APPENDIX F: HOSPITAL

1. **WAIVER OF SOVEREIGN IMMUNITY.**
BH I/DD Tailored Plan, only in the manner and to the extent permitted by North Carolina law, including but not limited to N.C.G.S. 122C-152 and N.C.G.S. 122C-210.1, waives the defense of sovereign immunity as to both suit and liability as to all claims and counterclaims between the parties arising from this Contract. This provision shall continue following termination of this Contract for any reason.

2. **LICENSES, ACCREDITATIONS, CREDENTIALING AND QUALIFICATIONS.**
Facilities and/or Programs that are accredited by accrediting agencies accepted by the Centers for Medicare and Medicaid Services shall be considered in compliance with Quality Assurance/ Quality Improvement requirements. Contractor, upon written request by the BH I/DD Tailored Plan shall provide a copy of its QA/QI Plan. Contractor shall meet all Certificate of Need requirements and further agrees and understands that rates are based on a midnight census.

3. **DOCUMENT REQUESTS.**
The Contractor shall provide the BH I/DD Tailored Plan with all necessary clinical information for the BH I/DD Tailored Plan's utilization management process. Contractor shall provide specifically denominated clinical or encounter information required by the BH I/DD Tailored Plan to meet State and Federal monitoring requirements within thirty (30) days of the request, except that BH I/DD Tailored Plan may grant additional time to respond for good cause shown and depending upon the size and scope of the request.

4. **REFERRAL STATUS.**
Acceptance of referrals for inpatient admission is contingent upon the approval and signed order of a physician authorized to admit Enrollees to the inpatient unit.

5. **OBLIGATION TO SERVE.**
Contractor shall serve only those Members for which it has capacity or staff appropriate to treat the Member at the time the Member presents for treatment.

6. **SUBMISSION OF CLAIMS.**
Contractor may submit claims subsequent to the 180 day limits in certain instances, for good cause shown and agreed to by the BH I/DD Tailored Plan.

7. **AUTHORIZATION OF SERVICES.**
In those cases for services requiring prior authorization for inpatient hospitalization, BH I/DD Tailored Plan shall issue a decision to approve or deny a service within seventy two (72) hours after it receives the request for services, provided that the deadline may be extended for up to fourteen (14) additional calendar days if:
    i. The Member requests the extension; or
    ii. The Contractor requests the extension; and,
    iii. The BH I/DD Tailored Plan justifies to the Department upon request:
        a) A need for additional information; and
        b) How the extension is in the Member's interest.

8. **THIRD PARTY REIMBURSEMENT-INSURANCE & MEDICARE.**
If Member has third party insurance and/or Medicare, Contractor shall bill the Member's third party

insurance and/or Medicare prior to billing BH I/DD Tailored Plan. Third party insurance and/or Medicare reimbursement or denial information must be indicated on the claim submitted to the BH I/DD Tailored Plan. Claims submitted without third party insurance or Medicare information will be denied.

9. PHYSICIAN BILLING.

All hospital billing by any physician is covered by the BH I/DD Tailored Plan in the following settings: Emergency Department, Inpatient, and Outpatient.

10. ADDITIONAL CONTROLLING AUTHORITY.

In addition to the Controlling Authority specified in the General Terms and Conditions, Contractor understands and agrees that this Contract shall be governed by Chapter 131E of the North Carolina General Statutes, including any subsequent revisions or amendments there.

11. FOLLOW UP AFTER DISCHARGE.

Timely follow-up care after discharge from an inpatient facility is critical to promoting recovery and successful living in one's community, minimizing adverse outcomes, and preventing unnecessary re-hospitalization. Receiving a community-based service within 7 days of discharge is a nationally accepted standard of care. Discharge planning begins at admission. Effective discharge planning must include collaboration with the family, caregiver or legally responsible person, their informal and natural supports and the PIHP, as well as other agencies involved (such as schools, Social Services, Juvenile Justice, other treatment providers) as appropriate. For a member who is engaged in receiving services from another community-based provider, the Contractor must involve the community-based provider in treatment, discharge planning, and schedule an aftercare appointment within 1-7 days of discharge.

Contractor: Legally Authorized Representative