency approval prior to obtaining signatures for subcontracts of \$2,000 or more. |
| FFATA Report  | Type: FFATA Report   | Contractor Submits within 15-30 days of the start date of the contract.                       |
| Summary of insurance for Professional Liability, Property, Casualty, Fidelity, Bonding, and Officers and Directors coverage | One submission per contract year/CAH Summary of Insurance  | October 14, 2023  |
| Monthly Expenditure and Match Report  | Claims documentation   | Monthly, within 45 days of the end of the expenditure month                                   |
| Medical Record Audit Summary  | Annually unless additional audits are warranted.   | August 30, 2024   |
| Community Events  | Complete documentation for the month within 15 days of the end of the month within the MCAH data system. (not submitted in IowaGrants) | Monthly by the 15th of the following month.   |
| Quality Assurance Reports   | As directed by the Agency.   | As directed by the Agency.  |

|  |  |  |
|--|--|--|
| Child Care Nurse Consultant (CCNC) Quarterly and Year End Report | Quarterly and Annual Year End                              | October 16, 2023<br>January 16, 2024<br>April 16, 2024<br>August 2, 2024   |
| Child Care Nurse Consultant (CCNC) Fidelity Visit                | Annual/Inter-rater Reliability Visit with HCCI State Staff | Completed by June 30, 2024   |
| Hawki Outreach Monthly Report                                    | Monthly  | Within 15 days of the end of each month                                    |
| Up to three Quarterly Reports                                    | Three times a year   | January 15, 2024;<br>April 15, 2024;<br>July 15, 2024                      |
| Year-End Report  | Final  | October 15, 2024   |
| I-Smile™ Quarterly Reports                                       | Approved I-Smile™ Activity Workbook                        | January 15, 2024;<br>April 15, 2024;<br>July 15, 2024;<br>October 15, 2024 |

**Article IX - Budget:**

1. The approved contract amount is detailed on the contract face sheet. This includes the anticipated funding for the entire contract period. Refer to the Budget Breakdown forms within IowaGrants.gov for the program specific budget details.
2. The Contractor is required to match the CAH (Title V) including CH-Dental and I-Smile™ @ School funds, received from the Agency at a minimum rate of one dollar of local match for every four dollars received from the Agency. For Hawki Outreach, CCNC and I-Smile™, local match is not required nor are these funds eligible to be claimed as a match for other governmental programs.
3. This contract contains potential incentive amounts to be paid to the Contractor and disincentive amounts to be paid by the Contractor as described in the Contract Performance Incentives and Disincentives section of this contract. The following conditions shall apply to an incentive compensation:
  - a. The award amount listed within the IowaGrants grant site (budget form and award amount) may be higher than the total amount listed in the contract budget and the total amount listed on the face page of this contract.
  - b. Contractor expenditures shall not exceed the total amount listed in the contract budget(s).
  - c. If the performance measure is achieved, the incentive funds received by the Contractor shall support program related activities.
4. Expenditure variance against direct cost budget line amounts are allowed up to a maximum of 10% of the program budget amount on a cumulative basis not to exceed the program budget total. The Contractor shall submit a written justification and request for a contract amendment to the Agency prior to the obligation of an expense which will exceed the allowed 10% cumulative variance. The Contractor shall submit a written justification and request for a contract amendment when expenditures against a budget line not previously approved are anticipated.
5. The Contractor shall receive written approval from the Agency prior to spending the final

- three (3) percent of all funds awarded.
6. The Contractor must use all revenue generated from Title V sponsored programs for enhancement of the respective program (including Hawki Outreach, I-Smile™ and I-Smile™ @ School). Revenue from Title XIX, Medicaid MCOs, third party payors, Early Childhood Iowa, in-kind, and other funds shall be reported to the Agency monthly. Revenue shall be reinvested in the programs covered by this contract.
  7. The Child & Adolescent Health Funds are made available to the Contractor according to the state fiscal year (SFY). The Child & Adolescent Health Funds on the face sheet of this contract represents 100% of the full year's funding. The Child & Adolescent Health Funds funds listed in the State column of the face sheet must be spent during the period of October 1, 2023 through June 30, 2024 or they revert to the Agency. The Child & Adolescent Health Funds funds listed in the Federal column of the face sheet may be spent during the entire contract period.
  8. The CAH Medicaid Administrative Funds (MAF) are made available to the Contractor according to the state fiscal year (SFY). The CAH Medicaid Administrative Funds on the face sheet of this contract represents 100% of the full year's funding. The funds budgeted in the CAH MAF Budget 1 in IowaGrants.gov must be spent during the period of October 1, 2023 through June 30, 2024 or they revert to the Agency. The funds budgeted in the CAH MAF Budget 2 in IowaGrants.gov must be spent during the period of July 1, 2024 through September 30, 2024 or they revert to the Agency.
  9. The Healthy Child Care Iowa Funds are made available to the Contractor according to the state fiscal year (SFY). The Healthy Child Care Iowa Funds on the face sheet of this contract represents 100% of the full year's funding. The HCCI funds listed in the Inter-agency Federal column of the face sheet must be spent during the period of October 1, 2023 through June 30, 2024 or they revert to the Agency. The HCCI funds listed in the Federal column of the face sheet may be spent during the entire contract period.
  10. Hawki Outreach funds are made available to the Contractor according to the state fiscal year (SFY). The Hawki Outreach funds on the face sheet of this contract represents 100% of the full year's funding. The funds budgeted in Hawki Budget 1 in IowaGrants.gov must be spent during the period of October 1, 2023 through June 30, 2024, or they revert to the Agency. The funds budgeted in Hawki Budget 2 in IowaGrants.gov must be spent during the period of July 1, 2024, through September 30, 2024 or they revert to the Agency.
  11. The Contractor may not charge indirect costs to the Hawki Outreach budget.
  12. I-Smile™ funds are made available to the Contractor according to the state fiscal year (SFY). The I-Smile™ funds on the face sheet of this contract represents 100% of the full year's funding. 75% of those funds must be spent prior to June 30, 2024, or they revert to the Agency. Appropriation for the final 25% must be spent during the period of July 1, 2024, through September 30, 2024.
  13. The Contractor may not use more than the CH-Dental allocation for costs associated with direct services provided to children not enrolled in Title XIX or for payment to dentists, at Title XIX rates, for treatment of Title V eligible clients.
  14. The Contractor may not use I-Smile™ funds for costs associated with direct care dental services.
  15. The Contractor may not use more than 20% of I-Smile™ @ School grant funds for salaries/fringe and/or contracted hours for the time spent providing direct services by the dental professionals.
  16. To assure compliance with policies described in RFP's #58823005, #58823026 and #58823028, the Contractor agrees to the following budget assurances:
    - a. Program income is spent prior to expending grant funds in accordance with *Iowa Administrative Code 641-76*. The only exception is the allowance for a Contractor to retain a three-month operating capital balance of the program income.
    - b. Program income shall be used for allowable costs of the corresponding program. The

operating capital is intended for use and shall be maintained and available during the contract period, solely for the corresponding program.

17. To assure compliance with policies described in RFP's #58823005, #58823026 and #58823028, the Contractor agrees to the following budget assurances:
  - a. Grant funds subcontracted to other entities will remain the fiscal and program oversight responsibility of the Contractor.
  - b. Subcontracts and agreements will be available for State review and audit. All subcontracts over \$2,000 require Agency approval prior to execution; refer to the General Conditions Section 5. Subcontracts shall include a detailed budget justification for funds.
  - c. All costs shared with other programs in any budget category will be allocated between programs using a consistent and reasonable cost allocation plan based on approved general accounting principles.
  - d. Funds may be braided but not blended. Transparent and detailed accounting of what is paid for by each set of funds is maintained at all times and made available to the Agency.
  - e. Documentation of the Contractor's expenses and revenues, including funds subcontracted to other entities, will be available for State review and audit.
  - f. Program activities will be conducted in compliance with federal and state laws, rules, and regulations referenced in the RFP's #58823005, #58823026 and #58823028.
  - g. Materials developed with grant funds will include required federal and/or state information, including funding sources, and will remain in the public domain.
  - h. Programs will be fiscally responsible for allocating funds for staff attendance at required meetings including, but not limited to, registration fees, travel, lodging and meals. Travel expenses from grant funds are not to exceed usual and customary amounts as determined by the Iowa Department of Revenue and Finance.
  - i. If indirect costs will be expensed, the Contractor shall maintain and provide the Agency a copy of the Federally Approved Indirect Cost Rate Agreement, including the signature page.
  - j. Equipment will include items with a cost of \$5,000 or more with an anticipated useful life of one year or more; refer to General Conditions Section 4.
  - k. The Contractor will be liable for repayment of any unallowable expenses.
  - l. Grant funds will be used to carry out the applicable scope of work for each program as outlined in RFP.
  - m. Program Income must be reinvested back into the respective program.
  - n. All state funds listed on the face sheet are to be expended by June 30, 2023, or they revert back to the Agency.

#### **Article X - Billing and Payments:**

1. Submission of Claims for contract period: The Contractor shall complete and submit a claim for services rendered in accordance with this Contract. The claim shall be submitted monthly in the grant site located in IowaGrants within 45 days of the month of expenditures and shall include the approved expenditure workbook supporting the claim.
  - a. For programmatic line item budgets: CAH Expenditures, including Medicaid Administrative Funds (MAF) and Support Documentation must be submitted monthly with the claim.
  - b. The Agency shall verify the Contractor's performance of the provision of Services/Deliverables and timeliness of claims before making payment. The Agency may elect not to pay claims that are considered untimely.
  - c. The Contractor, through submission of the monthly CAH Expenditure Workbook, certifies the matching funds reported are available for federal match and are not

eligible to be claimed as a match for other programs.

2. End of State Fiscal Year Claims Submission: Notwithstanding the time frames above, and absent:

- a. longer timeframes established in federal law or
- b. the express written consent of the Agency,

The Contractor shall submit all claims to the Agency by July 14 for all services performed in the preceding state fiscal year (the State fiscal year ends June 30). This includes claims and expenditure reports for CAH, MAF, CCNC, Hawki, I-Smile™, and I-Smile™ @ School. The Agency will not automatically pay end of state fiscal year claims that are considered untimely. If the Contractor seeks payment for end of state fiscal year claim(s) submitted after July 14th, the Contractor may submit the late claim(s), as well as a justification for the untimely submission. The justification and request for payment must be submitted within the Correspondence component of this grant site. The Agency may reimburse the claim if funding is available after the end of the fiscal year. If funding is not available after the fiscal year, the claim may be submitted to the State Appeal Board in accordance with instructions for consideration. Instructions for this process may be found at:

[http://www.dom.state.ia.us/appeals/general\\_claims.html](http://www.dom.state.ia.us/appeals/general_claims.html).

3. The Agency shall pay all approved invoices/claims in arrears. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.
4. The Agency provides contractual payments on the basis of reimbursement of actual expenses in accordance with Iowa Code 8A.514.
5. The Agency will **not** reimburse the Contractor travel amounts in excess of limits established by [Iowa Department of Administrative Services](#), or for expenses at an in-state event if the lodging provider is not certified by the Iowa Department of Public Safety's Human Trafficking Prevention Training.
  - a. Current in-state and out of state travel rate reimbursements can be found posted on the Agency's [IDPH General Conditions for Service Contracts website](#).
  - b. Before traveling in the state or prior to procuring space for a conference or meeting at a site where lodging is available under this contract, the Contractor must ensure that the selected lodging provider is certified by checking the following website: <https://stopthiowa.org/certified-locations>. This applies to all in-state lodging, conferences, meetings, or any other state funded event. Use of lodging providers who are not certified will not be reimbursed. Certification of a lodging provider will be verified by the Agency before reimbursing this expenditure in a claim.
6. The Agency will reimburse the Contractor for expenditures at a rate not to exceed the percentage that the contract amount represents of the total budget (excluding soft match).
7. Final payment may be withheld until all contractually required reports have been received and accepted by the Agency. At the end of the contract period, unobligated contract amount funds shall revert to the Agency.
8. The Contractor must bill Title XIX, Medicaid MCOs, and other third-party payers if other resources cover the service. Title V is payer of last resort. I-Smile™ funds cannot be used for Title XIX billable services.
9. All Contractors must adhere to the most recently approved Iowa HHS Costs for Title V MCAH Direct Services.
10. The Contractor shall bill actual cost for direct care services to the Iowa Medicaid Enterprise (IME), Medicaid MCOs, Medicaid Prepaid Ambulatory Health Plans (PAHPs), and other third-party payers.
11. Conduct continuous daily time studies in accordance with Agency guidelines and maintain supporting documentation.
12. The Agency will not reimburse encounter rates for services such as those established by Federally Qualified Health Centers or Rural Health Centers.

13. The Contractor's reimbursement to physicians or nurse practitioners for well child exams using Title V CAH funds shall not exceed the current Title XIX rate of reimbursement. The Contractor's reimbursement to dentists for dental treatment using CH-Dental funds shall not exceed the current Title XIX rate of reimbursement.
14. The Contractor may not use I-Smile™ or I-Smile™ @ School funds for billable services, including care coordination for Medicaid enrolled children and direct dental services billable to Medicaid. Direct care dental services covered by Title XIX must be billed to IME or the appropriate Prepaid Ambulatory Health Plan (PAHP).
15. Ensure that no more than 20% of I-Smile™ @ School grant funds are used for the salaries/fringe and/or contracted hours for the time spent providing direct services by the dental professionals.

#### **Article XI – Communication:**

1. Maintain individual email addresses, with the capacity to send and receive electronic communications (emails and attachments) for all personnel as listed on the CAH Key Personnel Form.
2. Have the ability to generate encrypted emails for sending confidential information. All emails containing confidential information shall be encrypted.
3. The Contractor shall ensure all IowaGrant Grant Tracking site component information is accurate and current. This is inclusive of personnel, work plans, and budget forms. Requests by the Contractor for access to update the Grant Tracking site components shall be submitted through correspondence to the IDPH Program Contract Manager. If an update is approved by the Agency, an amendment to the contract may be required.
4. The development and translation of presentations, verbal reports (LBOH reports, public service announcements), publications (pamphlets, journal articles, reports, books, teaching guides, brochures), press releases, audiovisuals (posters, slides, video clips, film), or other marketing, advertising, education, or communications shall be reviewed and approved by the Agency prior to the Contractor's final development or reproduction. In addition, any modifications to materials previously approved by the Agency must be re-submitted for approval. All materials and translations developed using state or federal funds as part of the CAH program are public domain, and shall be shared free of charge or at the cost of printing/sharing with the Agency, other CAH contractors and other entities requesting to use the materials to promote the health of families.

#### **Article XII - Additional Conditions:**

1. Subcontractors are prohibited from further subcontracting.
2. In the event that a contract is not awarded or renewed for a service area covered with this contract, the Contractor shall cooperate fully with the transition of services. This will include, but is not limited to developing a transition plan, including the transfer of state owned equipment (as described in Section 4 of the General Conditions of this contract), client records, and other materials as deemed essential to the completion of this project.
3. The Contractor shall conduct continuous daily time studies in accordance with Agency guidelines and maintain supporting documentation.
4. The Contractor shall provide to the Agency upon request documentation of credentials and proof of required training for contracted or employed registered nurses, advanced registered nurse practitioners, physician assistants, and social workers. All service providers must be currently licensed and work within their respective scopes of practice.
5. Utilize their Child Health Screening Center status/NPI number only to bill gap-filling direct care services that are part of their CAH program and are approved by the Agency on file in IowaGrants.gov. Contractors shall submit an application to provide services to clients

enrolled in Medicaid/Medicaid MCOs and abide by the decision of the Agency for gap-filling direct health care services.

6. Contractors with programs/funding from other sources to support the same or similar health outcomes and activities (Childhood Lead Poisoning Prevention Program, Immunization grantee, HeadStart, United Way, home visiting programs, etc.) shall disclose this information to the Agency in the Contractor Services and Funding Form and within 30 days of new funding/programs or changes to funding/programs. The work plans shall either only include the activities that are planned and funded by the CAH Program or shall specifically describe how the CAH Program services will be different, provide new, or enhanced services to the other program. Funds may be braided, but what is funded by each program/funding source shall be clearly and distinctly identified.
7. Participate in program-related meetings sponsored by the Agency throughout the contract year. Anticipated meetings and the staff that are required to attend are outlined here:

| <u>Meeting*</u>  | <u>Attendee</u>   |
|--|---|
| Fall Seminar   | Project Directors   |
| Up to Three (3) CAH Regional Meetings or Technical Assistance sessions | Project Directors   |
| MCAH data system training as determined by the Agency                  | Data Administrators and/or data entry staff                           |
| Hawki Outreach Coordinator Annual meeting                              | Hawki Outreach Coordinator or prior approved alternate representative |
| Four (4) I-Smile™ meetings   | I-Smile™ Coordinator  |
| Annual I-Smile™ @ School meeting                                       | I-Smile™ Coordinator and Direct Dental Service Planner                |
| Two (2) Statewide CCNC meetings  | Child Care Nurse Consultant(s)  |
| Two (2) Regional CCNC meetings   | Child Care Nurse Consultant(s)  |
| One (1) Contractor Site Visit  | Project Director  |
| One (1) I-Smile™/Oral Health Site Visit                                | I-Smile™ Coordinator and Project Director                             |

\* The Agency may require attendance by an authorized representative of the Contractor at additional meetings if warranted.

**Special Conditions: (insert special conditions here)**

**Article XIII - Documentation and Records:**

1. All CAH and OH services provided directly by the Contractor or through subcontractors must be documented in the MCAH data system and client medical record at the time of service and available to IDPH by the 15th of the month following the month of service. All CAH and OH services must be recorded regardless of payer source.
2. Documentation of all Informing, Care Coordination, Presumptive Eligibility and direct care services, regardless of payer source, shall comply with requirements established by Iowa Medicaid in [IAC 441-79.3](#), by the Agency in the Title V Administrative Manual, and MCAH

- data system user manuals.
3. Document all elements of Informing and care coordination in the MCAH data system.
  4. Maintain an individual client medical record for each client receiving a direct health care service.
  5. Document outreach, community partnerships and Public Health Services and Systems level activities in 'Community Events' of the MCAH data system at least monthly.
  6. All CAH medical, dental, early childhood care and education providers, and client specific records (both electronic and hard copy client records) are the property of IDPH, regardless of the funding source used to provide the services. Records that are integrated with larger health systems or multiple program data systems (Electronic Health Records, etc.) must be able to be set up and maintained so that Title V services can be extracted from the system, without compromising the client's confidentiality related to non-Title V services in the event of an audit or record transfer.
  7. Retain all medical (including dental) records for a minimum of seven (7) years from the day the Contractor submits its final expenditure report; or, in the case of a minor client, for a period of one (1) year after the client reaches the age of majority, whichever is later.
  8. Retain all accounting and financial, programmatic records, supporting documents, statistical records, and other records reasonably considered as pertinent to the contract for a minimum of seven (7) years from the day the Contractor submits its final expenditure report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven (7) year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular seven (7) year period, whichever is later.
  9. Comply with all DHS record retention policies related to QE's in determining presumptive eligibility for children. All presumptive eligibility services must be recorded in the MCAH data system regardless of payer source or notice of action (NOA) and must comply with documentation requirements established by the Agency.
  10. Comply with the requirements of relevant licensing boards and administrative rules regarding record storage and retention.

#### **Article XIV - Quality Assurance/Quality Improvement:**

1. The Contractor must establish and maintain a quality assurance (QA) and Quality Improvement (QI) process. The QA/QI process(es) shall address:
  - a. Ensuring programs and services adheres to expected standards and guidelines (American Academy of Pediatrics-Bright Futures, MCAH Administrative Manual, and other Agency guidance).
  - b. Monthly review of the MCAH data system and client record documentation to assure completeness, compliance, and timeliness of entries.
  - c. Monthly review of MCAH data system 'Quality Assurance Reports' and internal processes for Presumptive Eligibility, Informing, and care coordination services.
  - d. Monthly internal comparison of billing records and the MCAH data system entries to assure accurate billing.
  - e. Annually reviewing and updating policies, procedures and standing orders.
  - f. Monitoring program data, performance indicators, and performance measures
  - g. Ensuring staff and subcontractors are trained and have appropriate credentials, qualifications, and current licensure as needed to provide services. Staff shall have demonstrated competency in providing services prior to providing them to clients and families.
  - h. Ensuring client/family engagement in development and review of policies, procedures and programming.
  - i. Ensuring programs, services, and activities are designed to improve health outcomes

- for priority populations.
  - j. Reviewing results of QA activities with staff and incorporating results into program development.
2. The Contractor shall make written quality assurance/quality improvement plans available to the Agency upon request.
  3. The Contractor shall respond to QI/QA activities such as surveys, audits, reviews, site visits and data collection activities administered by the Agency.

**Article XV - Security and Confidentiality:**

1. Comply with all applicable federal and state laws and with IDPH policies and procedures to protect client confidentiality and shall assure security of the client information, including electronic files.
2. Comply with all applicable regulations of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and subsequent amendments, including 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 (HITECH) and the federal regulations published at 45 CFR parts 160 and 164.
3. Provide work owned and maintained electronic devices (phones, computers, etc.), removable media, and other devices needed to complete the work of the CAH program. Staff and contractors may not use personal devices for any CAH program work.
4. Provide office facilities and equipment which ensure the protection of confidential information.
5. Comply with all [State of Iowa OCIO Security Standards](#).
6. In compliance with Section 2.13.9 of the General Terms for Service Contracts within Contract Number MED-17-005 (Maternal and Child And Adolescent Health Omnibus), as amended, between Medicaid and the Bureau of Family Health, all terms of Contract MED-17-005 shall also apply to the Contractor. The Contractor shall ensure that any Subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Contractor agree to the same restrictions, conditions, and requirements that apply to the Contractor with respect to such information. These terms include, but are not limited to the following:
  - a. Access to Medicaid or Bureau of Family Health Confidential Information: The Contractor might have access to confidential information owned by Medicaid that is necessary to carry out the responsibilities of this Contract. Access to such confidential information shall comply with federal and state laws, Medicaid and Bureau of Family Health policies and procedures. In all instances, access to Medicaid information from outside the United States and its protectorates, either by the Contractor or its affiliates or associates or any subcontractor is prohibited.
  - b. Contractor Breach Notification Obligations: The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized use or disclosure of confidential information or other events requiring notification in accordance with applicable law. In the event of a breach of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to follow Agency directives, which may include assuming responsibility for informing all such individuals in accordance with applicable laws and to indemnify, hold harmless. And defend the State of Iowa against any claims, damages, or other harm related to such breach.
  - c. Business Associate Agreement: When performing certain activities under this Contract, the Contractor collects and receives access to certain records and pieces of data that are protected by the Health Insurance Portability and Accountability Act of 1996, as amended, and the federal regulations published at 45 CFR part 160 and 164.

When the Contractor performs services on behalf of the Agency, the Contractor agrees to comply with the Business Associate Agreement Addendum (BAA) and any amendments thereof, as posted to the Iowa HHS website: <http://dhs.iowa.gov/HIPAA/baa>. This BAA, and any amendments thereof, is incorporated into this Contract by reference. The Contractor shall ensure that any Subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Contractor agree to the same restrictions, conditions, and requirements that apply to the Contractor with respect to such information.

By signing this Contract, the Contractor consents to receive notice of future amendments to the BAA through electronic mail. The Contractor shall file and maintain a current electronic mail address with Iowa Health and Human Services for this purpose. Iowa HHS may amend the BAA by posting an updated version of the BAA on Iowa Health and Human Services' website at: <https://hhs.iowa.gov/HIPAA/baa>. The Contractor shall be deemed to have accepted the amendment unless the Contractor notifies Iowa Health and Human Services of its non-acceptance within 30 days of the notice referenced herein. Any agreed alteration of the then current Iowa HHS BAA shall have no force or effect until the agreed alteration is reduced to a Contract amendment.

- d. Data and Security Framework: If storing confidential information owned by the Medicaid Division or the Bureau of Family Health in a system other than the MCAH data system, the Contractor shall comply with either of the following:
    - i. Provide certification of compliance with a minimum of one of the following security frameworks, if the Contractor is storing Confidential Information electronically: NIST SP 800-53, HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater, ISO 27001 or PCI-DSS version 3.2 prior to implementation of the system and again when the certification(s) expire, or
    - ii. Provide attestation of a passed information security risk assessment, passed network penetration scans, and passed web application scans (when applicable) prior to implementation of the system and again annually thereafter. For purposes of this section, "passed" means no unresolved high or critical findings.
  - e. If requested by Iowa HHS, the Contractor shall provide a fully completed copy of the Iowa HHS Vendor Security Questionnaire (VSQ).
  - f. If using cloud services to store Iowa HHS Information, the Contractor shall comply with either of the following:
    - i. Provide written designation of FedRAMP authorization with impact level moderate prior to implementation of the system, or
    - ii. Provide certification of compliance with a minimum of one of the following security frameworks: HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater or PCI-DSS version 3.2 prior to implementation of the system and again when the certification(s) expire.
7. The Contractor must use full disk encryption software to protect against unauthorized users.
  8. Protected Health Information shall not be uploaded into the IowaGrants system.
  9. Provide local computer support and maintenance of local hardware and operating software. Contractor must have their service agreement on file for technical assistance for local computer support for hardware, software and networking if subcontracting for the service. If computers are networked, the Contractor is responsible for all aspects of networking.
  10. The Contractor must notify the Agency prior to upgrading or transferring computers.

#### **Article XVI - Data Sharing:**

1. The recipient may receive county-level aggregate data, including small count sizes, for the number of Medicaid enrolled children and young adults up to age 20 who received an oral health service from a dentist, from a Federally Qualified Health Center, and from a Title V Program. This data will be used by the recipient to measure progress in meeting contract goals and objectives related to increasing access to oral health services for Iowa children. The data may also be used for internal performance management and quality improvement purposes and shall not be shared outside of the Contractor's agency.
  - a. Legal Authority: Oral health program participant information is confidential under Iowa law. Iowa HHS is authorized to disclose this confidential information to an agent of the Agency who has a need for the information in the performance of their duties (641 IAC 10(2)(a)). Additionally, Medicaid-owned data may be shared to the Contractor as an agent of the Agency to the extent necessary to carry out responsibilities under the Contract (Section 2.9.3 of the Iowa HHS Terms for Service Contracts).
  - b. Aggregate Data Publication: The Contractor agrees to provide a copy of all proposed publications to the Agency at least thirty (30) days in advance of the proposed dissemination date. The publication shall not be published in any format without the prior written consent of the Agency. Any publication of aggregate data shall comply with Medicaid and Community Access Division confidentiality guidelines, including *Iowa HHS Policy for Release of Confidential Public Health Records*.
  - c. Data Sharing Appendix: Refer to **Appendix A** for the following details:
    - i. The dataset(s) to be shared.
    - ii. The date range of data to be shared.
    - iii. The variables to be shared from each dataset.
    - iv. The frequency of data transfer.
  - d. Destruction of Data: The Contractor shall destroy all confidential data under the ownership of the Agency and any files created by linking these data files at the end of the contract period, unless need for further retention is approved in writing by the Agency. The destruction shall be by means which render the data or linked data files unidentifiable and useless. The Contractor shall provide written notification to the Agency of the destruction of the confidential data.

**Appendix A:**

Dataset: Oral Health Program Data

Date Range: 2005 - Current

Geographic Area: Approved CAH service area/state of Iowa

Variables listed below:

- A. Number and percent of Medicaid eligible children aged 0-20 with an oral health service from a dentist by county.
- B. Number and percent of Medicaid eligible children aged 0-20 with an oral health service from a Federally Qualified Health Center by county.
- C. Number and percent of Medicaid eligible children aged 0-20 with an oral health service from a Title V Program by county.
- D. Number and percent of Medicaid eligible children aged 0, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, with an oral health service from a dentist by county.
- E. Number and percent of Medicaid eligible children aged 0, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, with an oral health service from a Federally Qualified Health Center by county.
- F. Number and percent of Medicaid eligible children aged 0, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, with an oral health service from a Title V Program by county.
- G. Other aggregate counts, including small count sizes, as needed to perform the work and services of this Contract.