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Memorandum of Agreement between the Iowa Department of Education to the Iowa Department of Human Services regarding Data Submissions Required by Iowa Code § 283A.2

1 IDENTITY OF PARTIES

This Memorandum of Agreement is hereby entered into by and between the following agencies of the State of Iowa:

Iowa Department of Human Services ("IDHS")	Iowa Department of Education ("IDE")
Notice Address: Anita Smith, Bureau Chief IDHS, Division of Financial, Health and Work Supports 1305 E. Walnut, 5th Floor Des Moines, IA 50319-0114	**Notice Address:** Julia Thorius, Chief Bureau of Nutrition Programs and School Transportation Grimes State Office Building Des Moines, IA 50319-0146

Based on the data exchange required by this Agreement, IDE is not a business associate of IDHS under the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

2 DEFINITIONS

hawk-i – means Healthy And Well Kids in Iowa, the Iowa program to provide health care coverage for uninsured children of eligible families as authorized by Title XXI of the federal Social Security Act.

Local Determining Agency – means the school food authority, school (including a private or charter school) or childcare institution that makes the USDA free and reduced price meal eligibility determination.

Medicaid – means the health care coverage provided to eligible children and adults as authorized by Title XIX of the federal Social Security Act.

Third Party Administrator – means the entity contracted by IDHS to perform administrative functions of the ***hawk-i*** program including, but not limited to, determining eligibility, enrolling eligible children in health and dental plans, paying the per member capitation rate to the plans, and billing and collecting premium contributions from ***hawk-i*** enrollees.

3 PURPOSE OF AGREEMENT.

The parties have entered into this Agreement for the purpose of complying with the statutory obligations of Iowa Code § 283A.2 (2009), by allowing the participating Local Determining Agencies to provide the name, address, phone number of potential ***hawk-i*** and Medicaid applicants who have requested information regarding the programs to the IDHS's Third Party Administrator through the United States Department of Agriculture (USDA) free and reduced price meal program(s).

The IDE, acting on behalf of and with the consent of the participating Local Determining Agencies and the IDHS (in contract with its Third Party Administrator) acknowledge and agree that children's USDA free and reduce price meal eligibility information obtained under provisions of the National School Lunch Act (42 USC 1751 et. seq.) or child Nutrition Act of 1966 (42 USC 1771 et. seq.) and the regulations implementing those acts is confidential

information. Any information disclosed by the Local Determining Agency to IDHS for use by the ***hawk-i*** and Medicaid programs about children eligible for USDA free and reduced price meals will be used only for purposes specified in this Agreement and the Local Determining Agency and IDHS recognize that there are penalties for unauthorized disclosures of this eligibility information.

4 **DURATION OF AGREEMENT.** This Agreement is effective as of the date last signed below and shall remain in effect until June 30, 2015, unless terminated earlier pursuant to the terms of this Agreement.

5 **SCOPE OF SERVICES**

5.1 The IDE's duties shall include, but not be limited to, the following:

5.1.1 Placing ***hawk-i*** and Medicaid information on the back of the USDA free and reduced price meal application that includes statement including, but not limited to:

a. That the applicant's child(ren) may be eligible for health care coverage if the child(ren) does not have health care coverage.
b. Information that will be shared with ***hawk-i*** Program's Third Party Administrator shall include the head of household first and last name, address and phone number. All information shared shall be considered confidential.
c. Any information shared shall not affect the child(ren)'s eligibility for USDA free and reduced price meals.
d. Applicants who choose not to receive information on the ***hawk-i*** and Medicaid programs must sign the ***hawk-i*** /Medicaid Information Form.

5.1.2 Providing direction to the Local Determining Agency as follows:

a. The requirement for dissemination of the application form to all households at the beginning of the school or program year. How the dissemination occurs (e.g., mailings, at registration, etc.) shall be determined by the Local Determining Agency.
b. Guidance for submitting the ***hawk-i***/Medicaid Information Form. This collecting shall be the responsibility of the Local Determining Agency.
c. Guidance for submitting the names and addresses of families wanting ***hawk-i*** and Medicaid information as indicated on the ***hawk-i***/Medicaid Information Form to IDHS's Third Party Administrator. (These are those families who did not sign the ***hawk-i***/Medicaid Information Form.) Information shall be submitted through IDHS's designated website, www. hawk-i.org/freelunch.

5.2 IDHS shall provide the following services. IDHS's duties shall include, but not be limited to, the following:

a. Ensuring that only persons who are directly connected with the administration of the ***hawk-i*** and Medicaid programs and whose job responsibilities require use of the eligibility information to identify children potentially eligible for ***hawk-i*** and Medicaid will have access to children's eligibility information.
b. Use the children's USDA free and reduced price meal eligibility information for the specific purpose to communicate with parents or guardians about their child's potential eligibility for the ***hawk-i*** and Medicaid programs and how to apply.

c. Inform all individuals that have access to children's USDA free and reduced price meal eligibility information that the information is confidential, that children's eligibility information must only be used for purposes specified above, and the penalties for unauthorized disclosures.
d. Protect the confidentiality of children's USDA free and reduced price meal eligibility information by ensuring that such information will be used solely to identify children who are potentially eligible for the ***hawk-i*** and Medicaid programs.
e. Provide information to CACFPs, Residential Programs and Provision 2/3 schools.

5.3 **Monitoring.** In compliance with the State of Iowa Accountable Government Act, the parties will monitor the performance of the other party quarterly to ensure both parties are meeting the deliverables of the Agreement and achieving the specified results. Both parties will be required throughout the duration of the Agreement to satisfactorily provide the services described in the Scope of Work Section in order to meet the desired outcomes.

5.4 **Review.** The parties agree to meet as requested and provide information for review of each party's compliance with the terms of the Agreement and level of performance. The parties agree that 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 Agreement compliance, assess management controls, assess the Agreement services and activities, and provide technical assistance. At a minimum, IDE and IDHS will evaluate achievements of the Agreement performance targets and results.

6 TERMINATION UPON NOTICE. Either party may terminate this Agreement, without penalty or incurring of further obligation, upon thirty (30) days' written notice. IDE shall be entitled to compensation for services or goods provided prior to and including the termination date.

7 AGREEMENT ADMINISTRATION

7.1 Notice. Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be addressed to each party to the individual set forth in Section 1 of this Agreement (as may be amended from time to time by the parties) with notice provided pursuant to this Section 7.1.

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

7.3 Confidentiality. Information of IDHS that identifies clients and services is confidential in nature. IDE and its employees, agents and subcontractors shall be allowed access to such information only as needed for performance of their duties related to the Agreement. IDE shall not use confidential information for any purpose other than carrying out IDE's obligations under this Agreement. IDE shall establish and enforce policies and procedures for safeguarding the confidentiality of such data. IDE may be held civilly or criminally liable for improper disclosure. IDE shall

promptly notify IDHS of any request for disclosure of confidential information received by IDE.

7.4 **Penalties.** The parties acknowledge that children's USDA free and reduced meal eligibility information may be used only as stated above; that unauthorized use of USDA free and reduced price meal information or further disclosure to other persons or programs is prohibited and a violation of federal law which may result in civil and criminal penalties. Any person who publishes, divulges, discloses, or makes known in any manner, or to any extent not authorized by Federal law (Section 9 (b)(2)(C) of the National School Lunch Act; 42 USC 158 (b)(2)(C) and implementing regulations, any information about a child's eligibility for USDA free and reduced price meals shall be fined not more than $1,000 or imprisonment of not more than 1 year or both.

7.5 **Authority.** Section 9 (b)(2)(C)(iii) of the National School Lunch Act (42 USC 1758 (b)(2)(C)(iii)) authorizes the limited disclosure of children's USDA free and reduced price meal eligibility information to specific programs or individuals, without prior parent/guardian consent. Although the prior consent of the parent/guardian is not needed to release the information, before releasing such information; the parent/guardian must be provided the opportunity to decline to share eligibility information for identifying children eligible for benefits under or enrolling children in the ***hawk-i*** and Medicaid programs. Additionally, the statute specifies that for any disclosures not authorized by the statute, the consent of the children's parents/guardians must be obtained prior to the disclosure.

IDHS certifies that is currently authorized to administer the ***hawk-i*** and Medicaid programs in Iowa. The Medicaid Program is administered by IDHS directly. The ***hawk-i*** Program is administered through a contract with a Third Party Administrator.

8 **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 Agreement and have caused their duly authorized representatives to execute this Agreement.

Iowa Department of Education, by:	Iowa Department of Human Services, by:
Signature: Judy A Jeffrey	Signature: Ann Wiebers
Printed Name:	Printed Name: Ann Wiebers
Title: Director	Title: Administrator, Division of Financial, Health and Work Supports
Date: 7/27/09	Date: 7/28/09

Local Determining Agency

Name of Local Determining Agency _____

Address: _____

Signature: _____

Printed/Typed Name of Contact: _____

Title: _____

Date: _____

Phone: _____