

Sent 7/24/05

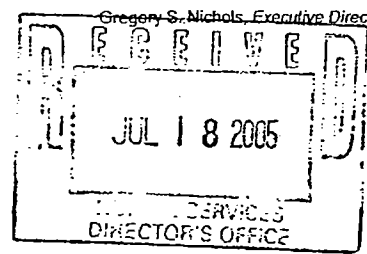
Governing Iowa's public universities and special schools
University of Iowa
Iowa State University
University of Northern Iowa
Iowa School for the Deaf
Iowa Braille and Sight Saving School
Lakeside Laboratory
Quad-Cities Graduate Center
Southwest Iowa Regents Resource Center
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MEMORANDUM

TO: Mr. Kevin W. Concannon
Director, Department of Human Services

FROM: Thomas Evans

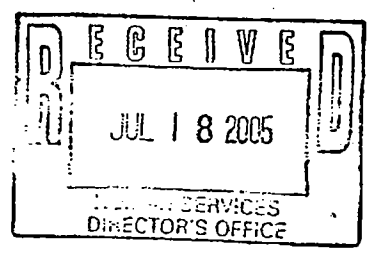
DATE: July 15, 2005

SUBJECT: Intergovernmental Agreement

*Consent - In this O.K for Kevin to sign?
Please respond by 8/3*

Enclosed please find three copies of the Intergovernmental Agreement relating to the University of Iowa Hospitals and Clinics and their participation in the IowaCare Program. Please return two executed copies of the agreement to the Regents Office and retain one copy for you records.

Thank you for your assistance.



**IOWA DEPARTMENT OF HUMAN SERVICES
BOARD OF REGENTS, STATE OF IOWA
INTERGOVERNMENTAL AGREEMENT**

1 IDENTITY OF PARTIES

- 1.1 The State of Iowa, Department of Human Services, (referred to in this document as the "Department") is the agency responsible for the administration of the IowaCare Program. The Department's address is: Hoover State Office Building, 1305 E. Walnut, Des Moines, Iowa 50309.
- 1.2 The Board of Regents, State of Iowa, is the governing body for the University of Iowa Hospitals and Clinics, (referred to in this document as "UIHC"), which is a participating provider in the State of Iowa Medicaid Program and a provider authorized by statute to serve persons enrolled in the IowaCare Program. The address of UIHC is: 200 Hawkins Drive, Iowa City, IA. 52242

2 PURPOSE OF AGREEMENT

As required in Division VII, Section 25, Subsection 7 of House File 841, the Board of Regents, State of Iowa, on behalf of UIHC, and the Department will execute, and hereby enter into an agreement, to specify the requirements relating to distribution of appropriated funds to the UIHC from the IowaCare account.

Nothing in this Agreement overrides or derogates in any way from either party's obligation to comply with federal and state statutes, rules, and regulations under the Medicaid program or any applicable Medicaid provider agreement.

3 DURATION OF CONTRACT

The term of this Contract shall be July 1, 2005 through June 30, 2006.

4 DUTIES OF THE PARTIES

- 4.1 UIHC shall provide the following services:
- 4.1.1 UIHC agrees to comply with all applicable provisions of House File 841.
- 4.1.2 UIHC shall submit clean claims to the Department for services provided to IowaCare enrollees.
- 4.1.3 The claims shall be submitted to the Department with appropriate documentation as necessary to support all charges included on the claim. Alternate Medicaid provider numbers will be assigned to track claims attributable to IowaCare members. The alternate Medicaid provider numbers must be placed on all claims.
- 4.1.4 All clean claims shall be submitted to the Department within twenty days of the date of provision of service to an expansion population member. As provided for in House File 841, Division VII, Section 25, Subsection 7, the Department and UIHC agree that compliance with this requirement shall be determined on the basis of UIHC's success in submitting IowaCare clean claims to Department within the

historical timeframes within which UIHC has submitted Medicaid clean claims, measured in the aggregate.

- 4.1.5 Claims shall be submitted electronically to the Iowa Medical Enterprise whenever possible. If a paper claim must be submitted, it will be sent to the Iowa Medicaid Enterprise at P.O. Box 15001, Des Moines, Iowa 50315.

4.2 The Department shall provide the following services:

- 4.2.1 The Department agrees to comply with all applicable provisions of House File 841.
- 4.2.2 The Department agrees to assign Alternate Medicaid provider numbers to track claims attributable to IowaCare members.
- 4.2.3 The Department agrees to make eligibility determinations for IowaCare and any other program relevant to the appropriation paid to UIHC in a timely manner pursuant to applicable law.
- 4.2.4 The Department shall pay UIHC on the first day of each month, or as soon as practicable thereafter, 1/12th of the \$27,284,584 appropriation.
- 4.2.5 The Department shall provide an electronic remittance advice for all claims submitted consistent with the current Iowa Medical Assistance remittance schedule. The format for the remittance advice will follow the current CMS regulations for a HIPAA compliant 835I electronic remittance.
- 4.2.6 The Department shall permit the University of Iowa Carver College of Medicine to submit claims electronically to document physician services provided. These claims shall not be subject to edits or adjudication and shall not be viewed as a billing for non-covered services. The claims shall be stored on the Department's data warehouse and may be utilized for research purposes.
- 4.2.7 The Department shall have primary responsibility for assuring timely communication to current and potential IowaCare enrollees and the public concerning eligibility and benefits.
- 4.2.8 The Department will submit to the Iowa Legislature aggregated UIHC claims data concerning the timeliness of claims.

- 4.3 **Review Clause.** UIHC and the Department shall meet as requested by either Party and provide information for review of the Parties' compliance with the terms of the Agreement and level of performance. UIHC agrees that the Department or the Department's duly authorized and identified agents or representatives of the state and federal governments shall have the right to access any and all information pertaining to the Agreement, conduct site visits, conduct quality assurance reviews, review contract compliance, assess management controls, assess the contract services and activities, and provide technical assistance. At a minimum, UIHC and the Department will evaluate achievements of the contract performance targets and results.

5 CONTRACT ADMINISTRATION

5.1 Notice. Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be addressed to each party as set forth as follows:

If to the Department:

Kevin W. Concannon
Director
Hoover State Office Building
1305 E. Walnut
Des Moines, IA. 50309

If to the UIHC:

University of Iowa Hospitals and Clinics
200 Hawkins Drive
Iowa City, IA. 52242

If to the Board of Regents:

Gregory Nichols
Executive Director
11260 Aurora Avenue
Urbandale, IA. 50322

5.2 Amendments. This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be fully executed by both parties.

5.3 Confidentiality. Information of the Department that identifies clients and services is confidential in nature. The University of Iowa Hospitals and Clinics and its employees, agents and subcontractors shall be allowed access to such information only as needed for performance of their duties related to the Contract. The University of Iowa Hospitals and Clinics shall not use confidential information for any purpose other than carrying out the University of Iowa Hospitals and Clinics's obligations under this Contract. The University of Iowa Hospitals and Clinics shall establish and enforce policies and procedures for safeguarding the confidentiality of such data. The University of Iowa Hospitals and Clinics may be held civilly or criminally liable for improper disclosure. The University of Iowa Hospitals and Clinics shall promptly notify the Department of any request for disclosure of confidential information received by the University of Iowa Hospitals and Clinics.

5.4 Records Retention and Access. The University of Iowa Hospitals and Clinics shall maintain books, records, and documents which sufficiently and properly document and explain all charges billed to the Department throughout the term of this Contract for a period of at least five years following the date of final payment or completion of any required audit begun during the aforementioned five (5) years, whichever is later. Records to be maintained include both financial records and service records. The University of Iowa Hospitals and Clinics shall permit the Auditor of the State of Iowa or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States

government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the University of Iowa Hospitals and Clinics relating to orders, invoices, payments, services provided or any other documentation or materials pertaining to this Contract, wherever such records may be located.

6 EXECUTION. IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Contract and have caused their duly authorized representatives to execute this Contract.

Board of Regents, State of Iowa, on behalf of the University of Iowa Hospitals and Clinics

By: Gregory S. Nichols Date: 7-15-05

Name: Gregory S. Nichols

Title: Executive Director

Federal Tax Identification Number: 42-6004506

State of Iowa, The Department of Human Services

By: Kevin W. Concannon Date: 7/26/05

Name: Kevin W. Concannon

Title: Director