Iowa Department of Human Services

Iowa Medicaid Provider Agreement General Terms

This Agreement is between the State of Iowa, Department of Human Services (the "Department"), and the Provider or Group Provider and its members or Practitioner(s) (the "Provider"). The operations management responsibility for the Iowa Medicaid Program is through the Iowa Medicaid Enterprise (the "IME").

Section 1. Provider Agrees to:

1.1 Adhere to professional standards and levels of service as set forth in all applicable local, State and Federal laws, statutes, rules and regulations as well as administrative policies and procedures set forth by the Department relating to the Provider's performance under this Agreement.

1.2 Abide, to the extent required, by the provisions of:

1.2.1 Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000e), which prohibits discrimination against any employee or applicant for employment or an applicant or member of services, on the basis of race, religion, color, national origin, age or sex.

1.2.2 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794) as well as the terms, conditions and requirements of Americans with Disabilities Act of 1990 (P.L. 101-336), 42 U.S.C. 12101, and associated regulations found at 28 C.F.R. §§ 36.101 through 36.999, which prohibit discrimination against disabled persons.

1.2.3 The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and associated regulations found at 45 C.F.R. parts 160 and 164, and all laws protecting the confidentiality of patient information.

1.3 Comply with applicable Federal, State and local laws, regulations, administrative rules, and executive orders when performing services under the Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment, and business permits and licenses that may be required to perform services under the Agreement.

1.4 Comply with all applicable Federal and State laws, administrative rules and written policies of the Iowa Medicaid program, including but not limited to Title XIX of the Social Security Act (as amended), the Code of Federal Regulations, the Federal anti-kickback statute and the Stark law, the provisions of the Code of Iowa and administrative rules of the Iowa Department of Human Services and written Department policies, including but not limited to, policies contained in the Iowa Medicaid Provider Manual, and the terms of this Agreement. This section neither creates nor negates due process rights of either party.

1.5 Comply with the applicable advance directive requirements for hospitals, nursing facilities, providers of home health care and personal care services, hospices and HMOs specified in 42 C.F.R. §§ 489.100 through 489.104 and 42 C.F.R. § 417.436. For hospital, facility and home health agency providers, the Provider shall provide all members with written information regarding their rights to make health care decisions, including the right to accept or refuse treatment and the right to execute advance directives (durable power-of-attorney for health care decisions and declarations).

1.6 Check the program exclusion status of individuals and entities prior to entering into employment or contractual relationships. Provider agrees to check the HHS-OIG website (http://exclusions.oig.hhs.gov/ or https://oig.hhs.gov/exclusions/index.asp) by the name of any individual or entity for their exclusion status before the Provider hires or enters into any contractual relationship with the person or entity. In addition, Provider agrees to check the HHS-OIG website monthly to capture exclusions and reinstatements that have occurred since the last search. Provider must report to the IME any exclusion information discovered through such searches.

The Department is generally prohibited from paying for any items or services furnished, ordered, or prescribed by excluded individuals or entities. This payment ban applies to any items or services reimbursable under the Medicaid program that are furnished by an excluded individual or entity, and extends to (1) all methods of reimbursement, whether payment results from itemized claims, cost reports, fee schedules, or a prospective payment system, (2) payment for administrative or management services not directly related to patient care, but that are a necessary component of providing items and services to Medicaid members, when those payments are reported on a cost report or are otherwise payable by the Medicaid program; and (3) payment to cover an excluded individual's salary, expenses or fringe benefits, regardless of whether they provide direct patient care, when those payments are reported on a cost report or are otherwise payable by the Medicaid program. In addition, no Medicaid payments can be made for any items or services directed or prescribed by an excluded physician or other authorized person when the individual or entity furnishing the services either knew or should have known of the exclusion. This prohibition applies even when the Medicaid payment itself is made to another provider, practitioner or supplier that is not excluded. *See* 42 C.F.R. § 1001.1901(b).

1.7 In accordance with 42 C.F.R. § 455.104, Provider shall report ownership and control information as follows:

1.7.1 *What disclosures must be provided*. Provider shall report the following:

1.7.1.1 The name and address of any person (individual or corporation) with an ownership or control interest in the Provider. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.

1.7.1.2 The date of birth and Social Security Number (in the case of an individual).

1.7.1.3 Other tax identification number (in the case of a corporation) with an ownership or control interest in the Provider or in any subcontractor in which the Provider has a 5 percent or more interest.

1.7.1.4 Whether the person (individual or corporation) with an ownership or control interest in the Provider is related to another person with ownership or control interest in the Provider as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the disclosing entity has a 5 percent or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling.

1.7.1.5 The name of any other disclosing entity (or fiscal agent or managed care entity) in which the owner of the disclosing entity (or fiscal agent or managed care entity) has an ownership or control interest.

1.7.1.6 The name, address, date of birth, the Social Security Number of any managing employee of the disclosing entity (or fiscal agent or managed care entity).

1.7.2 *When the disclosures must be provided*. Disclosures from Provider are due:

1.7.2.1 Upon Provider submitting the proposal in accordance with the State's procurement process.

1.7.2.2 Upon Provider executing a Provider Agreement with the State.

1.7.2.3 Upon renewal or extension of the Provider Agreement.

1.7.2.4 Within 35 days after any change in ownership of Provider.

1.7.3 *To Whom Must the Disclosures Be Provided*. All disclosures must be provided to the Department.

1.7.4 *Consequences for Failure to Provide Required Disclosures*. Federal financial participation (FFP) is not available in payments made to a provider that fails to disclose ownership or control information as required by law.

1.8 Provider will furnish to the Department or to the Secretary of HHS on request, information related to business transactions in accordance with 42 C.F.R. § 455.105. Specifically, Provider will:

1.8.1 Submit, within 35 days of the date on a request by the Secretary or the Department, full and complete information about:

1.8.1.1 the ownership of any subcontractor with whom the Provider has had business transaction totaling more than $25,000 during the 12-month period ending on the date of the request; and

1.8.1.2 Any significant business transactions between the Provider and any wholly owned supplier, or between the Provider and any subcontractor, during the 5-year period ending on the date of the request.

1.8.2 FFP is not available in expenditures for services furnished by providers who fail to comply with a request made by the Secretary or the Medicaid agency under paragraph 1.8 of this section or under 42 C.F.R. §420.205.

1.9 In accordance with 42 C.F.R. § 455.106, Provider shall disclose information on persons convicted of crimes as follows:

1.9.1 *Information that must be disclosed*. Upon signing this Agreement and prior to renewal of the Agreement, or at any time upon written request by the Department, Provider must disclose to the Department the identity of any person who:

1.9.1.1 Has ownership or control interest in the Provider, or is an agent or managing employee of the Provider; and

1.9.1.2 Has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the title XX program since the inception of those programs.

1.9.2 Notification to Inspector General.

1.9.2.1 The Department must notify the Inspector General of the HHS of any disclosures made under subsection 1.9.1 of this Agreement within 20 working days from the date it receives the information.

1.9.2.2 The Department will also promptly notify the Inspector General of HHS of any action it takes on the Provider's application for participation in the program.

1.9.3 *Denial or Termination of Provider Agreement/Provider Status*.

1.9.3.1 The Department may refuse to enter into or renew an Agreement with a Provider if the Provider or any person who has an ownership or control interest in the Provider, or who is an agent or managing employee of the Provider, has been convicted of a criminal offense related to that person's involvement in any program established under Medicare, Medicaid or the title XX program.

1.9.3.2 The Department may refuse to enter into or may terminate the Agreement if it determines that the Provider did not fully and accurately make any disclosure required under subsection 1.9.1 of this Agreement.

1.10 Comply, to the extent required, with 42 U.S.C. § 1396a(a)(68), and the requirements of the False Claims Act by:

1.10.1 Establishing written policies for all employees that include detailed information about the False Claims Act and the other provisions set forth in 42 U.S.C. § 1396a(a)(68). The policies must include detailed information about the Provider's policies and procedures for detecting and preventing waste, fraud, and abuse.

1.10.2 Including in any employee handbook a specific discussion of the laws described in the written policies, the rights of employees to be protected as whistleblowers, and a specific discussion of the Provider's policies and procedures for detecting and preventing fraud, waste, and abuse.

1.11 Comply with those Federal requirements and assurances for recipients of Federal grants provided in OMB Standard Form 424B (4-88) applicable to the Provider. The Provider is responsible for determining which requirements and assurances are applicable to the Provider. The Provider shall provide for the compliance of any subcontractors with applicable Federal requirements and assurances.

1.12 Be aware of and acknowledge that payment of claims will be from Federal and State funds and that any falsification or concealment of a material fact may be prosecuted under Federal and State law.

1.13 Comply with 42 U.S.C. § 1395cc(j) by disclosing any current or previous affiliation (directly or indirectly) with a provider of medical or other items or services or supplier that has uncollected debt, has been or is subject to a payment suspension under a Federal health care program, has been excluded from participation under Medicare, Medicaid or title XXI programs or has had its billing privileges denied or revoked.

1.14 Meet, on a continuing basis, the State and Federal licensure, certification or other regulatory requirements for Provider's specialty, including all provisions of the State of Iowa Medical Assistance law, or any rule or regulation promulgated pursuant thereto.

1.15 Refrain from conduct prohibited by 31 U.S.C. § 1352 and 45 C.F.R. § 93.100 et seq., which restrict the payments of federally appropriated funds to any person for influencing or attempting to influence an officer or employee of any agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

1.16 For Provider Groups: To warrant that the group has authority to bind all member providers to this Provider Agreement; to provide the Department with names of practitioners in the group with proof of current licensure for each practitioner; to provide name(s) of individual(s) with authority to sign billings on behalf of the group; and to provide each member Provider with a copy of this Agreement.

Section 2. Reimbursement

2.1 The Provider acknowledges that this Agreement is based on the Provider's performance of the services contemplated hereunder. Department agrees to pay for medically necessary goods and/or services actually and properly provided to the Department-enrolled Medicaid member. All such goods and/or services must have been rendered by Provider in accordance with Federal and State law and the State policies and procedures set forth in the Iowa Medicaid Provider Manual. Financial obligations of the State of Iowa are contingent upon funds for that purpose being appropriated.

2.2 The Provider agrees to pursue the member's other health coverage prior to submitting a claim for goods and/or services to the IME. This includes but is not limited to Medicare, private insurance, medical benefits provided by employers and unions, worker compensation, and any other third party insurance.

2.3 The Provider receiving payment shall accept payment from the Department (and any applicable co-pay) as payment in full on behalf of the member, and agrees not to bill, retain or accept payments for any additional amounts except as provided for in paragraph 2.2 above;

2.4 The Provider shall immediately repay the Department in full for any claims where the Provider received payment from another party after being paid by the Department. In the event that the Provider owes the State any sum under the terms of this Agreement, any other Agreement, pursuant to any other debt subject to the law of set off, the State may set off the sum owed to the State against any sum owed by the State to the Provider in the State's sole discretion, unless

otherwise required by law. The Provider agrees that this provision constitutes proper and timely notice under the law of set off.

2.5 The Provider shall report and return any overpayment by the later of a) 60 days after the date on which the overpayment is identified or b) the date any corresponding cost report is due, if applicable.

2.6 The Department may make any necessary adjustment to payments to the Provider in order to satisfy any past-due obligations of a provider that has the same taxpayer identification number, regardless of whether the Provider is assigned a different billing number or national provider identification number.

2.7 The Department may withhold payments, in whole or in part, upon receipt of reliable evidence of fraud or willful misrepresentation as specified in 42 C.F.R. § 455.23. Department shall fully document the reliable evidence it evaluated in making a decision to withhold payment. If the Department has evidence of fraud or willful misrepresentation on the part of the Provider, the Department may notify the Provider of the temporary suspension of this Agreement. If Provider has been notified of the temporary suspension of this Agreement, Provider may not bill for services rendered to eligible members during the period of the suspension.

Section 3. Notices

With the exception of amendments made pursuant to § 5.10 of this Agreement, all written notices or communication shall be deemed to have been given when delivered in person; or, if sent to address on file by first-class United States mail, proper postage prepaid. Provider shall notify the Department and/or IME within thirty-five (35) days of any change that must be reported pursuant to a notice or disclosure requirement contained in this Agreement, including but not limited to (1) suspension, revocation or limitations placed on the Provider's license or certifications, (2) indictment, arrest or conviction for a criminal offense related to the provision of goods and/or services under a federally-funded health care program, (3) change in ownership or control, and (4) change in address or addition to or removal of practitioners or any other information pertinent to the receipt of Department funds.

Section 4. Records

4.1 The Provider shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the Department throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit. Records to be maintained include both financial records and service records. The Provider 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 Provider relating to orders, invoices or payments or any other documentation or materials pertaining to this Agreement, wherever such records may be located. The Provider shall not impose a charge for audit or examination of the Provider's books and records.

4.2 Provider shall maintain adequate medical, financial, and administrative records as stated in the Iowa Medicaid Provider Manual relating to all goods and/or services rendered by Provider under this Agreement. In order to perform its utilization management, quality improvement activities, audits and fraud control unit activities, the Department and/or the IME, Federal employees, and/or authorized representatives shall be given access to the business or facility and all related member information and records, including claims records, and information regarding payments claimed by the Provider for furnishing services under this Agreement. The Provider shall provide copies of such records free of charge and in a timeframe consistent with 441 Iowa Admin. Code § 79.3 or as otherwise agreed to by Provider and the Iowa Medicaid Program.

Section 5. Miscellaneous

5.1 Incorporation of Documents. Both parties mutually agree that the Department Provider Enrollment Application submitted and signed by the Provider is incorporated by reference into this Agreement and is a part hereof as though fully set forth herein. The Provider agrees to notify the Iowa Medicaid Enterprise Provider Services Unit, P.O. Box 36450, Des Moines, IA 50315 within 30 days of a change in any of the information in the Provider Enrollment Application.

5.2 Independent Contractor. Provider is an independent contractor providing goods and/or services paid for by the Department. Neither the Provider nor any of the Provider's employees, agents and any subcontractors performing under this Agreement are employees or agents of the State of Iowa or any agency, division or department of the State. Neither the Provider nor its employees shall be considered employees of the Department or the State of Iowa for federal or state tax purposes. The Department will not withhold taxes on behalf of the Provider (unless required by law). The Provider is solely responsible for and shall meet all legal requirements, including payment of all applicable taxes, workers compensation, unemployment and other premiums, deductions, withholdings, overtime and other amounts, which may be legally required with respect to the Provider, and the employment of all persons providing goods and/or services under this Agreement.

5.3 Certification Regarding Sales and Use Tax. By executing this Agreement, the Provider certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 423; or (b) not a "retailer" or a "retailer maintaining a place of business in the state" as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Provider also acknowledges that the Department may declare the Agreement void if the above certification is false. The Provider also understands that fraudulent certification may result in the Department or its representative filing for damages for breach of contract.

5.4 Assignment/Change of Control. This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Department. For the purpose of construing this clause, a transfer of a controlling interest in the Provider shall be considered an assignment.

5.5 Choice of Law and Forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event of any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the proceeding shall be brought and maintained in Polk County District Court for the State of Iowa, Des Moines, Iowa or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Department or the State of Iowa.

5.6 Drug Free Workplace. The Provider shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations.

5.7 Not a Joint Venture. Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived from the Agreement. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.

5.8 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

5.9 Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement. This Agreement is intended only to benefit the State, the Department, and the Provider.

5.10 Amendment. The Department may amend this Agreement from time to time by posting an updated version on the Provider Services website at: http://www.ime.state.ia.us/Providers/index.html and providing notice of the amended Agreement to the Provider by issuing a bulletin/informational letter. The Provider shall be deemed to have accepted the amendment, unless the Provider notifies the Department of its non-acceptance of the new provisions of the Agreement within 30 days of the notice. Such notice of non-acceptance of the amendment shall constitute notice of termination of this Agreement effective upon receipt of such notice.

5.11 Supersedes Former Agreements. Once the Department enrolls the Provider, this Agreement supersedes and replaces any existing contracts between the parties related to the provision of health care goods and/or services to members of the Iowa Medicaid Program.

5.12 This Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to administrative rules published by the Department. All obligations of the Department and the Provider incurred or existing under this Agreement as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Agreement.

5.13 The parties to this Agreement hereby expressly indicate their mutual intent to incorporate into this Agreement all applicable laws, rules, regulations, guidance, and policies as those laws, rules, regulations, guidance, and policies existed at the time of Agreement execution as well as all future amendments, changes, and additions to all applicable laws, rules, regulations, guidance, and policies. The parties to this Agreement expressly reject any proposition that future changes in applicable law, rule, regulation, guidance, and policy are inapplicable to this Agreement and the parties' performance pursuant to the Agreement.

5.14 The Provider shall immediately repay the Department in full for any claims where the Provider received payment from another party after being paid by the Department. In the event that the Provider owes the State any sum under the terms of this Agreement, any other Agreement, pursuant to any other debt subject to the law of set off, the State may set off the sum owed to the State against any sum owed by the State to the Provider in the State's sole discretion, unless otherwise required by law. Furthermore, the Provider recognizes the right of the Department to have the Department's contracted managed care organizations set off payments to be made to the Provider to satisfy such debts owed to the State. The Provider agrees that this provision constitutes proper and timely notice under the law of set off. Providers may appeal any such set offs pursuant to the Department's rules at 441 Iowa Admin. Code chapter 7.

Section 6. Termination

6.1 The Provider may terminate this Agreement at any time. Payments will be made for goods and/or services rendered up to and including the date of termination. The Provider will promptly supply all information necessary for the reimbursement of any outstanding claims.

6.2 The Department may terminate this Agreement, upon thirty (30) days written advance notice to the Provider of goods and/or services after it has determined:

6.2.1 The Provider of goods and/or services is not substantially complying with the provision of the Agreement as set forth herein; or,

6.2.2 The Provider of goods and/or services has not submitted any claims for goods and/or services rendered to members of the Iowa Medicaid program for a period of twenty-four (24) months. In such cases, the Department will notify the Provider of goods and/or services that unless the Provider notifies the Department within a period of thirty (30) calendar days from receipt of such notice, the Department will assume the Provider of goods and/or services wishes to voluntarily terminate its participation in the Iowa Medicaid

Program. Providers who do not submit any claims in 48 months will be terminated as providers without further notification.

6.3 The Department may terminate this Agreement in accordance with 441 Iowa Admin. Code chapter 79.

6.4 The Department may terminate this Agreement immediately after it has determined the Provider's State license or certification under Title XVIII of the Social Security Act (Medicare) has been terminated or suspended by a competent authority.

6.5 Absent early termination of this Agreement pursuant to the provisions of this Section, this Agreement shall remain in full force and effect for a term of five (5) years from the effective date established during the enrollment process.

Section 7. Business Associate Agreement

All Providers who are MediPASS patient managers, Wellness patient managers, Health Home Providers, and/or Accountable Care Organizations are Business Associates of the Department. ("Business Associate Provider"). The Business Associate Provider performs certain services on behalf of the Department pursuant to this Provider Agreement that require the exchange of information that is protected by the Health Insurance Portability and Accountability Act of 1996, as amended, and the federal regulations published at 45 CFR part 160 and 164. The Business Associate Provider agrees to comply with the Business Associate Agreement Addendum (BAA), and any amendments thereof, as posted to the Department's website: http://dhs.iowa.gov/hipaa. This BAA, and any amendments thereof, is incorporated into the Provider Agreement by reference.

Section 8. Qualified Service Organization

Providers who are also Business Associates acknowledge that they may be receiving, storing, processing, or otherwise dealing with confidential patient records from programs covered by 42 CFR part 2. Such Business Associate Providers acknowledge that they are fully bound by those regulations as a "Qualified Service Organization." The term "Qualified Service Organization" as used in this Agreement has the same meaning as the definition set forth in 42 CFR § 2.11. Business Associate Providers will resist in judicial proceedings any efforts to obtain access to patient records covered by 42 C.F.R. part 2 except as permitted by these regulations.

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