

ATTACHMENT G

SPECIFIED MINIMUM REQUIREMENTS FOR PROVIDER AGREEMENTS

The Contractor shall enter into a written agreement with Network Providers, which shall contain, at a minimum, the following elements:

1. Before Network Providers may be reimbursed for providing Covered Dental Services to Beneficiaries, the Providers must be licensed, credentialed, and eligible to render services in the Medicaid program under applicable State and federal laws, and under the Contractor's credentialing process.
2. The Contractor guarantees that Network Provider reimbursement rates for Medically Necessary Covered Services will equal or exceed the equivalent Arkansas Medicaid fee-for-service rates.
3. Network Providers must cooperate with the Contractor's program integrity activities, including providing access to records as necessary for audits by the Contractor or State entities. The Contractor may suspend payments or terminate the Provider's contract as deemed appropriate pursuant to State and federal laws.
4. Network Providers shall not use any policy or practice that has the effect of discriminating among Beneficiaries or members of the Spend Down Population on the basis of race, color, or national origin, sex, sexual orientation gender identity, or disability.
5. The Contractor and all Network Providers must agree to abide by the prohibition on payments for provider- preventable conditions, as laid out at 42 C.F.R. § 447.26.
7. Network Providers must accept the Contractor's reimbursement as payment in full for Covered Services, and may not receive additional payments from other sources except as otherwise authorized by the State, such as cost-sharing obligations for Beneficiaries or the Spend Down Population. In the event of a disputed payment between the Contractor and a Network Provider, the Network Provider shall not attempt to recover any funds from Beneficiaries or members of the Spend Down Population.
8. Network Providers shall not interfere with the ability of Beneficiaries or members of the Spend Down Population to exercise their rights, as enumerated at 42 C.F.R. § 438.100(b)(2), including the right to:

a. Participate in decisions regarding their health care, including the right to refuse treatment; and

b. Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation, as specified in federal regulations.

9. Network Providers shall comply with applicable State and federal laws, including Title VI of the Civil Rights Act of 1964 as implemented by regulations at 45 CFR part 80; the Age Discrimination Act of 1975 as implemented by regulations at 45 CFR part 91; the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972 (regarding education programs and activities); Titles II and III of the Americans with Disabilities Act; and section 1557 of the Patient Protection and Affordable Care Act.

10. Network Providers shall provide care (including referrals to specialists) in a timely manner to Beneficiaries and members of the Spend Down Population, taking into account the urgency of the medical condition.

11. Network Providers shall deliver services in a culturally competent manner to all Beneficiaries and members of the Spend Down Population, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity.

12. Network Providers shall provide physical access, reasonable accommodations, and accessible equipment for Medicaid enrollees with physical or mental disabilities.

13. Network Providers shall maintain and share, as appropriate, health records for Beneficiaries and members of the Spend Down Population, in accordance with professional standards and applicable State and federal confidentiality protections.

14. The Contractor shall furnish to Network Providers information about the Contractor's grievance and appeal system, pursuant to 42 C.F.R. §§ 438.414, 438.10(g)(2)(xi).

15. Network Providers must retain all records for at least ten (10) years following the termination of their provider agreement with Contractor.