

APPENDIX F: PRACTITIONER/GROUP

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 Members 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.

Contractor warrants and represents that it consists of licensed practitioners providing outpatient services in the areas of Psychiatry, Psychology, and/or Social Work.

3. CARE COORDINATION.

- A. Contractor shall allow BH I/DD Tailored Plan Care Management staff direct access to Members served under this Contract. With advance notice and consistent with the BH I/DD Tailored Plan's responsibility to provide care coordination to Members with special healthcare needs, Contractor shall allow designated BH I/DD Tailored Plan Care Management staff to attend any treatment team and discharge planning meetings regarding Members served under this Contract.
- B. For purposes of this contract, discharge is considered termination of service by the Contractor. The Contractor shall notify the BH I/DD Tailored Plan of termination of service within 7 days of the termination. The Contractor will work with the BH I/DD Tailored Plan on coordination of care for any continuing services when necessary. 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.
- C. Contractor shall be responsible for the development of treatment and/or supports strategies to address assigned areas of responsibility from the PCP or ISP.
- D. It is the Contractor's responsibility to verify the Member's Medicaid coverage prior to submitting claims to the BH I/DD Tailored Plan. If an individual presents for services who is not eligible for Medicaid and the Contractor reasonably believes that the individual meets Medicaid financial eligibility requirements, Contractor shall refer the Individual to the Department of Social Services to apply for Medicaid.

4. INSURANCE.

- A. Contractor shall purchase and maintain insurance as described in the Contract and 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 as specified below, unless waived in writing by the BH I/DD Tailored Plan.
 - i. 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 a Contract to continue liability coverage with a retroactive date on or before the beginning of the contract term, shall also be provided.
- B. Contractor shall provide evidence to the BH I/DD Tailored Plan of continual coverage at the levels stated within the Contract and above within seven (7) calendar days if Contractor changes insurance carriers during the performance period of the Contract including tail coverage as required for continual coverage.

Contractor: Legally Authorized Representative