

**APPENDIX F: INTERMEDIATE CARE FACILITY ADDENDUM
FOR INDIVIDUALS WITH INTELLECTUAL DISABILITIES**

1. DEFINITIONS.

“Enrollee or Member” means an individual for whom BH I/DD Tailored Plan has issued an authorization for the provision by Contractor of ICF/IID services, as defined by 42 C.F.R. §440.150, during his or her period of residency in (including therapeutic leave days from) a licensed and certified ICF/IID facility operated by Contractor. Such individual shall be considered to be a “Enrollee or Member” only for so long as both such authorization and residency (including therapeutic leave days) is in effect.

2. CONTROLLING AUTHORITY.

In addition to the Controlling Authority listed in the General Terms and Conditions of the Contract, Contractor and BH I/DD Tailored Plan acknowledge that Contractor is in the business of operating one or more licensed and certified intermediate care facilities for individuals with intellectual disabilities (“ICF/IIDs”), each of which have been issued certificate(s) of need (“CONs”) by the State of North Carolina and that such ICF/IID services are to be provided consistent with the Controlling Authorities for such facilities, including but not limited to: 42 C.F.R. §483, Subpart I, federal Guidance to Surveyors: Intermediate Care Facilities for Persons with Mental Retardation [Centers for Medicare and Medicaid Services, State Operations Manual (IOM Publication 100-7, Appendix J)], the North Carolina Certificate of Need (“CON”) Law (N.C.G.S. Chapter 131E, Article 9), and the rules of the North Carolina Commission for Mental Health, Developmental Disabilities and Substance Abuse Services administered by the Mental Health Licensure and Certification Section of the Division of Health Services Regulation of the North Carolina Department of Health (the “Section”). In the event of any conflicts between or among the above referenced Authorities, it is understood and agreed that the requirements of the federal government shall be controlling.

3. BILLING AUDITS, DOCUMENTATION AND RECORDS RETENTION.

Contractor shall be responsible for completion of all necessary and customary documentation required for the services provided under the Contract, including but not limited to the Member’s Comprehensive Functional Assessment [as required by 42 C.F.R. §483.440(c)(3)] and Individual Program Plan [as required by 42 C.F.R. §483.440(c)].

4. AUTHORIZATION OF SERVICES.

Contractor shall complete and submit to BH I/DD Tailored Plan, for services provided under this contract, documentation of the standardized prior approval process for each Member to be served hereunder utilizing the level of care determination form as designated by the Department. Such documentation shall be provided by Contractor to BH I/DD Tailored Plan every one hundred and eighty (180) days for continued authorization of services.

5. SURVEYS.

The ICF/MR Branch of the North Carolina Division of Health Services Regulation shall be responsible for conducting all surveys of Contractor’s ICF/IID facilities.

6. REIMBURSEMENT.

Contractor shall be reimbursed for authorized ICF/IID level of care provided to each Member on a bed day rate equal to the facility-specific bed day rate as established by the North Carolina Division of Medical Assistance for the current fiscal year.

Contractor and BH I/DD Tailored Plan may create Member-specific rates to address unique needs of an individual Member.

Contractor agrees to accept the payment at the rate established in this paragraph less any applicable Patient Liability, as payment in full from BH I/DD Tailored Plan (but the Member shall remain responsible for the Patient Liability).

Contractor shall submit its approved rate letter from the North Carolina Division of Medical Assistance to BH I/DD Tailored Plan within ten (10) days of receipt.

7. REFERRALS TO CONTRACTOR.

BH I/DD Tailored Plan shall refer appropriate individuals to Contractor for services based on medical necessity, Member acuity, life and safety considerations and behavioral characteristics and the person's individual choice. All referred individuals shall be those for whom a community ICF/IID placement is appropriate, as determined by the individual's treatment team and with the individual's/guardian's acceptance of the placement. BH I/DD Tailored Plan reserves the right to refer to other providers and no referrals or authorizations are guaranteed to take place under this Contract. BH I/DD Tailored Plan shall endeavor at all times to ensure that vacant beds are appropriately filled within five (5) business days of the notification of the vacant bed.

In the event Contractor determines that any referral is not appropriate, BH I/DD Tailored Plan and Contractor shall mediate their differences regarding the referral on an informal basis within 5 business days of such referral. If mediation fails to resolve the issue the decision of the Contractor will be final.

8. PATIENT LIABILITY.

Contractor shall report the Member's Patient Liability to BH I/DD Tailored Plan on a monthly basis. The Patient Liability shall be reported in Box 55 of the 837I (HCFA1450-UB92). Payments to Contractor from BH I/DD Tailored Plan shall be reduced by the amount reported as Patient Liability.

Contractor: Legally Authorized Representative