

## **PRV – Enrollment Processing of New Providers**

### **Purpose:**

The purpose of this procedure is to enroll providers into Medicaid. Note: Home and Community Based Services (HCBS) providers and Nursing Facility providers have different enrollment procedures.

### **Identification of Roles:**

Provider Enrollment Specialist

### **Performance Standards:**

- a. In response to provider enrollment inquiries, send 95% of the provider enrollment packets to the provider no later than one business day following the receipt of the request from the provider.
- b. 95% of the provider enrollment applications must be approved, assigned a provider number, entered in the provider file, denied, or returned to the provider for additional information within 5 business days of receipt of the application.
- c. 100% of the provider enrollment applications will be verified against the appropriate licensing entity and against the additional specialty credentials.
- d. 100% of the providers will have valid licensing criteria and the specialty credentials at the time of approval of the provider enrollment application.
- e. Identify and correct errors within one (1) business day of error detection

### **Path of Business Procedure:**

**Step 1: Receive the scanned enrollment packet from the mailroom into the PRV01 queue in OnBase. Documents include:**

- a. Provider Application form
- b. W-9 form – if applicable
- c. Medicaid Provider Agreement – if applicable
- d. Electronic Funds Transfer (EFT)-when enrolling under a TIN EFT is required
- e. Designated Contact Person form, if applicable

**Step 2: Key word application (PRV01)**

- a. Select document and click on user task “Enter Keywords”
- b. Enter provider name, National Provider Identifier (NPI), Tax Identification (ID) number and provider type. Click Submit
- c. Click on user task “complete”. The document will move to PRV 03 Applications queue

**Step 3: Go to the PRV03 Application queue-Give me work**

- a. Open PRV03 applications queue

- b. Select document
- c. Double click on user task “Give me Work” the application will move to PRV 03 “My desk”

**Step 4: Provider Enrollment Specialist will review the documents for completeness? (See Enrollment guide for detailed enrollment guideline) from “My desk” in PRV03 Enrollment**

- a. If all criteria are met, and all required documents are attached continue processing. Continue below (d).
- b. If all criteria are not met, or if documents are incomplete or missing, double click on user task “send to my desk (Needs letter)”. The document will move to My Desk needs letter. Move to step 5.
- c. If criteria are not met and all documentation is completed, move to step 7 to deny application
- d. Open the System for Award Management (SAM) website-search by name under search SAM, import results into OnBase.
- e. Open the Office of Inspector General (OIG) website search by provider or business name, import results into OnBase
- f. Check MCSIS terminated list on the PRV\_Data share drive under Enrollment guide, MCSIS. Place note on application with results of search. Go to PRV- Enrollment MCSIS Verification procedure for additional steps.
- g. Verify NPI- Open NPES website search the NPI registry, import results into OnBase. If NPI verify matches enrollment application, continue processing. If NPI verification did not match enrollment application move to step 5 to send incomplete information letter.
- h. Open Iowa Secretary of State (SOS) website. Click on search databases, business entities-enter the name of the business enrolling, import results into OnBase. If status anything other than active move to next step. If active continue processing.
- i. If name is found on OIG or SAM or has marked yes to any of the sanction questions on the application send to Unit lead queue in OnBase for approval. The enrollment unit lead or supervisor will research results and forward application to program Integrity for approval if needed.
- j. Risk Assessment Tool- go to PRV- Enrollment Risk Assessment Tool procedure. Put note on application with risk level (limited, Moderate or High Risk).
- k. Open PECOS- Verify if applicant is enrolled with Medicare. Go to PRV – Enrollment PECOS procedure.

**Step 5: Needs letter for missing information or incomplete information**

- a. Select the user task “Create Letter” and follow the prompts
- b. The application will move to missing information queue

**Step 6: Documents Returned**

- a. Documents are returned from the provider and attached to the packet in missing information.

**Step 7: Deny Application**

- a. If the provider does not meet criteria, issue an enrollment denial letter. Select the user task "Deny" and create the denial letter and place in out box to be mailed
- b. If the provider dose not return missing information the application is moved to the deny queue after 120 days

**Step 8: Enter into the Medicaid Management Information System (MMIS)**

- a. Access file 9 Provider Master File (PMF)
- b. By using the MMIS Provider Master File, check by tax identification (ID) number or Social Security number and provider name to determine if the provider is already on file. If not on file, continue processing.
- c. If NPI already enrolled sequence additional provider numbers from original legacy. Continue processing.
- d. Use option "A" in the Provider Master File to "Add a Provider"
- e. Enter the provider's information in the blank fields using the information from the provider application (See Enrollment guide on the PRV-Data Share drive)

**Step 9: Complete document in OnBase**

- a. On the document in OnBase double click on the user task "Complete"
- b. Answer pop-up questions
- c. If yes new Tax ID selected, OnBase will auto generate a letter to the enrolling provider regarding OCD requirements on IMPA. Print and mail letter.
- d. Document will move to complete queue

### **Forms/Reports:**

Provider Enrollment Forms  
Quality Assurance Report  
MMIS Screen Prints

### **RFP References:**

6.4.1.1.3

### **Interfaces:**

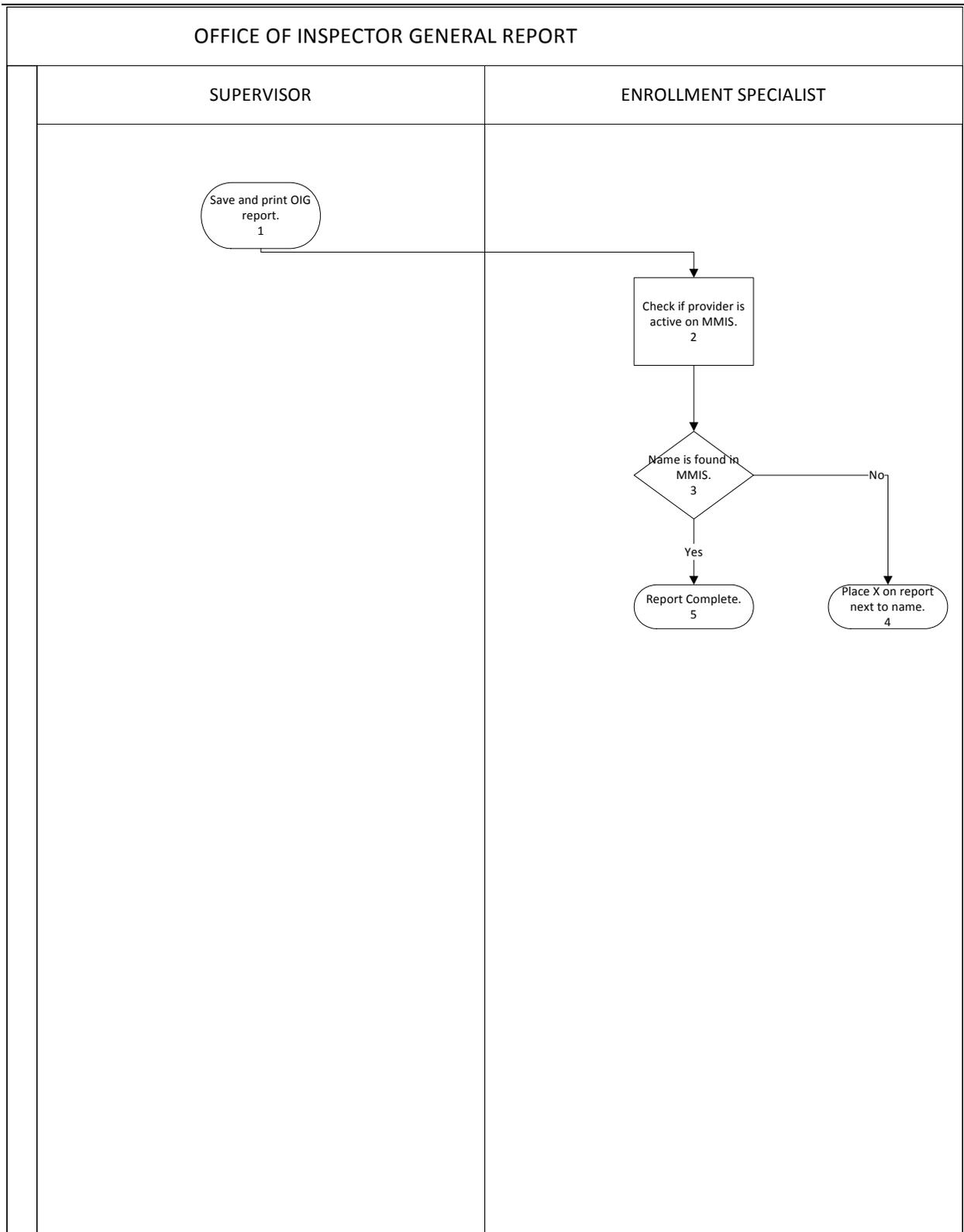
OnBase

Core - As new providers are enrolled into the Iowa Medicaid Program, the MMIS generated Provider Welcome Letters will be mailed by the core. The core will also mail provider manual and claim forms with the Welcome Letter when the new provider is an HCBS Waiver Provider.  
Department of Human Services (DHS Policy Staff

Providers

MMIS - The Provider Enrollment staff adds new Medicaid providers to the Provider Master File (PMF) and the MMIS automatically generates a provider number and Welcome Letter to these providers. Providers with demographic changes are maintained in the PMF. Providers who submit claims electronically must sign a Trading Partner Agreement (TPA) and that information is then entered into their PMF in order for their claims to be submitted electronically

### **Attachment**



**Attachment 2**

**Enrollment forms**

<http://dhs.iowa.gov/ime/providers/enrollment>

**Attachment 3**

**IME Operational Procedures MMIS Welcome Letter pg 1**

DATE

PROVIDER NAME  
PROVIDER ADDRESS 1  
PROVIDER ADDRESS 2  
PROVIDER CITY, STATE ZIP CODE

Dear Provider Name **{MMIS PROVIDER NAME}**:

Welcome to the Iowa Medicaid Enterprise!

We are pleased that you have chosen to join those providers who serve the health care needs of the Iowans who receive Medicaid benefits. It is your commitment to provide high quality services to Medicaid members that makes the Iowa Medicaid Enterprise Program a success.

The Iowa Medicaid Enterprise Provider Services staff is available to answer any question that you might have about the Iowa Medicaid Program. The Iowa Medicaid provider manuals for your provider type can be found at the Iowa Department of Human Services website:

[www.dhs.state.ia.us/policyanalysis/PolicyManualPages/MedProvider.htm](http://www.dhs.state.ia.us/policyanalysis/PolicyManualPages/MedProvider.htm)

For those providers who do not have Internet access, a paper copy of the provider manual can be ordered by contacting Provider Services at 1-800-338-7909 or locally at 515-725-1004. .

Enclosed is a sheet that indicates your Medicaid provider number. Please remember to use your provider number when billing Medicaid. The enclosure also provides the names and telephone numbers to use if you encounter problems or have questions.

The success of the Iowa Medicaid program is dependent primarily on health care providers like you to furnish services directly to Medicaid members. Thank you for your participation in the Iowa Medicaid Program.

Sincerely,

Iowa Medicaid Enterprise  
Provider Enrollment Unit

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NOTE: BOLDDED TEXT IS NOT PRINTED, BUT IS TO EXPLAIN FROM WHERE THE DATA IS PULLED.

**Attachment 4**

**IME Operational Procedures MMIS Welcome Letter pg 2**

DATE

Provider Name  
Provider Address 1  
Provider Address 2  
City, State Zip Code

This provider is associated with NPI: XXXXXXXXXXXX  
This Provider number is associated with Federal ID: XXXXXXXXXXXX  
This Provider number is linked to organizational NPI: XXXXXXXXXXXX  
This provider is linked to organizational Taxonomy code: XXXXXXXXXXXX  
This provider is linked to organizational Zip Code: XXXXXXXXXXXX

Claim Type:

HCFA-1500 claim form **{PRINT CLAIM TYPES FROM PROVIDER’S FILE}**

Your Iowa Medicaid provider manual explains how to bill Medicaid and how to obtain claim forms. Iowa Medicaid only provides the Targeted Medical Claim Form. If you have any questions or problems that relate to Medicaid billing, please write or telephone:

Iowa Medicaid Enterprise  
Provider Services Unit  
PO Box 36450  
Des Moines, IA 50315

Toll Free 800-338-7909 (Monday - Friday except State Holidays)

Local 515-256-4609 7:30 AM to 4:30 PM

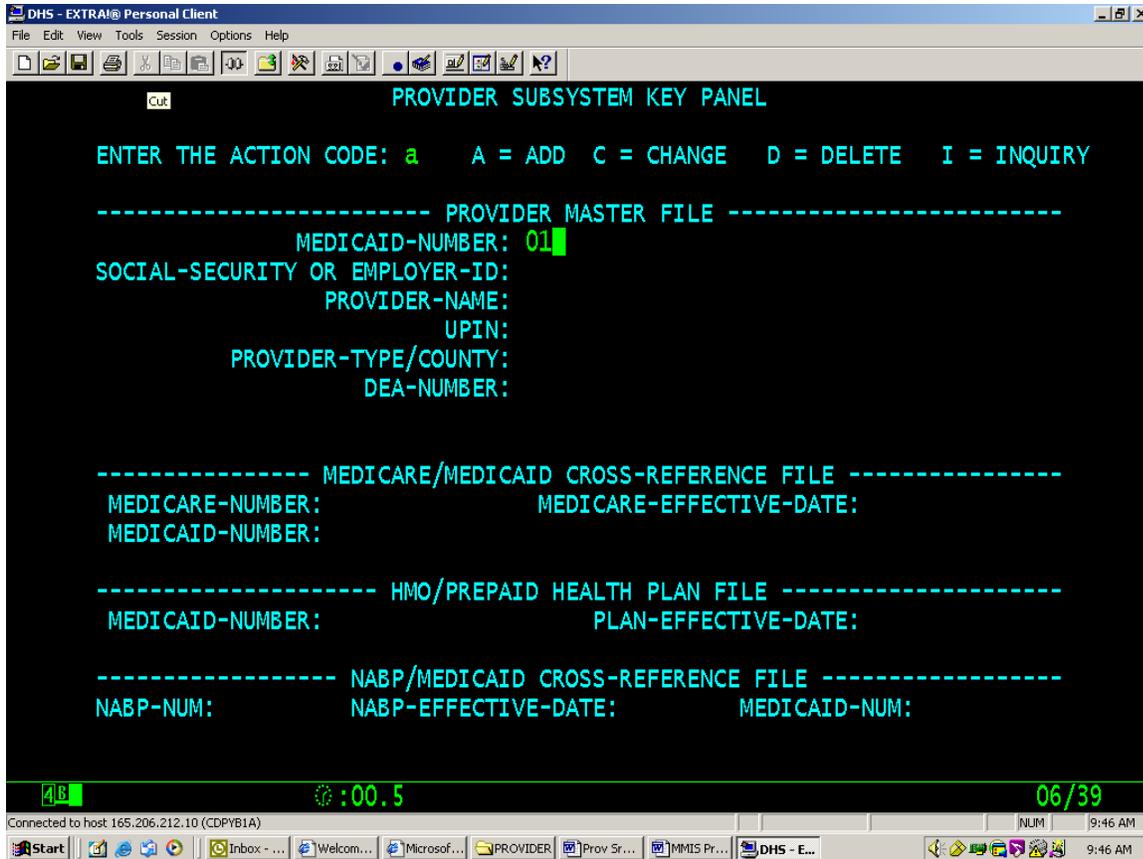
Sincerely,

Iowa Medicaid Enterprise  
Provider Enrollment Unit

NOTE: BOLDED TEXT IS NOT PRINTED, BUT IS TO EXPLAIN FROM WHERE THE DATA IS  
PULLED.

## Attachment 5

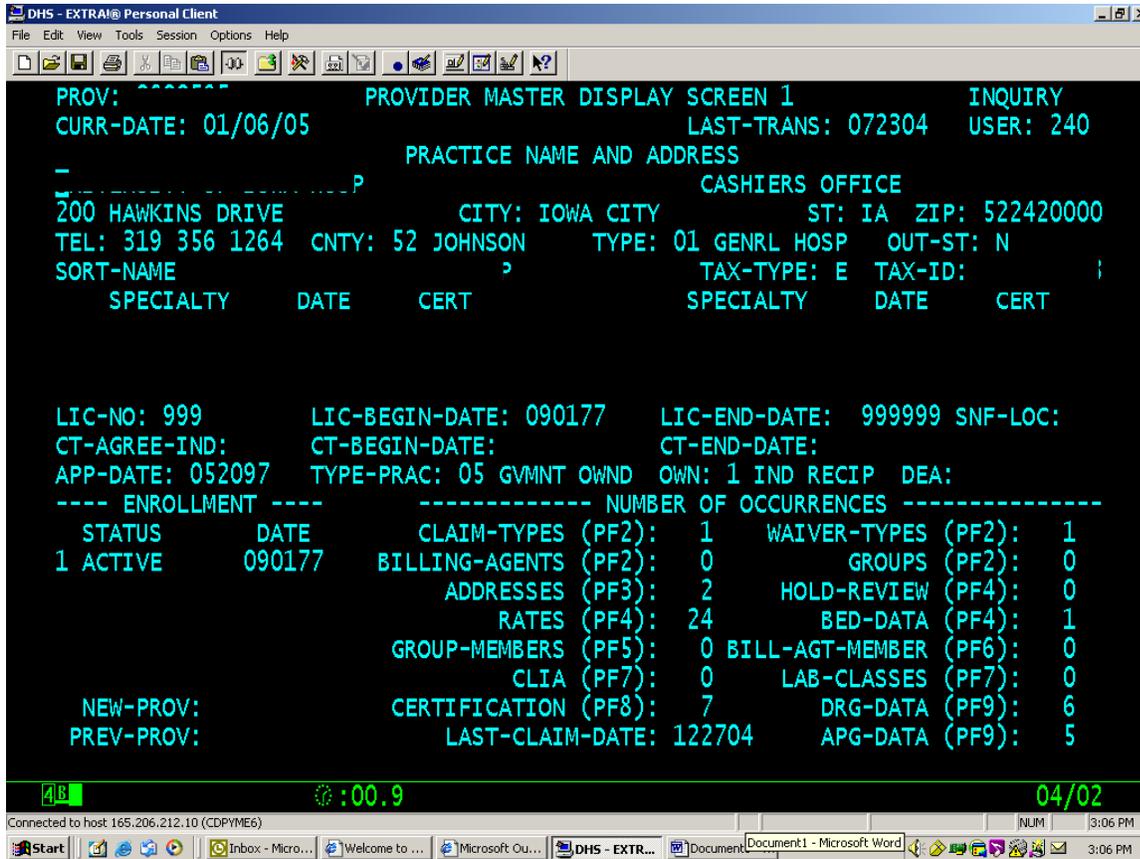
### IME Operational Procedures MMIS Provider Number Generator



- Use Option A in the Provider Master File to "Add a Provider"
- Enter 00 for the first two digits of the new provider number for Psychiatric Medical Institute for Children (PMIC) providers, enter 061 for the first two digits of the new provider number for in-state hospice providers, enter 064 for the first three digits of the new provider number for Mental Health Institute (MHI) providers, and enter 01 for the first two digits of all other providers. The Medicaid Management Information System (MMIS) generates the remaining digits of the provider number using the next available number.

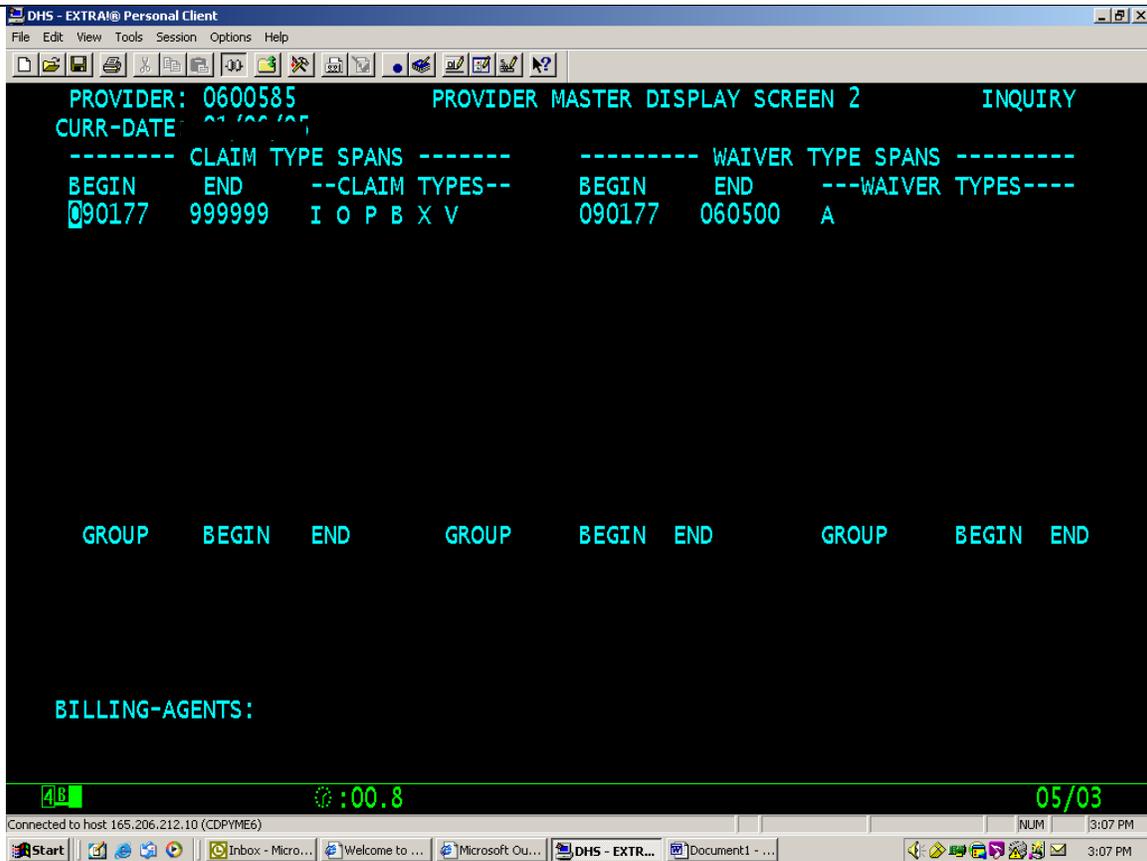
**Attachment 6**

**IME Operational Procedures MMIS Provider File Screens**



- a. Enter the provider's information in the blank Medicaid Management Information System (MMIS) Provider screen fields using the information from the provider's application.

Iowa Department of Human Services  
Iowa Medicaid Enterprise (IME)  
IME Provider Services



- a. Enter the appropriate claim type for the provider (Dentist=D, Practitioners=M and B, Institutional Provider=O,I,V,X)

The screenshot shows a terminal window titled "DHS - EXTRA@ Personal Client" with a menu bar (File, Edit, View, Tools, Session, Options, Help) and a toolbar. The main display area contains the following text:

```
PROVIDER. .... PROVIDER MASTER DISPLAY SCREEN 3 INQUIRY
CURR-DATE: 01/06/05
SPLIT-BILL: █ BILL-AGREEMENT:
PRINT-SUSPENSE: N DO NOT PRT MCAR-PART-IND: N MCAID-PART-IND: Y
PAYMENT-METHOD: E ELEC XFER YEAR-END-DATE: 0630 COST-RPT-DATE:
EFT-ROUTE-ID: EFT-ACCT-NBR: 7 CHK/SAV: 22
EMC-MEDIA: A ASAP RECORD-FORMAT: BPI: ELEC-TAD:
MPASS: N DATE: MAX: CURR: AGES: SEX: CURR/NEW:
MPASS-PHN: MPASS-FEE: N COUNTIES:
REMIT-MEDIA: C CART REMIT-SEQ: 0 NAME FAX:
CORRES-MEDIA: H HARDCOPY TREAT-PROV-IND: PLAN-TYPE: VEND-ID:
THERA/OPTOM: N AUDIT: DATE:
SUR-CAT-SVC/CLASS-GROUP: EPSDT-IND: ER: N
CREDIT-BALANCE: AMT: DATE: 093092 INIT-BAL-DTE:
LIEN-HOLDER-PROVIDER: LIEN-DATE: LAST-WITHHELD:
LIEN-AMT-PAID: LIEN-BALANCE: LIEN-RSN:
LIEN-CHK-AMT: LIEN-CHK-PCT: UPIN: NPI:
RECOUP-AMT: 222.28 RSN: CHK-AMT: 0.00 CHK-PCT: 0
ADDRESSES: REMIT: 1 CHECK: 1 CORRES: 1 CARE-COORD: N BEG: END:
----- PAY TO ADDRESS (2) ----- MAILING ADDRESS (3) -----

IOWA CITY IA 522421052
```

At the bottom of the terminal window, there is a status bar with "4B" on the left, a timer ":02.1" in the center, and "03/18" on the right. Below the terminal window is a Windows taskbar showing the Start button, several open applications (Inbox - Micro..., Welcome to..., Microsoft Ou..., DHS - EXTR..., Document1 - ...), and the system tray with the time "3:07 PM".

PROVIDER: 0600585 PROVIDER MASTER DISPLAY SCREEN 4 INQUIRY  
 CURR-DATE 01/06/07 ----- CHARGE INFORMATION -----

DATE	M	FACTOR	DATE	M	FACTOR	DATE	M	FACTOR
000102	C	0.5485	100199	C	0.6177	100196	C	0.6947
070193	C	0.7332	110190	C	0.7861	070199	D	552.17
070190	D	541.34	070189	D	512.15	070187	D	500.88
063085	D	481.62	070184	D	479.22	050184	D	443.90
070183	D	460.77	100182	D	419.54	070180	I	0.83
090177	I	0.88	100102	2	0.68	100199	2	0.75
100196	2	0.85	100187	2	0.82	051585	2	0.90
110182	2	0.84	100182	2	0.75	090177	2	1.00

----- HOLD/REVIEW INFORMATION -----  
 BEGIN END T LOW HIGH BEGIN END T LOW HIGH

INSTITUTIONAL BED DATA

DATE	TOTAL	NF	T18/ SNF	ICF MR	PSY	INP	DATE	TOTAL	NF	T18/ SNF	ICF MR	PSY	INP
090177	967	0	0	0	0	967							

4B :00.7 04/07

- Enter the Institutional Bed Data.
- Press Enter
- Enter Hold/Review information
- Press Enter

The screenshot shows a terminal window with the following content:

PROVIDER: 000006 PROVIDER MASTER DISPLAY SCREEN 5 INQUIRY  
CURR-DATE: 01/06/05  
INDIVIDUAL PROVIDERS IN GROUP PRACTICE

669
267
337
160
986
554
984
346
038
699
788
896
647
023
176
703
707
774
130

At the bottom of the terminal window, there are several status indicators: 4B, 000/140, :00.8, 000/100, 000/1/1, 000/189, and 01/01.

The window title bar reads 'DHS - EXTRA Personal Client'. The menu bar includes 'File', 'Edit', 'View', 'Tools', 'Session', 'Options', and 'Help'. The status bar at the bottom of the window shows 'Connected to host: 165.206.212.10 (CDPYME6)', 'NUM', and '3:08 PM'. The taskbar at the very bottom shows the Start button and several open applications: 'Inbox - Micro...', 'Welcome to P...', 'Microsoft Outl...', 'DHS - EXTRA...', and 'Document1 - ...'.

The screenshot shows a terminal window with the following content:

PROVIDER: PROVIDER MASTER DISPLAY SCREEN 6 INQUIRY  
CURR-DATE: 01/06/05  
INDIVIDUAL PROVIDERS FOR BILLING AGENT

796
776
851
456
723
495
532
856
956
734
351
732
504
663
123
381
237
519
324

0166181      0166751      0168831      0168864      0169243

4B      :00.9      01/01

Connected to host 165.206.212.10 (CDPYME6)      NUM      3:09 PM

Start      Inbox - Micro...      Welcome to P...      Microsoft Out...      DHS - EXTRA...      Document1 - ...      3:09 PM



The screenshot shows a terminal window titled "DHS - EXTRA Personal Client". The window contains the following text:

```
PROVIDER: 0600585          PROVIDER MASTER DISPLAY SCREEN 8          INQUIRY  
CURR-DATE: 01/06/05          LAST-TRANS:          USER:
```

Below this is a section titled "CERTIFICATION DATA" which contains a table with the following columns: CERT CODE, CODE DESC, BEGIN DATE, and ENDING DATE.

CERT CODE	CODE DESC	BEGIN DATE	ENDING DATE
7	I NEONAT 3	110190	999999
6	I ADOS PSY	010189	999999
3	IN PSYCH	100187	999999
2	I NEONAT 2	100187	103190
1	I SUB ABUS	100187	999999
C	O CARDIO	060190	999999
A	O ALCH ABU	100102	999999

At the bottom of the terminal window, there is a status bar showing "4B", a timer at ":00.5", and the date "07/06". The Windows taskbar at the bottom shows the Start button, several open applications (Inbox - Micro..., Welcome to P..., Microsoft Out..., DHS - EXTRA..., Document1 - ...), and the system tray with the time "3:10 PM".

DHS - EXTRA Personal Client

File Edit View Tools Session Options Help

PROVIDER: 0600585 PROVIDER MASTER DISPLAY SCREEN 9 INQUIRY  
 CURR-DATE: 01/06/05 LAST-TRANS: USER:

DRG PRICING DATA

BEGIN DATE	END DATE	BASE AMT	CAP COST	EDUCATION	DISP SHR	OTHER
100102	999999	3691.25	290.55	0.00	0.00	0.00
070101	093002	3764.23	281.53	0.00	0.00	0.00
070100	063001	3880.65	290.24	0.00	0.00	0.00
100199	063000	3767.62	281.79	0.00	0.00	0.00
070199	093099	3184.99	255.85	0.00	0.00	0.00

APG PRICING DATA

BEGIN DATE	END DATE	BASE AMT	EDUCATION
100102	999999	115.65	0.00
070101	093002	136.24	0.00
070100	063001	140.45	0.00
100199	063000	136.36	0.00
070199	093099	105.56	0.00

4B :00.6 06/04

Connected to host: 165.206.212.10 (CDPYME6) NUM 3:10 PM

Start | Inbox - Micro... | Welcome to P... | Microsoft Out... | DHS - EXTRA... | Document1 - ... | 3:10 PM

**Attachment 7**

**IME Operational Procedures Denied Application Letter**



Iowa  
Department  
of  
Human Services

DATE  
PROVIDER  
ADDRESS 1  
ADDRESS 2  
CITY, STATE ZIP CODE

RE: Participation in the Iowa Medicaid Program Enterprise

Dear Provider Name:

Thank-you for submitting an application to become a provider in the Iowa Medicaid Program. We are not able to approve your application for the following reason:

- Your Provider Type is not recognized by the Iowa Medicaid Program
- You are not licensed to provide services at this location.
- You are not certified to provide the services for which you have applied
- This is a duplicate application. You are enrolled as Provider Number \_\_\_\_\_
- Other \_\_\_\_\_

If you have any questions, please contact us at 1-800-338-7909 or 515-256-4609

Sincerely,

Iowa Medicaid Enterprise  
Provider Enrollment Unit

**Attachment 8**

**IME Operational Procedures Infant And Toddler Contract  
COOPERATIVE AGREEMENT BETWEEN  
THE IOWA DEPARTMENT OF HUMAN SERVICES**

**DIVISION OF MEDICAL SERVICES**

**AND**

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**f. *Introduction and Purpose***

Pursuant to subchapter III of the federal Individuals with Disabilities Education Act (IDEA) the Early Access program is established to furnish services as provided in 34 CFR 303.

The Department of Human Services is established pursuant to Iowa Code Chapter 217 to administer programs designed to improve the well-being and productivity of the people of the State of Iowa. Under the provisions of Iowa Code section 249A.4, the Director of the Department is responsible for the effective administration of the Medical Assistance Act which includes the program referred to as "Medicaid".

Infant and Toddler programs are Medicaid-eligible providers under the Medicaid State Plan which has been approved by the Centers for Medicare & Medicaid (formerly the Health Care Financing Administration). In the State of Iowa, the authority and responsibility for the administration of the Medicaid program has been delegated to the Iowa Department of Human Services, Division of Medical Services.

The purpose of this agreement is to assure the implementation of 34 CFR 303.

**II. *Parties to the Agreement***

The parties to this agreement are the Iowa Department of Human Services (hereinafter referred to as "DHS") for the Medicaid program, and the \_\_\_\_\_ (hereinafter referred to as "I&T provider"). For the purposes of this agreement, the Director of DHS and the I&T provider Administrator are authorized to enter into agreements and make commitments which shall be binding on the operation of Medicaid and the I&T program.

**III. *Mutual Objective and Respective Responsibilities***

The objective of this agreement is to assure that the state share of the Medicaid dollars

spent on I&T-covered services is returned to DHS. The following responsibilities are therefore necessary.

The I&T provider shall bill the Medicaid fiscal agent, for services provided to Medicaid-eligible children. On a monthly basis, the I&T provider shall send the total state share of the check(s) received from the fiscal agent to the Department of Human Services, Cashier's Office, Room 14, First Floor, Hoover State Office Building, Des Moines, Iowa 50319. The Medicaid fiscal agent will calculate the State share due from the I&T provider monthly and notify the I&T provider on Form 470-3816. Enclosed with the check to the Department shall be Form 470-3816.

#### **IV. *Outreach Activities***

In addition to broad-based outreach and identification of Medicaid-eligible children, activities include informing eligible children, with special health needs, and their families about EPSDT, Early Access services, availability of health services and the importance of early intervention and preventive health care.

#### **V. *Confidentiality***

DHS and the I&T provider shall comply with all applicable federal and state laws and regulations regarding the confidentiality of all client records, and the information contained therein. DHS and the I&T provider also agree to obtain written consent from the client, provider, and/or authorized representative, for the release of information to any individual or entity not associated with the administration of the program.

#### **VI. *Restrictions on the Use of Funds***

No federal appropriated funds have been paid or will be paid on behalf of the Department or the I&T provider to any person for influencing or attempting to influence an officer or employee of any federal agency, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, or member of Congress, or an employee of a member of Congress in connection with this contract, grant, loan or cooperative agreement, the I&T provider

shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

NOTE: If disclosure forms are required, please contact: Mr. William Sexton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, S.W., Washington, D.C., 20201-001.

**VII. *Employment Practices***

A. The I&T provider shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The I&T provider must take affirmative action to ensure that employees, as well as applicants for employment are treated without discrimination because of their race, color, religion, sex, national origin, or disability. Such action shall include, but is not limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The I&T provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provision of this Equal Employment Opportunity (EEO) clause.

B. The I&T provider shall, in all solicitations or advertisement for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disabilities, except where it relates to a bona fide occupational qualification.

C. The I&T must comply with all provisions of Executive order #11246 dated September 24, 1965, including amendments as well as the rules, regulations and relevant orders of the Secretary of Labor.

D. In the event of an I&T provider's non-compliance with EEO clause of the agreement or with any such rules, regulations or orders, the agreement may be terminated or suspended, and the I&T provider may be declared ineligible for further government contracts. Other sanctions may also be imposed as provided in Executive Order #11246 or by rules, regulations or other orders of the Secretary of Labor. The I&T provider must comply with all applicable conditions of Title 29 U.S. Code, section 794 (Rehabilitation Act of 1973).

E. Title VI compliance. – The I&T provider shall be in compliance with Title VI of the 1964 Civil rights Act as amended and all other federal, state, and local laws and regulations regarding the provision of services.

F. Section 504 compliance. – The I&T provider shall be in compliance with Section 504 of the Rehabilitation Act of 1973 as amended and with all federal, state and local Section 504 laws and regulations.

G. American with Disabilities Act compliance. – the I&T provider shall be in compliance with the American with disabilities Action of 1990 and with all federal, state and local laws and regulations regarding the American with Disabilities Act.

H. Affirmative Action – The I&T 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 opportunities.

I. Equal Opportunity – The I&T 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.

### **VIII. *Health Insurance Portability and Accountability Act of 1996***

In the event that compliance with the final HIPPA regulations necessitates an additional agreement or an amendment to this contract, the parties agree to prompt execution of said amendment upon request.

### **IX. *General Provisions***

A. The term of this agreement shall be effective from date of signature, and remain in effect unless terminated in accordance with Section XD of this agreement.

B. This agreement may be amended or modified at any time by mutual agreement between the Iowa Department of Human Services and the I&T provider. Any amendments or modification shall be in writing.

C. Notices. Notices under this Contract shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. The effective date for any notice under this Contract shall be the date of mailing which may be effected by certified U.S. Mail, return receipt requested, with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS.

D. Either party may terminate this Agreement, without penalty or incurring of further obligation, upon written notification to the Medicaid fiscal agent of termination of provider enrollment with a copy to the Department. The I&T provider shall be entitled to compensation for services or goods exclusive of start up costs, provided prior to and including the termination date of this agreement.

- E. This agreement shall become effective on the date this agreement has been signed by both: (1) the Medicaid Director; and, (2) the Administrator of the I&T provider agency.

For and on behalf of the Iowa Department of  
Human Services

For and on behalf of  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Director

Administrator

\_\_\_\_\_

\_\_\_\_\_

Date

Date

**Attachment 9**

**IME Operational Procedures Local Education Agency Agreement**

**COOPERATIVE AGREEMENT BETWEEN  
THE IOWA DEPARTMENT OF HUMAN SERVICES  
DIVISION OF MEDICAL SERVICES  
AND**

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**g. *Introduction and Purpose***

Pursuant to subchapter III of the federal Individuals with Disabilities Education Act (IDEA) local education agencies are established to furnish services as provided in 34 CFR 300.

The Department of Human Services is established pursuant to Iowa Code Chapter 217 to administer programs designed to improve the well-being and productivity of the people of the State of Iowa. Under the provisions of Iowa Code section 249A.4, the Director of the Department is responsible for the effective administration of the Medical Assistance Act which includes the program referred to as "Medicaid".

Local Education Agencies are Medicaid-eligible providers under the Medicaid State Plan which has been approved by the Centers for Medicare and Medicaid (formerly the Health Care Financing Administration). In the State of Iowa, the authority and responsibility for the administration of the Medicaid program has been delegated to the Iowa Department of Human Services, Division of Medical Services.

The purpose of this agreement is to assure the implementation of 34 CFR 300.

**II. *Parties to the Agreement***

The parties to this agreement are the Iowa Department of Human Services (hereinafter referred to as "DHS") for the Medicaid program, and the \_\_\_\_\_ (hereinafter referred to as "LEA provider"). For the purposes of this agreement, the Director of DHS and the LEA provider Administrator are authorized to enter into agreements and make commitments which shall be binding on the operation of Medicaid and the LEA program.

**III. *Mutual Objective and Respective Responsibilities***

The objective of this agreement is to assure that the state share of the Medicaid dollars spent on LEA-covered services is returned to DHS. The following responsibilities are therefore necessary.

The LEA provider shall bill the Medicaid fiscal agent, for services provided to Medicaid-eligible children. On a monthly basis, the LEA provider shall send the total state share of the check(s) received from the fiscal agent to the Department of Human Services, Cashier's Office, Room 14, First Floor, Hoover State Office Building, Des Moines, Iowa 50319. The Medicaid fiscal agent will calculate the State share due from the LEA provider monthly and notify the LEA provider on Form 470-3816. Enclosed with the check to the Department shall be Form 470-3816.

**VI. *Outreach Activities***

In addition to broad-based outreach and identification of Medicaid-eligible children, activities include informing eligible children, with special health needs, and their families about EPSDT, availability of health services and the importance of early intervention and preventive health care.

**V. *Restrictions on the Use of Funds***

No federal appropriated funds have been paid or will be paid on behalf of the Department or the LEA provider to any person for influencing or attempting to influence an officer or employee of any federal agency, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, or member of Congress, or an employee of a member of Congress in connection with this contract, grant, loan or cooperative agreement, the LEA provider shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

NOTE: If disclosure forms are required, please contact: Mr. William Sexton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, S.W., Washington, D.C., 20201-001.

**VI. *Confidentiality***

DHS and the LEA provider shall comply with all applicable federal and state laws and regulations regarding the confidentiality of all client records, and the information contained therein. DHS and the LEA provider also agree to obtain written consent from the client, provider, and/or authorized representative, for the release of information to any individual or entity not associated with the administration of the program.

**VII. *Employment Practices***

A. The LEA provider shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The LEA provider must take affirmative action to ensure that employees, as well as applicants for employment are treated without discrimination because of their race, color, religion, sex, national origin, or disability. Such action shall include, but is not limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The LEA provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provision of this Equal Employment Opportunity (EEO) clause.

B. The LEA provider shall, in all solicitations or advertisement for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disabilities, except where it relates to a bona fide occupational qualification.

C. The LEA must comply with all provisions of Executive order #11246 dated September 24, 1965, including amendments as well as the rules, regulations and relevant orders of the Secretary of Labor.

D. In the event of an LEA provider's non-compliance with EEO clause of the agreement or with any such rules, regulations or orders, the agreement may be terminated or suspended, and the LEA provider may be declared ineligible for further government contracts. Other sanctions may also be imposed as provided in Executive Order #11246 or by rules, regulations or other orders of the Secretary of Labor. The LEA provider must comply with all applicable conditions of Title 29 U.S. Code, section 794 (Rehabilitation Act of 1973).

E. Title VI compliance. – The LEA provider shall be in compliance with Title VI of the 1964 Civil rights Act as amended and all other federal, state, and local laws and regulations regarding the provision of services.

F. Section 504 compliance. – The LEA provider shall be in compliance with Section 504 of the Rehabilitation Act of 1973 as amended and with all federal, state and local Section 504 laws and regulations.

G. American with Disabilities Act compliance. – the LEA provider shall be in compliance with the American with disabilities Action of 1990 and with all federal, state and local laws and regulations regarding the American with Disabilities Act.

H. Affirmative Action – The LEA 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 opportunities.

I. Equal Opportunity – The LEA 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.

### ***VIII. Health Insurance Portability and Accountability Act of 1996***

In the event that compliance with the final HIPPA regulations necessitates an additional agreement or an amendment to this contract, the parties agree to prompt execution of said amendment upon request.

### ***X. General Provision***

F. The term of this agreement shall be effective from date of signature, and remain in effect unless terminated in accordance with Section XD of this agreement.

G. This agreement may be amended or modified at any time by mutual agreement between the Iowa Department of Human Services and the LEA provider. Any amendments or modification shall be in writing.

H. Notices. Notices under this Contract shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. The effective date for any notice under this Contract shall be the date of mailing which may be effected by certified U.S. Mail, return receipt requested, with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS.

I. Either party may terminate this Agreement, without penalty or incurring of further obligation, upon written notification to the Medicaid fiscal agent of termination of provider enrollment with a copy to the Department. The LEA provider shall be entitled to compensation for services or goods exclusive of start up costs, provided prior to and including the termination date of this agreement.

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This agreement shall become effective on the date this agreement has been signed by both: (1) the Medicaid Director; and, (2) the Administrator of the LEA.

For and on behalf of the Iowa Department of  
Human Services

For and on behalf of

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By: \_\_\_\_\_

By: \_\_\_\_\_

Medicaid Director

Administrator

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Date

Date