

**APPENDIX G  
AGENCY ADDENDUM**

**CONTRACTOR NAME**

**1. DISCLOSURES AND ENROLLMENT:**

- A. The Contractor shall make those disclosures to the LME/PIHP as are required to be made to DHB pursuant to 42 C.F.R. §455.104 and 106 and are required by the LME/PIHP accrediting body. LME/PIHP will share accrediting body requirements with Contractor upon request. The Contractor shall disclose any affiliation, by contract or otherwise, with any other provider, or independent contractor to perform any of the duties, responsibilities or obligations of this Contract.
- B. The Contractor shall disclose to the LME/PIHP Contractor's trade name (d/b/a) or any other name Contractor may use to perform the duties and obligations under this Contract.
- C. Contractor, on behalf of itself, its affiliates, subsidiaries, heirs, successors, assigns, partners, directors, members, managers, agents, representatives, employees, shall report to the LME/PIHP any sanctions under the Medicare or Medicaid Programs, including but not limited to overpayments, recoupments, fines, paybacks, suspensions, terminations, lawsuits, insurance claims or payouts, as well as any adverse actions by federal or state regulatory agencies within the previous five (5) years.
- D. Contractor's Licensed Practitioners and Licensed Practitioner Associates may be reimbursed for services to Member(s) upon approval of the practitioner's credentials retroactive to the date of receipt of a complete and accurate Contractor application.
- E. To the extent any of the above required disclosure information is captured in current or existing Medicare or NC Medicaid enrollment application documentation, the LME/PIHP shall accept electronic or paper copies of such documentation as meeting this requirement. Entities no longer enrolled in Medicaid or Medicare will be required to independently meet all disclosure requirements of this Paragraph, federal and state laws, rules and regulations, and the LME/PIHP accrediting body.

**2. DELIVERY OF SERVICES:**

- A. Contractor is required to serve Member(s) within sixty (60) calendar days from the effective date of this Contract. If Contractor has not accepted and delivered services to Member(s) within sixty (60) calendar days from the date of execution of this Contract, the Contract shall be terminated without further notice.

**3. CARE COORDINATION:**

- A. Contractor shall allow LME/PIHP care coordination staff direct access to Member(s) served under this Contract. Contractor shall allow designated LME care coordination staff to attend any treatment team and discharge planning meetings regarding Member(s) served under this Contract, with advanced notice and consistent with the LME's responsibility to provide care coordination to Member(s) with special healthcare needs.
- B. Upon request of LME/PIHP, Contractor shall designate qualified care coordination staff to participate in interdisciplinary team meetings facilitated by the LME/PIHP that involve Member(s) served under this Contract.
- C. Contractor shall provide information pertinent to the development of an Individual Service Plan (ISP) for persons with Intellectual or other Developmental Disabilities, and a Person Centered Plan (PCP) for persons with Mental Health or Substance Abuse Disorder, or shall directly participate in the planning process.

D. Contractor shall be responsible for the development of treatment and/or supports strategies to address assigned areas of responsibility from the PCP or ISP.

**4. INSURANCE:**

A. Contractor shall purchase and maintain insurance as listed below from a company which is licensed and authorized to do business in the State of North Carolina by the North Carolina Department of Insurance.

- i. Professional Liability: The Contractor shall purchase and maintain Professional Liability Insurance protecting the Contractor and any employee performing work under the Contract for an amount of not less than \$1,000,000.00 per occurrence/\$3,000,000.00 annual aggregate.
- ii. Comprehensive General Liability: The Contractor shall purchase and maintain Bodily Injury and Property Damage Liability Insurance protecting the Contractor and any employee performing work under the Contract from claims of Bodily Injury or Property Damage arising from operations under the Contract for an amount of not less than \$1,000,000.00 per occurrence/\$3,000,000.00 annual aggregate.
- iii. Automobile Liability: If Contractor transports recipients, the Contractor shall purchase and maintain Automobile Bodily Injury and Property Damage Liability Insurance covering all owned, non-owned, and hired automobiles for an amount not less than \$500,000.00 each person and \$500,000.00 each occurrence. Policies written on a combined single limit basis shall have a minimum limit of \$1,000,000.00.
- iv. Workers' Compensation and Occupational Disease Insurance, Employer's Liability Insurance: The Contractor shall purchase and maintain Workers' Compensation and Occupational Disease Insurance as required by the statutes of the State of North Carolina. The Contractor shall purchase and maintain Employer's Liability Insurance for an amount not less than Bodily Injury by Accident \$100,000.00 each Accident/ Bodily Injury by Disease \$100,000.00 each Employee/Bodily Injury by Disease \$500,000.00 Policy Limit.
- v. Tail Coverage: Liability insurance may be on either an occurrence basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail coverage) for a period of not less than three (3) years after the end of the contract term, or an agreement to continue liability coverage with a retroactive date on or before the beginning of the contract term, shall also be provided.

B. Any Contractor utilizing any model for self-directing Innovations services and/or Agency With Choice services for Innovations enrollees shall carry Workers Compensation Insurance in accordance with the requirements of the DHB and LME/PIHP Contract and Innovations Waiver §1915(c) rules.

C. Contractor shall:

- i. Provide to the LME/PIHP with Certificate(s) of Insurance (COI) or Change Endorsement(s) with the LME/PIHP named as an Additional Insured prior to the LME/PIHP's execution of the Contract, except that Licensed Independent Professionals are not required to comply with this requirement;
- ii. Submit new COIs no later than ten (10) calendar days after the expiration of any listed policy to ensure documentation of continual coverage;
- iii. Notify the LME/PIHP in writing within forty-eight (48) calendar hours of any cancellation or material change in coverage;
- iv. Provide evidence to the LME/PIHP of continual coverage at the levels stated above within forty-eight (48) calendar hours if Contractor changes insurance carriers during the performance period of the Contract including tail coverage as required for continual coverage; and

- v. Notify the LME/PIHP in writing within forty-eight (48) calendar hours of knowledge or notice of a claim, suit, criminal or administrative proceeding against Contractor and/or Practitioner relating to the quality of services provided under this Contract.
- D. Contractor shall have the right to self-insure provided that Contractor's self-Insurance program is licensed by the Department of Insurance of the State of North Carolina and has been actuarially determined sufficient currently to pay the insurance limits required in the Contract.
- E. Contractor acknowledges that:
- i. Any loss of insurance shall justify the termination of this Contract in the LME/PIHP's sole discretion;
  - ii. Upon Contractor's notification of knowledge or notice of a claim, suit, criminal or administrative proceeding against Contractor and/or Practitioner relating to the quality of services provided under this Contract, LME/PIHP in its sole discretion shall determine within ten (10) days of receipt of notification whether termination of the Contract or other sanction is required; and
  - iii. All insurance requirements of this Contract shall be fully met unless specifically waived in writing by both the LME/PIHP and Contractor.