

## Appendix A: Exhibit 3

### Managed Dental – RI Medicaid State Standards

*Excerpts from RiteSmile Contract related to Provider Networks and Service Accessibility Standards*

#### 2.8 PROVIDER NETWORKS

##### 2.8.1 Network Composition

The Contractor will be responsible for establishing and maintaining a geographically accessible statewide provider network comprised of general and specialty dentists in adequate numbers to meet accessibility standards and make services available in a timely manner. The RItE Smiles Contractor will develop and maintain a sufficient provider network to provide dental services to RItE Smiles eligible children. The network will include a sufficient number of general and pediatric dentists to meet the service accessibility standards outlined later in this section as well as an adequate specialty network that includes the following specialty dentists: endodontist, periodontist, prosthodontist, oral surgeons, and orthodontist.

The RItE Smiles Contractor must include in its network traditional providers of dental services to Rhode Island's Medicaid population. The RItE Smiles Contractor must have a sufficient network of primary and specialty dental services to meet the diverse needs of the Medicaid population, including dentists with the experience and capacity to serve children with special health care needs according to guidelines set forth by the U.S. Department of Health and Human Services in *An Introduction to Practical Oral Care for People with Developmental Disabilities*.

The Contractor agrees to establish and maintain a network that is supported by written agreements and can sufficiently demonstrate to EOHHS' satisfaction the Contractor's ability to provide covered services under this Agreement. Members must have access to services that are at least equal to, or better than community practice standards. In establishing and maintaining the network, the Contractor must consider the following:

- Anticipated member enrollment,
- Expected utilization of services taking into consideration the characteristics and needs of specific RItE Smiles eligible populations for which the RItE Smiles Contractor will be responsible,
- Numbers and types (in terms of training, experience, and specialization) of providers required to furnish the services to be contracted,
- Numbers of providers who are not accepting new Medicaid patients,
- Geographic location of providers and members, considering the distance, travel time, the means of transportation ordinarily used by members, and whether the location provides physical access for members with disabilities, and
- "Disability competency" of providers and the physical accessibility of their offices as it relates to the capacity of health professionals and health educators to support the health and wellness of people with disabilities through their knowledge, experience and expertise providing services to children with disabilities.

If Contractor declines to include individual(s) or groups of providers in its network, Contractor agrees to give the affected providers written notice of the reason for its decision.

Contractor agrees that if the network is unable to provide necessary services, covered under this Agreement, to a particular member, Contractor will adequately and timely cover these services out of network, for as long as Contractor is unable to provide them.

Contractor agrees to ensure that the network providers offer hours of operation that are no less than the hours of operation offered to commercial members or to Medicaid fee-for-service (FFS), if the provider serves only FFS members

Contractor agrees to ensure that all in-plan services covered under the Medicaid State Plan and provided for in Attachment A are available and accessible to members, according to 42 CFR 438.206. Refer to Section 2.09 of this Agreement for service accessibility standards.

Contractor agrees to ensure that providers will meet the State standards for timely access to care and services, taking into account the urgency of need for services. Nothing in this section may be construed to:

- Require Contractor to contract with providers beyond the number necessary to meet the needs of members;
- Preclude Contractor from using different reimbursement amounts for different specialties or for different practitioners in the same specialty;
- Preclude Contractor from establishing measures that are designed to maintain quality of services to control costs and that are consistent with its responsibilities to members; or

For members, this may require the Contractor's inclusion of providers who practice or are located outside of the State and/or allowing such members to retain established relationships to preserve continuity of care with non-network providers, including traditional Medical Assistance providers. Contractor shall be obligated to offer a provider agreement to become a Participating Provider to any such providers. Contractor may inquire as to member's interest in switching to a closer in-State, in-network provider.

Each dentist in the network must have a unique identifier assigned to them.

The Contractor shall have written policies and procedures for the selection, credentialing, recredentialing and retention of providers that comply with 42 CFR 438.214.

## 2.8.2 Transitioning Between Non-Network and Network Providers

The State recognizes that members may need at times to transition between non-network and network providers to continue to receive necessary dental services. This can occur when members first enroll in RIte Smiles, when members change dental plans, or at other times. Contractor agrees to have written policies and procedures for transitioning members between

non-network and network providers to assure continuity of care, including paying for one or more transition visits with a non-network provider.

#### 2.8.3 FQHCs/RHCs with Dental Clinics

Contractor shall include FQHCs and RHCs that offer dental services in its network.

#### 2.8.4 Hospital-Based Dental Clinics

Contractor shall include all hospital-based dental clinics in its network.

#### 2.8.5 School-Based Clinics

The State considers school-based services to be an important part of the dental care delivery system for Rhode Island's children. Contractor is required to include all State-approved school-based dental services in its network for delivery of covered dental services available at the school-based settings by the effective date of this Agreement.

#### 2.8.6 Mobile Dental Providers

The State considers mobile dental providers to be an important part of the dental delivery system for children enrolled in RIte Smiles. Although mobile dental providers are not equipped to provide a child's primary dental care, they do provide valuable dental care in underserved communities. Contractor is required to include State-approved mobile dental providers in its network for delivery of covered dental services by the effective date of this agreement.

#### 2.8.7 Mainstreaming

The State considers mainstreaming of members into the broader health delivery system to be an important program objective. Contractor agrees that all of its network providers will accept members for treatment. Contractor agrees to have policies and procedures in place such that any provider in its network who refuses to accept a member for treatment cannot accept non-members for treatment and remain in the network. Contractor also agrees to accept responsibility for ensuring that network providers do not intentionally segregate members in any way from other persons receiving services. A violation of these terms may be considered a material breach and any such material breach may be grounds for termination of this Agreement under the provisions of Section 3.10.

#### 2.8.8 Provider Network Lists

Contractor agrees to provide the State quarterly with a list of all its participating dental providers, including those whose practices are open to additional RIte Smiles members. The list shall be provided quarterly and includes designation of language capability of the provider and physical accessibility of the provider's location, as well as applicable addresses and telephone numbers. The format of data submission will be determined by the State.

#### 2.8.9 Network Changes

Contractor will notify the State monthly of any changes in its network's composition. Contractor also will notify the State promptly of any changes to the composition of its provider network

that materially affects the Contractor's ability to make available covered dental benefits in a timely manner. Contractor will have procedures to address changes in its network that negatively affect the ability of members to access services.

Contractor will require network providers to give written notice of his/her termination from the RIte Smiles network, within fifteen (15) business days after receipt or issuance of the termination notice, to each RIte Smiles member who received his or her preventive dental care from the terminated provider.

#### 2.8.10 Provider Discrimination

Contractor may not discriminate with respect to the participation, reimbursement, or indemnification of any provider who is acting within the scope of his or her license or certification under applicable State law, solely on the basis of that license or certification.

## **2.9 SERVICE ACCESSIBILITY STANDARD**

### 2.9.1 Urgent Dental Condition Standard

Contractor agrees to have written policies and procedures describing how members and providers can contact the Contractor to receive instructions for treatment of an Urgent dental problem.

Contractor shall make available dental services within forty-eight (48) hours for urgent dental conditions.

The Contractor is not responsible for emergency medical or dental conditions.

### 2.9.2 Travel Time

Contractor agrees to make available to every member a dental provider, whose office is located within twenty (20) minutes or less driving distance from the member's home. Members may, at their discretion, select a dental provider located farther from their homes.

### 2.9.3 Days to Appointment for Non-Emergent Conditions

Contractor agrees to make services available within forty-eight (48) hours for treatment of an Urgent Dental Conditions. Contractor agrees to make services available within sixty (60) days for treatment of a non-emergent, non-urgent dental problem, including preventive dental care. Contractor agrees to make dental services available to new members within sixty (60) days of enrollment.

Contractor shall offer members a choice of dental providers accepting new patients.

### 2.9.4 Compliance with Accessibility Standards

Contractor shall establish mechanisms to assure compliance by providers, monitor providers regularly to determine compliance, and take corrective action if there is a failure to comply.