

CHAPTER 152
CONTRACTING
PREAMBLE

The rehabilitative treatment and supportive services contract will encompass group care child welfare services, supportive services provided in family-centered and family foster care, and group care maintenance.

Refer to 441—Chapters 156 and 182 for requirements for supportive services.

DIVISION I
GENERAL PROVISIONS
PREAMBLE

This division sets forth the requirements for the content of the contract for rehabilitative treatment and supportive services and the conditions of participation. The term of the contract is limited to no more than two years.

441—152.1(234) Definitions.

“Agency” means any agency, public or private, which provides or represents itself as providing rehabilitative treatment or supportive services.

“Amount” means the number of units of a service core or level of care within a rehabilitative treatment service.

“Applicable services” means those services identified on the face sheet to be provided under the conditions of the contract.

“Certification” means the decision made by the department that the provider has met the applicable standards for rehabilitative treatment services.

“Child” means a person under 21 years of age.

“Client” means an individual or family group who has applied for and been found to be eligible for rehabilitative treatment or supportive services from the Iowa department of human services.

“Contract” means formal written agreement between the Iowa department of human services and a provider of rehabilitative treatment or supportive services.

“Department” means the Iowa department of human services.

“Duration” means the maximum period of time for which the service core or level of care within a rehabilitative treatment service is authorized.

“Family” includes the following members:

1. Legal spouses (including common law) who reside in the same household.
2. Natural, adoptive or step mother or father, and children who reside in the same household.
3. A child who lives alone or who resides with a person, or persons, not legally responsible for the child's support.

“*Grant*” means an award of funds to develop specific programs or achieve specific outcomes.

“*Juvenile court officer*” means a person appointed as a juvenile court officer under Iowa Code chapter 602 and a chief juvenile court officer appointed under Iowa Code chapter 602.

“*Nonrehabilitative treatment services*,” for the purpose of this chapter, means rehabilitative services designed to address a child’s nonrehabilitative treatment needs as defined in rule 441—185.1(234) in one of the following programs:

1. Family-centered program.
2. Family preservation program.

“*Project manager*” means a department employee who is assigned to assist in developing, monitoring and evaluating a contract and to provide related technical assistance.

“*Provider*” means any natural person, company, firm, association, or other legal entity under contract with the department pursuant to this chapter.

“*Purchase of service system*” means the system within the department for contracting and payment for services.

“*Referral worker*” means the department worker or juvenile court officer who refers the case to the review organization and who is responsible for carrying out the follow-up activities after the review organization service necessity determination and service authorization process is completed.

“*Rehabilitative treatment services*,” for the purpose of this chapter, means services designed to address the rehabilitative treatment needs of a child in one of the following programs:

1. Family-centered program.
2. Family preservation program.
3. Family foster care.
4. Group care program.

“*Review organization*” means the entity designated by the department to make rehabilitative treatment service authorization determination.

“*Scope*” means the rehabilitative treatment service selected and the service core or level of care within the program that is selected.

“*Service authorization*” means the process of service necessity determination and service authorization of scope, amount and duration by the review organization.

“*Service core*” means a set of rehabilitative treatment services delivered to an individual or family that addresses the needs of the individual or family as set forth in the treatment plan.

“*Social services*” means a set of actions purposefully directed toward human needs which are identified as requiring assistance from others for their resolution.

“*Supportive services*” for purposes of contracting and financial and statistical reports means family-centered supportive services as defined in rule 441—182.1(234), supervision and home studies provided in family foster care and group care maintenance as defined in rule 441—156.1(234).

“*Unit of service*” means a specified quantity of service.

441—152.2(234) Conditions of participation relevant to all contracts.

152.2(1) *Service descriptions.* The provider shall comply with the requirements for applicable services as described in the appendix to the contract.

152.2(2) *Signed contract.* A contract can be effective only when signed by all parties required in subrule 152.22(4).

152.2(3) *Provider certification.* The provider shall be certified to provide the applicable rehabilitative treatment services before the contract can be effective. Out-of-state providers shall meet Iowa certification requirements.

152.2(4) *Civil rights laws.* The provider shall be in compliance with all state civil rights laws and regulations and with all applicable federal civil rights laws and regulations with respect to equal employment opportunity.

152.2(5) *Title VI compliance.* The provider shall be in compliance with Title VI of the 1964 Civil Rights Act and all other federal, state, and local laws and regulations regarding the provision of services.

152.2(6) *Section 504 compliance.* The provider shall be in compliance with Section 504 of the Rehabilitation Act of 1973 and with all federal, state, and local Section 504 laws and regulations.

152.2(7) *Americans with Disabilities Act compliance.* The provider shall be in compliance with the Americans with Disabilities Act of 1990 and with all federal, state and local laws and regulations regarding the Americans with Disabilities Act.

152.2(8) *Affirmative action.* The provider shall apply affirmative action measures appropriate to correct deficiencies or to overcome the effects of past or present practices, policies, or other barriers to equal employment opportunity.

152.2(9) *Equal opportunity.* The provider shall exclude no person from the participation in or receipt of programs, activities or benefits on the grounds of race, color, creed, national origin, sex, age, religion, political belief, or physical or mental disability. Nor shall the provider discriminate against any person in employment or applying for employment on the grounds of race, color, creed, national origin, sex, age, religion, political belief, or physical or mental disability.

152.2(10) *Nondiscrimination.* The provider shall carry out all activities under the terms of any rehabilitative treatment and supportive services contract in a manner that does not discriminate against any person because of the person's race, color, creed, national origin, sex, age, religion, political belief, or physical or mental disability.

152.2(11) *Abuse reporting.* The provider shall have written policy and procedure that complies with applicable state and local laws for the reporting of child abuse.

152.2(12) *Confidentiality.* The provider shall comply with all applicable federal and state laws and regulations on confidentiality including rules on confidentiality contained in 441—Chapter 9. The provider shall have a written policy and procedure for maintaining individual client confidentiality, including client record destruction.

152.2(13) *Client appeals and grievances.* The provider shall have a written policy and procedure for handling client appeals and grievances, and shall provide information to clients about their rights to appeal.

152.2(14) *Financial and statistical records.* The provider shall maintain sufficient financial and statistical records, including program and census data, to document the validity of the reports submitted to the department. (See 441—subrule 185.102(3).)

a. The records shall be available for review at any time during normal business hours by department personnel, the purchase of rehabilitative treatment and supportive services fiscal consultant, and state or federal audit personnel.

b. These records shall be retained for a period of five years after final payment.

152.2(15) *Reports on financial and statistical records.* Financial and statistical reports shall be submitted as required in rules 441—185.102(234) and 441—185.103(234). Failure to do so within the required time limits is grounds for termination of the contract. This subrule is held in abeyance for purposes of establishing rates effective during the time period beginning July 1, 1996, through June 30, 1998.

152.2(16) Maintenance of client records. Records for clients served through a Rehabilitative Treatment and Supportive Services Contract, Form 470-3052, shall be retained by the provider for a period of five years after service to the client terminates. Client records for rehabilitative treatment and supportive services shall comply with the requirements set forth at 441—subrule 185.10(6), 441—subrule 156.7(2) and rule 441—182.7(234), as applicable to the specific services provided.

152.2(17) Provider charges. A provider shall not charge departmental clients more than it receives for the same rehabilitative treatment and supportive services provided to nondepartmental clients.

152.2(18) Special purpose organizations. A provider may establish a separate, special-purpose organization to conduct certain of the provider's client-related or non-client-related activities. For example, a development foundation assumes the provider's fund-raising activity. Often, the provider does not own the special-purpose organization (e.g., a nonprofit, non-stock-issuing corporation), and has no common governing body membership. A separate special-purpose organization shall be considered to be a related party for purposes of 441—subrule 185.105(11) when one of the following applies:

a. The provider controls the organization through contracts or other legal documents that give the provider the authority to direct the organization's activities, management, and policies.

b. The provider is, for all practical purposes, the primary beneficiary of the organization's activities. The provider should be considered the special-purpose organization's primary beneficiary if one or more of the following circumstances exist:

(1) The organization has solicited funds on the provider's behalf with provider approval and substantially all funds so solicited were contributed with the intent of benefiting the provider.

(2) The provider has transferred some of its resources to the organization, substantially all of whose resources are held for the benefit of the provider.

(3) The provider has assigned certain of its functions to a special-purpose organization that is operating primarily for the benefit of the provider.

152.2(19) Certification by department of transportation.

a. If the provider furnishes public transit service as defined in 761—910.1(324A), the provider shall annually submit to the project manager information regarding compliance with or exemption from public transit coordination requirements as found in Iowa Code chapter 324A and department of transportation rules in 761—Chapter 910. This information shall include:

(1) Form 020107, Certification Application for Coordination of Public Transit Services, which the project manager shall submit to the department of transportation; and

(2) A copy of an ACORD Certificate of Insurance or similar self-insurance documentation, as applicable.

b. If a provider believes it does not furnish public transit service as defined in 761—910.1(324A) and therefore is exempt from the requirements in paragraph "a," the provider shall submit Form 020107 with only Section 1 completed when the provider enters into a new contract.

c. If a provider that has furnished public transit service as defined in 761—910.1(324A) ceases to do so, the provider becomes exempt from the requirements in paragraph "a."

d. If an exempt provider begins to furnish public transit service as defined in 761—910.1(324A), the provider shall inform the project manager within 30 days of the change and shall adhere to the procedures in paragraph "a."

e. Failure of the provider to cooperate in obtaining or providing the required documentation of compliance or exemption is grounds for denial or termination of the contract.

152.2(20) Services provided. Services provided, as described on Form 470-3051, Rehabilitative Treatment and Supportive Services Contract Face Sheet, and appendices, shall at a minimum meet the rules found in the Iowa Administrative Code for a particular rehabilitative treatment or supportive service or the contract may be terminated.

152.2(21) Indemnity and insurance clauses.

a. The provider agrees that it will indemnify, hold harmless and defend the state, the department, and its officers and employees from and against all suits, actions, or claims for personal injury or death, or damage to property because of any act, omission or neglect of the provider, its officers, agents or employees in the provision of care or services as provided for by administrative rule and this contract, including, but not limited to:

(1) Personal injury, death or property damage of a client receiving care or services, or while on a premises owned, leased or operated by the provider, or while being transported by the provider, either directly or by arrangement.

(2) Personal injury, death or property damage of another caused by a client while receiving care or service from the provider.

This provision does not create any right or cause of action in the public or a third party to bring a claim or suit under or pursuant to its terms.

b. The provider agrees that it shall have in force and effect a liability insurance policy covering all its operations in providing the care and services required by the administrative rules and by contract, including the indemnity provision above. A "Certificate of Insurance" identifying the insurance company, the policy period, the type of policy and the limits of coverage shall be filed with the department. The insurance policy and the certificate of insurance shall show the state of Iowa and the department of human services as additional insureds. The provider further agrees that anyone transporting, or authorized to transport, clients in privately owned vehicles shall have liability insurance in force and effect covering any claim which may arise from this transport.

152.2(22) Renegotiation clause. In the event there is a revision of federal or state laws or regulations and this contract no longer conforms to those laws or regulations, both parties will review the contract and renegotiate those items necessary to conform with the new federal or state laws or regulations.

152.2(23) Subcontracting or assignability. The provider shall have no right to assign the contract. When a provider of services pursuant to this chapter delivers service through a subcontract, the provider is responsible for the subcontractor's meeting the requirements found in this division. A copy of all subcontracts for any rehabilitative treatment or supportive services, as described in the contract, or any changes to that subcontract shall be provided to the project manager at least one month prior to implementation of the subcontract. The department shall have the right to reject all or part of the subcontract. All subcontractors shall meet these requirements:

- a. All conditions of the contract shall be incorporated into any subcontract.
- b. All subcontractors shall meet certification requirements for rehabilitative treatment services.
- c. All subcontractors shall meet requirements for supportive services.
- d. A subcontract or other written agreement will not relieve the provider of responsibility or accountability to the department for the conditions of the contract.

e. The provider has the responsibility for billing for the service and for reimbursing the subcontractor. However, the provider shall not bill for rehabilitative treatment and supportive services provided by the subcontractor unless a copy of the subcontract or any changes to the subcontract has been submitted to the project manager as required. When a subcontract or a portion of a subcontract has been rejected by the department, the provider shall not bill for services provided totally or in part through that rejected subcontract or through the part of a subcontract which was rejected. The department shall not be liable for payment for services provided through a subcontract or that portion of a subcontract which has been rejected.

f. The costs of all subcontracted services are subject to the requirements and limits set forth in rules 441—185.101(234) to 441—185.108(234). This paragraph is held in abeyance for purposes of establishing rates effective during the time period beginning July 1, 1996, through June 30, 1998.

152.2(24) Nonemployment. The provider shall be an independent contractor in the performance of contract obligations under Iowa Code chapter 669. There is no duty created for the department to defend or indemnify the provider.

152.2(25) *Across-the-board cuts.* Payment under the contract may be subject to across-the-board cuts pursuant to Iowa Code section 8.31.

152.2(26) *Monitoring equal opportunity and affirmative action compliance.*

a. Providers shall submit to the project manager the following forms at the time of submission of the initial contract for monitoring of compliance with the requirements set forth at 152.2(4), 152.2(5), 152.2(6) and 152.2(8): Equal Opportunity Review, Form 470-0148, and, as applicable, Accessibility Checklist, Form 470-0149, and Section 504 Transition Plan: Structural Accessibility, Form 470-0150.

(1) The provider shall submit the Desk Audit for Civil Rights Contract Compliance, Form 470-2215, to the project manager annually thereafter.

(2) The project manager shall submit the required forms to the diversity programs unit.

b. The diversity programs unit shall review the forms. If the unit finds areas of noncompliance, the unit shall notify the provider. The provider shall develop a plan of corrective action addressing each area of noncompliance. The corrective action plan shall include time lines for implementation and shall be submitted to the department for approval.

c. Failure to develop and implement an acceptable plan of corrective action within the timelines specified in the plan shall be grounds for termination of the contract.

152.2(27) *Age Discrimination Act compliance.* The provider shall be in compliance with the Age Discrimination Act of 1975 and with all federal, state, and local laws and regulations regarding the Age Discrimination Act.

441—152.3(234) *Appeals of departmental actions.* Departmental actions other than rate determinations may be appealed pursuant to 441—Chapter 7. Requests for review of rate determinations may be submitted in writing to the chief of the bureau of purchased services. The request shall explain the rates in question and the reasons for dissatisfaction. The chief of the bureau of purchased services shall respond to the request in writing or request additional information within ten working days.

441—152.4(234) *Review of financial and statistical reports.* Authorized representatives of the department or state or federal audit personnel shall have the right to review the general financial records of a provider. The purpose of the review is to determine if expenses reported to the department have been handled as required under rule 441—185.102(234). Representatives shall provide proper identification and shall use generally accepted auditing principles. The review may include an on-site visit to the provider, the provider's central accounting office, the offices of the provider's agents, a combination of these, or, by mutual decision, to other locations.

441—152.5(234) *Copyright and patents.* The activities and results of contract activity may be published subject to confidentiality requirements. The provider shall furnish a copy of the published material free of charge to the department within ten days of publication.

The department reserves the right to use and duplicate the publication for internal state purposes. In no event shall the department be charged for the use of the copyrighted materials.

441—152.6(234) *Drug-free workplace.* The provider shall operate a drug-free workplace. Owners, employees, subcontractors, and volunteers shall not report to work while under the influence of alcohol or illegal drugs. The unauthorized use, possession, sale, purchase, manufacture, distribution, or transfer of any illegal drug or alcoholic beverage while a person is engaged in state-funded business is prohibited. The provider shall take disciplinary action on any person who does not comply with this policy, up to and including discharge. Violation of this rule may be grounds for termination of the contract.

441—152.7(234) Restriction of use of funds. The provider shall agree that federally appropriated funds shall not be paid on behalf of the department or provider to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the award of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

The provider shall ensure that no funds received or expended will be used in any way to promote or oppose unionization.

441—152.8(234) Term of contract. The term of the contract shall be for not more than two years, effective the day following the signature of the director of the department or the director's designee, unless the provider and department agree to a later specified date.

These rules are intended to implement Iowa Code section 234.6.

441—152.9 to 152.20 Reserved.

DIVISION II
PURCHASE OF REHABILITATIVE TREATMENT AND
SUPPORTIVE SERVICES CONTRACT
PREAMBLE

This division sets forth the contracting process for providers of rehabilitative treatment and supportive services.

This division addresses how existing family-centered, family preservation, family foster care, and group care providers enter into new contracts to provide rehabilitative treatment and supportive services on or after November 1, 1993; describes how new family-centered, family preservation, family foster care, and group care providers enter into a contract to provide rehabilitative treatment services, nonrehabilitative treatment services, and supportive services on or after January 1, 1994; explains how contracts are administered by department project managers; presents the fiscal records standards; and sets forth the requirements for client eligibility and review organization referral and authorization process as a condition of reimbursement.

441—152.21(234) Contract. All providers of rehabilitative treatment and supportive services shall enter into a contract with the department. Providers may enter into a contract for rehabilitative treatment and supportive services when full certification as described in 441—subrule 185.11(2) is achieved. Certification is not required if the provider is contracting only for supportive services.

441—152.22(234) Initiation of contract proposal.

152.22(1) Right to request a contract. All potential providers have a right to request a contract.

152.22(2) Initial contact. The initial contact shall be between the potential provider and the bureau of purchased services.

a. At the beginning of the contract development process, the bureau shall give the potential provider:

(1) Information about the contracting process; and

(2) Instructions on how to access the Rehabilitative Treatment and Supportive Services Provider Handbook electronically.

b. The provider shall sign Form 470-3057, Verification of Receipt, at the end of the contract development process to verify receipt of information on how to access the Handbook.

152.22(3) *Contract proposal development.* When the bureau of purchased services determines that a new contract is to be developed, a project manager shall be assigned to assist in contract development and processing.

a. The project manager shall assist the provider in the completion of the contract proposal and required fiscal information.

b. Form 470-3051, Rehabilitative Treatment and Supportive Services Contract Face Sheet, and Form 470-3404, Rehabilitative Treatment and Supportive Services Negotiated Rate Establishment Amendment, shall be completed at the same time as Form 470-3052, Rehabilitative Treatment and Supportive Services Contract, or Form 470-3053, Amendment to Rehabilitative Treatment and Supportive Services Contract, is prepared.

152.22(4) *Contract proposal approval.* A proposed contract shall be submitted to the assigned project manager 60 calendar days in advance of the desired effective date of the contract. The Rehabilitative Treatment and Supportive Services Negotiated Rate Establishment Attachment, Form 470-3404, need not be completed until the completion of the rate negotiation process. Contract proposals will not be acted upon until this form is completed and attached to the contract proposal. Submission within the time frame does not ensure the desired effective date of the contract. The applicant shall be given a notice and explanation in writing of delays in the approval process by the department.

The applicant shall submit four copies of the contract proposal to the assigned project manager. The project manager shall forward four signed copies of the contract proposal to the bureau of purchased services within four weeks of receipt.

All complete proposed contracts shall be reviewed for compliance with state and federal requirements by the department. Before the Rehabilitative Treatment and Supportive Services Contract, Form 470-3052, can be effective, it shall be acted upon and signed, if approved, by the following persons within the time frames specified:

a. Authorized representative of the provider agency.

b. Service area manager, within one week of receipt.

c. Rescinded IAB 5/11/05, effective 5/1/05.

d. Director of the department of human services or designee, within 15 days of receipt.

Payment cannot be made for services provided prior to the contract effective date.

152.22(5) *Criteria for rejection of contract proposal.* The following criteria may cause a proposed contract or proposed contract amendment to be rejected:

a. The proposed contract does not meet applicable rules, regulations, or guidelines.

b. The applicant has falsified any information required as a condition of participation.

c. Licenses or certification submitted as a condition of participation in the contract process has never been approved, or has been revoked or suspended.

d. The provider fails to provide notification, within seven days, of any changes that may significantly affect the licenses or certification submitted as a condition of contracting.

e. The department and the provider fail to reach agreement on negotiated rates.

The provider shall be given a notice and explanation in writing of the reasons for rejection of the contract proposal by the department within ten working days of the department decision.

152.22(6) *Contract effective date.* When the agreed-upon contract conditions have been met, the effective date of a new contract, a renewed contract or an amendment to add a new service code to the contract is the day following signature of the director of the department or the director's designee, unless the provider and the department agree to a later specified date. A contract can only be effective if signed by all parties as required in subrule 152.22(4).

152.22(7) *Contract expiration date.* The effective date of the contract expiration shall be no more than two years from the effective date of the contract.

441—152.23(234) Contract administration.

152.23(1) *Contract management.* During the contract period, the assigned project manager designated in the contract shall be the contract liaison between the department and the provider. The project manager shall be contacted on all interpretations and problems relating to the contract and shall follow the issues through to their resolution. The project manager shall also monitor performance under the contract and shall provide or arrange for technical assistance to improve the provider's performance if needed. Report of On-Site Visit, Form 470-0670, shall be used to monitor performance under the contract. The project manager shall make at least one on-site visit to each provider of rehabilitative treatment or supportive services during the term of the contract. The on-site visit shall be coordinated with on-site visits scheduled to fulfill requirements for provider audit, licensing, and certification or other on-site visits required by the department. Site visits to out-of-state providers shall be made at the discretion of the service area responsible for administration of the contract.

152.23(2) *Contract amendment.*

a. The contract shall be amended only upon agreement of both parties except as provided for in paragraphs 152.23(2) "b," "c," and "d." Amendment of the Rehabilitative Treatment and Supportive Services Contract, Form 470-3053, shall be completed by the provider to amend the services being provided, unless the amendment is being processed with a contract renewal. If the amendment is being processed with a contract renewal, the amendment can be indicated on the contract face sheet as a "contract renewal and amendment" and Form 470-3053 does not need to be submitted, as the signature page of the contract renewal can serve as the approval mechanism with authorized signatures. A written explanation of the nature of the amendment shall be attached. Amendments to add a new service must meet the requirements of any licensing or certification required as indicated by issuance of a current certificate of approval. Effective January 1, 1998, the department shall only approve amendments to add a service to an existing contract for which a negotiated rate has been established.

b. Effective August 1, 1998, a contract may be unilaterally amended by the department to delete an existing service if agreement upon a negotiated rate is not reached in accordance with rule 441—185.112(234), except as provided for at 441—subrule 185.112(12). The department shall give the provider 30 days' notice of its intent to amend the rehabilitative treatment and supportive services contract between the provider and the department.

c. A contract may be unilaterally amended by the department to delete an existing service if certification or a required license for that service is revoked, denied or has been voluntarily withdrawn by the provider. The department shall give the provider ten days' notice of its intent to amend the rehabilitative treatment and supportive services contract between the provider and the department.

152.23(3) *Contract renewal.* A joint decision to pursue renewal of the contract shall be made at least 60 days prior to the expiration date. Each contract renewal requires one on-site visit by the project manager and documentation of an evaluation process through the use of Form 470-3054, Contract Renewal Evaluation Guide. The evaluation shall also include the use of other evaluation tools specified in the contract. The results of the evaluation shall be taken into consideration in the department's decision to renew the contract. Site visits to out-of-state providers shall be made at the discretion of the service area responsible for administration of the contract.

152.23(4) *Contract termination.*

a. The department may terminate the contract upon ten days' notice for cause except in the event of revocation of licensure, certification or imminent danger to clients, in which case the contract shall be terminated immediately upon notice. The provider or the department may terminate this contract without cause upon 30 days' notice. Notice of termination shall be provided by certified mail.

b. Causes for termination during the period of the contract are:

- (1) Determination by the department that insufficient funds are available to continue the services involved.
- (2) Failure of the provider to complete or submit required reports.
- (3) Failure of the provider to make financial and statistical records available for review by the department or authorized party.
- (4) Failure of either party to abide by the provisions of the contract.
- (5) Failure to reach agreement on negotiated rates within 130 days of initiating rate negotiations in accordance with rule 441—185.112(234).

c. Within 20 days of any termination made under this clause, the provider shall supply the department with financial statements detailing all costs up to the effective date of termination. The sole and complete remedy of the provider shall be payment for services completed prior to the effective date of termination.

441—152.24(234) Client eligibility and referral.

152.24(1) *Determination of eligibility.* For the department to make payment for rehabilitative treatment services, clients shall be determined eligible by the review organization. Eligibility for non-rehabilitative treatment services shall be determined pursuant to 441—subrule 185.2(4). Eligibility for supportive services shall be determined by the referral worker pursuant to the rules established for the service. The department shall not make payment for rehabilitative treatment or supportive services provided prior to the client's eligibility determination.

152.24(2) *Court order.* If a child and family have been referred to the review organization and the review organization has not authorized rehabilitative treatment services, but the services have been ordered by the juvenile court, the referral worker shall refer the case back to the review organization for reconsideration of eligibility in light of the juvenile court's determination. If the review organization continues not to authorize the services ordered by the juvenile court, the department shall make payment subject to availability of authorized funds.

441—152.25(234) Amount, scope, and duration of services. Any change in the scope, or increase in the amount or duration of rehabilitative treatment services, shall be authorized by the review organization.

441—152.26(234) Client fees. The provider shall agree not to require any fee from departmental clients unless a fee is required by the department and is consistent with federal regulation and state policy.

These rules are intended to implement Iowa Code section 234.6.

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