

# ATTACHMENT A: NETWORK PROVIDER AGREEMENT TEMPLATE CHECKLIST

This Attachment establishes a checklist for Medi-Cal managed care plans (MCPs) to use in connection with their development of Network Provider Agreement templates. It is not intended to alter or limit an MCP’s statutory and/or contractual obligations, nor does it limit an MCP’s oversight obligations. MCPs are responsible for complying with all applicable state and federal law and Medi-Cal Managed Care Plan Contract (MCP Contract) requirements as well as Department of Health Care Services (DHCS) guidance, including all applicable All Plan Letters (APLs) and Policy Letters.

<b>Network Provider Agreements must contain:</b>	
1	<p>Network Provider that has a state-level enrollment pathway must enroll in the Medi-Cal program through PAVE or another state department with a recognized enrollment pathway, or through the MCP’s screening and enrollment process that complies with APL 22-013.</p> <p>Citation: MCP Contract, Exhibit A, Attachment III, Subsection 1.3.3 (Provider Screening, Enrolling, and Credentialing/Recredentialing) and APL 22-013.</p>
2	<p>Network Provider must not pay any amount for any services or items, other than Emergency Services, to an Excluded Provider.</p> <p>Citation: MCP Contract, Exhibit A, Attachment III, Subsection 1.3.4 (Contractor’s Obligations Regarding Suspended, Excluded, and Ineligible Providers) and APL 21-003.</p>
3	<p>Specification of the Covered Services to be ordered, referred, or rendered.</p> <p>Citation: MCP Contract, Exhibit A, Attachment III, Subsection 3.1.5.A.1 (Requirements for Network Provider Agreements, Subcontractor Agreements, and Downstream Subcontractor Agreements) and Title 22, California Code of Regulations (CCR), sections 53250(c)(1) and 53867.</p>
4	<p>The term of the Network Provider Agreement, including the beginning and ending dates as well as methods of extension, renegotiation, phaseout, and termination, if any.</p> <p>Citation: MCP Contract, Exhibit A, Attachment III, Subsection 3.1.5.A.2 (Requirements for Network Provider Agreements, Subcontractor Agreements, and Downstream Subcontractor Agreements) and 22 CCR sections 53250(c)(4) and 53867.</p>

**Network Provider Agreements must contain:**

5	<p>Full disclosure of the method and amount of compensation or other consideration to be received by the Network Provider.</p> <p>Citation: MCP Contract, Exhibit A, Attachment III, Subsection 3.1.5.A.3 (Requirements for Network Provider Agreements, Subcontractor Agreements, and Downstream Subcontractor Agreements) and 22 CCR sections 53250(e)(2) and 53867.</p>
6	<p>Specification that the Network Provider Agreement will be governed by and construed in accordance with all applicable laws and regulations governing the MCP Contract, including but not limited to, Knox-Keene Health Care Service Plan Act of 1975, Health and Safety Code (H&amp;S) section 1340 et seq. (unless expressly excluded under the MCP Contract); Welfare and Institutions Code sections 14000 and 14200 et seq.; 28 CCR section 1300.43 et seq.; and 22 CCR sections 53800 et seq.; 22 CCR sections 53900 et seq.</p> <p>Citation: MCP Contract, Exhibit A, Attachment III, Subsection 3.1.5.A.4 (Requirements for Network Provider Agreements, Subcontractor Agreements, and Downstream Subcontractor Agreements) and 22 CCR sections 53250(c)(2) and 53867.</p>
7	<p>Network Provider will comply with all applicable requirements of the DHCS Medi-Cal Managed Care Program, including but not limited to, all applicable federal and State Medicaid and Medi-Cal laws, regulations, sub-regulatory guidance, APLs, and provisions of the MCP Contract.</p> <p>Citation: MCP Contract, Exhibit A, Attachment III, Subsection 3.1.5.A.5 (Requirements for Network Provider Agreements, Subcontractor Agreements, and Downstream Subcontractor Agreements).</p>
8	<p>Network Provider will submit to the MCP, either directly or through a Subcontractor or Downstream Subcontractor as applicable, complete, accurate, reasonable, and timely Encounter Data and Provider Data, and any other reports or data as requested by the MCP, in order for the MCP to meet its data reporting requirements to DHCS.</p> <p>Citation: MCP Contract, Exhibit A, Attachment III, Subsection 3.1.5.A.6 (Requirements for Network Provider Agreements, Subcontractor Agreements, and Downstream Subcontractor Agreements); APL 16-019; and APL 14-019.</p>
9	<p>Network Provider will maintain and make available to DHCS, upon request, copies of all contracts it enters into related to ordering, referring, or rendering</p>

**Network Provider Agreements must contain:**

	<p>Covered Services under the Network Provider Agreement, and will ensure that all such contracts are in writing.</p> <p>Citation: MCP Contract, Exhibit A, Attachment III, Subsection 3.1.5.A.7 (Requirements for Network Provider Agreements, Subcontractor Agreements, and Downstream Subcontractor Agreements).</p>
10	<p>Network Provider must make all of its premises, facilities, equipment, books, records, contracts, and computer and other electronic systems pertaining to the Covered Services ordered, referred, or rendered under the terms of the Network Provider Agreement, available for the purpose of an audit, inspection, evaluation, examination or copying, including but not limited to information related to access requirements, claims submissions, and delivery of Covered Services in accordance with Utilization Management protocols, as set forth in MCP Contract, Exhibit E, Section 1.1.22 (Inspection and Audit of Records and Facilities), as follows:</p> <ul style="list-style-type: none"><li>a) In accordance with inspections and audits, as directed by DHCS, The Centers for Medicare &amp; Medicaid Services (CMS), U.S. Department of Health and Human Services Inspector General, the Comptroller General, Department of Justice, and Department of Managed Health Care, or their designees; and;</li><li>b) At all reasonable times at the Network Provider’s place of business or at such other mutually agreeable location in California.</li></ul> <p>Citation: MCP Contract, Exhibit A, Attachment III, Subsection 3.1.5.A.8 (Requirements for Network Provider Agreements, Subcontractor Agreements, and Downstream Subcontractor Agreements); MCP Contract, Exhibit E, Section 1.22 (Inspection and Audit of Records and Facilities); and 42 Code of Federal Regulations (CFR) 438.3(h).</p>
11	<p>Network Provider will maintain all of its books and records, including Encounter Data, in accordance with good business practices and generally accepted accounting principles for a term annual of at least ten years from the final date of the MCP Contract period or from the date of completion of any audit, whichever is later.</p> <p>Citation: MCP Contract, Exhibit A, Attachment III, Subsection 3.1.5.A.9 (Requirements for Network Provider Agreements, Subcontractor Agreements, and Downstream Subcontractor Agreements).</p>

### Network Provider Agreements must contain:

12	<p>Network Provider will timely gather, preserve, and provide to DHCS, CMS, the Division of Medi-Cal Fraud and Elder Abuse (DMFEA), and any authorized State or federal regulatory agencies, any records in Network Provider's possession, in accordance with MCP Contract, Exhibit E, Section 1.27 (Litigation Support).</p> <p>Citation: MCP Contract, Exhibit A, Attachment III, Subsection 3.1.5.A.10 (Requirements for Network Provider Agreements, Subcontractor Agreements, and Downstream Subcontractor Agreements).</p>
13	<p>Network Provider will assist the MCP, or if applicable a Subcontractor or Downstream Subcontractor, in the transfer of Member's care in accordance with MCP Contract, Exhibit E, Section 1.17 (Phaseout Requirements) in the event of an MCP Contract termination, or in the event of termination of the Network Provider Agreement for any reason.</p> <p>Citation: MCP Contract, Exhibit A, Attachment III, Subsection 3.1.5.A.11 (Requirements for Network Provider Agreements, Subcontractor Agreements, and Downstream Subcontractor Agreements).</p>
14	<p>Network Provider will be terminated, or subject to other actions, fines, and/or penalties, if DHCS or the MCP determines that the Network Provider has not performed satisfactorily.</p> <p>Citation: MCP Contract, Exhibit A, Attachment III, Subsection 3.1.5.A.12 (Requirements for Network Provider Agreements, Subcontractor Agreements, and Downstream Subcontractor Agreements); 42 CFR 438.230(c)(iii); and 22 CCR sections 53250 and 53867.</p>
15	<p>Network Provider will hold harmless both the State and Members in the event the MCP or, if applicable a Subcontractor or Downstream Subcontractor, cannot or will not pay for Covered Services ordered, referred, or rendered by Network Provider pursuant to the Network Provider Agreement.</p> <p>Citation: MCP Contract, Exhibit A, Attachment III, Subsection 3.1.5.A.13 (Requirements for Network Provider Agreements, Subcontractor Agreements, and Downstream Subcontractor Agreements) and 22 CCR sections 53250(e)(6) and 53867.</p>
16	<p>Network Provider will not bill a Member for Medi-Cal Covered Services.</p> <p>Citation: MCP Contract, Exhibit A, Attachment III, Subsection 3.1.5.A.14 (Requirements for Network Provider Agreements, Subcontractor Agreements, and Downstream Subcontractor Agreements).</p>

## Network Provider Agreements must contain:

17	<p>The MCP must inform Network Provider of prospective requirements added by State or federal law or DHCS related to the MCP Contract that impact obligations undertaken through the Network Provider Agreement before the requirement would be effective, and agreement by Network Provider to comply with the new requirements within 30 calendar days of the effective date, unless otherwise instructed by DHCS.</p> <p>Citation: MCP Contract, Exhibit A, Attachment III, Subsection 3.1.5.A.15 (Requirements for Network Provider Agreements, Subcontractor Agreements, and Downstream Subcontractor Agreements).</p>
18	<p>Network Provider must ensure that cultural competency/humility, sensitivity, Health Equity, and diversity training is provided for employees and staff at key points of contact with Members in accordance with MCP Contract, Exhibit A, Attachment III, Subsection 5.2.11.C (Cultural and Linguistic Programs and Committees).</p> <p>Citation: MCP Contract, Exhibit A, Attachment III, Subsection 3.1.5.A.16 (Requirements for Network Provider Agreements, Subcontractor Agreements, and Downstream Subcontractor Agreements)</p>
19	<p>Network Provider must provide interpreter services for Members and comply with language assistance standards developed pursuant to H&amp;S section 1367.04.</p> <p>Citation: MCP Contract, Exhibit A, Attachment III, Subsection 3.1.5.A.17 (Requirements for Network Provider Agreements, Subcontractor Agreements, and Downstream Subcontractor Agreements).</p>
20	<p>Network Provider must notify the MCP, and the MCP's Subcontractor or Downstream Subcontractor, within ten Working Days of any suspected Fraud, Waste, or Abuse and a provision that allows the MCP to share such information with DHCS in accordance with MCP Contract, Exhibit A, Attachment III, Subsection 1.3.2.D (Contractor's Reporting Obligations) and Subsection 1.3.2.D.6 (Confidentiality).</p> <p>Citation: MCP Contract, Exhibit A, Attachment III, Subsection 3.1.5.A.18 (Requirements for Network Provider Agreements, Subcontractor Agreements, and Downstream Subcontractor Agreements).</p>
21	<p>Network Provider must report to the MCP, or the MCP's Subcontractor or Downstream Subcontractor, when it has received an overpayment; return the overpayment to the MCP, or the MCP's Subcontractor or Downstream Subcontractor, within 60 calendar days of the date the overpayment was</p>

## Network Provider Agreements must contain:

	<p>identified; and notify the MCP, or the MCP's Subcontractor or Downstream Subcontractor, in writing of the reason for the overpayment in accordance with MCP Contract, Exhibit A, Attachment III, Subsection 1.3.6 (Treatment of Overpayment Recoveries) and 42 CFR section 438.608(d)(2).</p> <p>Citation: MCP Contract, Exhibit A, Attachment III, Subsection 3.1.5.A.19 (Requirements for Network Provider Agreements, Subcontractor Agreements, and Downstream Subcontractor Agreements).</p>
22	<p>Confirmation of Network Provider's right to all protections afforded them under the Health Care Providers' Bill of Rights, including, but not limited to Network Provider's right to access the MCP's dispute resolution mechanism and submit a Grievance pursuant to H&amp;S section 1367(h)(1).</p> <p>Citation: MCP Contract, Exhibit A, Attachment III, Subsection 3.1.5.A.20 (Requirements for Network Provider Agreements, Subcontractor Agreements, and Downstream Subcontractor Agreements).</p>
23	<p>Network Providers that fall under the categories listed in subsection (f) of H&amp;S 130290 must execute the California Health and Human Services Data Exchange Framework data sharing agreement pursuant to H&amp;S section 130290.</p> <p>Citation: MCP Contract, Exhibit A, Attachment III, Subsection 3.1.5.A.21 (Requirements for Network Provider Agreements, Subcontractor Agreements, and Downstream Subcontractor Agreements).</p>
24	<p>In Network Provider Agreements with Local Health Departments (LHDs), the MCP must specify the scope and responsibilities of both parties in the provision of services to Members, billing and reimbursements, reporting responsibilities, and how services are to be coordinated between the LHD and the MCP, including exchange of medical information as necessary.</p> <p>Citation: MCP Contract, Exhibit A, Attachment III, Subsection 3.1.9.B (Network Provider Agreements, Subcontractor Agreements, and Downstream Subcontractor Agreements with Local Health Departments).</p>
25	<p>The MCP must set out its provider dispute resolution mechanism process in the Network Provider Agreement.</p> <p>Citation: MCP Contract, Exhibit A, Attachment III, Subsection 3.2.2.B (Provider Dispute Resolution Mechanism).</p>
26	<p>In the Network Provider Agreement, the MCP must state that it will adhere to all required timeframes for the processing of Clean Claims, in compliance with MCP</p>

**Network Provider Agreements must contain:**

	<p>Contract, Exhibit A, Attachment III, Subsection 3.3.5 (Claims Processing) and APL 23-020.</p> <p>Citation: MCP Contract, Exhibit A, Attachment III, Subsection 3.3.5 (Claims Processing).</p>
27	<p>Network Providers must secure, handle, and exchange all data in accordance with any and all State and federal privacy laws and regulations, including data exchange policies and procedures, as defined by the California Health and Human Services Data Exchange Framework in accordance with H&amp;S section 130290, the CMS Interoperability and Patient Access Final Rule (CMS-9115-F), the CMS Interoperability and Prior Authorization Final Rule (CMS-0057-F), and APL or other guidance, specifically pursuant to 45 CFR parts 160 and 164 subparts A and E, to the extent applicable.</p> <p>Citation: MCP Contract, Exhibit A, Attachment III, Subsection 4.3.3 (Data Integration and Exchange) and MCP Contract, Exhibit A, Attachment III, Subsection 4.3.8.A.17 (Basic Population Health Management).</p>
28	<p>In Network Provider Agreements with Long-Term Care (LTC) Providers, the MCP must have a clause stating that LTC Providers must notify the MCP if it is undergoing a change of ownership so that the providers can provide verification of the process.</p> <p>Citation: MCP Contract, Exhibit A, Attachment III, Subsection 5.2.3.J (Network Composition).</p>
29	<p>In the Network Provider Agreement, the MCP must state that Network Providers are required to (1) Annually submit evidence of adherence to CMS Emergency Preparedness Final Rule (FR), 81 FR 63859, and 84 FR 51732; (2) Advise the MCP as part of the Network Provider's emergency plan; and (3) Notify the MCP within 24 hours of an emergency if the Network Provider closes down, is unable to meet the demands of a medical surge, or is otherwise affected by an emergency.</p> <p>Citation: MCP Contract, Exhibit A, Attachment III, Subsection 6.1.3.C.3 (Member Emergency Preparedness Plan).</p>
30	<p>Specification of how Covered Services will be provided to ensure timely access.</p> <p>Citation: H&amp;S section 1367.03.</p>
31	<p>In the Network Provider Agreement, the MCP must state that it will implement payment of all updated Medi-Cal Fee-For-Service per diem rates for Skilled</p>

**Network Provider Agreements must contain:**

Nursing Facilities and any necessary retroactive adjustments as needed, in compliance with APL 24-009.  
Citation: APL 24-009.