

Medicaid Provider Agreement

1. Parties to the Agreement

This Agreement is between the State of Iowa, Department of Health and Human Services (the “Department”) and the Provider, which may be an individual, group, or organization enrolled to deliver services to Iowa Medicaid members.

The Department is the Single State Agency responsible for administering the Iowa Medicaid Program under 42 U.S.C. § 1396a(a)(5) and 42 C.F.R. § 431.10. The Provider agrees to deliver services to eligible Medicaid members in accordance with this Agreement and all applicable federal and state laws, including Iowa Code Chapter 249A and Iowa Administrative Code 441.

2. Enrollment and Agreement Term

2.1 Application Requirements

Providers must complete the published Iowa Medicaid Enrollment Application and submit all required documentation. If any information becomes inaccurate or incomplete, the Provider must notify the Department immediately, as outlined in the Iowa Medicaid Provider Manual. (See 441 IAC § 79.14(5), 79.14(6), 79.14(7), 79.14(8), 79.14(9), 79.14(10))

2.2 Licensure Requirements

The Provider must maintain all required state and federal licenses, certifications, or registrations for their specialty. Updates to licensure status must be reported within 30 days of any change or renewal notice (42 C.F.R. § 455.412).

2.3 Supersedes Former Agreements

This Agreement replaces any previous agreements between the Provider and the Department related to Medicaid services, effective as of the Provider’s enrollment date.

2.4 Incorporation of Documents

The signed Provider Enrollment Application is incorporated into this Agreement by reference. Providers must notify the Department of any changes to the application within 30 days by contacting the Provider Services Unit, P.O. Box 36450, Des Moines, IA 50315.

2.5 Amendments

The Department may amend this Agreement by posting updates on its website. If the Provider does not accept the changes, they must notify the Department within 30 days. Non-acceptance will be treated as a termination of the Agreement.

2.6 Term

This Agreement is valid for five (5) years from the effective enrollment date, unless terminated earlier under Section 12 or applicable administrative rules. All obligations in effect at the time of termination will continue until fulfilled.

3. Relationship of the Parties

3.1 Independent Contractor

The Provider is an independent contractor and not an employee or agent of the State of Iowa or the Department. The Provider is solely responsible for taxes, insurance, and compliance with employment laws.

3.2 No Joint Venture

This Agreement does not create a partnership, joint venture, or agency relationship.

3.3 No Third-Party Beneficiaries

This Agreement is intended only for the benefit of the Department and the Provider.

3.4 Assignment or Change of Control

The Provider may not assign or transfer this Agreement without prior written approval. A change in controlling interest is considered an assignment.

4. Compliance Requirements

The Provider agrees to comply with all applicable federal, state, and local laws, including:

- Title XIX of the Social Security Act (42 U.S.C. § 1396 et seq.)
- Iowa Code Chapter 249A and Iowa Administrative Code 441
- Anti-kickback statute (42 U.S.C. § 1320a-7b) and Stark Law (42 U.S.C. § 1395nn)
- Title VI of the Civil Rights Act (42 U.S.C. § 2000d)
- Section 504 of the Rehabilitation Act (29 U.S.C. § 794)
- Americans with Disabilities Act (42 U.S.C. § 12101)
- HIPAA (45 C.F.R. Parts 160 and 164)
- False Claims Act and 42 U.S.C. § 1396a(a)(68)
- Advance directive requirements (42 C.F.R. §§ 489.100–489.104)
- Drug-Free Workplace Act of 1988
- Lobbying restrictions (31 U.S.C. § 1352; 45 C.F.R. Part 93)
- OMB Standard Form 424B (as applicable)

The Provider must screen employees and contractors against the HHS-OIG and State Exclusion List before hiring and monthly thereafter. Any exclusions must be reported to the Department. Subcontractors must also comply with these requirements.

5. Federally Required Disclosures

5.1 Affiliations

The Provider must disclose affiliations with individuals or entities having unpaid debt, payment suspensions, exclusions, or revoked billing privileges (42 U.S.C. § 1395cc(j)); 441 IAC § 79.14(3)).

5.2 Ownership and Control

The Provider must comply with 42 C.F.R. § 455.104 and report ownership and control information within 35 days of application, request, or awareness of change. 42 C.F.R. § 455.104; 441 IAC § 79.14(3))

5.3 Business Transactions

In accordance with 42 C.F.R. §§ 455.105 and 420.205, the Provider must disclose significant business transactions within 35 days of request. 42 C.F.R. §§ 455.105, 420.205; 441 IAC § 79.14(3))

5.4 Criminal Convictions

The Provider must disclose criminal convictions of owners, agents, or managing employees. (42 C.F.R. § 455.106).

6. Reimbursement

6.1 General Requirements

The Department will reimburse the Provider for medically necessary services in accordance with law and policy. The Provider must accept this payment as payment in full. 441 IAC § 79.6(2) 441 IAC § 79.14(10)

6.2 Third-Party Liability

The Provider must seek payment from other sources before billing Medicaid (42 C.F.R. § 433). Overpayments must be repaid immediately.

6.3 Overpayments

The Provider must report and return overpayments within 60 days or by the cost report due date (42 C.F.R. § 433 Subpart F).

6.4 Payment Adjustments and Withholds

The Department may offset or withhold payments to recover debts or fraud (42 C.F.R. § 455.23). Providers may appeal under 441 IAC Chapter 7. 441 IAC § 79.14(3)

7. Notice Requirements

7.1 General Notice

Notices are effective when delivered in person, emailed or mailed to the address on file.

7.2 Provider Notification Obligations

The Provider must notify the Department within 35 days of changes including licensure status, address, ownership, or criminal charges. Add language to include offenses the preclude or any employees from receiving state and federal funded dollars.

8. Records Maintenance

The Provider must maintain financial and service records for at least six years from the date when a claim for the service was submitted to the medical assistance program for payment. Records must be available for audit by state and federal authorities. Medical, financial, and administrative records must be accessible for quality and fraud reviews. Copies must be provided free of charge and in accordance with 441 IAC § 79.3.

Provider must have a designated custodian. Custodian Role: A custodian is responsible for the custody, care, and control of records, ensuring access, security, and proper retention/destruction, even when a practice closes.

9. Governing Law

If the Provider is a federal or tribal entity, federal law applies. Otherwise, Iowa law governs this Agreement. Legal proceedings must be brought in Polk County District Court or the U.S. District Court for the Southern District of Iowa. This does not waive sovereign immunity.

10. Hold Harmless

The Provider agrees to indemnify and hold harmless the Department from any claims, damages, or legal actions arising from the Provider's performance under this Agreement.

11. Severability

If any part of this Agreement is found invalid, the remaining provisions remain in effect.

12. Termination

12.1 Provider-Initiated Termination

The Provider may terminate this Agreement at any time. The Department will pay for services rendered up to the termination date. Should include notice period.

12.2 Department-Initiated Termination

The Department may terminate this Agreement with 30 days' notice for inactivity. Providers inactive for 48 months will be terminated without further notice. Immediate termination may occur if licensure or Medicare certification is suspended or revoked. Termination may also occur under 441 IAC Chapter 79.

§ 424.550 Prohibits the sale or transfer of billing privileges. If not already in the agreement, Iowa Medicaid should adopt this provision as it is likely that Medicare providers will also serve Medicaid, vice versa. Regarding the TIN, the IRS prohibits transfer of EINs, with few exceptions for certain corporate structure, therefore new owners should notify the IRS and apply for a new number.

Provider:
Provider Business Entity Name:
Federal Tax ID or Social Security #:
Authorized Official's Name:
Title:
Authorized Official Signature:
Date