DOCUMENT HISTORY LOG

STATUS[1]	DOCUMENT REVISION[2]	EFFECTIVE DATE	DESCRIPTION[3]
Baseline	n/a	November 15, 2005	Initial version of the Provider Contract Checklist.
Revision	1.1	September 26, 2006	Provider Contract Checklist is revised to include provisions applicable to STAR+PLUS, CHIP Perinatal, and Foster Care Managed Care Organizations. The "MCO Program Type and Contract Reference" columns are revised for all items. Items 1, 11, 21, 23, 33, 34, 41, 42, 50, and 54 are modified.
Revision	1.2	March 1, 2007	Provider Contract Checklist is revised to add provisions applicable to the ICM Program. Contract reference in Item 33 is modified.
Revision	1.3	December 31, 2007	Item 59 is revised to require a THSteps referral from PCPs not enrolled as THSteps providers.
Revision	1.4	September 15, 2008	Item 7, relating to the STAR Health Program, is revised to remove sub-item 2, regarding use of the standardized outcome measurement instrument. Item 8, relating to the STAR Health Program, is revised to require providers to submit Health Passport information in a monthly summary form provided by the MCO, and to add a requirement regarding submission of routine progress evaluations.
Revision	1.5	January 10, 2010	Provider Contract Checklist is revised to include provisions applicable to CHIP Dental

DOCUMENT HISTORY LOG

STATUS[1]	DOCUMENT REVISION[2]	EFFECTIVE DATE	DESCRIPTION[3]
			Program, and delete provisions applicable to the ICM Program.
Revision	1.6	December 1, 2011	Provider Contract Checklist is revised to include provisions applicable to Medicaid Dental Services; update provisions applicable to CHIP MCO, CHIP EPO (renamed CHIP RSA), STAR MCO, STAR+PLUS MCO, and CHIP Dental Services; and delete provisions applicable to the CHIP Perinatal Program. Item 2, “Access to Records” is added. Item 3, “Administrative Requirements” is added. All subsequent items are renumbered. Item 12 is revised to reflect the change in location of the DFPS Psychotropic Medication Utilization Parameters. Item 19, “Claims Payment” is added to meet the requirements of HB3017. Item 20 is added to meet the requirements of 1 Tex. Admin. Code, Chapter 371, Subchapter G. Item 34, “First Dental Home Initiative” is added. Item 37, “Fraud and Abuse” is added. Item 41, is revised to conform to legal citations in the Managed Care contracts. Item 46, “Main Dentists” is added.

DOCUMENT HISTORY LOG

STATUS[1]	DOCUMENT REVISION[2]	EFFECTIVE DATE	DESCRIPTION[3]
			Item 49, "Network Dental Providers" is added. Item 63, is revised for consistency with 28 TAC § 11.901(a)(5).
Revision	2.0	March 1, 2012	Revision 2.0 applies to contracts issued as a result of HHSC RFP numbers 529-12-0002, 529-08-0001, 529-06-0293, 529-10-0020, and 529-12-0003. Item 1, "72-hour Emergency Supply" is added. All subsequent items are renumbered. Item 20, (previously Item 19) "Claims Payment" is removed. Item 30, "DME" is added.
Revision	2.1	September 1, 2013	Contract designators for all CHIP, STAR, and STAR+PLUS references are added. All CHIP RSA references are moved to the CHIP MCO column and the CHIP RSA column is deleted. References for the STAR+PLUS Expansion Contract are added for all applicable items. Items 2, 3, 5, 8, 9, 14, 18, 20, 22, 26, 27, 28, 29, 31, 38, 47, 48, 54, 58, 59, 64, 70, and 71 are revised to update the contract references. Items 2, 6, and 7 are revised to clarify that information and records must be provided "at no cost" to the requestor. Item 12.1, "Cancellation of Product Orders," is added.

DOCUMENT HISTORY LOG

STATUS[1]	DOCUMENT REVISION[2]	EFFECTIVE DATE	DESCRIPTION[3]
			Item 14, "Claims Payment," is modified to clarify the requirements for accessing and producing fee schedules and other information regarding claims payment. Item 19, "Claims Payment," is modified to clarify pharmacy requirements. Item 20.1, "Claims Submission," is added. Item 21, "Complaints and Appeals," is clarified to provide that the contract must include a clear description of the provider complaint and appeals processes. Item 38, "Fraud and Abuse," is modified to remove applicability to CHIP. Item 40, "Insurance," is modified to clarify that the provision does not apply to Nursing Facilities. Item 42, "Laws, Rules, and Regulations," is modified to update the reference to the Immigration and Nationality Act. Item 47, "Marketing," is revised to include a general reference to state and federal laws, rules, and regulations. Item 59, "Primary Care Providers," is revised to reference the Medical Home requirement. Item 63, "Service Coordination," is added. All subsequent items are renumbered.
Revision	2.2	January 15, 2014	Revision 2.2 applies to contracts issued as a result of HHSC RFP numbers 529-12-0002, 529-08-0001, 529-06-0293, 529-10-0020, 529-12-0003, and 529-13-0042.

DOCUMENT HISTORY LOG

STATUS[1]	DOCUMENT REVISION[2]	EFFECTIVE DATE	DESCRIPTION[3]
			Contract references for STAR+PLUS MRSA are added to all applicable items. Item 19, "Claims Payment" is modified to add Nursing Facility requirements. Item 19.1, "Claims Payment – Nursing Facility Services" is added. Item 20.2, "Claims Submission – Nursing Facility Services" is added. Item 20.3, "Claims Submission – Nursing Facility Services" is added. Item 37, "Fraud and Abuse' is modified to clarify requestors for information provided by providers. Item 50.1, "Nursing Facility Providers – Applied Income" is added. Item 50.2, "Nursing Facility Providers – Notice of Adverse Changes in Medical Condition" is added. Item 50.3, "Nursing Facility Providers – MCO Access to Member Information" is added. Item 50.4, "Nursing Facility Providers – Notice of Admission or Discharge," is added. Item 55, "Payment for Services," is modified to add applicability to CHIP Members.
Revision	2.3	May 1, 2014	Item 19, "Claims Payment" is modified to remove Nursing Facility requirements. Item 19.1, "Claims Payment – Nursing Facility Services" is deleted. Item 20.2, "Claims Submission – Nursing Facility Services" is deleted. Item 20.3, "Claims Submission – Nursing Facility Services" is deleted.

DOCUMENT HISTORY LOG

STATUS[1]	DOCUMENT REVISION[2]	EFFECTIVE DATE	DESCRIPTION[3]
			Item 50.1, "Nursing Facility Providers – Applied Income" is deleted. Item 50.2, "Nursing Facility Providers – Notice of Adverse Changes in Medical Condition" is deleted. Item 50.3, "Nursing Facility Providers – MCO Access to Member Information" is deleted. Item 50.4, "Nursing Facility Providers – Notice of Admission or Discharge," is deleted.
Revision	2.4	February 1, 2015	Item 31.1 "Electronic Visit Verification" is added. Item 42.1 "Lead Screening" is added. Item 50, "Network Dental Providers" is modified to conform to the contract requirements. Item 70.1, "Waiting Times for Appointments" is added. Item 72, "Mental Health" is added.

DOCUMENT HISTORY LOG

STATUS[1]	DOCUMENT REVISION[2]	EFFECTIVE DATE	DESCRIPTION[3]
Revision	2.5	November 1, 2015	Revision 2.5 applies to contracts issued as a result of HHSC RFP numbers 529-08-0001, 529-10-0020, 529-12-0002, 529-12-0003, 529-13-0042, 529-13-0071, and 529-15-0001; and to Medicare-Medicaid Plans (MMPs) in the Dual Demonstration. All STAR Health citations are updated for the new contract. "STAR Kids" column and contract citations are added. "Medicare-Medicaid Plans (MMPs) in the Dual Demonstration" column and contract citations are added. "MCO Contract Page" column added for MCOs to include contract page numbers. Item 11 Behavioral Health is clarified. Item 12 Behavioral Health is clarified. Item 13 Coordination between Behavioral Health Services Provider and PCP is clarified. Item 39 Health Passport is removed. Item 54 "Member Communications" is modified to update the contract citations. Item 54.1 "Member Protections" is added. Item 55 "Payment for Services" is modified to remove "or CHIP" and to correct the contract citations. Item 65 "Termination" is clarified.

DOCUMENT HISTORY LOG

STATUS[1]	DOCUMENT REVISION[2]	EFFECTIVE DATE	DESCRIPTION[3]
Revision	2.6	April 5, 2019	Item 3. Access to Records. Section 1.6.3 of the TMPPM requires Medicaid providers, "…to submit original documents, records, and accompanying business records affidavits to representatives of the organizations listed in this section. These records should also be provided to any agents and contractors related to the organization." The purpose of this change is to clarify contract language to match the TMPPM. Item 9 "Behavioral health" is modified to add footnote regarding the end of NorthSTAR. Item 13 "In compliance with SB 74, 85R, HHSC has made changes to MCO contracts to implement better behavioral and physical health integration activities at the MCO level.

[1] Status should be represented as "Baseline" for initial issuances, "Revision" for changes to the Baseline version, and "Cancellation" for withdrawn versions
[2] Revisions should be numbered according to the version of the issuance and sequential numbering of the revision—e.g., "1.2" refers to the first version of the document and the second revision.
[3] Brief description of the changes to the document made in the revision.

Provider Contract Checklist

HHSC designed this checklist to help MCOs and Dental Contractors develop their contracts with Network Providers. Although HHSC has attempted to include all Standard Contract Provisions for Network Providers in this document, MCOs and Dental Contractors are ultimately responsible for ensuring that their Network Provider contracts comply with all applicable requirements of state and federal laws and the applicable HHSC Managed Care Contract. The HHSC Managed Care Contract includes all documents attached to or incorporated by reference into the contract (such as the HHSC Uniform Managed Care Manual).

All Network Provider contracts must be in writing and include the following Standard Contract Provisions. If the Standard Contract Provision is italicized, then the MCO and Dental Contractor may not alter the language. If the Standard Contract Provision is not italicized, then the MCO and Dental Contractor may use either the Standard Contract Provision's language or a substantive equivalent.

Unless otherwise noted, the MCO and Dental Contractor may include the Standard Contract Provisions in either the Network Provider contract or the MCO's or Dental Contractor's Provider Manual. If the MCO or Dental Contractor includes Standard Contract Provisions in its Provider Manual, then the Network Provider contract must clearly state that the Provider Manual, and all amendments to the Provider Manual, are incorporated by reference into the contract.

If a check mark or corresponding contract section appears in the column below the MCO or Dental Program Type, then the Standard Contract Provision applies to the program and must be included in the Network Provider contract or Provider Manual.

This chapter does not apply to Nursing Facility Provider agreements. Refer to UMCM Chapter 8.6, "State-Mandated Requirements for STAR+PLUS Nursing Facility Providers."

All references in the table below to MCO include the managed care organizations and the Dental Contractors as appropriate.

No.	Category	Standard Contract Provision	MCO - Dental Program Type								MCO Contract Page
			CHIP MCO	STAR MCO	STAR+ PLUS MCO	STAR Health MCO	STAR Kids	Dual Demo MMP	Children's Medicaid Dental Contractors	CHIP Dental Contractors	
1.	72-Hour Emergency Supply	Include the following information in the cover letter to the initial Medicaid network pharmacy provider agreement, and all amendments and renewals:	UMCC[1] Att. B-1, § 8.1.21.1 RSA[2] Att. B-1, §	UMCC Att. B-1, § 8.1.21.1	UMCC Att. B-1, § 8.1.21.1 S+P Exp.[3] Att.	Att. B-1, § 8.1.20.2	Att B-1, §8.1.17.2	DDMMP §2.5.7.1.5.9			

[1] UMCC is the Uniform Managed Care Contract.
[2] RSA is the CHIP Rural Service Area Contract.

No.	Category	Standard Contract Provision	MCO - Dental Program Type								MCO Contract Page
			CHIP MCO	STAR MCO	STAR+ PLUS MCO	STAR Health MCO	STAR Kids	Dual Demo MMP	Children's Medicaid Dental Contractors	CHIP Dental Contractors	
		If prior authorization for a medication is not immediately available, a 72-hour emergency supply may be dispensed when the pharmacist on duty recommends it as clinically appropriate and when the medication is needed without delay. *Please consult the Vendor Drug Program Pharmacy Provider Procedures Manual, the Texas Medicaid Provider Procedures Manual, and [insert the name of the MCO's provider manual and chapter and page reference] for information regarding reimbursement for 72-hour emergency supplies of prescription claims. It is important that pharmacies understand the 72-hour emergency supply policy and procedure to assist Medicaid clients.*	8.1.24.1		B-1, § 8.1.42.1 S+P MRSA[4] Att. B-1, § 8.1.16.2						
2.	Access to Records	The Network Provider agrees to provide at no cost to the Texas Health and Human Services Commission (HHSC): 1. all information required under the MCO's managed care contract with HHSC, including but not limited to, the reporting requirements and other information related to the Network Provider's performance of its obligations under the contract; and 2. any information in its possession sufficient to permit HHSC to comply with the federal	UMCC Att. B-1, §8.1.20 RSA Att. B-1, §8.1.20	UMCC Att. B-1, §8.1.20	UMCC Att. B-1, §8.1.20 S+P Exp. Att. B-1, §8.1.20 S+P MRSA Att. B-1, § 8.1.22	Att. B-1, §8.1.26	Att. B-1, §8.1.22	DDMMP §5.4.1.2	Att. B-1, §8.1.14	Att. B-1, §8.1.14	

[3] S+P Exp. is the STAR+PLUS Expansion Contract.
[4] S+P MRSA is the STAR+PLUS Medicaid Rural Service Area (MRSA) Contract.

No.	Category	Standard Contract Provision	MCO - Dental Program Type								MCO Contract Page
			CHIP MCO	STAR MCO	STAR+ PLUS MCO	STAR Health MCO	STAR Kids	Dual Demo MMP	Children's Medicaid Dental Contractors	CHIP Dental Contractors	
		Balanced Budget Act of 1997 or other federal or state laws, rules, and regulations. All information must be provided in accordance with the timelines, definitions, formats, and instructions specified by HHSC.									
3.	Access to Records	The MCO's provider agreement must specify that upon receipt of a record review request from the Health and Human Services Commission Office of Inspector General (OIG) or another state or federal agency authorized to conduct compliance, regulatory, or program integrity functions, a provider must provide, at no cost to the requesting agency, the records requested within three business days of the request. If the OI, or another state or federal agency representative reasonably believes that the requested records are about to be altered or destroyed or that the request may be completed at the time of the request or in less than 24 hours, the provider must provide the records requested at the time of the request or in less than 24 hours. The request for record review includes clinical medical or dental Member records; other records pertaining to the Member; any other records of services provided to Medicaid or other health and human services program recipients and payments made for those services; documents related to diagnosis, treatment, service, lab results, charting; billing records, invoices, documentation of delivery items, equipment, or supplies; radiographs and study models related to orthodontia services; business and	UMCC Att. B-1, §8.1.19 RSA Att. B-1, §8.1.19	UMCC Att. B-1, §8.1.19	UMCC Att. B-1, §8.1.19 S+P Exp. Att. B-1, §8.1.19 S+P MRSA Att. B-1, § 8.1.21	Att. B-1, §8.1.25	Att. B-1, §8.1.21	DDMMP §5.4.1	Att. B-1, §8.1.13	Att. B-1, §8.1.13	

No.	Category	Standard Contract Provision	MCO - Dental Program Type								MCO Contract Page
			CHIP MCO	STAR MCO	STAR+ PLUS MCO	STAR Health MCO	STAR Kids	Dual Demo MMP	Children's Medicaid Dental Contractors	CHIP Dental Contractors	
		accounting records with backup support documentation; statistical documentation; computer records and data; and/or contracts with providers and subcontractors. Failure to produce the records or make the records available for the purpose of reviewing, examining, and securing custody of the records may result in OIG imposing sanctions against the provider as described in 1 TEX. ADMIN. CODE Chapter 371 Subchapter G.									
4.	Administrative Requirements	Updates to contact information. Network Providers must inform both the MCO and HHSC's administrative services contractor of any changes to the Provider's address, telephone number, group affiliation, etc.	UMCM[5] Ch. 3.3	UMCM Ch. 3.3	UMCM Ch. 3.3	UMCM Ch. 3.14	UMCM Ch. 3.34	UMCM Ch. 3.3	UMCM Ch. 3.18	UMCM Ch. 3.18	
5.	Advance Directives	Provider must comply with the requirements of state and federal laws, rules and regulations relating to advance directives.		UMCC Att. B-1, §8.2.11	UMCC Att. B-1, §8.2.11 S+P Exp. Att. B-1, §8.1.32 S+P MRSA Att. B-1, § 8.1.34	Att. B-1, §8.1.34.1	Att. B-1, §8.1.35	DDMMP §5.3.3			
6.	Audit or	The Network Provider agrees to provide at no cost to the following entities or their designees with prompt,	UMCC Att. A,	UMCC Att. A,	UMCC Att. A,	Att. A, §9.02	Att. B-1,	DDMMP	Att. A, §9.02	Att. A, §9.02	

[5] UMCM is the Uniform Managed Care Manual.

No.	Category	Standard Contract Provision	MCO - Dental Program Type								MCO Contract Page
			CHIP MCO	STAR MCO	STAR+ PLUS MCO	STAR Health MCO	STAR Kids	Dual Demo MMP	Children's Medicaid Dental Contractors	CHIP Dental Contractors	
	Investigation	reasonable, and adequate access to the Network Provider contract and any records, books, documents, and papers that are related to the Network Provider contract and/or the Network Provider's performance of its responsibilities under this contract: 1. The United States Department of Health and Human Services or its designee; 2. The Comptroller General of the United States or its designee; 3. MCO Program personnel from HHSC or its designee; 4. The Office of Inspector General; 5. The Medicaid Fraud Control Unit of the Texas Attorney General's Office or its designee; 6. Any independent verification and validation contractor, audit firm, or quality assurance contractor acting on behalf of HHSC; 7. The Office of the State Auditor of Texas or its designee; 8. A State or Federal law enforcement agency; 9. A special or general investigating committee of the Texas Legislature or its designee; and 10. Any other state or federal entity identified by HHSC, or any other entity engaged by HHSC. The Network Provider must provide access wherever it maintains such records, books, documents, and papers. The Network Provider must provide such access in reasonable comfort and provide any furnishings,	§9.02 RSA Att. A, §9.02	§9.02	§9.02 S+P Exp. Att. A, §9.02 S+P MRSA Att. A, § 9.02		§9.02	§2.1.5.1			

No.	Category	Standard Contract Provision	MCO - Dental Program Type								MCO Contract Page
			CHIP MCO	STAR MCO	STAR+ PLUS MCO	STAR Health MCO	STAR Kids	Dual Demo MMP	Children's Medicaid Dental Contractors	CHIP Dental Contractors	
		equipment, and other conveniences deemed reasonably necessary to fulfill the purposes described herein. Requests for access may be for, but are not limited to, the following purposes: 1. examination; 2. audit; 3. investigation; 4. contract administration; 5. the making of copies, excerpts, or transcripts; or 6. any other purpose HHSC deems necessary for contract enforcement or to perform its regulatory functions.									
7.	Audit or Investigation	*[Network Provider] understands and agrees that the acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office ("SAO"), or any successor agency, to conduct an investigation in connection with those funds. [Network Provider] further agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested at no cost.*	UMCC Att. A, §9.04 RSA Att. A, §9.04	UMCC Att. A, §9.04	UMCC Att. A, §9.04 S+P Exp. Att. A, §9.04 S+P MRSA Att. A, § 9.04	Att. A, §9.05	Att. A, §9.05	DDMMP §C.2.1	Att. A, §9.04	Att. A, §9.04	
8.	Behavioral Health	Network Providers who are Primary Care Physicians (PCPs) must have screening and evaluation procedures for detection and treatment of, or referral for, any	UMCC Att. B-1, §8.1.15.4[6]	UMCC Att. B-1, §8.1.15.4	UMCC Att. B-1, §8.1.15.4	Att. B-1, §8.1.17.4	Att. B-1, §8.1.16.3	DDMMP §C.6.3.1			

[6] This requirement applies to a PCP who provides services to CHIP Perinate Newborns. The PCP requirements do not apply to CHIP Perinates.

No.	Category	Standard Contract Provision	MCO - Dental Program Type								MCO Contract Page
			CHIP MCO	STAR MCO	STAR+ PLUS MCO	STAR Health MCO	STAR Kids	Dual Demo MMP	Children's Medicaid Dental Contractors	CHIP Dental Contractors	
		known or suspected behavioral health problems and disorders.	RSA Att. B-1, 8.1.15.4[7]		S+P Exp. Att. B-1, §8.1.15.4 S+P MRSA Att. B-1, § 8.1.15.4						
9.	Behavioral Health	Network Providers who provide inpatient psychiatric services to a Member must schedule the Member for outpatient follow-up or continuing treatment prior to discharge. The outpatient treatment must occur within seven days from the date of discharge. Behavioral health providers must contact Members who have missed appointments within 24 hours to reschedule appointments.	UMCC Att. B-1, §8.1.15.5[8] RSA Att. B-1, 8.1.15.5[9]	UMCC Att. B-1, §8.1.15.5[10]	UMCC Att. B-1, §8.1.15.5[11] S+P Exp. Att. B-1, §8.1.15.5[12] S+P MRSA Att. B-1, § 8.1.15.5	Att. B-1, §8.1.17.5	Att. B-1, §8.1.16.4	DDMMP §C.6.4.3-C.6.4.4			
10.	Behavioral Health	Network Providers who are behavioral health providers must: 1. Submit to the MCO for inclusion into the Health Passport treatment plans and referrals to other providers. 2. Document the outcome measurement scores in the Health Passport.				Att. B-1, §8.1.17					

[7] This requirement applies to a PCP who provides services to CHIP Perinate Newborns. The PCP requirements do not apply to CHIP Perinates.
[8] This requirement applies to a PCP who provides services to CHIP Perinate Newborns. The PCP requirements do not apply to CHIP Perinates.
[9] This requirement applies to a PCP who provides services to CHIP Perinate Newborns. The PCP requirements do not apply to CHIP Perinates.
[10] This requirement does not apply to STAR HMOs in the Dallas SA, whose Members receive Behavioral Health Services through the NorthSTAR Program.
[11] This requirement does not apply to STAR+PLUS MCOs in the Dallas SA, whose Members receive Behavioral Health Services through the NorthSTAR Program.
[12] This requirement does not apply to STAR+PLUS MCOs in the Dallas SA, whose Members receive Behavioral Health Services through the NorthSTAR Program.

No.	Category	Standard Contract Provision	MCO - Dental Program Type								MCO Contract Page
			CHIP MCO	STAR MCO	STAR+ PLUS MCO	STAR Health MCO	STAR Kids	Dual Demo MMP	Children's Medicaid Dental Contractors	CHIP Dental Contractors	
		3. Function as a member of the PCP Team by coordinating with the PCP and Service Manager as appropriate. 4. Testify in court as needed for child protection litigation.									
11.	Behavioral Health	Network Providers who are behavioral health providers must provide a monthly summary form, to be provided by the MCO. The following information must be included in the monthly summary form for the Health Passport: 1. Primary and secondary (if present) diagnosis. 2. Assessment information, including results of a mental status exam. 3. Brief narrative summary of the Member's clinical visits/progress. 4. Scores on each outcome rating form(s). 5. Referrals to other providers or community resources. 6. Referrals to other providers or community resources. 7. Evaluations of each Member's progress at intake, monthly, and at termination of the Health Care Service Plan, or as significant				Att. B-1, §8.1.12 and §8.1.17					

No.	Category	Standard Contract Provision	MCO - Dental Program Type								MCO Contract Page
			CHIP MCO	STAR MCO	STAR+ PLUS MCO	STAR Health MCO	STAR Kids	Dual Demo MMP	Children's Medicaid Dental Contractors	CHIP Dental Contractors	
		changes are made in the treatment plan. 8. Any other relevant care information.									
12.	Behavioral Health	Network Providers who are Primary Care Providers (PCPs) must use the Texas Health Steps BH forms, at a minimum, for detection and treatment of, or referral for, any known or suspected behavioral health problems and disorders, including possible substance abuse or chemical dependency. The PCP must submit completed Texas Health Steps screening and evaluation results to the MCO to include in the Health Passport.				Att. B-1, §8.1.17					
12.1	Cancellation of Product Orders	A Network Provider that offers delivery services for covered products, such as durable medical equipment (DME), limited home health supplies (LHHS), or outpatient drugs or biological products must reduce, cancel, or stop delivery if the Member or the Member's authorized representative submits an oral or written request. The Network Provider must maintain records documenting the request.	UMCC Att. B-1, §8.1.27 RSA Att. B-1, §8.1.27	UMCC Att. B-1, §8.1.27	UMCC Att. B-1, §8.1.27 S+P Exp. Att. B-1, §8.1.44 S+P MRSA Att. B-1, § 8.1.16.7	Att. B-1, §8.1.21	Att. B-1, §8.1.17.17				
13.	Behavioral Health	All behavioral and physical health providers (including PCPs, OB/GYNs, internists, and other relevant provider types) must share amongst each other clinical information regarding Members with co-occurring behavioral and physical health conditions, to the extent allowed by federal law.	UMCC 16.7.2. 7.2.3	UMCC 16.7.2. 7.2.3	UMCC 16.7.2. 7.2.3	UMCC 16.7.2. 7.2.3	UMCC 16.7.2. 7.2.3	UMCC 16.7.2. 7.2.3	UMCC 16.7.2. 7.2.3	UMCC 16.7.2. 7.2.3	

No.	Category	Standard Contract Provision	MCO - Dental Program Type								MCO Contract Page
			CHIP MCO	STAR MCO	STAR+ PLUS MCO	STAR Health MCO	STAR Kids	Dual Demo MMP	Children's Medicaid Dental Contractors	CHIP Dental Contractors	
14.	Coordination between Behavioral Health Services Provider and PCP	Network Provider must comply with the most recent version of the *Psychotropic Medication Utilization Parameters for Foster Children* found at http://www.dfps.state.tx.us/Child_Protection/Medical_Services/guide-psychotropic.asp.				Att. B-1, §8.1.17.4					
15.	Claims Payment	The payment methodology applicable to this Network Provider contract is: **[Note: Here, the MCO must provide a complete description of the payment methodology or payment amounts.]** If the methodology refers to a fee schedule that is not attached to the contract, then the MCO must comply with the following requirement. If the basis of the fee schedule is information: 1) outside of the MCO's control, such as the Texas Medicaid fee schedule, then the contract must clearly identify the source of information. The contract must include the procedure by which the Provider may readily access the source of information electronically, telephonically, or as otherwise agreed by the parties; or 2) within the MCO's control, then the contract must	UMCC Att. B-1, §§8.1.4.8 & 8.1.18.5 RSA Att. B-1, §§8.1.4.8 & 8.1.18.5	UMCC Att. B-1, §§8.1.4.8 & 8.1.18.5	UMCC Att. B-1, §§8.1.4.8 & 8.1.18.5 S+P Exp. Att. B-1, §§8.1.4.8 & 8.1.18.5 S+P MRSA Att. B-1, §§ 8.1.4.8 & 8.1.20.5	Att. B-1, §§8.1.4 & 8.1.24.5	Att. B-1, §8.1.20.5	DDMMP §2.7.4.1	Att. B-1, §§8.1.5.9 & 8.1.12.5	Att. B-1, §§8.1.5.9 & 8.1.12.5	

No.	Category	Standard Contract Provision	MCO - Dental Program Type								MCO Contract Page
			CHIP MCO	STAR MCO	STAR+ PLUS MCO	STAR Health MCO	STAR Kids	Dual Demo MMP	Children's Medicaid Dental Contractors	CHIP Dental Contractors	
		include a toll-free number or electronic address for requesting an electronic or hard copy of the fee schedule. The contract must state that the MCO will provide a copy of the fee schedule, and all information necessary to determine the amount of compensation no later than 10 business days after receipt. For purposes of this requirement, the term "all information necessary" to determine compensation has the meaning assigned in 28 Tex. Admin. Code § 11.901(a)(11). The MCO cannot charge Network Providers fees for accessing or obtaining copies of fee schedules or other information regarding claims payment.									
16.	Claims Payment	In order to submit a clean claim, Network Provider must provide the following information with the claim: **[NOTE: Here, the MCO must include a complete listing of all required information. Include claims coding and processing guidelines for the applicable provider type.]**	UMCC Att. B-1, §8.1.18.5 RSA Att. B-1, §8.1.18.5	UMCC Att. B-1, §8.1.18.5	UMCC Att. B-1, §8.1.18.5 S+P Exp. Att. B-1, §8.1.18.5 S+P MRSA Att. B-1, § 8.1.20.5	Att. B-1, §8.1.24.5	Att. B-1, §8.1.20.5	DDMMP §§5.1.9.6 and 2.17.3.2	Att. B-1, §8.1.12.5	Att. B-1, §8.1.12.5	
17.	Claims Payment	MCO will provide the Network Provider at least 90 Days' notice prior to implementing a change in the above-referenced claims guidelines, unless the change is required by statute or regulation in a shorter timeframe.	UMCC Att. B-1, §8.1.18.5 RSA Att. B-1, §8.1.18.5	UMCC Att. B-1, §8.1.18.5	UMCC Att. B-1, §8.1.18.5 S+P Exp. Att. B-1, §8.1.18.5 S+P MRSA Att. B-1, § 8.1.20.5	Att. B-1, §8.1.24.5	Att. B-1, §8.1.20.5	DDMMP §2.7.5.8	Att. B-1, §8.1.12.5	Att. B-1, §8.1.12.5	

No.	Category	Standard Contract Provision	MCO - Dental Program Type								MCO Contract Page
			CHIP MCO	STAR MCO	STAR+ PLUS MCO	STAR Health MCO	STAR Kids	Dual Demo MMP	Children's Medicaid Dental Contractors	CHIP Dental Contractors	
18.	Claims Payment	Network Providers must submit claims for processing or adjudication to the following entity/entities: **[NOTE: Here, the MCO must provide a complete list of all entities to whom the Network Providers must submit claims. The list must include the name of the entity, the address to which claims must be sent, an explanation for determination of the correct claims payer based on services rendered, and a phone number the Provider may call to make claims inquiries.]**	UMCC Att. B-1, §8.1.18.5 RSA Att. B-1, §8.1.18.5	UMCC Att. B-1, §8.1.18.5	UMCC Att. B-1, §8.1.18.5 S+P Exp. Att. B-1, §8.1.18.5 S+P MRSA Att. B-1, § 8.1.20.5	Att. B-1, §8.1.24.5	Att. B-1, §8.1.20.5	DDMMP §2.7.4.1	Att. B-1, §8.1.12.5	Att. B-1, §8.1.12.5	
19.	Claims Payment	The MCO must notify Network Providers in writing of any changes in the list of claims processing or adjudication entities at least 30 Days prior to the effective date of change. If the MCO is unable to provide 30 Days notice, the MCO must give Network Providers a 30-Day extension on their claims filing deadline to ensure claims are routed to the correct processing center.	UMCC Att. B-1, §8.1.18.5 RSA Att. B-1, §8.1.18.5	UMCC Att. B-1, §8.1.18.5	UMCC Att. B-1, §8.1.18.5 S+P Exp. Att. B-1, §8.1.18.5 S+P MRSA Att. B-1, § 8.1.20.5	Att. B-1, §8.1.24.5	Att. B-1, §8.1.20.5	DDMMP C6.1.15	✓	✓	
20.	Clean Claims Payment	The MCO shall adjudicate (finalize as paid or denied adjudicated) clean claims for: (1) healthcare services within 30 Days from the date the claim is received by the MCO; (2) pharmacy services no later than 18 Days of receipt if submitted electronically, or 21 Days of receipt if submitted non-electronically;	UMCC Att. B-1, §8.1.18.5 RSA Att. B-1, §8.1.18.5	UMCC Att. B-1, §8.1.18.5	UMCC Att. B-1, §8.1.18.5 S+P Exp. Att. B-1, §8.1.18.5 S+P MRSA Att. B-1, § 8.1.20.5	Att. B-1, §8.1.24.5	Att. B-1, §8.1.20.5	DDMMP §§5.1.9.3-5.1.9.4	Att. B-1, §8.1.12.5	Att. B-1, §8.1.12.5	

No.	Category	Standard Contract Provision	MCO - Dental Program Type								MCO Contract Page
			CHIP MCO	STAR MCO	STAR+ PLUS MCO	STAR Health MCO	STAR Kids	Dual Demo MMP	Children's Medicaid Dental Contractors	CHIP Dental Contractors	
		The MCO will pay Network Providers interest at a rate of 18% per annum on all clean claims that are not adjudicated within 30 Days.									
21.	Claims Payment	The MCO's provider agreement must specify that program violations arising out of performance of the contract are subject to administrative enforcement by the Health and Human Services Commission Office of Inspector General (OIG) as specified in 1 Tex. Admin. Code, Chapter 371, Subchapter G.	UMCC Att. B-1, §8.1.18.5 RSA Att. B-1, §8.1.18.5	UMCC Att. B-1, §8.1.18.5	UMCC Att. B-1, §8.1.18.5 S+P Exp. Att. B-1, §8.1.18.5 S+P MRSA Att. B-1, § 8.1.20.5	Att. B-1, §8.1.24.5	Att. B-1, §8.1.20.5	DDMMP §§2.1.4.4, 2.1.5.8, and C.6.6	Att. B-1, §8.1.5.2	Att. B-1, §8.1.5.2	
20.1	Claims Submission	Network Providers must comply with the requirements of Texas Government Code § 531.024161, regarding the submission of claims involving supervised providers.	UMCC Att. B-1, §8.1.18.1 RSA Att. B-1, §8.1.18.1	UMCC Att. B-1, §8.1.18.1	UMCC Att. B-1, §8.1.18.1 S+P Exp. Att. B-1, 8.1.18.1 S+P MRSA Att. B-1, § 8.1.20.1	Att. B-1, §8.1.24.1	Att. B-1, §8.1.20.1	DDMMP §2.18.1.8	Att. B-1, §8.1.12.1	Att. B-1, §8.1.12.1	
22.	Complaints and Appeals	The following complaint and appeal processes apply to the Network Provider contracts: **[Note: Here, the MCO should include a clear description of its Provider complaint and appeal processes. The processes must comply with the requirements of the HHSC Managed Care Contract, and must be the same for all Providers in a particular HMO Program. In addition, for Medicaid Program providers, the processes must**	UMCC Att. B-1, §8.4.1 RSA Att. B-1, §8.1.4.10	UMCC Att. B-1, § 8.2.4	UMCC Att. B-1, §8.2.4 S+P Exp. Att. B-1, §8.1.25 S+P MRSA Att. B-1, § 8.1.27	Att. B-1, §8.1.31	Att. B-1, §8.1.27	DDMMP §2.7.6.6.4.1	Att. B-1, §8.2.3	Att. B-1, §8.3.1	

No.	Category	Standard Contract Provision	MCO - Dental Program Type								MCO Contract Page
			CHIP MCO	STAR MCO	STAR+ PLUS MCO	STAR Health MCO	STAR Kids	Dual Demo MMP	Children's Medicaid Dental Contractors	CHIP Dental Contractors	
		comply with the requirements of 42 C.F.R. § 438.414. For CHIP providers, the processes must comply with the requirements of Chapter 843, Subchapter G of the Texas Insurance Code.]									
23.	Complaints and Appeals	The Network Provider understands and agrees that HHSC reserves the right and retains the authority to make reasonable inquiry and to conduct investigations into Provider and Member complaints.	✓	✓	✓	✓	✓	✓	✓	✓	
24.	Confidentiality	Network Provider must treat all information that is obtained through the performance of the services included in this Network Provider contract as confidential information to the extent that confidential treatment is provided under state and federal laws, rules, and regulations. This includes, but is not limited to, information relating to applicants or recipients of HHSC Programs.	UMCC Att. A, §11.01(a) RSA Att. A, §11.01(a)	UMCC Att. A, §11.01(a)	UMCC Att. A, §11.01(a) S+P Exp. Att. A, §11.01(a) S+P MRSA Att. A, § 11.01(a)	Att. A, §11.01(a)	Att. A, §11.01 (a)	DDMMP §§5.2, C.3.6, and C.6.1.5	Att. A, §11.01(a)	Att. A, §11.01(a)	
25.	Confidentiality	Network Provider may not use information obtained through the performance of this Network Provider contract in any manner except as is necessary for the proper discharge of obligations and securing of rights under this contract.	UMCC Att. A, §11.01(c) RSA Att. A, §11.01(c)	UMCC Att. A, §11.01(c)	UMCC Att. A, §11.01(c) S+P Exp. Att. A, §11.01(c) S+P MRSA Att. A, § 11.01(c)	Att. A, §11.01(c)	Att. A, §11.01 (c)	DDMMP §§5.2, C.3.6, and C.6.1.5	Att. A, §11.01(c)	Att. A, §11.01(c)	
26.	Confidentiality – HIPAA	Network Provider shall protect the confidentiality of Member Protected Health Information (PHI), including patient records. Network Providers must	UMCC Att. A, §§7.02, 7.07,	UMCC Att. A, §§7.02, 7.07, 11.01, &	UMCC Att. A, §§7.02, 7.07, 11.01, &	Att. A, §§7.02, 7.06, 11.01, &	Att. A, §§7.02, 7.06, 11.01, &	DDMMP §§5.2, C.3.6, and	Att. A, §§7.02, 7.07, 11.01, &	Att. A, §§7.02, 7.07, 11.01, &	

No.	Category	Standard Contract Provision	MCO - Dental Program Type								MCO Contract Page
			CHIP MCO	STAR MCO	STAR+ PLUS MCO	STAR Health MCO	STAR Kids	Dual Demo MMP	Children's Medicaid Dental Contractors	CHIP Dental Contractors	
		comply with all applicable Federal and State laws, including the HIPAA Privacy and Security Rule governing the use and disclosure of protected health information.	11.01, & 11.03(a) RSA Att. A, §§7.02, 7.07, 11.01, & 11.03(a)	11.03(a)	11.03(a) S+P Exp. Att. A, §§7.02, 7.07, 11.01, & 11.03(a) S+P MRSA Att. A, §§7.02, 7.06, 11.01, & 11.03(a)	11.03(a)	11.03 (a)	C.6.1.5	11.03(a)	11.03(a)	
27.	Co-payments and Deductibles	The Network Provider is responsible for collecting at the time of service any applicable CHIP copayments or deductibles in accordance with CHIP cost-sharing limitations.	UMCC Att. B-1, §8.1.23[13] RSA Att. A, §10.11[14] Att. B-1, 8.1.25							Att. B-1 ~~A~~, §8.1.16.1[15]	
28.	Co-payments and Deductibles	Network Providers shall not charge: 1. cost-sharing or deductibles to CHIP Members of Native American Tribes or Alaskan Natives; 2. copayments or deductibles to a CHIP Member with an ID card that indicates the Member has	UMCC Att. B-1, §8.1.23[16] RSA Att. A, §10.11[17] Att. B-1, 8.1.25							Att. A, §10.10, Att. B-1 §8.1.16	

[13] Co-payments and deductibles do not apply to CHIP Perinates and CHIP Perinate Newborns.
[14] Co-payments and deductibles do not apply to CHIP Perinates and CHIP Perinate Newborns.
[15] Co-payments and deductibles do not apply to CHIP Perinate Newborns.
[16] Co-payments and deductibles do not apply to CHIP Perinates and CHIP Perinate Newborns.
[17] Co-payments and deductibles do not apply to CHIP Perinates and CHIP Perinate Newborns.

No.	Category	Standard Contract Provision	MCO - Dental Program Type								MCO Contract Page
			CHIP MCO	STAR MCO	STAR+ PLUS MCO	STAR Health MCO	STAR Kids	Dual Demo MMP	Children's Medicaid Dental Contractors	CHIP Dental Contractors	
		met his or her cost-sharing obligation for the balance of their term of coverage; 3. copayments for well-child or well-baby visits or immunizations (CHIP MCO and CHIP RSA); or 4. copayments for routine preventive and diagnostic dental services (CHIP Dental).									
29.	Co-payments	Copayments are the only amounts that Network Providers may collect from CHIP Members, except for costs associated with unauthorized non-emergency services provided to a Member by out-of-network providers for non-covered services.	UMCC Att. B-1, §8.1.23[18] RSA Att. A, §10.11[19] Att. B-1, 8.1.25							Att. B-1, §8.1.16[20]	
30.	Costs of Non-covered Services	The Network Providers must inform Members of the costs for non-covered services prior to rendering such services and must obtain a signed private pay form from such a Member.	UMCC Att. B-1, §8.1.23 RSA Att. A, §10.11(a)(7)	UMCC Att. B-1, §8.1.23	UMCC Att. B-1, §8.1.23 S+P Exp. Att. A, §10.10 S+P MRSA Att. A, § 10.10	Att. A, §10.09	Att. A, §10.09	DDMMP §2.4.2	Att. A, §10.10(b)	Att. A, §10.10(b)	
31.	DME	Include the following information in the cover letter to the initial Medicaid network pharmacy provider		UMCC Att. B-1, §8.1.21	UMCC Att. B-1, §8.1.21	Att. B-1, §8.1.20	Att. B-1, §8.1.17	DDMMP §2.7.6.6.5			

[18] Co-payments and deductibles do not apply to CHIP Perinates and CHIP Perinate Newborns.
[19] Co-payments and deductibles do not apply to CHIP Perinates and CHIP Perinate Newborns.
[20] Co-payments and deductibles do not apply to CHIP Perinate Newborns.

No.	Category	Standard Contract Provision	MCO - Dental Program Type								MCO Contract Page
			CHIP MCO	STAR MCO	STAR+ PLUS MCO	STAR Health MCO	STAR Kids	Dual Demo MMP	Children's Medicaid Dental Contractors	CHIP Dental Contractors	
		agreement, and all amendments and renewals: *Please consult the Texas Medicaid Provider Procedures Manual, Durable Medical Equipment (DME) and Comprehensive Care Program (CCP) sections, and [insert the name of the MCO's provider manual and chapter and/or page reference] for information regarding the scope of coverage of durable medical equipment (DME) and other products commonly found in a pharmacy. For qualified children, this includes medically necessary over-the-counter drugs, diapers, disposable/expendable medical supplies, and some nutritional products. It also includes medically necessary nebulizers, ostomy supplies or bed pans, and other supplies and equipment for all qualified Members. [Insert MCO's name] encourages your pharmacy's participation in providing these items to Medicaid clients.*			S+P Exp. Att. B-1, §8.1.42 S+P MRSA Att. B-1, §8.1.16						
32.	Early Childhood Intervention (ECI)	Network Providers must cooperate and coordinate with local ECI programs to comply with federal and state requirements relating to the development, review and evaluation of Individual Family Service Plans (IFSP). Network Provider understands and agrees that any Medically Necessary Health and Behavioral Health Services contained in an IFSP must be provided to the Member in the amount, duration, scope, and service setting established in the IFSP.	UMCC Att. B-1, §8.1.9 RSA Att. B-1, §8.1.9	UMCC Att. B-1, §8.1.9	UMCC Att. B-1, §8.1.9 S+P Exp. Att. B-1, §8.1.9 S+P MRSA Att. B-1, § 8.1.9	Att. B-1, §8.1.9	Att. B-1, §8.1.10				
31.1	Electronic Visit	Network Providers using the EVV system must maintain compliance with HHSC minimum standards			UMCC Att. B-1,	Att. B-1,	Att. B-1,	DDMMP			

No.	Category	Standard Contract Provision	MCO - Dental Program Type								MCO Contract Page
			CHIP MCO	STAR MCO	STAR+ PLUS MCO	STAR Health MCO	STAR Kids	Dual Demo MMP	Children's Medicaid Dental Contractors	CHIP Dental Contractors	
	Verification	detailed in UMCM, Chapter 8.7, Section IX.			§8.2.17 S+P Exp. Att. B-1, §8.1.33.3 S+P MRSA Att. B-1, §8.1.35.3	§8.1.37	§8.1.36.1	§2.1.4.6			
33.	Family Planning	If a Member requests contraceptive services or family planning services, the Network Providers must also provide the Member counseling and education about family planning and available family planning services.		UMCC Att. B-1, §8.2.2.2	UMCC Att. B-1, §8.2.2.2 S+P Exp. Att. B-1, §8.1.22.2 S+P MRSA Att. B-1, § 8.1.24.2	Att. B-1, §8.1.28.2	Att. B-1, §8.1.24.2	DDMMP §2.8.2.1.4			
34.	Family Planning	Network Providers cannot require parental consent for Members who are minors to receive family planning services.		UMCC Att. B-1, §8.2.2.2	UMCC Att. B-1, §8.2.2.2 S+P Exp. Att. B-1, §8.1.22.2 S+P MRSA Att. B-1, § 8.1.24.2	Att. B-1, §8.1.28.2	Att. B-1, §8.1.24.2				
35.	Family Planning	Network Provides must comply with state and federal laws and regulations governing Member confidentiality (including minors) when providing information on family planning services to Members.		UMCC Att. B-1, §8.2.2.2	UMCC Att. B-1, §8.2.2.2 S+P Exp. Att. B-1, §8.1.22.2 S+P MRSA Att.	Att. B-1, §8.1.28.2	Att. B-1, §8.1.24.2	DDMMP §2.8.2.1.4			

No.	Category	Standard Contract Provision	MCO - Dental Program Type								MCO Contract Page
			CHIP MCO	STAR MCO	STAR+ PLUS MCO	STAR Health MCO	STAR Kids	Dual Demo MMP	Children's Medicaid Dental Contractors	CHIP Dental Contractors	
					B-1, § 8.1.24.2						
36.	First Dental Home Initiative	[For contracts with First Dental Home Initiative Provider] The Network Provider certifies that he or she has completed the training and registration requirements for Texas Health Steps First Dental Home Initiative providers.				Att. B-1, §8.1.18.1			Att. B-1, §8.1.4.5		
37.	Fraud and Abuse	The Network Provider understands and agrees to the following: 1. HHSC Office of Inspector General ("OIG") and/or the Texas Medicaid Fraud Control Unit must be allowed to conduct private interviews of Network Providers and their employees, agents, contractors, and patients; 2. requests for information from such entities must be complied with, in the form and language requested; 3. Network Providers and their employees, agents, and contractors must cooperate fully with such entities in making themselves available in person for interviews, consultation, grand jury proceedings, pre-trial conference, hearings, trials and in any other process, including investigations at the Network Provider's own expense; and	UMCC Att. A, Art. 9; Att. B-1, §8.1.19 RSA Att. A, Art. 9; Att. B-1, §8.1.19	UMCC Att. A, Art. 9; Att. B-1, §8.1.19	UMCC Att. A, Art. 9; Att. B-1, §8.1.19 S+P Exp. Att. A, Art. 9; Att. B-1, §8.1.19 S+P MRSA Att. A, Art. 9;Att. B-1, § 8.1.21	Att. A, Art. 9; Att. B-1, §8.1.25	Att. A, Art. 9; Att. B-1, §8.1.21	DDMMP §§2.1.5 and C.6.6	Att. A, Art. 9; Att. B-1, §8.1.13	Att. A, Art. 9; Att. B-1, §8.1.13	

No.	Category	Standard Contract Provision	MCO - Dental Program Type								MCO Contract Page
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		4. compliance with these requirements will be at the [Network Provider's] own expense.									
38.	Fraud and Abuse	The Network Provider understands and agrees to the following: 1. Network Providers are subject to all state and federal laws and regulations relating to fraud, abuse or waste in health care or dental care and the Medicaid and/or CHIP Programs, as applicable; 2. Network Providers must cooperate and assist HHSC and any state or federal agency that is charged with the duty of identifying, investigating, sanctioning or prosecuting suspected fraud, abuse or waste; 3. Network Providers must provide originals and/or copies of any and all information as requested by HHSC or the state or federal agency, allow access to premises, and provide records to the Office of Inspector General, HHSC, the Centers for Medicare and Medicaid Services (CMS), the U.S. Department of Health and Human Services, FBI, TDI, the Texas Attorney General's Medicaid Fraud Control Unit or other unit of state or federal government, upon request, and free-of-charge; 4. If the Network Provider places required records in another legal entity's records, such as a	UMCC Att. A, Art. 9; Att. B-1, §8.1.19 RSA Att. A, Art. 9; Att. B-1, §8.1.19	UMCC Att. A, Art. 9; Att. B-1, §8.1.19	UMCC Att. A, Art. 9; Att. B-1, §8.1.19 S+P Exp. Att. A, Art. 9; Att. B-1, §8.1.19 S+P MRSA Att. A, Art. 9;Att. B-1, § 8.1.21	Att. A, Art. 9; Att. B-1, §8.1.25	Att. A, Art. 9; Att. B-1, §8.1.21	DDMMP §§2.1.5 and C.6.6	Att. A, Art. 9; Att. B-1, §8.1.13	Att. A, Art. 9; Att. B-1, §8.1.13	

No.	Category	Standard Contract Provision	MCO - Dental Program Type								MCO Contract Page
			CHIP MCO	STAR MCO	STAR+ PLUS MCO	STAR Health MCO	STAR Kids	Dual Demo MMP	Children's Medicaid Dental Contractors	CHIP Dental Contractors	
		hospital, the Network Provider is responsible for obtaining a copy of these records for use by the above-named entities or their representatives; and 5. Network Providers must report any suspected fraud or abuse including any suspected fraud and abuse committed by the MCO or a Member to the HHSC Office of Inspector General.									
39.	Fraud and Abuse	If the Network Provider receives annual Medicaid payments of at least $5 million (cumulative, from all sources), the Network Provider must: 1. Establish written policies for all employees, managers, officers, contractors, subcontractors, and agents of the Network Provider. The policies must provide detailed information about the False Claims Act, administrative remedies for false claims and statements, any state laws about civil or criminal penalties for false claims, and whistleblower protections under such laws, as described in Section 1902(a)(68)(A) of the Social Security Act. 2. Include as part of such written policies detailed provisions regarding the Network Provider's policies and procedures for detecting and preventing Fraud, Waste, and Abuse. 3. Include in any employee handbook a specific discussion of the laws described in Section 1902(a)(68)(A) of the Social Security Act, the		UMCC Att. A, Art. 9; Att. B-1, §8.1.19	UMCC Att. A, Art. 9; Att. B-1, §8.1.19 S+P Exp. Att. A, Art. 9; Att. B-1, §8.1.19 S+P MRSA Att. A, Art. 9;Att. B-1, § 8.1.21	Att. A, Art. 9; Att. B-1, §8.1.25	Att. A, Art. 9; Att. B-1, §8.1.21	DDMMP §§2.1.5, 2.1.5.9, and C.6.6	Att. A, Art. 9; Att. B-1, §8.1.13		

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			CHIP MCO	STAR MCO	STAR+ PLUS MCO	STAR Health MCO	STAR Kids	Dual Demo MMP	Children's Medicaid Dental Contractors	CHIP Dental Contractors	
		rights of employees to be protected as whistleblowers, and the Provider's policies and procedures for detecting and preventing Fraud, Waste, and Abuse.									
40.	Insurance	Network Provider shall maintain, during the term of the Network Provider contract, Professional Liability Insurance of $100,000 per occurrence and $300,000 in the aggregate, or the limits required by the hospital at which Network Provider has admitting privileges. **[NOTE: This provision will not apply if the Network Provider is a state or federal unit of government, or a municipality, that is required to comply with, and is subject to, the provisions of the Texas and/or Federal Tort Claims Act. This provision also will not apply to Nursing Facilities.]**	UMCC Att. A, §17.01(b) RSA Att. A, §17.01(b)	UMCC Att. A, §17.01(b)	UMCC Att. A, §17.01(b) S+P Exp. Att. A, §17.01(b) S+P MRSA Att. A, §17.01(b)	Att. A, §17.01(b)	Att. A, §17.01 (b)	DDMMP §4.9.2.1	Att. A, §17.01(b)	Att. A, §17.01(b)	
41.	Laws, Rules, and Regulations	The Network Provider understands and agrees that it is subject to all state and federal laws, rules, regulations, waivers, policies and guidelines, and court-ordered consent decrees, settlement agreements, or other court orders that apply to the Network Provider Contract and the MCO's managed care contract with HHSC, the HMO Program, and all persons or entities receiving state and federal funds. The Network Provider understands and agrees that Att. B-1, §any violation by a provider of a state or federal law relating to the delivery of services pursuant to this Network Provider contract, or any violation of the MCO's contract with HHSC could result in liability for money damages,	UMCC Att. A, §7.02 RSA Att. A, §7.02	UMCC Att. A, §7.02	UMCC Att. A, §7.02 S+P Exp. Att. A, §7.02 S+P MRSA Att. A, §7.02	Att. A, §7.02	Att. A, §7.02	DDMMP Appendix C	Att. A, §7.02	Att. A, §7.02	

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		and/or civil or criminal penalties and sanctions under state and/or federal law.									
42.	Laws, Rules, and Regulations	The Network Provider understands and agrees that the following laws, rules, and regulations, and all subsequent amendments or modifications, apply to the Network Provider contract: 1. environmental protection laws: a. Pro-Children Act of 1994 (20 U.S.C. §6081 *et seq.*) regarding the provision of a smoke-free workplace and promoting the non-use of all tobacco products; b. National Environmental Policy Act of 1969 (42 U.S.C. §4321 *et seq.*) and Executive Order 11514 ("Protection and Enhancement of Environmental Quality") relating to the institution of environmental quality control measures; c. Clean Air Act and Water Pollution Control Act regulations (Executive Order 11738, "Providing for Administration of the Clean Air Act and Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, and Loans"); d. State Clean Air Implementation Plan (42 U.S.C. §740 *et seq.*) regarding conformity of federal actions to State Implementation Plans	UMCC Att. A, §§7.04-7.07 RSA Att. A, §§7.04-7.07	UMCC Att. A, §§7.04-7.07	UMCC Att. A, §§7.04-7.07 S+P Exp. Att. A, §§7.04-7.07 S+P MRSA Att. A, §§7.04-7.07	Att. A, §§7.04-7.06	Att. A, §§7.04 - 7.06	DDMMP Appendix C	Att. A, §§7.04-7.07	Att. A, §§7.04-7.07	

No.	Category	Standard Contract Provision	MCO - Dental Program Type								MCO Contract Page
			CHIP MCO	STAR MCO	STAR+ PLUS MCO	STAR Health MCO	STAR Kids	Dual Demo MMP	Children's Medicaid Dental Contractors	CHIP Dental Contractors	
		under §176(c) of the Clean Air Act; and e. Safe Drinking Water Act of 1974 (21 U.S.C. §349; 42 U.S.C. §300f to 300j-9) relating to the protection of underground sources of drinking water; 2. state and federal anti-discrimination laws: a. Title VI of the Civil Rights Act of 1964, (42 U.S.C. §2000d *et seq.*) and as applicable 45 C.F.R. Part 80 or 7 C.F.R. Part 15; b. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*); c. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107); d. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688); e. Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*); f. Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16; and g. the HHS agency's administrative rules, as set forth in the Texas Administrative Code, to the									

No.	Category	Standard Contract Provision	MCO - Dental Program Type								MCO Contract Page
			CHIP MCO	STAR MCO	STAR+ PLUS MCO	STAR Health MCO	STAR Kids	Dual Demo MMP	Children's Medicaid Dental Contractors	CHIP Dental Contractors	
		extent applicable to this Agreement. 3. The Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments; 4. the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law 104-191), and 5. the Health Information Technology for Economic and Clinical Health Act (HITECH Act) at 42 U.S.C. 17931 *et.seq*.									
42.1	Lead Screening	In accordance with Texas Health & Safety Code Chapter 88 and related rules at 25 Tex. Admin. Code Chapter 37, Subchapter Q, Providers must (1) report all blood lead results to the Childhood Lead Poisoning Program (if not performed at the DSHS state laboratory) and (2) follow-up on suspected or confirmed cases of childhood lead exposure with the Childhood Lead Poisoning Prevention Program, and follow the Centers for Disease Control and Prevention guidelines for testing children for lead and follow-up actions for children with elevated lead levels located at http://www.dshs.state.tx.us/lead/pdf_files/pb_109_physician_reference.pdf.		UMCC Att. B-1, § 8.2.2.3.1 and § 8.2.10	UMCC Att. B-1, § 8.2.2.3.1 and § 8.2.10 S+P Exp. Att. B-1, §8.1.22.3.1 and § 8.1.31 S+P MRSA Att. B-1, § 8.1.24.3.1 and § 8.1.33	Att. B-1, § 8.1.28.3.5	Att. B-1, §8.1.24.3 and §8.1.33				
43.	Liability	In the event the MCO becomes insolvent or ceases operations, the Network Provider understands and agrees that its sole recourse against the MCO will be	✓	✓	✓	✓	✓	✓	✓	✓	

No.	Category	Standard Contract Provision	MCO - Dental Program Type								MCO Contract Page
			CHIP MCO	STAR MCO	STAR+ PLUS MCO	STAR Health MCO	STAR Kids	Dual Demo MMP	Children's Medicaid Dental Contractors	CHIP Dental Contractors	
		through the MCO's bankruptcy, conservatorship, or receivership estate.									
44.	Liability	The Network Provider understands and agrees that the MCO's Members may not be held liable for the MCO's debts in the event of the entity's insolvency.	✓	✓	✓	✓	✓	✓	✓	✓	
45.	Liability	The Network Provider understands and agrees that the Texas Health and Human Services Commission (HHSC) does not assume liability for the actions of, or judgments rendered against, the MCO, its employees, agents or subcontractors. Further, the Network Provider understands and agrees that there is no right of subrogation, contribution, or indemnification against HHSC for any duty owed to the Network Provider by the MCO or any judgment rendered against the MCO. HHSC's liability to the Network Provider, if any, will be governed by the Texas Tort Claims Act, as amended or modified (Tex. Civ. Pract. & Rem. Code §101.001 et seq.).	UMCC Att. A, §4.05 RSA Att. A, §4.05	UMCC Att. A, §4.05	UMCC Att. A, §4.05 S+P Exp. Att. A, §4.05 S+P MRSA Att. A, §4.05	Att. A, §4.06	Att. A, §4.05	DDMMP §5.3.5	Att. A, §4.05	Att. A, §4.05	
46.	Main Dentists	Main Dentists must: 1. provide children enrolled in CHIP (birth through age 18) with preventive services in accordance with the American Academy of Pediatric Dentistry (AAPD) recommendations, and children enrolled in Medicaid (birth through age 20) with preventive services in accordance with the Texas Health Steps dental periodicity schedule;				Att. B-1, §8.1.18.2			Att. B-1, §8.1.4.1	Att. B-1, §8.1.4.1	

No.	Category	Standard Contract Provision	MCO - Dental Program Type								MCO Contract Page
			CHIP MCO	STAR MCO	STAR+ PLUS MCO	STAR Health MCO	STAR Kids	Dual Demo MMP	Children's Medicaid Dental Contractors	CHIP Dental Contractors	
		2. assess the dental needs of Members for referral to specialty care providers and provide referrals as needed; and 3. coordinate Members' care with specialty care providers after referral.									
47.	Marketing	Network Provider agrees to comply with state and federal laws, rules, and regulations governing marketing. In addition, the Network Provider agrees to comply with HHSC's marketing policies and procedures, as set forth in HHSC's Uniform Managed Care Manual.	UMCC Att. B-1, §8.1.6; UMCM Ch. 4.3 RSA Att. B-1, §8.1.6; UMCM Ch. 4.3	UMCC Att. B-1, §8.1.6; UMCM Ch. 4.3	UMCC Att. B-1, §8.1.6; UMCM Ch. 4.3 S+P Exp. Att. B-1, §8.1.6; UMCM Ch. 4.3 S+P MRSA Att. B-1, §8.16; UMCM Ch. 4.3	Att. B-1, §8.1.6; UMCM Ch. 4.3	Att. B-1, §8.1.6; UMCM Ch. 4.3	DDMMP §2.7.6.6.16	Att. B-1, §8.1.7; UMCM Ch. 4.3	Att. B-1, §8.1.7; UMCM Ch. 4.3	
48.	Marketing	The Network Provider is prohibited from engaging in direct marketing to Members that is designed to increase enrollment in a particular health plan. The prohibition should not constrain Network Providers from engaging in permissible marketing activities consistent with broad outreach objectives and application assistance.	UMCC Att. B-1, §8.1.6; UMCM Ch. 4.3 RSA Att. B-1, §8.1.6; UMCM Ch. 4.3	UMCC Att. B-1, §8.1.6; UMCM Ch. 4.3	UMCC Att. B-1, §8.1.6; UMCM Ch. 4.3 S+P Exp. Att. B-1, §8.1.6; UMCM Ch. 4.3 S+P MRSA Att. B-1, §8.16; UMCM Ch. 4.3	Att. B-1, §8.1.6; UMCM Ch. 4.3	Att. B-1, §8.1.6; UMCM Ch. 4.3	DDMMP §2.7.6.6.16	Att. B-1, §8.1.7; UMCM Ch. 4.3	Att. B-1, §8.1.7; UMCM Ch. 4.3	
49.	MCO's	The MCO will initiate and maintain any action	UMCC Att. A,	UMCC Att. A,	UMCC Att. A,	Att. A, §§4.06	Att. A, §4.05	DDMMP	Att. A, §§4.05 &	Att. A, §§ 4.05	

No.	Category	Standard Contract Provision	MCO - Dental Program Type								MCO Contract Page
			CHIP MCO	STAR MCO	STAR+ PLUS MCO	STAR Health MCO	STAR Kids	Dual Demo MMP	Children's Medicaid Dental Contractors	CHIP Dental Contractors	
	Responsibility	necessary to stop a Network Provider or employee, agent, assign, trustee, or successor-in-interest from maintaining an action against HHSC, an HHS Agency, or any Member to collect payment from HHSC, an HHS Agency, or any Member, excluding payment for non-covered services. This provision does not restrict a CHIP Network Provider from collecting allowable copayment and deductible amounts from CHIP Members. Additionally, this provision does not restrict a CHIP Dental Network Provider from collecting payment for services that exceed a CHIP Member's benefit cap.	§4.05 Att. B-1, §8.1.23 RSA Att. A, §4.05 & 10.12	§4.05 Att. B-1, §8.1.23	§4.05-Att. B-1, §8.1.23 S+P Exp. Att. A, §§4.05 & 10.10 S+P MRSA Att. A, §§4.05 & 10.10	& 10.10	and §10.09	Appendix C	10.10	& 10.10	
50.	Network Dental Providers	Network Providers must provide: 1. Urgent care, including urgent specialty care, within 24 hours; and 2. Therapeutic and diagnostic care within 14 days. In addition, Main Dentists must make referrals for specialty care on a timely basis, based on the urgency of the Member's medical condition, but no later than 30 days.				Att. B-1, §8.1.3.1			Att. B-1, §8.1.4.2	Att. B-1, §8.1.4.2	
51.	Provider Network Requirements, Medicaid	Network Acute Care Providers serving Medicaid Members must enter into and maintain a Medicaid provider agreement with HHSC or its agent to participate in the Medicaid Program, and must have a	UMCC Att. B-1, §8.1.4 RSA Att. B-1,	UMCC Att. B-1, §8.1.4	UMCC Att. B-1, §8.1.4 S+P Exp. Att.	Att. B-1, §8.1.4	Att. B-1, §8.1.4		Att. B-1, §8.1.5	Att. B-1, §8.1.5	

No.	Category	Standard Contract Provision	MCO - Dental Program Type								MCO Contract Page
			CHIP MCO	STAR MCO	STAR+ PLUS MCO	STAR Health MCO	STAR Kids	Dual Demo MMP	Children's Medicaid Dental Contractors	CHIP Dental Contractors	
	Agreements, TPI and NPI[21]	Texas Provider Identification Number (TPIN). All Network Providers, both CHIP and Medicaid, must have a National Provider Identifier (NPI) in accordance with the timelines established in 45 C.F.R. Part 162, Subpart D (for most Providers, the NPI must be in place by May 23, 2007.)	§8.1.4		B-1, §8.1.4 S+P MRSA Att. B-1, § 8.1.4						
52.	Medical Consent Requirements	Network Providers must comply with medical consent requirements in Texas Family Code §266.004, which require the Member's Medical Consenter to consent to the provision of medical care.				Att. B-1, §8.1.3					
53.	Medical Consent Requirements	Network Providers must notify the Medical Consenter about the provision of Emergency Services no later than the second Business Day after providing Emergency Services, as required by Texas Family Code §266.009.				Att. B-1, §8.1.3					
54.	Member Communications	The MCO is prohibited from imposing restrictions upon the Network Provider's free communication with a Member about the Member's medical conditions, treatment options, MCO referral policies, and other MCO policies, including financial incentives or arrangements and all managed care plans with whom the Network Provider contracts.	✓	UMCC Att. B-1, §8.2.5	UMCC Att. B-1, §8.2.5 S+P Exp. Att. B-1, §8.1.26 S+P MRSA Att. B-1, §8.1.28	Att. B-1, §8.1.32	Att. B-1, §8.1.28	DDMMP §5.1.10.1	Att. B-1, §8.2.4	✓	
54.1	Member	Network Providers must inform the MCO of any			UMCC Att. A,	Att. A, Article	Att. A, Article	DDMMP §1.2,			

[21] Providers rendering FQHC services at an FQHC are not required to obtain an individual NPI/TPI at this time.

No.	Category	Standard Contract Provision	MCO - Dental Program Type								MCO Contract Page
			CHIP MCO	STAR MCO	STAR+ PLUS MCO	STAR Health MCO	STAR Kids	Dual Demo MMP	Children's Medicaid Dental Contractors	CHIP Dental Contractors	
	Protections	reports of abuse, neglect, or exploitation made regarding a member. This includes provider self-reports and reports made by others that the provider becomes aware of.			Article 2, Definitions; Att. B-1, §8.1.4.6, §8.3.12 S+P Exp. Att. A, Article 2, Definitions; Att. B-1, §8.1.4.6, §8.1.52 S+P MRSA Att. A, Article 2, Definitions; Att. B-1, §8.1.4.6, §8.1.53	2, Definitions; Att. B-1, §8.1.4.4.2	2, Definitions; Att. B-1, §8.1.4.4	§140, §2.9.1.1.13.8, §5.1.14			
55.	Payment for Services	The Network Provider is prohibited from billing or collecting any amount from a Medicaid Member for [*for health care MCOs, insert the term "health care services" here, and for dental MCOs, insert the term "dental services" here*] provided pursuant to this Network Provider contract. Federal and state laws provide severe penalties for any provider who attempts to bill or collect any payment from a Medicaid recipient for a Covered Service.		UMCC Att.B-1§ 8.1.23	UMCC Att. B-1§ 8.1.23 S+P Exp. Att. A, §10.10 S+P MRSA Att. A, § 10.10	Att. A, §10.09	Att. A. §10.09	DDMMP §C.3.1	Att. A, §10.10(a)		
56.	Payment for Services	The Network Provider understands and agrees that HHSC is not liable or responsible for payment for Covered Services rendered pursuant to the Network	UMCC Att. A, §4.05 Att. B-1, §8.1.23	UMCC Att. A, §4.05 Att. B-1, §8.1.23	UMCC Att. A, §4.05-Att. B-1, §8.1.23	Att. A, §§4.06 & 10.09	Att. A, §§4.05 & 10.09	DDMMP §5.3.5	Att. A, §§4.05 & 10.10	Att. A, §§4.05 & 10.10	

No.	Category	Standard Contract Provision	MCO - Dental Program Type								MCO Contract Page
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		Provider contract.	RSA Att. A, §§4.05 & 10.12		S+P Exp. Att. A, §§4.05 & 10.10 S+P MRSA Att. A, §§ 4.05 & 10.10						
57.	Primary Care Physicians (PCPs)	PCPs must be accessible to Members 24 hours per day, 7 days per week.	UMCC Att. B-1, §8.1.4 RSA Att. B-1, §8.1.3[22]	UMCC Att. B-1, §8.1.4	UMCC Att. B-1, §8.1.4 S+P Exp. Att. B-1, §8.1.4 S+P MRSA Att. B-1, § 8.1.4	Att. B-1, §8.1.4.2	Att. B-1, §8.1.4.10.1	DDMMP §2.8.1.1			
58.	Primary Care Physicians (PCPs)	PCPs must provide preventative care: 1. to children under age 21 in accordance with AAP recommendations for CHIP Members and CHIP Perinatal Newborns, and the THSteps periodicity schedule published in the THSteps Manual for Medicaid Members; and 2. to adults in accordance with the U.S. Preventative Task Force requirements.	UMCC Att. B-1, §8.1.4.2 RSA Att. B-1, § 8.1.3.1[23]	UMCC Att. B-1, §8.1.4.2	UMCC Att. B-1, §8.1.4.2 S+P Exp. Att. B-1, §8.1.4.2 S+P MRSA Att. B-1, § 8.1.4.2	Att. B-1, §8.1.4.2	Att. B-1, §8.1.4.10.1				

[22]This requirement applies to a PCP who provides services to CHIP Perinate Newborns. The PCP requirements do not apply to CHIP Perinates.
[23] This requirement applies to a PCP who provides services to CHIP Perinate Newborns. The PCP requirements do not apply to CHIP Perinates.

No.	Category	Standard Contract Provision	MCO - Dental Program Type								MCO Contract Page
			CHIP MCO	STAR MCO	STAR+ PLUS MCO	STAR Health MCO	STAR Kids	Dual Demo MMP	Children's Medicaid Dental Contractors	CHIP Dental Contractors	
59.	Primary Care Physicians (PCPs)	A PCP must: 1. Assess the medical needs and behavioral health needs of Members for referral to specialty care providers and provide referrals as needed; 2. Coordinate Members' care with specialty care providers after referral; and 3. Serve as a Medical Home to Members.	UMCC Att. A, Article 2,"PCP" Definition; Att. B-1, §8.1.4.2 RSA Att. A, Article 2,"PCP" Definition; Att. B-1, §8.1.4.2[24]	UMCC Att. A, Article 2,"PCP" Definition; Att. B-1, §8.1.4.2	UMCC Att. A, Article 2,"PCP" Definition; Att. B-1, §8.1.4.2 S+P Exp. Att. A, Article 2,"PCP" Definition; Att. B-1, §8.1.4.2 S+P MRSA Att. A, Article 2,"PCP" Definition; Att. B-1, § 8.1.4	Att. A, Article 2,"PCP" Definition; Att. B-1, §8.1.4.2	Att. A, Article 2, "PCP" Definition; B-1, §8.1.4.10.1	DDMMP §§2.7.1.12.5 and C.6.3			
60.	Provider Responsibilities	At the request of HHSC for DFPS, Providers must testify in court as needed for child protection litigation.				Att. B-1, §8.1.11					
61.	Professional Conduct	While performing the services described in the Network Provider contract, the Network Provider agrees to: 1. comply with applicable state laws, rules, and regulations and HHSC's requests regarding personal and professional conduct generally applicable to the service locations; and 2. otherwise conduct themselves in a businesslike	UMCC Att. A, §4.07 RSA Att. A, §4.07	UMCC Att. A, §4.07	UMCC Att. A, §4.07 S+P Exp. Att. A, §4.07 S+P MRSA Att. A, § 4.07	Att. A, §4.08	Att. A, §4.07	DDMMP §2.7.3	Att. A, §4.07	Att. A, §4.07	

[24] This requirement applies to a PCP who provides services to CHIP Perinate Newborns. The PCP requirements do not apply to CHIP Perinates.

No.	Category	Standard Contract Provision	MCO - Dental Program Type								MCO Contract Page
			CHIP MCO	STAR MCO	STAR+ PLUS MCO	STAR Health MCO	STAR Kids	Dual Demo MMP	Children's Medicaid Dental Contractors	CHIP Dental Contractors	
		and professional manner.									
62.	Quality Assessment and Performance and Improvement (QAPI)	Network Provider agrees to comply with the MCO's QAPI Program requirements.	UMCC Att. B-1, §8.1.7 RSA Att. B-1, §8.1.7	UMCC Att. B-1, §8.1.7	UMCC Att. B-1, §8.1.7 S+P Exp. Att. B-1, §8.1.7 S+P MRSA Att. B-1, § 8.1.7	Att. B-1, §8.1.7	Att. B-1, §8.1.7	DDMMP §§2.7.5.3.2 and 2.14	Att. B-1, §8.1.8	Att. B-1, § 8.1.8	
63.	Service Coordination	All Home and Community Support Services Agency (HCSSA) providers, adult day care providers, and residential care facility providers must notify the MCO if a Member experiences any of the following: • a significant change in the Member's physical or mental condition or environment; • hospitalization; • an emergency room visit; or • two or more missed appointments.			✓		✓	✓			
64.	Termination	The Network Provider contracts must contain the MCO's process for terminating Provider contracts. For CHIP HMOs and managed care organizations participating in the CHIP Perinatal Program, the process must comply with the Texas Insurance Code and TDI regulations.	UMCC Att. B-1, §8.1.4.9 RSA Att. B-1, §8.1.4.9	UMCC Att. B-1, §8.1.4.9	UMCC Att. B-1, §8.1.4.9 S+P Exp. Att. B-1, §8.1.4.9	Att. B-1, §8.1.4.10	Att. B-1, §8.1.4.7	DDMMP §§5.6 and C.6.1.2	Att. B-1, §8.1.5.10	Att. B-1, §8.1.5.10	
65.	Termination	The MCO must follow the procedures outlined in applicable state and federal law regarding termination	UMCC Att. B-1,	UMCC Att. B-1,	UMCC Att. B-1,	Att. B-1,	Att. B-1,	DDMMP	Att. B-1,	Att. B-1,	

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		of a provider contract, including requirements of Insurance Code §843.306 and 28 Tex. Admin. Code § 11.901.	§8.1.4.9 RSA Att. B-1, §8.1.4.9	§8.1.4.9	§8.1.4.9 S+P Exp. Att. B-1, §8.1.4.9 S+P MRSA Att. B-1, § 8.1.4.9	§8.1.4.10	§8.1.4.7	§C.6.1.2	§8.1.5.10	§8.1.5.10	
66.	Termination for Gifts or Gratuities	Network Provider may not offer or give anything of value to an officer or employee of HHSC or the State of Texas in violation of state law. A "thing of value" means any item of tangible or intangible property that has a monetary value of more than $50.00 and includes, but is not limited to, cash, food, lodging, entertainment and charitable contributions. The term does not include contributions to public office holders or candidates for public office that are paid and reported in accordance with state and/or federal law. The MCO may terminate this Network Provider contract at any time for violation of this requirement.	UMCC Att. A, §12.03(b)(5) RSA Att. A, §12.03(b)(5)	UMCC Att. A, §12.03(b)(5)	UMCC Att. A, §12.03(b)(5) S+P Exp. Att. A, §12.03(b)(5) S+P MRSA Att. A, §12.03(b)(5)	Att. A, §12.03(b)(5)	Att. A, §12.03(b)(5)		Att. A, §12.03(b)(5)	Att. A, §12.03(b)(5)	
67.	Third Party Recovery	Network Provider understands and agrees that it may not interfere with or place any liens upon the state's right or the MCO's right, acting as the state's agent, to recovery from third party resources.	UMCC Att. B-1; §8.4.3 RSA Att. B-1; §8.1.21	UMCC Att. B-1; §8.2.8	UMCC Att. B-1; §8.2.8 S+P Exp. Att. B-1; §8.1.29 S+P MRSA Att. B-1, § 8.1.31	Att. B-1; §8.1.34	Att. B-1, §8.1.31	DDMMP §§5.1.4.1 and Appendix C	Att. B-1; §8.2.6	Att. B-1, §8.3.3	
68.	THSteps	Network Providers must send all THSteps newborn screens to the Texas Department of State Health		UMCC Att. B-1;	UMCC Att. B-1;	Att. B-1;	Att. B-1,				

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		Services (DSHS), formerly the Texas Department of Health, Bureau of Laboratories or a DSHS-certified laboratory. Providers must include detailed identifying information for all screened newborn Members and each Member's mother to allow HHSC to link the screens performed at the hospital with screens performed at the two-week follow-up.		§8.2.2.3	§8.2.2.3 S+P Exp. Att. B-1; §8.1.22.3 S+P MRSA Att. B-1, § 8.1.24.3	§8.1.28.3.3	§8.1.24.3				
69.	THSteps	PCPs must: 1. either be enrolled as THSteps providers or refer Members due for a THSteps check-up to a THSteps provider; 2. refer Members for follow-up assessments or interventions clinically indicated as a result of the THSteps check-up, including the developmental and behavioral components of the screening; 3. submit information from the THSteps forms and documents to the Health Passport.				Att. B-1, §8.1.4.2					
70.	Tuberculosis (TB)	Network Providers must coordinate with the local TB control program to ensure that all Members with confirmed or suspected TB have a contact investigation and receive Directly Observed Therapy (DOT). The Network Providers must report to the Texas Department of State Health Services (DSHS) or the local TB control program any Member who is non-compliant, drug resistant, or who is or may be posing a		UMCC Att. B-1; §8.2.2.6	UMCC Att. B-1; §8.2.2.6 S+P Exp. Att. B-1; §8.1.22.6 S+P MRSA Att. B-1, § 8.1.24.6	Att. B-1; §8.1.28.6	Att. B-1, §8.1.24.6	DDMMP §2.8.5.1.1.4			

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			CHIP MCO	STAR MCO	STAR+ PLUS MCO	STAR Health MCO	STAR Kids	Dual Demo MMP	Children's Medicaid Dental Contractors	CHIP Dental Contractors	
		public health threat.									
70.1	Waiting Times for Appointments	Network Providers must provide services within the following timeframes: **[Note: Here, the MCO should insert the appointment waiting times as described in the listed sections of the MCO's applicable contract.]**	UMCC Att. B-1; §8.1.3.1 RSA Att. B-1; §8.1.3.1	UMCC Att. B-1; §8.1.3.1	UMCC Att. B-1; §8.1.3.1 S+P Exp. Att. B-1; §8.1.3.1 S+P MRSA Att. B-1, § 8.1.3.1	Att. B-1; §8.1.3.1	Att. B-1, §8.1.3.1	DDMMP §2.7.1.12	Att. B-1; §8.1.4.2	Att. B-1; §8.1.4.2	
71.	Women, Infants and Children (WIC)	Network Providers must coordinate with the WIC Special Supplemental Nutrition Program to provide medical information necessary for WIC eligibility determinations, such as height, weight, hematocrit or hemoglobin.	UMCC Att. B-1; §8.1.10 RSA Att.B-1; §8.1.10	UMCC Att. B-1; §8.1.10	UMCC Att. B-1; §8.1.10 S+P Exp. Att. B-1; §8.1.10 S+P MRSA Att. B-1, § 8.1.10	Att. B-1; §8.1.10	Att. B-1, §8.1.11	DDMMP §2.8.5.1.5.3			
72.	Mental Health	Network Providers must comply with 25 Tex. Admin. Code, Part 1, Chapter 415, Subchapter F, "Interventions in Mental Health Services," when providing Mental Health Rehabilitative Services and Mental Health Targeted Case Management.		UMCC Att. B-1; §8.2.7.3	UMCC Attach B-1; §8.2.7.3 S+P Exp. Att. B-1; §8.1.28.2 S+P MRSA Att. B-1; §8.1.30.1	Att. B-1; §8.1.1.7.8	Att. B-1, §8.1.30.1	DDMMP §2.7.3.4			