

APPENDIX F: AGENCY

1. DISCLOSURES AND ENROLLMENT.

- A. The Contractor shall make those disclosures to the BH I/DD Tailored Plan as are required to be made to DHB pursuant to 42 C.F.R. §455.104 and 106 and are required by the BH I/DD Tailored Plan accrediting body. BH I/DD Tailored Plan 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 BH I/DD Tailored Plan 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 BH I/DD Tailored Plan 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 BH I/DD Tailored Plan 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 BH I/DD Tailored Plan 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 may be terminated without further notice.

3. CARE COORDINATION.

- A. Contractor shall allow BH I/DD Tailored Plan care coordination staff direct access to Member(s) served under this Contract. Contractor shall allow designated BH I/DD Tailored Plan 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 BH I/DD Tailored Plan's responsibility to provide care coordination to Member(s) with special healthcare needs.
- B. Upon request of BH I/DD Tailored Plan, Contractor shall designate qualified care coordination staff to participate in interdisciplinary team meetings facilitated by the BH I/DD Tailored Plan 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.

Contractor: Legally Authorized Representation