



IDAHO DEPARTMENT OF HEALTH & WELFARE

BRAD LITTLE – Governor
JULIET CHARRON – Director

SASHA O'CONNELL—DEPUTY DIRECTOR
450 West State Street, 10th Floor
P.O. Box 83720
Boise, Idaho 83720-0036
PHONE 208-334-5500
FAX 208-334-6558

May 26, 2026

MEDICAID INFORMATION RELEASE MA26-13

To: All Managed Care, Medicaid, and ORP Providers

From: Sasha O'Connell, Deputy Director

Subject: Update to Medicaid Provider Agreements

Idaho Medicaid is updating the terms of the Medicaid Provider Agreement (attached). Per the terms of the Medicaid Provider Agreement, section 1. Compliance:

“The DEPARTMENT reserves the right to amend this AGREEMENT by providing the PROVIDER twenty-eight (28) day notice, as published within an Information Release (IR), and PROVIDER is deemed to accept, following such notice period. This AGREEMENT will be deemed modified, revised, or terminated to comply with any change on the effective date of such change.”

This update is necessary to prepare for requirements under [Idaho House Bill H0928a Medicaid \(2026\)](#). The following language is being added to the agreement: *PROVIDER certifies that it is materially compliant with Chapter 25, Title 56 of Idaho Code.* The updated Medicaid Provider Agreement will be effective July 1, 2026. Providers that completed revalidation or enrolled before July 1st will also need to sign the updated provider agreements at their next opportunity. This will also apply to providers under contract with managed care.

Specific questions not answered by the materials referenced above can be directed to MCPT@dhw.idaho.gov.

SO/wd

The content of this guidance document is not new law but is an interpretation or application of existing law prepared by the Idaho Department of Health and Welfare to supply clarity to the public about existing requirements under the law. This document does not bind the public, except as authorized by law or as incorporated into a contract. For additional information or to provide input on this document, contact the Division of Medicaid by emailing MCPT@dhw.idaho.gov or by calling 888-528-5861.

TERMS AND CONDITIONS

1. Compliance.

This Provider Agreement (“AGREEMENT”) is entered into by and between the Department of Health and Welfare (“DEPARTMENT”), as the State of Idaho’s administering agency with authority under Idaho Code, Title 56, Chapter 2, to enter into agreements with individuals or entities (“PROVIDER”). This AGREEMENT is entered into for the purpose of defining the DEPARTMENT’s expectations of providers who provide healthcare services, equipment, supplies or items and hereinafter referenced as “SERVICES” through any network to persons eligible for medical assistance and who submit claims for reimbursement in accordance with all applicable provisions of Idaho Statute, administrative code and federal regulations under the Medical Assistance Program (“MEDICAID”). This AGREEMENT and the terms herein are conditions of payment as used in Section 56-§209h (5) of Idaho Code. Failure to comply with any of the Terms and Conditions, or applicable ADDENDUMS incorporated herein, may affect PROVIDER’s ability to continue participation in MEDICAID or may result in recovery of payments made by the DEPARTMENT to the PROVIDER, assessment of civil monetary penalties, suspension of payments and/or exclusion from the Medicaid program.

This AGREEMENT and any applicable ADDENDUMS attached hereto and hereby incorporated by reference; are subject to modification, revisions, or termination in accordance with changes in federal or state laws, administrative code or regulations. The DEPARTMENT reserves the right to amend this AGREEMENT by providing the PROVIDER twenty-eight (28) day notice, as published within an Information Release (IR), and PROVIDER is deemed to accept, following such notice period. This AGREEMENT will be deemed modified, revised, or terminated to comply with any change on the effective date of such change.

This AGREEMENT delineates the responsibilities of the PROVIDER and any subcontractor, agent or employee of the PROVIDER, in regard to the MEDICAID Program. The PROVIDER certifies and agrees to the Terms and Conditions set forth below.

2. Regulations, Rules, Policies and Procedures.

2.1 PROVIDER certifies that SERVICES provided will be provided to participants without regard to health status or need for healthcare services and will be provided without regard to race, color, age, sex, disability, or national origin in accordance with 45 CFR Part 90, Part 91 and Part 92 and 42 CFR Part 438, as applicable and as amended.

2.2 PROVIDER certifies that SERVICES provided will be compliant with Section 504 of the Rehabilitation Act of 1973 and Section 1557 of the Affordable Care Act, as applicable and as amended.

2.3 PROVIDER shall comply with all applicable provisions of 45 CFR Part 88, consistent with applicable court orders or as amended; the Health Insurance Portability and Accountability Act (HIPAA); Sections 262 and 264 of Public Law 104 -191, 42 USC Section 1320d, and applicable federal regulations at 45 CFR Subchapter C specific to Administrative Data Standards and 45 CFR Subchapter D - Health Information Technology and Related Requirements; 170.215. PROVIDER shall additionally be responsible for protecting the confidentiality of participant information that is collected, used, or maintained according to IDAPA 16.05.01, “Use and Disclosure of Department Records,” and 42 CFR § 431. Subpart F specific to unauthorized disclosure of applicant and beneficiary information.

2.4 PROVIDER shall comply with 42 USC §1396A(a)(68) and 42 CFR §438.600(a)(6,) as amended and applicable, if PROVIDER receives or makes annual payments of MEDICAID funds of at least five million dollars (\$5,000,000).

2.5 PROVIDER shall ensure any individual providing interpretive SERVICES related to the provision of a health-related service, is a minimum of eighteen (18) years of age and meets the definition of qualified interpreter consistent with 28 CFR § 35.104.

2.6 Pursuant to 42 CFR § 431.107, PROVIDER acknowledges their compliance with all requirements specific to AGREEMENTS, as applicable and amended, and Advance Directives, as applicable and specified in 42 CFR Part 489, Subpart I and 42 CFR §417.436(d), as amended.

2.7 PROVIDER acknowledges the responsibility to comply with all applicable parts of the False Claims Act (31 USC §§3729-3733) and 42 CFR §438.608(a)(6) as amended, including, but not limited to, educating employees about federal and State laws pertaining to civil or criminal penalties for false claims, false statements and whistleblower protections under such laws.

2.8 Pursuant to federal regulations at 42 CFR §455.105, PROVIDER shall if requested, furnish to the DEPARTMENT and/or the U.S. Department of Health and Human Services, within thirty-five (35) days of the date of the transaction or the date of the written request, full and complete information related to certain business transactions, specifically:

2.8.1 ownership of any subcontractor with whom the PROVIDER has had business transactions totaling more than \$25,000 during the twelve (12) month period preceding the most recent business transaction or ending on the date of the request, as applicable; and

2.8.2 pursuant to 42 CFR Part 455, Subpart B, any significant business transaction, between the PROVIDER and any wholly owned supplier, or between the PROVIDER and any subcontractor, during the 5-year period preceding the most recent business transaction or ending on the date of the request.

2.9 PROVIDER certifies that SERVICES provided to participant are not in violation of Idaho Code § 18-8901.

2.10 PROVIDER certifies that it is materially compliant with Chapter 25, Title 56 of Idaho Code.

3. Administrative Code.

PROVIDER shall comply with all applicable provisions of the Idaho Administrative Code, as amended, including but not limited to: IDAPA 16.03.01 - “Eligibility for Health Care Assistance for Families and Children”, IDAPA 16.03.05 – “Eligibility for Aid to the Aged, Blind, and Disabled”, IDAPA 16.03.26 – “Medicaid Plan Benefits”, IDAPA – 62.01.01 “Idaho Rules of Administrative Procedure”, IDAPA 16.05.06 “Criminal History and Background Checks”, and IDAPA 16.05.07 – “The Investigation and Enforcement of Fraud, Abuse and Misconduct.”

4. Policy Guidance.

PROVIDER shall conduct operations in accordance with all applicable policy and guidance accessible to them via the internet at www.idmedicaid.com and healthandwelfare.idaho.gov, including, but not limited to, the MediAide newsletter, Information Releases, the Idaho Medicaid Provider Handbook (Provider Manual), as applicable and amended. Additionally, PROVIDERS participating in a managed care program must adhere to applicable interpretations of policy specified by the managed care program.

5. Employee Training.

PROVIDER acknowledges responsibility to ensure employees, subcontractors and agents of the PROVIDER receive training specific to the usage and adherence of all applicable provisions of policy within this

AGREEMENT for PROVIDERS providing services in any delivery system and by any mode including but not limited to, all applicable IDAPA rules, policy documents and guidance contained within the Medicaid newsletter, Information Releases, the Idaho Medicaid Provider Handbook (Provider Manual), and managed care program contracts as amended and applicable.

6. Provider Enrollment Process.

6.1 PROVIDER shall comply with the DEPARTMENT's enrollment processes and acknowledges the DEPARTMENT's authority to make provider enrollment decisions, which may include but is not limited to, mandatory denial of a Provider Agreement in accordance with IDAPA 16.03.26.021.03. PROVIDER acknowledges and agrees PROVIDER and its principals will be held responsible for violations of this AGREEMENT through any acts or omissions by the PROVIDER, its employees, its subcontractors or its agents specific to the provider enrollment process, including but not limited to, failure to disclose the revocation, termination or voluntary termination of an enrollment or if any party specified within 42 CFR § 455.106(c) has been convicted of a criminal offense.

6.1.1 PROVIDER understands this includes all applicable disclosures provided within 42 CFR §422.104 applicable to relationships between those who have an ownership interest, a control interest operational or managerial control of the PROVIDER organization as applicable.

6.1.2 Pursuant to federal regulations at 42 CFR Part 455, Subpart B, "Disclosure of Information by Providers and Fiscal Agents" and by reference 42 CFR §438.602(c) as applicable PROVIDER shall comply with the disclosure of ownership requirements; and agrees that for the purposes of this AGREEMENT, principal of the PROVIDER includes all agents, corporate officers, directors, partners of any partnership entity, including a professional corporation, association, limited liability company, those participating through a managed care program or their fiscal agent with either indirect ownership or control interest.

6.1.3 PROVIDER understands they may make agreements to provide SERVICES through a Managed Care Organization (MCO), Prepaid Inpatient Health Plan (PIHP) or Prepaid Ambulatory Health Plan (PAHP) and acknowledge their responsibility under such agreements to comply with all applicable parts of 42 CFR Part 438, as amended in addition to all applicable provisions of this AGREEMENT.

6.1.3.1 PROVIDER further acknowledges this AGREEMENT must be approved within one hundred twenty (120) days if applicable, for enrollment or credentialing with an MCO, PIHP or PAHP, in accordance with 42 CFR §438.602.

6.1.3.2 PROVIDER understands that if rendering services only under an agreement with an MCO, PIHP or PAHP, PROVIDER is not required to render services to participants in the FFS network as provided by 42 CFR §438.608(b).

6.2 PROVIDER acknowledges this AGREEMENT is not transferable or assignable. PROVIDER also acknowledges that at any time during the course of this AGREEMENT, PROVIDER shall notify the DEPARTMENT of any change in information contained in this AGREEMENT or their Provider Enrollment application, including within thirty-five (35) days after the change. Changes PROVIDERs are required to report include, but are not limited to, changes (or impending changes) in ownership or control information described in 42 CFR 455 Subpart B; indirect ownership, service locations, changes to licensure, tax information, bankruptcy; physical, mailing or electronic addresses, phone number; or the addition or removal of Licensed Medical Service

Providers. Change in ownership or control information requires full disclosure of the terms of the sale agreement, submittal of a new enrollment application and execution of a new AGREEMENT.

7. Professionalism.

7.1 PROVIDER shall provide SERVICES in accordance with all applicable requirements within, Idaho state statutes, Idaho Administrative Code And 42 CFR Part 438 Managed Care.

7.2 PROVIDER shall obtain and maintain licenses, permits, certification, registration and authority necessary to conduct business and provide service under this AGREEMENT and 42 CFR Part 438 Managed Care, as applicable. Copies of these must be submitted to Gainwell's Provider Enrollment upon request.

7.3 PROVIDER shall comply with all applicable state and federal laws.

7.4 PROVIDER attests compliance with all requirements to maintain appropriate insurance coverage as applicable within the scope of their professional license/certification and services rendered.

7.5 PROVIDER agrees to uphold professionally recognized community standards of care and if applicable, retain non-Physician practitioners or paraprofessionals who have appropriate qualifications, licensing or certification as specified by the DEPARTMENT or a contract under 42 CFR Part 438 Managed Care. PROVIDER additionally agrees to provide appropriate supervision of such individuals.

7.6 PROVIDERS shall verify and ensure all employees, subcontractors and agents meet the fingerprint-based Criminal History Background Check provisions, as required by the DEPARTMENT under IDAPA 16.05.06, "Criminal History and Background Checks" and IDAPA, 16.03.26 "Medicaid Plan Benefits".

7.7 PROVIDER shall abide by all applicable laws regarding the Medicaid participant's right to privacy, dignity, and free choice of providers and agrees to comply with 42 CFR, Chapter I, Subchapter A, Part 2 specific to Confidentiality of Substance Use Disorder Patient Records and 45 CFR, §164.524, as amended to afford access to records for SERVICES.

7.8 PROVIDER shall abide by this AGREEMENT and any applicable Addendums or supplemental agreements, as amended.

8. Records Management.

8.1 PROVIDER agrees to legibly document all SERVICES in accordance with professionally recognized standards to support each claim for reimbursement by MEDICAID or its agent, at the time it is provided, in compliance with the requirements specified in the Idaho Medicaid Provider Handbook (Provider Manual), Idaho Code, §56-209h(3), applicable DEPARTMENT rules and this AGREEMENT, as amended. Such documentation shall be maintained for at least five years after the date of service, in accordance with IDAPA 16.05.07.101 or as required by other DEPARTMENT rule. Failure to comply with documentation requirements may result in the recoupment of Medicaid payments.

8.2 PROVIDER shall ensure their cooperation with the DEPARTMENT's Medicaid Program Integrity Unit (MPIU), the Attorney General's Medicaid Fraud Control Unit and the U.S. Department of Health and Human Services, or their agents by providing immediate access in accordance with Idaho Code §56-209h and IDAPA 16.05.07 "The Investigation and Enforcement of Fraud, Abuse and Misconduct" to all records, documents, material, and data in any medium which supports SERVICES billed to MEDICAID or its designee, at the time the request is made.

8.2.1 PROVIDER also agrees to comply with applicable Quality Assurance audits, and as provided by any ADDENDUM to this AGREEMENT or agreement in a managed care program.

9. Accurate Billing.

9.1 PROVIDER shall certify by their signature or through their designee, including electronic signatures on a claim form or transmittal document, that the SERVICES claimed were actually provided in accordance with professionally recognized standards of health care, the Idaho Medicaid Provider Handbook (Provider Manual), all applicable DEPARTMENT rules, and this AGREEMENT.

9.2 PROVIDER agrees to be responsible for the accuracy of claims submitted to the DEPARTMENT or its agent whether submitted on paper, electronically or through a billing service.

9.3 PROVIDER ensures SERVICES are claimed only under one program and one provider type regardless of the delivery system or mode of delivery and to immediately repay the DEPARTMENT or its designee for any SERVICE the DEPARTMENT or the PROVIDER determines were not properly provided, properly documented, or properly claimed.

9.4 Pursuant to 42 USC §1320a-7 and 42 USC §1320c-5, PROVIDER shall bill MEDICAID or its agent only for SERVICES delivered by individuals not excluded from MEDICAID; and additionally, assures all payments are correctly applied to participant accounts and credited timely.

10. Secondary Payor or Third-Party Liability.

10.1 PROVIDER agrees to seek payment first from all other applicable sources of payment prior to submitting a claim for SERVICES to MEDICAID or its agent specific to 42 CFR §433 - Subpart D. for third party liability. Additionally, PROVIDER acknowledges MEDICAID as the payer of last resort and agrees to comply with 42 CFR §447.20(b).

10.1.1 As an exception to 10.1, any source of payment that is provided as secondary to MEDICAID within state or federal law.

10.2 PROVIDER acknowledges that if a secondary payor or third party pays the participant for the SERVICES provided, the PROVIDER may bill the participant for that amount if written notice of financial responsibility was provided in accordance with MEDICAID policy and prior to the delivery of the service; and

10.3 PROVIDER acknowledges they cannot refuse to furnish SERVICES to a participant if a third-party is potentially liable for the service.

10.4 PROVIDER agrees to not bill the DEPARTMENT or its agent if a secondary payor or third-party payment is made to the PROVIDER, unless the secondary payor or third-party payment is less than the amount paid by MEDICAID or its agent.

11. Reimbursement.

11.1 PROVIDER understands they are to complete the appropriate claim form and acknowledges responsibility for the validity and accuracy of claims whether submitted on paper, electronically or through a billing service to MEDICAID or the DEPARTMENT's agent for reimbursement.

11.2 PROVIDER agrees to submit a request for prior authorization, if one is required, and to receive an approval for that request, prior to providing the requested SERVICES to the participant except where allowed by MEDICAID or its agent.

11.3 PROVIDER understands that reimbursement for the SERVICES by MEDICAID or its agent is contingent on the PROVIDER being correctly enrolled, licensed and credentialed, if applicable; conducting a determination

of medical necessity for the SERVICES that meets all DEPARTMENT requirements or its agent if applicable; eligibility of the participant for the SERVICES at the time it is rendered; coverage limitations at the time provided; timely submittal of prior authorization when applicable; and the PROVIDER billing per all applicable requirements, including but not limited to administrative code, policies and requirements specified by the National Correct Coding Initiative.

11.4 Providers only enrolled for participation in a managed care organization (MCO) are exempt from billing the DEPARTMENT. The PROVIDER understands if they bill the DEPARTMENT for any SERVICES, they are not considered MCO only providers.

12. Payment in Full.

12.1 Pursuant to 42 CFR §447.15 PROVIDER agrees to accept MEDICAID payment or payment by its agent, as payment in full, for any SERVICES.

12.1.1 PROVIDER also agrees that prior to delivering non-covered or excluded MEDICAID SERVICES to a participant, PROVIDER will supply an itemized written notice to the participant, which informs them of their responsibility to pay for the SERVICES they are receiving, prior to rendering the SERVICES and require the participant to affix their signature as acknowledgement of their financial responsibility. If the participant qualifies for a period of retroactive eligibility for Medicaid, this subsection does not apply during the retroactive period.

12.1.2 PROVIDER agrees to comply with the billing requirements specific to participant financial responsibility as provided within the Idaho Medicaid Provider Handbook (Provider Manual), administrative code or by a managed care program, as applicable.

13. Officers and Employees of the State.

PROVIDER acknowledges that no official, employee, or agent of the DEPARTMENT shall be in any way personally liable or responsible for any term of this AGREEMENT, whether express or implied, nor for any statement, representation, or warranty made in connection with this AGREEMENT. A guarantee of payment for SERVICES cannot be made by an official, employee or agent of the DEPARTMENT.

14. Provider Liability.

PROVIDER agrees if their organization is any type of business entity, the entity and all general or limited partnership interests and all shareholders, with a direct or indirect ownership or control interest, regardless of the percentage of ownership, are jointly and severally liable for any breach of this AGREEMENT, and that action by the DEPARTMENT against the PROVIDER may result in action against any or all such individuals in the entity.

15. Provider Revalidation.

15.1 PROVIDER acknowledges that the DEPARTMENT requires all enrolled providers to revalidate enrollment information at least every five years, in accordance with 42 CFR §455.414 and 42 CFR §438.602(b) if applicable. PROVIDER also acknowledges the DEPARTMENT may conduct off-cycle revalidations for certain program integrity purposes as allowed by 42 CFR §455.452 to ensure compliance with these requirements. Upon the DEPARTMENT's request to revalidate its enrollment, the PROVIDER has ninety (90) days from the postmark on the Revalidation Notice to submit the completed enrollment to the DEPARTMENT for approval.

15.2 PROVIDER also acknowledges all information disclosed by the PROVIDER is subject to verification. Any deliberate omission, misrepresentation or falsification of any information contained in the Provider Enrollment Application, this AGREEMENT (if applicable) and Disclosure Statement or contained in any communication supplying information to the DEPARTMENT may be punishable to the full extent allowed under

the law, including but not limited to, revocation of this PROVIDER AGREEMENT, recovery of payments made, and assessment of civil monetary penalties.

16. Breach.

In addition to any breaches specified in other sections of this AGREEMENT, the failure of the PROVIDER to perform any of its obligations hereunder in whole or in part or in a timely or satisfactory manner constitutes a breach. A breach in this AGREEMENT may result in termination, suspension or recoupment of any or all PROVIDER payments and/or assessment of civil monetary penalties.

17. Duration and Termination of Agreement.

17.1 PROVIDER acknowledges this AGREEMENT shall be effective from the date the applicant is enrolled as a PROVIDER or from the date the PROVIDER is approved for continued enrollment and will remain in effect until terminated in writing.

17.2 This AGREEMENT may be terminated by either party, without cause, by giving twenty-eight (28) days notice in writing to the other party except as otherwise provided in this AGREEMENT.

17.2.1 DEPARTMENT's sole obligation, in the event of termination, shall be to pay for SERVICES provided prior to the effective date of the termination that are eligible for reimbursement.

17.3 DEPARTMENT may at its discretion, terminate this AGREEMENT in writing in the event the PROVIDER has failed to submit a claim for reimbursement to Medicaid or its agent within a twenty-four (24) month period.

17.4 DEPARTMENT may terminate this AGREEMENT if judicial interpretation of federal or state laws, regulations, or rules renders fulfillment of this AGREEMENT infeasible or impossible.

17.5 DEPARTMENT shall immediately terminate this AGREEMENT if the PROVIDER's license or certification, required by law or rule, is revoked, not renewed or is otherwise not in effect at the time SERVICE is provided.

17.6 DEPARTMENT may, at its discretion terminate this AGREEMENT if it determines the PROVIDER did not fully and accurately make any disclosure, including but not limited to board actions, or if the PROVIDER failed to notify the DEPARTMENT of any change as specified in "6. Provider Enrollment Process" of this AGREEMENT. All correspondence sent to the mailing or electronic address on file with the DEPARTMENT's fiscal agent shall be deemed to have been received by the PROVIDER.

17.7 DEPARTMENT may, at its discretion, terminate this AGREEMENT in writing when the PROVIDER fails to comply with any applicable regulations, statutes, administrative code, guidance, policy or provision of this AGREEMENT, either immediately or upon such notice as the DEPARTMENT deems appropriate in accordance with IDAPA 16.03.26.022, "Medicaid Plan Benefits" or IDAPA 16.05.07.230, "The Investigation and Enforcement of Fraud, Abuse, and Misconduct."

17.8. PROVIDER understands and agrees its conduct may be subject to additional penalties or sanctions under Idaho Code §§ 56-209h, 56-227, 56-227A, 56-227B, and 56-227E, as amended, IDAPA 16.05.07, "The Investigation and Enforcement of Fraud, Abuse and Misconduct", and 42 CFR Part 438 Managed Care, as applicable and amended. PROVIDER also understands there are federal penalties for false reporting and fraudulent acts committed during the course and scope of this AGREEMENT. Notice of these sanctions shall in no way imply they represent an exclusive or exhaustive list of available actions concerning fraud and abuse.

18. Additional terms.

PROVIDER agrees to abide by any applicable terms if any, as attached and/or any applicable provisions of 42 CFR Part 438 Managed Care, as amended.

19. Construction, Severability, and Venue.

This AGREEMENT shall be governed, construed, and enforced in accordance with the laws and regulations of the state of Idaho and appropriate federal statutes and regulations. The provisions of this AGREEMENT are severable and independent, and if any such provision shall be determined to be unenforceable, in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless, be binding and enforceable. Any action to enforce the provisions of this AGREEMENT shall be brought in State District Court in Ada County, Boise, Idaho.

20. Interpretation.

In the event of inconsistency or ambiguity between the provisions of IDAPA and this AGREEMENT, the provisions of IDAPA shall be determinative of the obligations of the parties unless such inconsistency or ambiguity is the result of changes in federal or state law, in which case such federal or state law shall be determinative of the obligations of the parties. In the event IDAPA is silent with respect to any ambiguity or inconsistency, the AGREEMENT (including Appendices) shall be determinative of the obligations of the parties. In the event that a dispute arises which is not addressed in any of the aforementioned documents, the parties agree to make every reasonable effort to resolve the dispute, in keeping with the objectives of the AGREEMENT and the budgetary and statutory constraints of the DEPARTMENT.

21. Headings. The headings in this AGREEMENT have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this AGREEMENT.