



Arkansas Department of Human Services

Division of Medical Services

Donaghey Plaza South
P.O. Box 1437
Little Rock, Arkansas 72203-1437
Internet Website: www.medicaid.state.ar.us

TO: All Arkansas Medicaid Health Care Providers

DATE: August 1, 2005

SUBJECT: Provider Manual Update Transmittal

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REMOVE

Section	Date
DMS-653	6/95
Medicaid Provider Enrollment Unit Contact Information	

INSERT

Section	Date
DMS-653	8/05
Medicaid Provider Enrollment Unit Contact Information	

Explanation of Updates

The Medicaid contract (form DMS-653) has been revised to comply with the Health Insurance Portability and Accountability Act (HIPAA), federal and state laws and regulations. This contract is also being revised to make minor grammatical corrections and minor word changes for clarification.

The Medicaid Provider Enrollment Unit Contact Information sheet has been updated.

Paper versions of this update transmittal have updated pages attached to file in your provider manual. See Section I for instructions on updating the paper version of the manual. For electronic versions, these changes have already been incorporated.

If you need this material in an alternative format, such as large print, please contact our Americans with Disabilities Act Coordinator at (501) 682-6789 or 1-877-708-8191. Both telephone numbers are voice and TDD.

If you have questions regarding this transmittal, please contact the EDS Provider Assistance Center at 1-800-457-4454 (Toll-Free) within Arkansas or locally and Out-of-State at (501) 376-2211.

Arkansas Medicaid provider manuals (including update transmittals), official notices and remittance advice (RA) messages are available for downloading from the Arkansas Medicaid website:

www.medicaid.state.ar.us.

Thank you for your participation in the Arkansas Medicaid Program.

Roy Jeffus, Director

CONTRACT

**TO PARTICIPATE IN THE ARKANSAS MEDICAL ASSISTANCE
PROGRAM ADMINISTERED BY THE DIVISION OF MEDICAL
SERVICES UNDER TITLE XIX (MEDICAID)**

INSTRUCTIONS

Please ensure that the provider name on the front page of the contract is identical to that listed in item #2 or item #3 of the application.

If these two names do not match, your enrollment will be denied and the enrollment packet will be returned.

**CONTRACT
TO PARTICIPATE IN THE ARKANSAS MEDICAL ASSISTANCE PROGRAM
ADMINISTERED BY THE DIVISION OF MEDICAL SERVICES
TITLE XIX (MEDICAID)**

The following agreement is entered into between _____, hereinafter called Provider, and the Arkansas Department of Health and Human Services, hereafter called Department:

1. Provider, in consideration of the covenants therein, agrees to the following:
 - A. To keep all records, as set forth in the appropriate Arkansas Medicaid Provider Manual, Official Notice and Remittance Advice Message, to fully disclose the extent of services provided to individuals receiving assistance under the State Plan.
 - B. To make available all records herein specified to satisfy audit requirements under the Program, to furnish all such records for audits conducted periodically by the Department, the Medicaid Fraud Control Unit of the Arkansas Office of the Attorney General, the U.S. Secretary of the Department of Health and Human Services or their designated agents and/or representatives. For all Medicaid beneficiaries, these records include, but are not limited to those records which are defined in Section "A" of this contract. For clients who are not Medicaid beneficiaries, the records that must be furnished are financial records of charges billed to non-Medicaid insurance to ensure that charges billed to Medicaid do not exceed charges billed to non-Medicaid insurance.
 - 1) In connection with this contract each party hereto will receive certain confidential information relating to the other party. For purposes of this contract, any information furnished or made available to one party relating to the financial condition, results of operation, business, customers, properties, assets, liabilities or information relating to the financial condition relating to beneficiaries and providers, including but not limited to protected health information as defined by the Privacy Rule promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, is collectively referred to as "Confidential Information."
 - 2) The contract shall safeguard the use and disclosure of information concerning applicants for or beneficiaries of Title XIX services in accordance with 42 CFR Part 431, Subpart F, and shall comply with 45 CFR Parts 160 and 164 and shall restrict access to and disclosure of such information in compliance with federal and state laws and regulations."
 - C. To accept assignment under Title XVIII (Medicare) in order to receive payment under Title XIX (Medicaid) for any applicable deductible or coinsurance that may be due and payable under Title XIX (Medicaid).
 - D. To bill Medicaid only after a service has been provided, or as otherwise specified in the appropriate Arkansas Medicaid Provider Manual, Official Notice, or Remittance Advice message.
 - E. To accept payment from Medicaid as payment in full for a covered service, and to make no additional charges to the beneficiary or accept any additional payment from the beneficiary except cost share (co-pay or deductible amounts) so designated by the Medicaid Program.
 - F. To take assignment and file claims with third party sources (medical or liability insurance, etc.), and if third party payment is made to the Provider, to reimburse Medicaid up to the amount Medicaid paid for the services; to make no claims against third party sources for services for which a claim has been submitted to Medicaid; and to notify Medicaid of the identity of each third party source discovered after submission of a claim or claims to Medicaid.
 - G. To make no charge to a beneficiary for a claim or a portion of a claim when a determination that the service was not medically necessary is made based on the professional opinion of appropriate and qualified medical persons on a committee that performs peer review of Medicaid cases either for the Division of Medical Services or for the Quality Improvement Organization (QIO); except that such charge may be made to the beneficiary when he/she has requested the service and has prior knowledge that he/she will be responsible for the cost of such service; and to reimburse the Division of Medical Services for all monies paid for claims for services that later were determined "not medically necessary."
 - H. To provide all services without discrimination on the grounds of race, color, national origin, or physical or mental disability within the provisions of Title VI of the Federal Civil Rights Act, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.
 - I. To accept all changes legally made in the Program, and recognize and abide by such changes upon being notified by the Medicaid Program in the form of an update to, or an Official Notice/Remittance Advice Message pertaining to, the appropriate Arkansas Medicaid Provider Manual.
 - J. That the Department has furnished the Provider with a copy of the Arkansas Medicaid Provider Manual containing the rules, regulations and procedures pertaining to his/her profession. The Provider agrees that the terms and conditions contained therein shall be a part of this contract if the same were set out verbatim herein. The Provider states that he/she is currently licensed to practice in Arkansas or within the State where services were rendered and agrees to promptly notify the Department if his/her license is revoked or suspended. The Provider acknowledges by signature on this contract that he/she has received a copy of the appropriate Arkansas Medicaid Provider Manual.

- K. To conform to all Medicaid requirements covered in Federal or State laws, regulations or manuals.
 - L. To certify by original signature within 48 hours of claims being submitted by an electronic media, a claim count and dollar amount billed, that the information on the claims submitted is true, accurate and complete. The Provider agrees to maintain this certification as a matter of record for all claims submitted electronically, by any media.
 - M. To notify the Department before any change of ownership or operating status. Upon change of ownership or operating status the successor owner or operator shall, as a condition of assumption of this agreement, hold the Department harmless for any rate or payment increases, decreases, or adjustments without respect to whether the increase, decrease, or adjustment relates to services delivered before the change in ownership or operating status.
 - N. FOR HOSPITALS ONLY
To understand that the Quality Improvement Organization (Arkansas Foundation for Medical Care, Inc.) is responsible for the review of Medicaid admissions to inpatient hospitals, specifically for length of stay purposes, medical necessity and as otherwise specified in the Memorandum of Understanding between the individual hospital and Arkansas Foundation for Medical Care, Inc.
- II. The Department, in consideration of the material benefits and the covenants and undertakings of the Provider, agrees as follows:
- A. To make payment to the above named Provider for the appropriate Medicaid covered services provided to eligible Medicaid beneficiaries in accordance with the applicable Medicaid reimbursement schedule in effect for the dates of service, and in accordance with the manual of rules, regulations and procedures that is a part of this contract.
 - B. To notify the above named Provider of applicable changes in Medicaid rules and regulations as they occur.
 - C. To safeguard the confidentiality of any medical records received by the Department or its fiscal intermediary, as specified in Federal and State regulations.
- III. This contract may be terminated or renewed in accordance with the following provisions:
- A. This contract may be voluntarily terminated by either party by giving thirty (30) days written notice to the other party;
 - B. This contract will be automatically renewed for one year on July 1 of each year if neither party gives notice requesting termination;
 - C. This contract may be terminated immediately by the Department for the following reasons:
 - 1) Sanction of provider
 - 2) Returned mail
 - 3) Death of provider
 - 4) Change of ownership
 - 5) Other reasons set out in the applicable Arkansas Medicaid Provider Manual, Official Notice or Remittance Advice message.
 - 6) Failure to conform to the terms or requirements of this contract.

If the Provider is a legal entity other than a person, the person signing this Provider Contract on behalf of the Provider warrants that he/she has legal authority to bind the Provider. The signature of the Provider or the person with the legal authority to bind the Provider on this contract certifies the Provider understands that payment and satisfaction of these claims will be made from Federal and State funds, and that any false claims, statements, or documents, or concealment of material fact, may be prosecuted under applicable Federal and State laws.

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Typed Name)

Name: _____
(Typed Name)

Title: _____

Title: _____

Date: _____

Date: _____
(Effective Date of Contract)

Medicaid Provider Enrollment Unit Contact Information:

In-State WATS: 1-800-457-4454
Local and out of state: (501) 376-2211
Fax: (501) 374-0746
Mailing Address: Medicaid Provider Enrollment Unit
EDS
P.O. Box 8105
Little Rock, AR 72203-8105
Web site www.medicaid.state.ar.us

You must mail or deliver these documents (with an original signature) to Provider Enrollment:

Address change forms
Change of ownership forms
Contract
EFT (electronic funds transfer) forms
Name change forms
Section IV - Group Affiliation
W-9 forms

You may fax these documents to Provider Enrollment:

Certifications
Licenses
Proof of Medicare
Social Security card

The Arkansas Medicaid Web site provides access to information and services including:

Accessing provider manuals, official notices, and remittance advice messages
Obtaining most forms, including the provider application materials
Updating PCP caseload