

Iowa Department of Human Services

AGREEMENT FOR NURSING FACILITIES AND SKILLED NURSING FACILITIES

This agreement is between:

()

here referred to as “the facility,” and the Iowa Department of Human Services, here referred to as “the Department.”

This agreement covers facility services provided to eligible residents in Medicaid-certified beds and is effective .

As a provider in the Iowa Medicaid Program, the facility agrees and assures that:

1. The facility will maintain admission, discharge, fiscal and other records necessary to document services the facility furnished to recipients for at least five years.
2. The facility will afford the Department and the United States Department of Health and Human Services, through their authorized representatives, the right to review facility records and substantiate claims submitted for payment under the program. The Department will hold information in facility records confidential.
3. The allowable charges determined in accordance with the policy of the Department will be the full and complete payment for the services provided. Except for the amount of client participation, the facility will make no additional charges to residents or family members or any other person for any supplies or services required for the care of the resident.

If any additional payment is received or will be received from any other sources, the facility will deduct that amount from the amount paid by the Department. Any overpayment made by the Department shall be promptly returned to the Department. No Medicaid resident or responsible party shall be charged for items not specifically requested by the resident or responsible party.

4. Payment and satisfaction of claims will be from federal and state funds. Any false claims, statements, and documents or concealment of a material fact may be prosecuted under applicable federal and state laws.
5. The facility will notify the Department 60 days before a planned change of ownership.

6. This agreement may be terminated under the following conditions:
 - a. By the facility by giving 30 days notice to the Department of intent to terminate participation, or
 - b. By the Department by giving 30 days notice to the facility:
 - After it has been determined that the facility is not in substantial compliance with the provisions of this agreement, or
 - When the facility’s state license or certification has been terminated or suspended by the regulatory authority, or
 - For any other reason as provided by 441 Iowa Administrative Code 79.2(249A), “Sanctions Against Provider of Care.”
7. The facility will not deny service on the basis of race, color, creed, national origin, sex, age, religion, political belief, or physical or mental disability.
8. The facility will comply with the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and the Americans with Disabilities Act of 1990.
9. The facility will provide residents with advance directive material as required by law.
10. The facility will abide by all policy and procedures as explained in the Iowa Administrative Code, the Medicaid Provider Manual for Nursing Facilities or Medicaid Skilled Nursing Facility Manual, and supplemental policy material distributed by the Department.

Authorized Signature of Provider	Authorized Signature of Department
Title	Chief, Bureau of Long Term Care
Date	Date

Instructions:

Please complete and sign both copies and return one copy to: Robert Schlueter, Iowa Medicaid Enterprise, Provider Services Unit, PO Box 36450, Des Moines, Iowa 50315.

We are also enclosing two copies of form 470-0377, *Nondiscrimination Compliance Review for Title VI and Section 504 Regulations*. Please complete both copies and retain one copy for your files. Return the other copy WITH NO DOCUMENTATION ATTACHED. If you have any questions concerning this matter, call 515-725-1396.