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MEDICAID DIRECT NETWORK PARTICIPATING PROVIDER CONTRACT

NOTE: THIS AGREEMENT IS BINDING UPON EACH PARTY AT THE TIME THAT THE PARTY SIGNS THIS AGREEMENT AND MAY BE AMENDED BY THE PARTIES TO COMPLY WITH ANY REQUIREMENTS OF THE STATE OF NORTH CAROLINA. [PROVIDER] ACKNOWLEDGES THAT THE REQUIREMENTS OF THE STATE OF NORTH CAROLINA, THE STATE CONTRACTS, AND APPLICABLE LAWS AND REGULATIONS, AS AMENDED FROM TIME TO TIME, ARE INCORPORATED.

THIS MEDICAID DIRECT NETWORK PARTICIPATING PROVIDER CONTRACT (“Contract”) is made and entered into by and between Alliance Health, a political subdivision of the State of North Carolina and Prepaid Inpatient Health Plan (hereinafter referred to as “Alliance” or “PIHP”), and the Provider listed below (hereinafter referred to as “Provider” or “Participating Provider”), also individually referred to as “Party” and collectively as “Parties”, for Provider’s provision of Medicaid Covered health care items and Services to Alliance’s Medicaid Direct Members.

Provider Legal Name	Enter Provider Name
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ARTICLE I: GENERAL TERMS AND CONDITIONS

1. CONSTRUCTION:

- a. This Contract is designed for use with a variety of Providers. Provisions specific to particular Providers are included and incorporated herein in Attachments to this Contract.
- b. The following rules of construction apply to this Contract: (i) all words used in this Contract will be construed to be of such gender or number as the circumstances require; (ii) references to specific statutes, regulations, rules or forms, include subsequent amendments or successors to them; and (iii) references to a government department or agency include any successor departments or agencies.
- c. The Paragraph headings used herein are for reference and convenience only, and shall not enter into the interpretation this Contract. Any appendices, exhibits, or schedules referred to herein or attached or to be attached hereto are incorporated to the same extent as if set forth in full herein.
- d. This Contract may be executed in two (2) or more counterparts and may be executed and transmitted by way of original signature, facsimile or electronic signature, and if so, shall be considered an original.

2. **DEFINITIONS:**

In addition to terms defined elsewhere in this Contract, the following terms when used in this Contract shall have the meanings set forth below. The use of the singular of any of these words, terms or acronyms herein shall be construed to include the plural and vice versa. Any term not otherwise specified herein shall have the same definition and meaning as in the Alliance Provider Manual or N.C.G.S. § 122C-3

- a. **1115 Demonstration Waiver:** As defined by Section 1115 of the Social Security Act, state demonstrations that give states additional flexibility to design and improve their programs by demonstrating and evaluating state-specific policy approaches to better serving Medicaid populations. Specifically, North Carolina's amended 1115 demonstration waiver application to the federal Centers for Medicare & Medicaid Services (CMS) focuses on the specific items of the Medicaid Managed Care transformation that require CMS waiver approval (waiver #11-W00313/4; <https://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Waivers/1115/downloads/nc/nc-medicaid-reform-ca.pdf>).
- b. **1915(c) Medicaid Waiver:** refers to the two (2) North Carolina Medicaid Section 1915(c) Home and Community-Based Services (HCBS) waivers: the North Carolina Innovations waiver for individuals with Intellectual and Developmental Disabilities (I/DD) and the (Traumatic Brain Injury (TBI) waiver for individuals with a TBI in limited geographies. The Innovations and TBI waivers provide a community-based alternative to institutional care for PIHP's Members who meet medical necessity for an institutional level of care.
- c. **Advanced Medical Home (AMH)/Advanced Medical Home Plus (AMH+):** AMH shall refer to primary care practices certified by the Department, whose providers have experience delivering primary care services to the PIHP's eligible population, or can otherwise demonstrate strong competency to serve that population. AMH+ practices must be certified by the Department as AMH Tier 3 practices.
- d. **Amendment:** means any change to the terms of a contract, including terms incorporated by reference, including a change that modifies fee schedules. A change required by federal or State law, rule, regulation, administrative hearing, or court order or by State Contract is not an Amendment.
- e. **Behavioral Health and Intellectual /Developmental Disability Tailored Plan (BH I/DD Tailored Plan or Tailored Plan):** means a capitated prepaid health plan contract under the NC Medicaid transformation 1115 demonstration waiver that meets all of the requirements of Article 4 of Chapter 108D of the North Carolina General Statutes, including the requirements pertaining to BH I/DD tailored plans.
- f. **Behavioral Health and Intellectual /Developmental Disability Tailored Plan Region (BH I/DD Tailored Plan Region or Tailored Plan Region or Region):** means the geographic portion of North Carolina as defined by the Division of Health Benefits (DHB) that is served by Alliance pursuant to contracts with the North Carolina Department of Health and Human Services (DHHS).
- g. **Benefit Plan:** The specific plan of benefits for health care coverage for Medicaid Direct Members that is provided, sponsored or administered by Alliance directly or through its Contractors, and contains the terms and conditions of a Member's coverage for Services, including exclusions and limitations, and all other provisions applicable to the coverage of such Covered Services.

- h. **Beneficiary:** An individual who is enrolled in the North Carolina Medicaid or NC Health Choice programs but who may or may not be enrolled in the Medicaid Managed Care program.
- i. **Care Management Agency (CMA):** Provider organization with experience delivering BH, I/DD, and/or TBI services to Alliance's eligible population that will hold primary responsibility for providing Tailored Care Management to Medicaid Direct Members assigned to it, under the Tailored Care Management model as certified by the State.
- j. **Clean Claim:** means a claim submitted to Alliance for Covered Services that is (i) received timely by Alliance, (ii) can be processed without obtaining additional information from the provider, (iii) includes all relevant information necessary to determine payor liability and to comply with applicable laws, regulations and N.C. Medicaid Program Requirements, including, but not limited to 42 C.F. R. § 447.45, (iv) is not under review for Medical Necessity. A Clean Claim does not include a claim from a Provider that is under investigation for fraud or abuse.
- k. **Closed Provider Network or Closed Network:** means the network of Providers that have contracted with Alliance or its Contractors to furnish mental health, intellectual or developmental disabilities, and substance abuse services to Members. Providers acknowledge and understand that Alliance has full authority to create and manage its Closed Provider Network.
- l. **Contract:** means this Medicaid Direct Network Participating Provider Contract between Alliance and a Medicaid-enrolled health care provider, including any and all Appendices and Attachments and contract documents, which are incorporated herein as the embodiment of the agreement between Alliance and Provider for the provision of health care Covered Services in the Alliance Closed Provider Network.
- m. **Covered Services:** means Medically Necessary health care items and Services covered under Alliance's Medicaid Direct Benefit Plan.
- n. **Credentialing Criteria:** means Alliance's criteria for the credentialing or re-credentialing of Providers.
- o. **Days:** shall mean calendar days unless otherwise specified. A "business" or "working" day is a day on which Alliance is officially open for business. Unless otherwise specified within the Contract, days are tracked as Calendar Days.
- p. **Department:** means the North Carolina Department of Health and Human Service (DHHS) and its Divisions, including but not limited to the Division of Health Benefits (DHB), Division of Mental Health, Developmental Disabilities and Substance Abuse Services (DMH/DD/SAS), and Division of Health Service Regulation (DHSR).
- q. **Electronic Provider Portal Access/ User Addendum:** means the User Agreement to access Alliance's secure, web-based, electronic authorization, care coordination and billing system required to be used by Provider, attached hereto as Appendix E and incorporated herein.
- r. **Electronic Visit Verification System:** means, as set forth in Section 12006 of the 21st Century Cures Act, with respect to personal care services or home health care services, a system under which visits conducted as part of such services are electronically verified with respect to (i) the type of service performed, (ii) the individual receiving the service, (iii) the date of the service, (iv) the location of service delivery, (v) the individual providing the service and (vi) the time the service begins and ends.

- s. **Emergency Services:** has the same meaning as defined in 42 CFR § 422.113 and § 438.114.
- t. **Encounter Data:** means encounter information, data and reports for Covered Services provided to a Member who meets the requirements for Clean Claims.
- u. **Federal Health Care Program:** means a Federal health care program as defined in section 1128B(f) of the Social Security Act, and includes Medicare, Medicaid, and CHIP.
- v. **Governmental Authority:** means the United States of America, the States, or any department or agency thereof having jurisdiction over Alliance, a Provider or their respective affiliates, employees, subcontractors or agents. DHHS is a Governmental Authority as defined herein.
- w. **Health Care Provider:** means an individual who is licensed, certified, or otherwise authorized under Chapter 90 or Chapter 90B of the General Statutes or under the laws of another state to provide health care services in the ordinary course of business or practice of a profession or in an approved education or training program and a facility that is licensed under Chapter 131E or Chapter 122C of the General Statutes or is owned or operated by the State of North Carolina in which health care services are provided to patients.
- x. **Health System (also, Hospital System or System):** means a hospital and its designated affiliated physicians or health care practices, as the terms Health System and Hospital System are accepted by the Department. A Health System or Hospital System includes all facilities and sites enrolled with the Department and affiliated with the System in the Department's Medicaid Management Information System and all practitioners billing through the System's National Provider Identifier(s) on the effective date of this Contract.
- y. **Health System Medicaid Contract Services:** (also, "Attachment A-1") refers to the medically necessary Mental Health, Intellectual/Developmental Disability, and/or Substance Abuse Services set forth in Attachment A-1 published on the Alliance Health website at <https://www.alliancehealthplan.org/document-library/65995> that a contracted Health System Provider is eligible and qualified to provide to Alliance's Members pursuant to the terms of this Contract. Attachment A-1 is incorporated herein by reference as an essential Contract document.
- z. **Ineligible Person:** means an individual or entity who (a) is currently excluded, debarred, suspended or otherwise excluded from participating in (i) Federal Health Care Programs, as may be identified in the List of Excluded Individuals/Entities maintained by the OIG, or (ii) Federal procurement or non-procurement programs, as may be identified in the System for Award Management maintained by the General Services Administration, (b) has been convicted of a criminal offense subject to OIG's mandatory exclusion authority for Federal Health Care Programs described in section 1128 or 1128A of the Social Security Act, but has not yet been excluded, debarred or otherwise declared ineligible to participate in such programs, or (c) is currently excluded, debarred, suspended or otherwise ineligible to participate in State medical assistance programs, including Medicaid or CHIP, or State procurement or non-procurement programs as determined by a State Governmental Authority.
- aa. **Innovations Waiver:** means the Medicaid Section 1915(c) Home and Community-Based Services (HCBS) waiver for eligible individuals with (I/DD) that Alliance operates in its Region.
- bb. **Law:** means any and all applicable laws, rules, regulations, statutes, orders, standards, guidance and instructions of any Governmental Authority, as adopted, amended, or issued from time to time, including but not limited to (a) the Social Security Act, including Titles XVII (Medicare),

XIX (Medicaid) and XXI (State Children's Health Insurance Program or CHIP) and North Carolina Medicaid Waivers 1915(c) and the 1115 Demonstration Waiver, (b) the Health Insurance Portability and Accountability Act of 1996 (HIPAA), (c) Federal and State privacy laws other than HIPAA, (d) Federal and State laws regarding patients' advance directives, (e) State laws and regulations governing third party administrators or utilization review agents, and (f) State laws and regulations governing the provision of Medicaid health care services.

cc. **Local Management Entity/Managed Care Organization:** has the same meaning as in N.C.G.S. 122C-3 (20c).

dd. **Medicaid Direct:** Refers to the Medicaid Fee-For-Service program serving Beneficiaries who are not enrolled in a Prepaid Health Plan or the EBCI Tribal Option.

ee. **Medical Record:** means a single complete record, maintained by the Provider, which documents all of the treatment plans developed for, and Covered Services received by a Member.

ff. **Medically Necessary or Medical Necessity:** Medical necessity is determined by generally accepted North Carolina community practice standards as verified by independent Medicaid consultants. As required by 10A NCAC 25A.0201, a medically necessary service may not be experimental in nature.

gg. **Member:** means Medicaid and NC Health Choice Beneficiaries specifically enrolled in and receiving benefits through the PIHP..

hh. **NC Medicaid Program:** means the program operated by the Department for the provision of health care services to Medicaid beneficiaries based on the payment methods set forth in the State Plan for Medical Assistance and the applicable policies and procedures of DHB. Participation in the Alliance Network is distinct from Enrollment in the NC Medicaid Program.

ii. **NC Tracks:** means the multi-payer Medicaid Management Information System for the NC Department of Health and Human Services. It is a condition precedent of this Contract and payment hereunder that Provider be properly enrolled in NC Tracks.

jj. **Notice:** means a written communication between the Parties delivered by trackable mail, electronic means or facsimile to the Notice Contact listed in Article I. Paragraph 13 of the Contract.

kk. **Overpayment:** means the payments a Provider receives from Alliance to which the Provider is not entitled, including but not limited to payments (a) for items and services that are not Covered Services, (b) paid in error, (c) resulting from enrollment errors, (d) resulting from claims payment errors, data entry errors or incorrectly submitted claims, or (e) for claims paid when Alliance was the secondary payor and the Provider should have been reimbursed by the primary payor.

ll. **Participating Provider (Provider):** means an individual, entity or Health Care Provider, as that term is defined by N.C.G.S. §58-50-270(3a), that has entered into a Medicaid Direct Network Participating Provider Contract with Alliance or with any of its Contractors for the provision of Covered Services to Alliance Members. Participating Providers must maintain a Network Participating Provider Contract with Alliance, comply with monitoring and oversight obligations, and provide consistent, timely services to Members pursuant to this Contract in order to request payment or reimbursement for those services.

mm. **Principal:** means a person with a direct or indirect ownership interest of five percent or more in Provider.

nn. **Program Requirements:** refers to collectively as the requirements of Governmental Authorities governing a Provider's participation in Alliance's provider network and rendering Covered Services to Medicaid Direct Members pursuant to a Benefit Plan including, where applicable, the requirements of a contract between the Governmental Authority and Alliance.

oo. **Provider-based Care Management:** Care management where the care manager is affiliated with an AMH+ practice or Care Management Agency (CMA) and performs care management at the site of care, in the home, or in the community through in-person and other methods of interaction between Member and providers

pp. **Provider Manual:** means Alliance's most current Provider Manual, as approved by the Department, that offers information and education to providers about the Alliance Benefit Plan and Medicaid Managed Care. It sets forth Alliance's requirements, rules, policies and procedures applicable to Participating Providers, as adopted or amended by Alliance from time to time. An electronic version of the Provider Manual is accessible via the Alliance website or the Provider Web Portal, and in writing upon request of a Participating Provider at: <https://www.alliancehealthplan.org/providers/publications-forms-documents/>

qq. **Provider Web Portal:** means an internet based portal that provides access to Program Requirements, and provider specific information. Providers may access training materials, submit appeals and grievances, and receive notices via the Provider Web Portal.

rr. **Service:** means medically necessary Covered Service(s) set forth in Attachment A that Provider is eligible and qualified to provide to Alliance's Members pursuant to the terms of this Contract.

ss. **Standard Plan:** has the same meaning as Standard Plan as defined in N.C. Gen. Stat. § 108D-1(36).

tt. **State:** whether capitalized or not, means the State of North Carolina or the Department as an agency or in its capacity as a Governmental Authority. Any references to state law, policies, procedures, regulations, controlling authority and/or other standards applicable to this Contract shall refer to North Carolina without regard to whether a Provider may have offices and/or deliver Services outside of North Carolina. Where a Provider is subject to the law, policies, procedures, regulations and/or other standards of different state(s), Provider must also adhere to authority of the State of North Carolina applicable to Services delivered under this Contract.

uu. **State Contract:** means the Medicaid Direct Prepaid Inpatient Health Plan Contract between Alliance and DHHS in effect throughout the Term of this Contract pursuant to which Alliance manages the Behavioral Health and I/DD Services for Medicaid Direct for the Department.

vv. **Tailored Care Management:** The care management model for BH I/DD Tailored Plan Members and PIHP Members who meet eligibility criteria.

ww. **Traumatic Brain Injury Waiver (TBI Waiver):** means the Medicaid Section 1915(c) Home and Community-Based Services (HCBS) waiver for eligible individuals with traumatic brain injury (TBI) that Alliance operates in the geographic area covered by this Contract. The TBI Waiver may not operate in all geographic areas of the state. Contract requirements for the TBI Waiver apply for Alliance to the extent that the TBI Waiver is operational in its geographic area.

xx. **US DHHS:** means the U.S. Department of Health and Human Services, including its agency the Centers for Medicare and Medicaid Services (CMS) and its Office of Inspector General (OIG).

3. **RELATIONSHIP OF THE PARTIES:** Provider enters into this Contract with Alliance for the purpose of providing medically necessary Medicaid Direct Services to Alliance Members. This Contract is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the Parties, their employees, partners, or agents but rather Provider is an independent contractor of Alliance. Further, neither Party shall be considered an employee or agent of the other for any purpose including but not limited to, compensation for services, employee welfare and pension benefits, workers' compensation insurance, or any other fringe benefits of employment.

4. **ENTIRE AGREEMENT AND REVISIONS:** This Contract, including the Attachments and Appendices, each of which is made a part of and incorporated into this Contract, the Provider Manual and any addenda or amendments comprises the complete agreement between the Parties and supersedes all previous agreements and understandings, whether verbal or in writing, related to the subject matter of this Contract.

5. **CONTROLLING AUTHORITY:** Provider agrees to comply with Controlling Authority and any and all applicable federal, state and local laws, rules and regulations, or orders as amended, implemented, or supplemented. Provider shall be responsible for keeping abreast of changes to Controlling Authority and to provide education and training to its staff and employees as appropriate. Provider shall develop and implement a compliance program in accordance with 42 U.S.C. § 1396a (kk)(5). This Contract is required by 42 C.F.R. §438.214 and shall be subject to the following, including any subsequent revisions or amendments thereto, (hereinafter referred to as the "Controlling Authority"):

- a. Title XIX of the Social Security Act and its implementing regulations.
- b. Applicable provisions of North Carolina General Statutes Chapters 108A, 108D and 122C.
- c. The North Carolina State Plan for Medical Assistance.
- d. The North Carolina Mental Health, Developmental Disabilities, and Substance Abuse Services (MH/DD/SA) health plan waiver authorized by the Centers for Medicare and Medicaid Services (CMS) pursuant to Section 1915(b) of the Act, and the N.C. Home and Community Based Services Innovations waiver authorized by CMS pursuant to Section 1915(c) of the Act.
- e. The federal anti-kickback statute, 42 U.S.C. § 1320a-7b(b) and its implementing regulations; the federal False Claims Act, 31 U.S.C. §§ 3729 – 3733 and its implementing regulations; and the North Carolina Medical Providers False Claims Act, N.C. Gen. Stat. § 108A-70-10 *et seq.*
- f. All federal and state Member's rights and confidentiality laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, 45 CFR Parts 160, 162 and 164, as further expanded by the Health Information Technology for Economic and Clinical Health Act (HITECH Act), adopted as part of the American Recovery and Reinvestment Act of 2009, commonly known as "ARRA" (Public Law 111-5) and any subsequent modifications thereof; the Substance Abuse Confidentiality regulations codified at 42 U.S.C. § 290dd-2 and 42 CFR Part 2; N.C.G.S. § 122C-51, *et seq.*; N.C.G.S. § 108A-80; 10A NCAC Subchapter 26B; and DMH/DD/SAS Confidentiality Rules published as APSM 45-1 (effective January 2005).
- g. Regulations concerning access to care, utilization review, clinical studies, utilization management, care management, quality management, disclosure and credentialing activities as set forth 42 CFR Parts 438, 441, 455, and 456.
- h. State licensure and certification laws, rules and regulations applicable to Provider.
- i. Medical or clinical coverage policies promulgated by the Department in accordance with N.C.G.S. § 108A-54.2.
- j. The Alliance Provider Manual.

k. Applicable federal and state records retention, recordkeeping and reporting rules, regulations and requirements, including but not limited to the DMH/DD/SAS Records Management and Documentation Manual, APSM 45-2, effective April 1, 2009, and APSM 10-3 and all applicable revisions, amendments, and/or updates.

l. The Americans With Disabilities Act, Titles VI and VII of the Civil Rights Act of 1964, Sections 503 and 504 of the Vocational Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and subsequent amendments and regulations developed pursuant thereto, to the effect that no person shall, on the grounds of sex, age, race, religious affiliation, handicap, or national origin, be subjected to discrimination in the provision of any services or in employment practices.

m. The Drug Free Workplace Act of 1988.

n. Any other applicable federal or state Laws, rules or regulations, or orders in effect at the time the service is rendered.

6. **COMPLIANCE WITH LAWS:** Provider understands that applicable State and Federal requirements and Alliance policies and procedures may be changed or updated during the term of this Contract and that those changes will apply to this Contract in the same manner as the original authority. Alliance will post changes to the Alliance Provider Manual on the Alliance website at least thirty (30) days prior to the effective date of any changes to the Manual.

Providers shall cooperate with Alliance with respect to Alliance's compliance with Laws, accreditation and Program Requirements, including downstream requirements that are inherent to Alliance's responsibilities under Laws, accreditation or Program Requirements. Provider shall not knowingly take any action contrary to Alliance's obligations under Laws, accreditation or Program Requirements.

7. **ASSURANCE OF THE RIGHTS OF MEMBERS:** The Provider shall comply with the implementation of all policies and procedures, created by Alliance for the assurance of the rights of Members served by the Provider and all Laws, rules and/or regulations including Member grievance, appeal, and fair hearing procedures and timeframes as specified in 42 CFR 438.400 through 42 CFR 438.424 and Article 3, Part 1 of the North Carolina General Statutes Chapter 122C and rules promulgated thereunder. Provider's compliance with Member grievance, appeal and fair hearing procedures shall include Provider's cooperation with Member and Alliance, providing information, records or documents requested by Alliance and participating in the grievance/appeal process when applicable.

Provider shall protect the confidentiality of any and all Members and will not discuss, transmit, or narrate in any form other information, medical or otherwise, received in the course of providing Services hereunder, except as authorized by the individual, his legally responsible person, or as otherwise permitted or required by law. The Provider shall, in addition, meet all confidentiality requirements promulgated by any applicable governmental authority. Further, Provider shall adhere to the Confidentiality laws set forth in N.C.G.S. Chapter 122C Article 3 Part 1.

8. **NON-DISCRIMINATION - EQUITABLE TREATMENT OF MEMBERS:** Providers shall not discriminate in their treatment of Members based on Members' health status, source of payment, cost of treatment or participation in Benefit Plan, genetic information or ethnicity. Further, Provider agrees that Lesbian, Gay, Bisexual, Transgender, or Questioning (LGBTQ) Members who obtain covered services shall not be subject to treatment or bias that does not affirm the member's identifying orientation.

Providers shall not bill Members for any items or services, such as missed appointments or administrative fees, where such billing is prohibited by Laws or Program Requirements. Provider shall not bill any Member for Covered Services. This provision shall not prohibit Provider and Member from agreeing to continue non-covered services at the Member's own expense, as long as Provider has notified Member in advance that PIHP may not cover or continue to cover specific services and the Member elects to receive the service with that understanding.

Providers may freely communicate with Members about their treatment regardless of Benefit Plan coverage limitations. Alliance does not dictate or control clinical decisions respecting a Member's medical treatment or care. Medical care is the responsibility of the treating Provider regardless of any coverage determination by Alliance. Nothing in this Contract shall be interpreted to permit interference by Alliance with communications between a Provider and a Member regarding the Member's medical condition or available treatment options.

9. **TERM:** The Term of this Contract shall begin on the XXX day of Month, 2023 (the "Effective Date"), and continue for a period of one year, and thereafter shall renew for successive periods of one year each unless a Party provides notice of nonrenewal to the other at least 90 days before the end of the then current (initial or renewal) term, unless and until the Contract is terminated in accordance with the terms and conditions herein. Notwithstanding the above, the term of this Contract, including any renewal, shall not exceed the term of the State Contract. The Effective Date of any Provider added under this Contract shall be the later of the effective date of this Contract or the date by which the Provider's enrollment as a Medicaid enrolled provider is effective within NC Tracks or successor NC Medicaid provider enrollment system(s).

10. **CHOICE OF LAW/ MANDATORY FORUM SELECTION:** This Contract shall be governed by and interpreted and enforced in accordance with the laws of the State of North Carolina, except where Federal law applies, without regard to principles of conflict of laws. Each of the Parties hereby agrees and consents to be subject to the exclusive jurisdiction and venue of the appropriate State or Federal court located in Wake County, North Carolina in any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with this Agreement. Where applicable, a Provider shall fully exhaust Alliance's reconsideration procedure as set forth in the Provider Manual before seeking any other remedy.

11. **NON-WAIVER:** No covenant, condition, or undertaking contained in the Contract may be waived except by the written agreement of the Parties. Forbearance or indulgence in any other form by either Party in regard to any covenant, condition or undertaking to be kept or performed by the other Party shall not constitute a waiver thereof, and until complete satisfaction or performance of all such covenants, conditions, and undertakings, the other Party shall be entitled to invoke any remedy available under the Contract, despite any such forbearance or indulgence. A waiver by a Party of a breach or failure to perform this Contract shall not constitute a waiver of any subsequent breach or failure.

12. **DISPUTE RESOLUTION:**

Provider has the right to file a Grievance or Appeal with Alliance. Provider Appeals and Grievances shall be handled in a manner consistent with the Alliance's policies on Provider Appeals and Provider grievances. The following items are the reasons for which the PIHP must allow a provider to appeal a decision adverse to the provider made by the PIHP, which is separate from an Adverse Benefit Determination issued to a Member, which may only be appealed with written permission of the Member/LRP. The Provider may file a grievance in other matters as outlined in the Provider Manual. Provider has the right to request reconsideration of certain actions taken by Alliance, including:

- a) Finding of or recovery of an overpayment by the PIHP;
- b) Withhold or suspension of a payment related to waste or abuse concerns;
- c) Contract termination for cause or finding of contract violation;
- d) Corrective action by the PIHP;
- e) Determination to downgrade or de-certify an AMH+ or CMA.

The internal Appeal process with the PIHP must be exhausted before seeking other legal or administrative remedies under state or federal law.

13. **SEVERABILITY**: If any one or more provisions of this Contract are declared invalid or unenforceable, the same shall not affect the validity or enforceability of any other provision of this Contract and such invalid or unenforceable provision(s) shall be limited or curtailed only to the extent necessary to make such provision valid and enforceable.

14. **NOTICE**: Any Notice to be given under this Contract including proposed amendments and other notices, pertaining to the contractual relationship between parties shall be in writing and addressed to the receiving Party as its Notice Contact is designated below, or at such other address as the Party may designate by prior written Notice to the other Party. Means for sending all notices provided under this Contract shall be one or more of the following, calculated as (i) five business days following the date the notice is placed, first-class postage prepaid, in the United States mail; (ii) on the day the notice is hand delivered; (iii) for certified or registered mail, the date on the return receipt; or (iv) for commercial courier service, the date of delivery. Nothing in this section prohibits the use of an electronic medium for a communication other than an amendment if agreed to by Alliance and the Provider:

Enter Provider Name	Alliance Health
Notice Contact Name:	ATTN: CONTRACTS
Title:	5200 West Paramount Parkway, Suite 200
Mailing Address:	Morrisville, NC 27560
City, State, Zip Code	Contracts@AllianceHealthPlan.org

15. **NOTICE OF CHANGE**: Provider agrees, understands and acknowledges that services delivered under this Contract are site and Service specific. Providers are required to notify Alliance when organizational changes occur, including but not limited to changes in ownership, personnel, address, and name /or and contact information. Providers are required to follow the Notice of Change requirements for contained in the Provider Manual utilizing the Alliance Notice of Change Form available on the Alliance website. Alliance will not process retroactive changes, and the effective date of any change will be no sooner than the effective date on the Notice of Change or the effective date shown in NC Tracks, whichever is later. Any changes must be reported in writing to Alliance pursuant to the Alliance Provider Manual.

16. **TERMINATION**: Alliance reserves the right, in its sole discretion, at any time during the term of the Contract to remove one or more services provided by Provider at one or more identified Site Addresses from the Contract for no reason or any reason, including, but not limited to, Network provider capacity maintenance, Member health and safety, Provider not meeting Member demand and/or needs, Provider quality management, or any other reason Alliance deems necessary to manage its Network of Providers. Except for circumstances requiring immediate termination and/or suspension as set forth in subsection f. of this paragraph, Alliance shall provide thirty (30) days written notice prior to the removal of a Service. Termination of this Contract in whole or part under the terms set forth below shall not form the basis of any claim for loss of anticipated profits by either Party. The rights and remedies provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. Any decision to terminate must comply with the requirements of this Contract. Termination is not an adverse determination as that term is defined in N.C. Gen. Stat. § 108C-2(1). Termination by a PIHP of all or part of a Provider contract is not termination or disenrollment from the Medicaid Program by the Department.

a. **Non-Appropriation**. Funds used for Provider payments are government funds. Either Party may terminate the Contract or individual Services immediately if Federal, State or local funds allocated to Alliance are reduced, revoked or terminated in a manner beyond the control of the Alliance for any part of the Contract period. In such event, Alliance will reimburse Provider for

timely submitted Clean Claims for Services provided which were authorized as necessary by the Alliance prior to the date of such change in Federal, State or local funding.

b. **Mutual Agreement.** This Contract may be terminated in whole or part at any time upon mutual consent of both Parties with mutually agreed upon Notice to Members or after thirty (30) days upon notice of termination by one of the contracting Parties. Alliance may withhold payment or impose other penalties or sanctions (up to and including termination of any other Contract(s) between Alliance and Provider) in the event that Provider fails to give at least thirty (30) days' notice of termination.

c. **Termination for Convenience.** This Contract may be terminated in whole or part after thirty (30) days' written Notice of termination by one of the contracting Parties.

d. **Termination for Cause.** Alliance may terminate the Contract in whole or part with cause upon thirty (30) days' written notice to Provider. Cause for termination of the Contract may include, but is not limited to:

- i. Failure to implement or provide functions or services as specified in this Contract. Failure to provide timely, complete and accurate documentation of services as required by this Contract may also lead to withholding of funds or termination of the Contract; and/or
- ii. The conduct of Provider or Provider's employees or agents or the standard of services provided threatens to place the health or safety of any Member in jeopardy. Conduct of Provider's employee(s) or agent(s) that threatens to place the health or safety of any Member in jeopardy shall not constitute grounds for termination of the entire Contract provided Provider takes appropriate action toward said employee(s) or agent(s). Alliance maintains its right to terminate this Contract should Provider fail to take appropriate action toward employees or agents whose conduct threatens to place the health or safety of any Member in jeopardy; and/or
- iii. Failure of Provider to cooperate with any investigation authorized by Controlling Authority and deemed necessary by Alliance in regard to Alliance Members; and/or
- iv. Failure of Provider to reimburse Alliance for final overpayments identified by Alliance or failure to comply with payment plans established by Alliance as outlined in Article IV, Billing and Reimbursement; and/or
- v. Failure of Provider to accurately maintain enrollment in NC Tracks; and/or
- vi. Failure of Provider to meet or maintain NC Medicaid Program Requirements
- vii. Any other material breach of this Contract.

e. **Notice of Termination for Cause.** Written notice to Terminate for Cause shall include:

- i. The reason for decision to terminate;
- ii. The effective date of termination;
- iii. The Provider's right to Appeal the decision; and
- iv. How to request an Appeal.

f. **Immediate Terminations and Suspensions of Contract.** Provider acknowledges and agrees that Alliance shall terminate all or a portion of this Contract immediately, without prior written Notice or opportunity to cure in the following circumstances:

- i. Loss of Provider's required facility or professional licensure;
- ii. Failure to meet or maintain Alliance's credentialing or re-credentialing standards;
- iii. Provider has been debarred, suspended, terminated, or is otherwise lawfully prohibited from participation in any federal or state government procurement activity;
- iv. The final substantiation and determination by The Department of Medicaid fraud and/or abuse.
- v. In accordance with 42 CFR § 455.416:
 - a) When any person with a five percent (5%) or greater direct or indirect ownership interest in the Provider agency does not submit timely and accurate information and cooperate with any screening methods required under this Contract;

- b) When any person with a five percent (5%) or greater direct or indirect ownership interest in the Provider agency has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last ten (10) years, unless Alliance determines that termination is not in the best interests of the Alliance's Provider Network;
- c) If Provider is terminated, under title XVIII of the Social Security Act or under the Medicaid Program or Children's Health Insurance Program of any State;
- d) If the Provider or a person with an ownership or control interest or who is an agent or managing employee of the Provider agency fails to submit timely or accurate information, unless Alliance determines that termination is not in the best interests of the Alliance's Provider Network;
- e) If the Provider, or any person with a five percent (5%) or greater direct or indirect ownership interest in the Provider agency fails to submit sets of fingerprints in the form and manner required by DHB within thirty (30) calendar days of request, unless Alliance determines that termination is not in the best interests of the Alliance's Provider Network; or
- f) If the Provider fails to permit access to Provider locations for any site visits required under 42 CFR § 455.432, unless Alliance determines that termination is not in the best interests of the Alliance's Provider Network.

Provider further acknowledges and agrees that Alliance may also immediately suspend all or a portion of this Contract, without prior written Notice or opportunity to cure in the following circumstances:

- vi. Upon a confirmed finding of fraud, waste, or abuse by Provider by the Department or the Medicaid Investigations Division (MID) of the North Carolina Department of Justice;
- vii. The Department's finding of a credible allegation of fraud, waste, or abuse; or
- viii. A determination of serious quality of care concerns by Alliance or the Department.
- ix. Upon termination of Alliance's State Contract with the Department;

The Parties understand, acknowledge and agree that enrollment in the NC Medicaid Program is distinct from enrollment in the Alliance Provider Network, that Alliance has the authority to terminate Provider's enrollment in its Provider Network, and that Alliance has *no* authority to suspend or terminate a Provider's enrollment in the NC Medicaid Program.

Nothing in this Section shall preclude Alliance from terminating this Contract, for any other reason, in whole or in part, or as otherwise authorized by law or this Contract.

- g. **Sanctions.** In lieu of termination, if the Provider fails to fulfill its duties and obligations pursuant to this

Contract, Alliance may impose Sanctions as set forth in the Provider Manual. Sanctions imposed by Alliance may be progressive or cumulative in order to address the specific area(s) of the Contract that are not being fulfilled by the Provider.

- h. **Opportunity to Cure Not Required.** Alliance may, but is not required to, offer Provider the opportunity to cure by providing Provider with written Notice of a material breach specifying the breach and requiring it to be remedied within, in the absence of greater or lesser specification of time, seven (7) calendar days from the date of the Notice; and if the breach is not timely cured, terminate the Contract upon written Notice of Termination. Provider shall not be entitled to any form of injunctive relief if this Contract is terminated by Alliance in whole or in part.

17. **EFFECT OF TERMINATION:**

Alliance reserves the right to approve any Provider's participation in the Alliance Network or to terminate or suspend all or a portion of Provider's Contract. The obligations of both Parties under this Contract shall continue following termination only as to the terms and conditions that by their nature are intended to survive. In the event of termination for any reason hereunder, the Members served shall be of highest

priority. The Parties shall work diligently together to provide for all necessary transition services, pursuant to the procedures set forth in the Provider Manual.

- a. In the event Alliance terminates this Contract in whole or in part for cause, Alliance may: (1) deduct any and all expenses incurred by Alliance for damages caused by the Provider's breach; and/or (2) pursue any of its remedies at law or in equity, or both, including damages and specific performance.
- b. In the event that Federal and State laws should be amended or judicially interpreted so as to render the fulfillment of the Contract on the part of either Party unfeasible or impossible, both the Provider and the Alliance shall be discharged from further obligation under the terms of this Contract, except for settlement of the respective debts and claims up to the date of termination.
- c. Upon notice of termination, a post-payment review of billing, documentation and other fiscal records may be performed and any adjustments for amounts due or owed to either Party shall be added or deducted from the final Contract payments.
- d. In the event that Alliance terminates this Contract due to PIHP's insolvency:
 - i. Administrative duties and records will be transferred to the successor organization, appointed by the Secretary of the Department of Health and Human Services as set forth in NC General Statute §122C-125, and in compliance with the Records Management and Documentation Manual for LME-MCOs (ASPM 45-2).
 - ii. When inpatient care is ongoing, Provider shall continue to render inpatient care pursuant to the continuity of care provisions in section below g. until the patient is ready for discharge. If Alliance provides or arranges for the delivery of health care services on a prepaid basis, payment for Member's inpatient care shall be continued until the Member is ready for discharge.
- e. In the event of termination the Provider shall submit all claims or registrations of putative Members within sixty (60) days of the date of termination.
- f. In the event of any audit or investigation described in Article II, both Parties shall settle their debts and claims within thirty (30) days of the completion of such audit or investigation and receipt of all final billing and required documentation. All payments provided herein shall be adjusted so as not to exceed the amount due for services actually rendered prior to the date of termination. If advance payments have been made for services not provided as of the date of termination, the Provider shall promptly refund all excess funds paid within the above-referenced thirty (30) days.
- g. **Continuity of Care.** Provider shall comply with Controlling Authority and provide Notice to Alliance with respect to the closing of a facility or site. Provider shall develop a transition plan for each Member prior to being discharged and provide Alliance with a list of Members with appointments scheduled with Provider at the time of termination or closure.

To ensure that a transition is undertaken in an orderly manner that maximizes Member safety and continuity of care, upon expiration or termination of this Contract for any reason except for immediate termination, Providers shall (a) continue providing Covered Services to Members through (1) the lesser of the period of active treatment for a chronic or acute medical condition or up to 90 days, (2) the postpartum period for Members in their second or third trimester of pregnancy, or (3) such longer period required by Laws or Program Requirements, and (b) cooperate with Alliance for the transition of Members to other Participating Providers. The terms and conditions of this Contract shall apply to any such post expiration or termination activities. The continuity of care provisions in this Contract shall survive expiration or termination of this Contract.
- h. Prior Authorization is not a guarantee of payment and does not survive termination of this Contract.

18. **RECORDS FOLLOWING TERMINATION OR CLOSURE:** If the Provider's contract is terminated or expires or if the Provider closes its business in Alliance's Region (but continues to have operations elsewhere in the State), the Provider must within 30 days of termination/expiration/closure either provide copies of Medical records of Members to Alliance or submit a plan for maintenance and

storage of all records for approval by the Alliance. Alliance has the sole discretion to approve or disapprove such plan.

Abandonment of records is a serious HIPAA and contractual violation and can result in sanctions and financial penalties. The following steps are required of Alliance as soon as Alliance is made aware of the abandonment of any Medical records of Members served pursuant to this Contract:

- a. Alliance is to notify the DHB Office of Compliance and Program Integrity (or other applicable Department Division based on funding source and licensure) about the abandonment;
- b. Alliance is to inform the Provider of the report to the Department regarding the abandonment via trackable mail; and
- c. Alliance is to use best efforts to secure the records and complete an inventory log of the records.

19. **NON-EXCLUSIVE ARRANGEMENT:** Alliance has the right to enter into a Contract with any other provider for Covered Services. Provider shall have the right to enter into other Contracts with any other PIHP or third Party payers to provide services. This is not an exclusive agreement for either Party, and there is no guarantee that Alliance will participate in any particular Program, or that any particular Benefit Plan will remain in effect.

20. **NO THIRD PARTY CONTRACT RIGHTS CONFERRED:** Nothing in this Contract shall be construed as creating or justifying any liability, claim or cause of action, however alleged or arising, by any third party, against Alliance, Provider or the Department.

21. **NOT RESPONSIBLE FOR EXPENSES INCURRED:** Alliance shall not be liable to Provider for any expenses paid or incurred by Provider, unless as specifically agreed upon in writing and signed by both Parties.

22. **EQUIPMENT:** Provider shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

23. **ASSIGNMENT/SUBCONTRACTING:** Provider's duties and obligations under this Contract shall not be assigned, delegated, or transferred without the prior written consent of Alliance. Provider may not assign or subcontract duties, rights, or interests under this Contract unless Alliance provides prior written consent. Both Parties shall ensure that any subcontractors performing any of the obligations of this Contract shall meet all requirements of this Contract and the standards of Alliance's National Accrediting Bodies. Alliance shall notify Provider in writing of any duties or obligations that are to be delegated or transferred before the delegation or transfer. Provider shall follow Alliance's procedures with respect to subcontractors.

24. **NO PRESUMPTION AGAINST DRAFTER:** If any ambiguity or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Contract.

25. **GOVERNMENTAL RESTRICTIONS:** Should Alliance notify the Provider that any program or activity in the scope of work under this Contract is no longer authorized by law (e.g., vacated by a court of law, CMS withdraws federal authority, or subject of a legislative repeal), the Provider shall do no work on that part of the Contract after the effective date identified in the Notice. Alliance shall remove costs that are specific to any program or activity under the Contract that is no longer authorized by law. If the Provider provides Services no longer authorized by law after the effective date identified in the notice, the Provider shall not be paid for that work. If Alliance paid the Provider in advance to provide Services no longer authorized by law and under the terms of this Contract the work was to be performed *after* the

effective date identified in the notice, the payment for those Services shall be returned to Alliance. However, if the Provider provided a service no longer authorized by law *prior* to the effective date identified in the Notice, and Alliance included the cost of performing those services in its payments to the Provider, the Provider may keep the payment for those services even if the payment was made after the effective date identified in the Notice.

26. **SURVIVAL:** Any provision of this Agreement, including an Attachment, that requires or reasonably contemplates the performance or existence of obligations by a Party after expiration or termination of this Agreement shall survive such expiration or termination regardless of the reason for expiration or termination.

ARTICLE II: OBLIGATIONS OF THE PARTICIPATING PROVIDER

1. Provider is required to participate in Alliance's utilization management, care management, quality management, access, finance, qualification/accreditation, credentialing, and compliance processes as well as comply with all Network requirements for reporting, inspections, monitoring, and Member choice requirements as set forth herein and in the Provider Manual.

2. **SERVICES:**

a. **Delivery of Services.** Provider agrees to provide the Medically Necessary Service(s) to Members set forth in Attachment A-2 at the approved sites, pursuant to the terms of this Contract. All Services shall be rendered in a manner consistent with Clinical Practice Guidelines and with applicable Controlling Authority. The Parties understand and agree that there is no guarantee of referrals provided under this Contract and that Alliance is not obligated to refer or assign a minimum number of Members to or maintain a minimum number of Members with a Provider. Provider is required to serve Members within sixty (60) calendar days from the date of execution of this Contract. If Provider has not accepted and delivered services to Members within sixty (60) calendar days from the date of execution of this Contract or within sixty (60) calendar days prior to the expiration of the term of this Contract, the Contract or the Services not rendered may be terminated.

b. **For Providers of Care Management Services.** For Local Health Departments (LHD) providing Care Management Services, AMH+ Practices, CMAs, and Providers of prenatal, perinatal and postpartum care, Provider acknowledges and agrees to comply with Department Policy as published and revised by NC DHHS.

c. **Outpatient Commitment.** Providers of Services provided under Outpatient Commitment to a Member are required to notify Alliance of the Outpatient Commitment order upon receipt or notice of Outpatient Commitment.

3. **PROVIDER ACCESSIBILITY:**

a. **Interpreting and Translation Services.** Provider must make language interpretation available by telephone and/or in person enabling Members to communicate with Provider. TDD (telecommunication devices for the deaf) must also be made available for persons who have impaired hearing or a communication disorder. Provider must provide qualified sign language interpreters if closed captioning is not the appropriate auxiliary aid for the Member. The Provider must ensure the Provider's staff is trained to appropriately communicate with patients with various types of hearing loss. Provider shall report to Alliance in a format and frequency to be determined by Alliance, whether hearing loss accommodations are needed and provided, and the type of accommodation provided.

b. **Hours of Operation.** Provider shall make Services covered under this Contract available twenty-four (24) hours a day, seven (7) days a week, including holidays, when medically necessary, and/or in accordance with the applicable Clinical Coverage Policy, and offer hours of operation to Alliance Members that are no less than the hours offered to commercial enrollees or comparable to

NC Medicaid Direct, if the provider serves only Medicaid beneficiaries. Provider must arrange for call coverage or other back-up to provide access to Services in accordance with Alliance's Standards for Provider Accessibility, as set forth herein and in the Provider Manual.

c. **No Reject Policy.** Provider shall have a "no-reject policy" for Members within capacity and parameters of their competencies. Provider agrees to accept all referrals meeting criteria for services they provide when there is available capacity.

4. **CARE COORDINATION:** Upon request by Alliance, Provider shall designate qualified care coordination staff to participate in interdisciplinary team meetings facilitated by Alliance that involve Member(s) served under this Contract.

a. Provider 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 Use Disorder, or shall directly participate in the planning process.

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

5. **CULTURAL COMPETENCE:** The Provider is required to develop a Cultural Competence Plan and is encouraged to participate in the Alliance Cultural Competency Plan. The Provider's Cultural Competence Plan should be consistent with Alliance's most current Cultural Competency Plan, posted at www.AllianceHealthPlan.org. The Provider shall develop procedures for the implementation of systems to evaluate and/or measure adherence to their Cultural Competence Plan, ensure that all staff are trained, and have training available for review by Alliance's Provider Network Department. Cultural competency shall be achieved within the strictures of State and Federal laws, which require equal opportunity in employment and bar illegal employment discrimination on the grounds of race, gender, religion, sexual orientation, gender identity, national origin or disability.

6. **DISCLOSURE:** Provider shall make those disclosures to Alliance as are required to be made to DHB pursuant to 42 C.F.R. § 455.104 and 106 and are required by Alliance's accrediting bodies and the Provider Manual. Alliance will share accrediting body requirements with Provider upon request.

Federal Law prohibits Alliance from contracting with Ineligible Persons, therefore this Contract shall be null and void if Alliance determines that Provider was an Ineligible Person at the execution of this Contract. Provider warrants and represents as of the Effective Date and throughout the term of the Contract and the duration of post expiration or termination transition activities described in this Contract, that none of it, its Principals or any individual or entity it employs or has contracted with to carry out its part of this Contract is an Ineligible Person

7. **LICENSES, ACCREDITATIONS, CREDENTIALING AND QUALIFICATIONS:**

a. Provider shall maintain all licenses, certifications, accreditations and registrations required for its facilities and staff providing services under the Contract as are required by Controlling Authority and that are sufficient to meet Alliance's network participation requirements pursuant to Alliance's Credentialing and Re-credentialing Policy (the Credentialing and Re-credentialing Policy is subject to amendment based upon Department review and approval, while awaiting approval of its Policy by the Department). Within five (5) days of receipt by Provider of notice of any sanction by any applicable licensing board, certification or registration agency, or accrediting body that affects the ability of Provider to bill Alliance for services, the Provider shall notify Alliance in writing.

b. Provider must notify Alliance of any changes in the status of any information relating to Provider's professional credentials.

c. Provider must be enrolled as a Medicaid provider and active in NC Tracks and satisfy the requirements of 42 C.F.R. §455.410, and is subject to termination of this Contract if such enrollment is not maintained.

d. Provider certifies that at the time of execution of this Contract, that neither Provider, nor any of its staff or employees, or principals is excluded from participation, suspended or debarred by any applicable governmental authority from conducting any business or activities contemplated by this Contract whether under current legal name, DBA or any additional name or former name, including the current or former name of a division, department, program or subsidiary. Within five (5) business days of notification of exclusion of Provider or any of its principals, staff or employees by the U.S. Office of Inspector General, CMS or any State Medicaid program, Provider shall notify Alliance of the exclusion and its plan for compliance.

e. Provider must complete re-credentialing pursuant to Alliance's Credentialing Criteria prior to contract renewal but, in any event, no less than the following time periods:

i. During the Provider Credentialing Transition Period, no less frequently than every five (5) years;

ii. After Provider Credentialing Transition Period, no less frequently than every three (3) years, except as otherwise permitted by the Department.

Failure to meet re-credentialing standards shall be deemed a material breach of this contract and shall result in the termination of this Contract.

f. Provider shall secure and maintain for themselves and their employees commercial general liability and professional liability insurance coverage for claims arising out of events occurring throughout the term of this Contract and any post-expiration or post-termination activities under this Contract in an amount acceptable to Alliance and sufficient to meet worker's compensation coverages as required by applicable State Law. Provider shall notify Alliance on a timely basis of any subsequent changes in status of coverage, as set forth in Appendix D, incorporated herein by reference. Provider shall provide Alliance upon request with certificates of insurance or other evidence of coverage reflecting satisfaction of the foregoing requirements of this paragraph and shall provide Alliance with no less than thirty (30) days advance written notice of any modification, cancellation or termination of their insurance.

g. The Provider shall not bill Alliance and Alliance will not pay:

i. For any Services provided by Provider during any period of revocation or suspension of required licensure or accreditation of the Provider's approved site or facility;

ii. For any Services provided by a member of the Provider's staff during any period of revocation or suspension of the staff member's required certification, licensure, or credentialing.

iii. For any services provided by non-credentialed staff or staff not meeting requirements as specified by this Contract, or as specified in the NC Medicaid Plan Clinical Coverage Policies, Alliance Provider Manual, or Mental Health, Developmental Disabilities, and Substance Abuse Service Definitions or other applicable Controlling Authority.

h. Provider certifies that at the time of execution of this Contract, neither Provider, nor any of its staff, Principals, or employees, is excluded from participation in Federal Health Care Programs under Section 1128 of the Social Security Act and/or 42 CFR Part 1001. Within five (5) business days of notification of exclusion or termination of Provider or any of its staff or employees by the U.S. Office of Inspector General, CMS or any State Medicaid program, Provider shall notify the Alliance of the exclusion or termination and its plan for compliance.

i. Provider, upon written request by Alliance, shall provide written proof of Provider accreditation. Any changes to Provider accreditation shall be immediately reported to Alliance.

8. **EVENT REPORTING AND ABUSE/ NEGLECT/ EXPLOITATION:**

a. Provider shall use best efforts to ensure that Member(s) are not abused, neglected or exploited while in its care.

- b. The Provider shall report all events or instances involving abuse, neglect or exploitation of Members as required by Controlling Authority.
- c. The Provider shall not use restrictive interventions except as specifically permitted by the individual Member's treatment/habilitation plan or on an emergency basis in accordance with 10A NCAC 27E.
- d. Provider shall timely report and comply with applicable Member incident, critical incident and death reporting Laws, regulations and policies and event reporting requirements of Provider's and Alliance's national accreditation organizations. Incidents shall be reported in the manner prescribed and on a form provided by the Secretary of the DHHS. Specifically, Providers are required to report Level II and Level III incidents, as those terms are defined at 10A NCAC 27G .0602, in the NC Incident Response Improvement System.
- e. Alliance shall have the right to conduct its own investigation of any events reported to determine whether any claims were paid in error and to ensure compliance with Controlling Authority by the Provider. The Provider shall cooperate fully with all such investigative efforts. Alliance will provide the Provider a written summary of its findings within thirty (30) days. During such an investigation, if any issues are cited as out of compliance with this Contract or applicable federal or state Laws, rules or regulations, the Provider may be required to document and implement a plan of correction. Provider may request reconsideration of a determination that claims were paid in error as outlined in the Provider Manual.

9. **UTILIZATION MANAGEMENT:** The Provider shall comply with Alliance's Utilization Management process, which may include requirements for pre-authorization, concurrent review and care management, and a retrospective utilization review of services provided for Members whose services are reimbursed by Alliance. The Provider shall provide Alliance with all necessary clinical information for Alliance's utilization management process. Provider shall also comply with Alliance's quality management programs, and provider sanctions programs with the proviso that none of these shall override the professional or ethical responsibility of the Provider or interfere with the Provider's ability to provide information or assistance to their patients.

Amendment of Previous Authorizations for Outpatient Procedures: PIHP shall accept retroactive requests for authorization of outpatient procedures in those instances where, in accordance with generally accepted North Carolina community practice standards and meeting the North Carolina Medicaid Medically Necessary Standard, an authorized outpatient procedure was modified or supplemented as a results of clinical findings or outcomes arising during the authorized outpatient procedure. Provider shall submit such retroactive requests for authorization within three (3) business days of concluding the authorized outpatient procedure.

Physician Advisor Use in Claims Dispute: The contract must indicate that the PIHP shall accept Provider's designated, North Carolina licensed, physician advisor with knowledge of the unit and care of the Member as provider's approved representative for a claim or prior authorization in review or dispute.

10. **AUDITS, ACCESS AND DOCUMENTATION REQUIREMENTS:**

- a. **Oversight Authority:** Provider explicitly acknowledges the authority of US DHHS, including the OIG, CMS, The Department and any of its Divisions, Alliance, and agents of these entities to inspect, monitor and audit Services performed under this Contract and the authority of the Department, Alliance and other State or Federal officials to inspect and audit Provider's financial records.

In accordance with 42 CFR §§ 420.300 – 420.304, for any contracts for services the cost or value of which is \$10,000 or more over a 12-month period, including contract for both goods and services in which the service component is worth \$10,000 or more over a 12-month period, the Comptroller General of the United States, HHS, and their duly authorized representative shall have access to

Provider's books, documents, and records until the expiration of four (4) years after the Services are furnished under the contract.

Provider acknowledges that it is subject to audits, investigations, evaluations and post-payment reviews conducted by these entities, including, but not limited to audits and evaluations conducted by Alliance pursuant to 42 C.F.R. §2.53 involving Substance Use Disorder Services and records. Where records are subject to the provisions of 42 CFR § 2.53(b), Alliance agrees, in compliance with applicable Law, to maintain patient identifying information in accordance with the security requirements provided in 42 CFR § 2.16; destroy all patient identifying information upon completion of the audit or evaluation; and when applicable, comply with the limitations on disclosure and use as required by 42 CFR § 2.53 (d).

For all Services being provided pursuant to this Contract, Alliance shall have the right to inspect, examine, and make copies of any and all books, financial documents, accounts, invoices, records of staff who delivered or supervised the delivery of Services to Members, Members' clinical records, and any other clinical or financial items or documents related to the claims submitted for the delivery of Services to Members that Alliance deems necessary to ensure compliance with the Contract.

Provider agrees to cooperate with Alliance in its Oversight and Program Integrity activities and shall take such corrective action as is necessary to comply with State and Federal law and any Accreditation Standards. Provider further agrees to provide timely, accurate, and appropriate data and information to enable Alliance to fulfill applicable accrediting organizations' and Federal and State regulatory filing requirements, provided the disclosure of such information is consistent with applicable State and Federal laws regarding confidentiality. Oversight and Program Integrity activities, including on-site inspections and investigations may occur at any time and do not have to be arranged in advance with Provider.

b. **Medical Records.** Providers shall maintain Member medical records in accordance with 42 CFR §438.208(b)(5) and shall:

- i. Maintain confidentiality of Member medical records and personal information and other health records as required by Law, including without limitation, the Health Insurance Portability and Accountability Act;
- ii. Maintain adequate medical and other health records according to industry and Alliance's standards;
- iii. Make copies of such records available to Alliance and the Department in conjunction with Department's regulation of the PIHP. Such records shall be made available and furnished immediately upon request in either paper or electronic form, at no cost to the requesting party; and
- iv. Adhere to the applicable state and federal record retention schedules for each Member served, either in original paper copy or an electronic/digital copy.

Provider shall maintain all documentation and records supporting Member's medical necessity for the Services and shall provide it upon request by Alliance for Program Integrity activities, including but not limited to audits, investigations or post-payment reviews. Alliance may, but is not required to, grant additional time to respond for good cause shown and depending upon the size and scope of the request.

c. **Access to Provider Records.** Provider agrees to provide Alliance access to all books, records, and documents maintained under the Contract during normal business hours so that Alliance may perform its audit obligations, provided that any such access shall be consistent with applicable State and Federal laws and regulations. Provider and Alliance agree that all such documents shall be kept confidential, consistent with applicable State and Federal laws and regulations and Controlling Authority. Provider further agrees that surveys, reviews and/or audits

performed by accrediting or regulatory authorities of Provider utilized to confirm operational compliance of or require corrective action by Provider shall be provided to Alliance upon Provider's receipt.

d. **Provider Maintenance of Records.** Provider shall maintain all information and records reviewed or created in the performance of its duties under this Contract pursuant to the requirements of Alliance, Alliance's National Accrediting Body, and in accordance with applicable Controlling Authority. Documentation must support at a minimum the billing diagnosis, the number of units provided and billed, and the standards of the billing code. Provider's obligations to maintain records under this Paragraph shall continue following termination of the Contract.

Provider agrees to maintain necessary records and accounting related to the Contract, including personnel and financial records in accordance with Generally Accepted Accounting Procedures and Practices to assure a proper accounting of all funds.

Provider shall maintain detailed records of administrative costs and all other expenses incurred pursuant to the Contract including the provision of Services and all relevant information relating to individual Members as required by Controlling Authority. When an audit is in progress or audit findings are unresolved, records shall be kept minimally until all issues are finally resolved.

Provider shall provide specifically denominated clinical or encounter information required by Alliance to meet State and Federal monitoring requirements upon request, except that Alliance may grant additional time to respond for good cause shown and depending upon the size and scope of the request.

e. **Paid Claims Audits.** At a minimum of once every two (2) years, the Provider will participate in an audit of paid claims conducted by Alliance. Any paid claims determined to be out of compliance with Controlling Authority shall require a repayment to Alliance as required by Controlling Authority, subject to all of Participating Provider's right of appeal. Any underpayments to Provider shall require payment by the Alliance. The Provider will receive written documentation of findings within thirty (30) days following the audit. Based upon results of the audit the Provider may be subject to additional auditing and/or may be required to submit a plan of correction and/or may be required to remit funds back to the Alliance as required by Controlling Authority.

Provider agrees that Alliance may use statistically valid sampling and extrapolate audit results in accordance with Controlling Authority.

f. **Data Requests.** Provider shall use best efforts to provide data to Alliance in the implementation of any studies or improvement projects required of Alliance by the Department. Provider and Alliance will mutually agree upon the data to be provided and the format and time frame for provision of the data.

Provider may satisfy any request for information by either paper or electronic/digital means. The requirements of this Contract regarding Records, access, and audit shall survive expiration or termination of this Contract.

11. **FRAUD, ABUSE, OVER UTILIZATION AND FINAL OVERPAYMENTS, ASSESSMENTS OR FINES:**

a. Provider understands that whenever Alliance receives an allegation of fraud, abuse, overutilization or questionable billing practice(s), Alliance is required to provide the NC Medicaid with the provider name, type of provider, source of the complaint, and approximate dollars involved. Provider understands that the Medicaid Investigations Division of the North Carolina Attorney General's Office or DHB, at their discretion, may conduct preliminary or full investigations to evaluate the reported fraud, abuse, over utilization or questionable billing practice(s) and the need for further action, if any. Fraudulent billing may include, but is not limited

to, unbundling services, billing for services by non-credentialed or non-licensed staff, or billing for a Service that Provider never rendered or for which documentation is absent or inadequate.

b. If Alliance determines Provider has failed to comply with Controlling Authority and has been reimbursed for a claim or a portion of a claim that Alliance determines should be disallowed or is the result of an error or omission, the claim shall be recouped as set forth in the Provider Manual.

c. If Alliance determines Provider has been paid for a claim that was fraudulently billed to Alliance, Alliance may provide thirty (30) days' Notice to the Provider of the intent to recoup funds. Such Notice shall identify the Member(s) name and date(s) of service in question, the specific determination made by Alliance as to each claim, and the requested amount of repayment due to Alliance. Provider shall have thirty (30) days from date of such notification to either request reconsideration in accordance with the Alliance Provider Manual or to remit the invoiced amount.

d. Provider understands and agrees that self-audits are encouraged by Alliance.

12. **FEDERALLY REQUIRED CERTIFICATIONS:** The Provider shall execute and comply with the attached federally required certifications, which shall be incorporated herein in Appendix A as follows:

a. Environmental Tobacco Smoke – Certification for Contracts, Grants, Loans and Cooperative Agreements,

b. Lobbying – Certification for Contracts, Grants, Loans and Cooperative Agreements,

c. Drug-Free Workplace Requirements, and

d. Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions.

13. **MEMBER GRIEVANCES:**

a. The Provider shall address all clinical concerns of the Member as related to the clinical Services provided to the Member pursuant to this Contract. Provider shall refer any unresolved concerns or requests for Services or provider change to the Alliance. The Provider shall have in place a Complaint and Grievance Process that is documented in written policy or procedures, and shall ensure that said process is accessible to all Members and that said process operates in a fair and impartial fashion.

b. Alliance may receive complaints directly that involve the Provider. If a complaint is received by Alliance, State rules and regulations regarding the investigation and/or mediation of complaints will be followed. Based on the nature of the complaint, Alliance may choose to investigate the complaint, as authorized by Controlling Authority, in order to determine its validity. Provider is required to cooperate fully with all investigative requests as required by Controlling Authority.

c. Alliance will maintain documentation on all follow up and findings of any complaint investigation. The Provider will be provided a written summary of Alliance's findings.

d. During an investigation, if any issues are cited as out of compliance with this Contract or Controlling Authority, the Provider may be required to document and implement a plan of correction as required by Controlling Authority. The Provider will maintain a system to receive and respond timely to complaints received regarding the Provider. The Provider will maintain documentation on the complaint to include, at a minimum, date received, points of complaint, resolution/follow up provided, and date complaint resolved and will provide this documentation to Alliance upon request.

14. **CONTINUITY OF CARE AND ALLIANCE MEMBER CARE MONITORING:**

a. Continuity of care is expected for all Members. Provider shall obtain appropriate client authorizations and consents to release or exchange information. The Provider shall participate in team meetings and/or community collaborations and communicate regularly with other Providers regarding mutual cases. A pattern of failure to coordinate services in a timely manner, without demonstrated corrections may be deemed a material breach of this Contract and result in Contract

termination for cause.

b. Provider 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 Use Disorder, or shall directly participate in the planning process. Provider shall also allow appropriately credentialed Alliance staff direct access to any Member, if requested by Member, determined to be clinically appropriate by the Member's treating Provider, and requested in advance by Alliance.

c. Providers of Residential Substance Use Disorder treatment services are required to provide medication assisted treatment (MAT) on-site or refer the Member to an in-network MAT Provider.

b. Provider shall coordinate the discharge of Members with Alliance to ensure that appropriate post-discharge services are arranged and to link Member with other qualified providers or community assistance for continuity of care. For purposes of this Contract, discharge is considered any termination of service from the Provider, whether initiated by the Provider, the Member, Alliance, or the Department. The Provider shall notify Alliance of termination of service within seven (7) days of the termination or planned discharge. Provider shall endeavor to provide at least twenty-four (24) hours prior notice to Alliance of the intended date and time of any discharge of a Member. Provider shall work and cooperate with the Alliance on coordination of care for any continuing services.

c. Provider must notify Alliance of any Member discharged from a high acuity clinical setting.

d. Alliance understands the importance of Member-Provider matching and that problems or incompatibilities can arise in the therapeutic relationship. Nevertheless, Provider shall, with the consent of the Member, collaborate with Member, Member's family members, and Alliance to assure continuity of care and that there is no disruption of service. Alliance will work collaboratively with the Provider to resolve any problem(s) of continuity of care or in transferring the Member to another provider.

e. PIHP and Provider shall hold Member harmless for any costs associated with the transition between health care providers, including copying medical records or treatment plans.

15. **PROPRIETARY INFORMATION AND INTELLECTUAL PROPERTY:** Any documents, reports, or other products, with the exception of any and all proprietary business papers and documents, developed in connection with the performance of the Contract, shall be in the public domain and shall not be copyrighted or marketed for profit by the Provider, Alliance, any individual, or other entity; provided, however, that medical records, business records, and any other records related to the provision of care to and billing of Members' Services shall not be in the public domain. Alliance shall publish the name of Provider or Provider group in its provider directory. Provider authorizes such publication and consents to the use of its name, demographics, including practice specialties, phone numbers and addresses, in the Alliance provider directory listings for distribution to Alliance Members.

16. **E-VERIFY:** Provider shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Provider utilizes a subcontractor, Provider shall require the subcontractor to comply.

17. **INDEMNIFICATION:** Provider agrees to indemnify and hold Alliance harmless to the extent allowed by law from all liability, loss, damage, claim and expense of any kind, including costs of the defense which results from negligent or willful acts or omissions by the Provider or its agents or employees regarding the duties and obligations of the Provider under this Contract or otherwise, including the duty to maintain the legal standard of care applicable to the Provider. If this Contract is terminated, the obligations of the Provider regarding indemnification under this Contract shall survive the termination of this Contract regarding any liability for acts or omissions that occurred prior to the termination.

Provider hereby releases and agrees to indemnify and hold harmless Alliance and agrees that Alliance, and each officer, and employee of Alliance shall not be liable for, any liabilities, obligations, claims, damages, (including but not limited to any civil or criminal penalties, and the repayment of any funds which an audit might disclose are due to be repaid to the State or Federal government or to the agencies of either), litigation costs and expenses (including attorney's fees and expenses) imposed on, incurred by or asserted against the Alliance, or any officer, or employee thereof for any reason whatsoever arising out of the Provider's negligent or willful actions or omissions in connection with the performance of the Contract.

18. **PROVIDER'S RESPONSIBILITY FOR QUALITY ASSURANCE AND QUALITY IMPROVEMENT:** Provider shall comply with the APSM 30-1, Alliance's Quality Management Plan and, as a result of that participation, provide necessary performance data and cooperate with and participate in Quality Improvement projects and activities including but not limited to participation in the administration of surveys.

Provider will create a current Quality Improvement Plan (QI). Implementation of this plan will be reviewed during the Provider's monitoring reviews. Revisions/ updates to the Provider's QI shall be submitted to Alliance at the time of the Provider's implementation of the revised plan. Based upon information provided to the Provider by Alliance, the Provider will develop interventions to address needed areas of improvement and ensure that interventions are implemented and monitored for their level of effectiveness

Upon request, Provider shall cooperate fully with any investigation of Provider conducted by any Alliance department and particularly by the Quality Management Department and Provider Network Operations. Such cooperation shall include prompt and full response to Alliance. Participating Provider reserves all of its legal, equitable and constitutional rights hereunder.

19. **TOBACCO-FREE POLICY:**

Unless Provider is a residential facility provider, Provider shall develop and implement a tobacco-free policy covering any portion of the property on which Provider operates that is under its control as owner or lessee, to include buildings, grounds, and vehicles. A tobacco-free policy includes a prohibition on smoking combustible tobacco products and the use of non-combustible tobacco products, including electronic cigarettes.

Provider shall not purchase, accept as donations, and/or distribute tobacco products (combustible and non-combustible products, including electronic cigarettes) to the Recipients Provider serves.

Provider's Tobacco-Free Policy shall include at a minimum the following requirements:

- a. Indoor use of tobacco products shall be prohibited in all settings that are owned/operated by Provider; and
- b. For outdoor areas Provider shall:
 - i. Ensure access to common outdoor space(s) that are free from exposure to tobacco products/use; and
 - ii. Prohibit staff/employees from using tobacco products on any portion of the property on which Provider operates, including buildings, grounds and vehicles.

ARTICLE III: OBLIGATIONS OF ALLIANCE

1. **REIMBURSEMENT:**

- a. Alliance shall timely reimburse Provider for duly authorized Services provided to Members and billed, contingent upon receipt of timely payments from the Department, according to the terms and conditions outlined in Article IV of this Contract and the Provider Manual.

- b. Alliance shall advise the Provider of any change in funding patterns that would affect reimbursement to the Provider based on availability of the various types of funds.
- c. All payments for Services to Providers shall be subject to review and audit for their conformity with applicable state and federal laws, rules and regulations and requirements contained in this Contract and the Provider Manual.
- d. Alliance may use different reimbursement methodologies or reimburse at amounts for different specialties or for different practitioners in the same specialty; and will establish measures that are designed to maintain quality of services and control cost consistent with its responsibilities to Recipients.
- e. Alliance may establish rates specific to a Provider, as Alliance determines necessary and appropriate. Alliance may offer different rates to different providers offering the same services according to Alliance's established reimbursement plan with criteria, such as paying enhanced rates for evidence-based practices or for positive outcomes.
- f. Alliance shall deny claims in the event and to the extent the claim is incomplete, does not conform to the applicable service authorization, or is otherwise incorrect. Any denied claims billed shall be returned to the Provider with an explanation for the denial.
- h. For State Owned and Operated Facilities, Alliance shall reimburse facilities that are State-owned and operated by the Division of State Operated Healthcare Facilities according to the rates established by the Department.

2. **DATA TO PROVIDER:** Alliance shall provide data to the Provider related to delivery of Services under this Contract such as:

- a. Performance feedback reports or information to the provider, if compensation is related to efficiency criteria;
- b. Information on benefit exclusions, where applicable;
- c. Administrative and utilization management requirements;
- d. Credential verification programs;
- e. Quality assessment programs; and
- f. Provider sanction policies.

Notification of changes in these requirements shall also be provided by Alliance on the Alliance website, in advance of the effective date of any changes in order to allow Providers time to comply with such changes.

3. **REFERRALS TO PROVIDER:** Provider will be included on a list of Providers available on the Alliance website and offered to Members who call the Alliance Access and Information Center for referral. Alliance reserves the right to suspend referrals to Provider in its reasonable discretion and to refer Members to other Providers. No referrals or authorizations are guaranteed to take place under this Contract. Provider shall have a "no-reject policy" for referrals within capacity and parameters of their competencies. Provider agrees to accept all referrals meeting criteria for services they provide when there is available capacity.

4. **UTILIZATION MONITORING:** Alliance shall monitor and review service utilization data related to the Provider and the Alliance Provider Network to ensure that services are being provided in a manner consistent with Controlling Authority.

5. **QUALITY ASSURANCE AND QUALITY IMPROVEMENT:** Alliance shall establish a written program for Quality Assessment and Performance Improvement in accordance with 42 CFR § 438.240 that shall include Members, family members and providers through a Global Quality Assurance Committee. Provider shall participate in the compliance process and the Alliance Network continuous quality improvement process. Alliance shall also:

- a. Provide Provider with a copy of the current program and any subsequent changes within thirty (30) days of changes to the Global Quality Assurance Plan.
- b. Measure the performance of Provider and Member specific outcomes from service provisions based on the global CQI performance indicators. Examples include, but are not limited to, conducting peer review activities such as identification of practices that do not meet standards, recommendation of appropriate action to correct deficiencies, and monitoring of corrective action by Provider.
- c. Measure Provider performance through medical record audits and clinical outcomes agreed upon by both Parties.
- d. Monitor the quality and appropriateness of care furnished to Members.
- e. Provide performance feedback to Providers including clinical standards and Alliance expectations.
- f. Follow up with Provider concerning grievances reported to Alliance by Members.

6. **CARE MANAGEMENT AND COORDINATION OF CARE:**

- a. All Members who would have otherwise been eligible for a BH I/DD Tailored Plan if they were not part of a group delayed or excluded from Medicaid Managed Care, including those enrolled in North Carolina's 1915(c) Innovations waiver, are eligible for Tailored Care Management, with the following exceptions for Members participating in services that are duplicative of Tailored Care Management:
 1. Members receiving Assertive Community Treatment (ACT);
 2. Members residing in Intermediate Care Facilities for Individuals for Intellectual Disabilities (ICF-IIDs);
 3. Members participating in Care Management for At-Risk Children;
 4. Members obtaining care management from the Department's PCCM vendor;
 5. Members receiving case management through the CAP/C and CAP/DA programs;
 6. Members participating in the High-Fidelity Wraparound program as described in Section IV.G.7 Other Care Management Programs; and
 7. Members who reside in a nursing facility and have so resided, or are likely to reside, for a period of ninety (90) Calendar Days or longer.
- b. Alliance shall offer three (3) approaches to delivering Tailored Plan Care Management and shall adhere to the Program Requirements for each as set forth in the following Attachments, which are incorporated into this Contract by reference:
 - i. Advanced Medical Home (AMH+) Practices, as set forth in Attachment E – Advanced Medical Home Program Requirements for Medicaid and NC Health Choice Members; and
 - ii. Care Management Agency (CMA), as set forth in Attachment H -- Care Management for At-Risk Children Program Requirements for Medicaid and NC Health Choice Member; and
 - iii. PIHP-based Care Managers.
- c. Alliance shall coordinate the discharge of Members with Provider to ensure that appropriate services have been arranged following discharge and to link Member with other providers or community assistance.
- d. Alliance shall provide follow up activities to high risk Members discharged from twenty-four (24) hour care.
- e. If a Member requires medically necessary services, Alliance shall arrange for Medicaid-reimbursable services for the Member.

7. **AUTHORIZATION OF SERVICES:**

- a. Except for Emergency Services or where prior authorization is not required by the Provider Manual, Providers shall obtain prior authorization for Covered Services in accordance with the Provider Manual. Except where not permitted by Laws or Program Requirements, Alliance may deny payment for Covered Services where a Provider fails to meet Alliance's requirements for prior authorization.
- b. Alliance shall determine whether Medical Necessity exists for those Services requiring prior authorization.
- c. Alliance shall comply with the Member grievance and appeal requirements set forth in 42 CFR Part 438 and N.C. Gen. Stat. Chapter 108D.
- d. If PIHP or its authorized representative determines that services, supplies, or other items are covered under its Benefit Plan and Medically Necessary, Alliance shall not subsequently retract its determination after the services, supplies, or other items have been provided, or reduce payments for a service, supply, or other item furnished in reliance on such a determination, unless the determination was based on a material misrepresentation about the Member's health condition that was knowingly made by the Member or the Provider of the service, supply, or other item.

ARTICLE IV: BILLING AND REIMBURSEMENT

1. Except for Emergency Services, Provider must verify the Member's Medicaid coverage in accordance with the Provider Manual prior to providing Covered Services or submitting claims to Alliance. Provider shall offer to assist any Member(s) who the Provider reasonably believes meet Medicaid eligibility requirements in applying for Medicaid. Alliance provides Member eligibility information through Alliance's provider website and other means.

For Emergency Services, Providers shall verify Member eligibility no later than the next business day after the Member is stabilized or the Provider learning the individual may be a Member, whichever is later. Members' eligibility status is subject to retroactive disenrollment, and Alliance may, unless prohibited by Laws and Program Requirements, recoup payments for items or services provided to such individuals after the effective date of disenrollment even if such items and services were authorized by Alliance.

2. Provider shall comply with all terms of this Contract even though a third party agent may be involved in billing the claims to the Alliance. It is a breach of the Contract to assign the right to payment under this Contract to a third party in violation of Controlling Authority, specifically 42 C.F.R. § 447.10.

3. Provider acknowledges that this Contract allows Provider to submit a claim only for those Medicaid-reimbursable Covered Services specifically identified in Attachment A that are medically necessary and provided to eligible Members at approved sites.

4. Provider understands and acknowledges there are circumstances that may cause a Member to be disenrolled from or by the PIHP. If the disenrollment arises from Member's loss of Medicaid eligibility, Alliance shall be responsible for claims for the Member up to and including the Member's last day of eligibility. If the disenrollment arises from a change in the Member's Medicaid County of residence, Alliance shall be responsible for claims for Member up to the effective date of the change in Medicaid County of residence. In any instance of Member's disenrollment, preexisting authorizations will remain valid for any services actually rendered prior to the date of disenrollment.

5. Alliance will pay the Provider the lesser of the Provider's current usual and customary charges or Alliance's established rate for Services. Provider understands and agrees that reimbursement rates paid under this Contract are established by Alliance. Alliance reserves the right to establish its own rates as permitted under its Contract with the Department. The reimbursement rate can be revised unilaterally by

the Department at any time. Alliance shall communicate any changes to reimbursement rates via publication on the Alliance website and electronic newsletter at least thirty (30) days prior to such change. Should rates change during the Contract period, Provider may elect to accept the revised rate or terminate the Contract.

6. Unless otherwise agreed to in this Contract, Alliance follows the Department's guidelines regarding modifiers and only reimburses modifiers reimbursed by North Carolina Medicaid. Alliance may apply current North Carolina Medicaid payment rules, policies and guidelines related to Provider's claims. In accordance with DHHS Policy, where applicable Alliance will comply with payment requirements to reimburse providers no less than one-hundred percent (100%) of any applicable rate floor, in a manner set forth in the Provider Manual. However, when contracting with Indian Health Care Providers, Alliance will adhere to requirements set forth in Attachment D for Indian Health Care Providers.

Behavioral Healthcare Providers will be reimbursed in accordance with the Alliance fee schedule published at [Document Library - Alliance Health \(alliancehealthplan.org\)](http://Document Library - Alliance Health (alliancehealthplan.org)).

Outpatient Specialized Therapies (Speech Therapy, Occupational Therapy, Physical Therapy, Respiratory Therapy) will be reimbursed in accordance with the rate schedule published at https://ncdhhs.servicenowservices.com/fee_schedules.

7. **SUBMISSION AND PAYMENT OF CLAIMS:**

The Provider shall submit all claims for processing and Alliance shall process and pay claims in accordance with the terms set forth in Attachment J, which are attached hereto and incorporated herein. Participating Providers shall not submit claim or encounter data for services covered by Alliance directly to the Department.

- a. If Alliance denies payment of a claim, Alliance shall provide Provider the ability to electronically access the specific denial reason.
- b. Status of a claim shall be available within five to seven (5-7) days of Alliance's receipt of the claim.
- c. Alliance is not limited to approving a claim in full or requesting additional information for the entire claim. Rather, as appropriate, Alliance may approve a claim in part, deny a claim in part, and/or request additional information for only a part of the claim.
- d. Alliance will not reimburse Provider for services provided by staff not meeting licensure, certification or accreditation requirements.
- e. Provider agrees to send 837 HIPAA compliant transactions and to receive 835 Remittances or to participate in Alliance's web based billing process.
- f. Claims must be submitted electronically either through HIPAA Compliant Transaction Sets 820 – Premium Payment, 834 – Member Enrollment and Eligibility Maintenance, 835 – Remittance Advice, 837P – Professional claims, 837I – Institutional claims, or Alliance's secure web based billing system. Provider will notify Alliance if electronic submission is not possible for a particular claim, and the Parties will work cooperatively to facilitate manual submission of the claim if necessary.
- g. Provider's claims shall be compliant with the National Correct Coding Initiative effective on the date of service.
- h. Both Parties shall be compliant with the requirements of the National Uniform Billing Committee.
- i. Provider may submit claims beyond one-hundred-eighty (180) days in instances where the Member has been retroactively enrolled in the NC Medicaid Program or the Alliance Medicaid Direct Plan, or where the Member has primary insurance which has not yet paid or denied its claim. In such instances, Provider should bill Alliance within thirty (30) days of receipt of notice by the Provider of the Member's eligibility, or within ninety (90) days of final action (including payment

or denial) by the primary insurance or Medicare or the date of service or discharge (whichever is later).

j. If Provider delays submission of the claims due to the coordination of benefits, subrogation of benefits or the determination of eligibility for benefits for the Member, Provider should submit such claims within thirty (30) days of the date of the notice of determination of coverage or payment by the third party.

k. If a claim is denied, and the Provider wishes to resubmit the denied claim with additional information, Provider must resubmit the claim within ninety (90) days after Provider's receipt of the denial. If the Provider needs more than ninety (90) days to resubmit a denied claim, Provider must request and receive an extension from Alliance before the expiration of the ninety (90) day deadline, such extension not to be unreasonably withheld.

l. All claims shall be adjudicated as outlined in the Alliance Provider Manual.

m. Diagnosis submitted on claims must be consistent with the service provided.

n. If a specific service (as denominated by specific identifying codes such as CPT or HCPCS) is rendered multiple times in a single day to the same Member, the specific service may be billed as the aggregate of the units delivered rather than as separate line items.

o. Alliance shall not reimburse Provider for "never events" as that term is defined by the Centers for Medicare and Medicaid Services (CMS).

p. Provider shall not bill any member for covered services, except for specified coinsurance, copayments, and applicable deductibles established by the Department. This provision shall not prohibit a Provider and Member from agreeing to continue non-covered services at the Member's own expense, as long as the Provider has notified the Member in advance that the PIHP may not cover or continue to cover specific services and the member to receive the service. If a Member deductibles, copayments, coinsurance is identified, Provider is responsible for collecting the payment from the Member.

q. Provider shall comply with the requirements of 42 C.F.R. §438.3(g) including, but not limited to, the identification of provider-preventable conditions as a condition of payment, and appropriate reporting to Alliance.

r. Provider shall have policies and procedures that recognize and accept Medicaid as the payer of last resort.

s. PIHP shall accept delivery of any requested clinical documentation through a mutually agreed to solution via electronic means available to the Provider and shall not require that the documentation be transmitted via facsimile.

8. **THIRD PARTY REIMBURSEMENT:**

a. Provider shall comply with N.C.G.S. § 122C-146, which requires the Provider and Alliance to make every reasonable effort to collect payments from third party payers. Each time a Member receives services Provider shall determine if the Member has third party coverage that covers the service provided. Provider shall report any third party coverage to the appropriate county Department of Social Services (DSS) within five (5) days of obtaining the information from a source other than DSS. Provider shall report any change in county of residence to Alliance.

b. Provider is required to bill all applicable third party payers prior to billing Alliance.

i. Medicaid benefits payable through Alliance are secondary to benefits payable by a primary payer, including Medicare, even if the primary payer states that its benefits are secondary to Medicaid benefits or otherwise limits its payments to Medicaid beneficiaries.

ii. Alliance makes secondary payments to supplement the primary payment if the primary payment is less than the lesser of the usual and customary charges for the service or the rate established by Alliance.

iii. Alliance does not make a secondary payment if the Provider is either obligated to accept, or voluntarily accepts, as full payment, a primary payment that is less than its charges.

- iv. If Provider or Member receives a reduced primary payment because of failure to file a proper claim with the primary payer, Alliance's secondary payment may not exceed the amount that would have been payable if the primary payer had paid on the basis of a proper claim.
 - v. Provider must inform Alliance that a reduced payment was made, and the amount that would have been paid if a proper claim had been filed.
 - c. Provider shall bill Alliance for third party co-pays and/or deductibles only as permitted by Controlling Authority.
 - d. **Insurance.** If the Member has third party insurance for the services requested, but Provider does not have paneled staff, Provider must refer the Member to an eligible Network Provider or contact Alliance's Access Call Center for assistance in locating an eligible Network Provider. Alliance will not reimburse Provider for Covered Services provided to a Member with third party coverage by Provider's non-paneled staff. The third party payor reimbursement or denial information must be indicated on the claim submitted to Alliance. Claims submitted without third party information will be denied.
 - e. **Medicare.** If the Member has Medicare coverage for the services requested, but Provider does not have paneled staff, Provider must refer the Member to an eligible Network Provider or contact Alliance's Access Call Center for assistance in locating an eligible Network Provider. Alliance will not reimburse Provider for covered services provided to a Member with Medicare coverage by Provider's non-paneled staff. Medicare reimbursement or denial information must be indicated on the claim submitted to Alliance. Medicaid claims submitted without Medicare information will be denied.
9. **FINANCIAL RECORDS:** Provider shall maintain detailed records of the administrative costs and expenses incurred pursuant to this Contract, including provision of Services and all relevant information relating to individual Members for the purpose of audit and evaluation by DHB and other Federal or State personnel. Records shall be maintained by Provider in accordance with APSM 10-3 and/or DHHS Records Retention and Disposition Schedule for Grants. When records are subject to two or more sets of standards, records must be retained for the longest period identified. All records must be retained if there is a reason to believe that they may be subject to an audit, investigation, or litigation. All costs associated with this Contract and shared with other Provider activities, whether contracted by Alliance or otherwise, shall be auditable.

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REQUIRED ATTACHMENTS/APPENDICES: This Contract consists of this master document and the following Appendices and Attachments, all of which are incorporated herein by reference:

Appendix A Consolidated Federal Certifications and Disclosures

Appendix C Mixed Services Protocol

Appendix D Insurance Requirements

Appendix E Electronic Provider Portal Access/ User Addendum

Attachment A Medicaid Direct Required Provider Contract Terms

Attachment A-1 (Health/Hospital Systems Providers ONLY) Health System Medicaid Contract Services (Electronically Published at <https://www.alliancehealthplan.org/providers/publications-forms-documents/>)

Attachment A-2 Medicaid Direct Contracted Sites

Attachment J Medicaid Direct Required Contract Terms



APPENDIX A: CONSOLIDATED FEDERAL CERTIFICATIONS AND DISCLOSURES

The undersigned states that:

- (a) He or she is the duly authorized representative of the Provider named below;
- (b) He or she is authorized to make, and does hereby make, the following certifications on behalf of the Provider, as set out herein:
 - The Certification Regarding Nondiscrimination;
 - The Certification Regarding Drug-Free Workplace Requirements;
 - The Certification Regarding Environmental Tobacco Smoke;
 - The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - The Certification Regarding Lobbying;
- (c) He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the Contracted Services will be performed;
- (d) [Check the applicable statement]
 - ☐ He or she **has completed a Disclosure of Lobbying Activities** because the Provider **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;
 - OR**
 - ☐ He or she **has not completed a Disclosure of Lobbying Activities** because the Provider **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

- (e) The Provider shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature	Title
Name	Date

[This Certification Must Be Signed by the Same Individual Who Signed the Contract Execution Page]

I. Certification Regarding Nondiscrimination

The Provider certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. The Provider certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Provider's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Provider's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

- iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed in Attachment A.
3. Provider will inform the LME/MCO of any additional sites for performance of work under this Contract per the terms of the Contract.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. see 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law

does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

Provider certifies that it will comply with the requirements of the Act. The Provider further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions Instructions

[The phrase "prospective lower tier participant" means the Provider.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and 45 CFR Part 75. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily

excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

Provider certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

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APPENDIX C: MIXED SERVICES PROTOCOL

(Applicable ONLY to Services received by Members enrolled in Medicaid Direct)

*Eligible ICD-10 Codes referenced in this Appendix C are found on the Alliance website:

Services	Claim Processing And/OR Financial
Inpatient Charges for Psychiatric and Substance Abuse Diagnostic Related Groupings (DRGs)	LME/MCO in acute hospital or psychiatric unit of a hospital when DRG is psychiatric
Outpatient X-ray and Lab Work	DHB fee-for-service Medicaid <i>except</i> when provided during emergency room visits where the Revenue Code is one of the following (450-459, 900-919), and the primary ICD-10 code is an Eligible ICD-
Prescribed by LME/MCO network provider on an Inpatient basis such as VDRL, SMA, CBC, UA (urinalysis), cortisol, x-rays for admission physicals, therapeutic drug levels	DHB fee-for-service Medicaid fee-for-service Medicaid except when provided during emergency room visits where the Revenue Code is one of the following (450-459, 900-919), and the primary ICD-10 code is an Eligible ICD-10 Code*
Prescribed by LME/MCO network provider on an outpatient basis such as therapeutic drug levels	DHB fee-for-service Medicaid except for emergency room visits where the Revenue Code is one of the following (450-459, 900-919), and the primary ICD-10 code is an Eligible ICD-10 Code*
Ordered for evaluation of medical problems or to establish organic pathology, cat scans thyroid studies, EKG etc. or any tests ordered prior to having a patient medically cleared	DHB fee-for-service Medicaid except for emergency room visits where the primary ICD-10 code is an Eligible ICD-10 Code*
Other tests ordered by non- LME/MCO physician	DHB fee-for-service Medicaid except for emergency room visits where the primary ICD-10 diagnosis code is an Eligible ICD-10 Code*
Drugs	
Outpatient prescription drugs and take home drugs	DHB fee-for-service Medicaid
Ambulance	
Transport to the hospital when the primary diagnosis is behavioral care	DHB fee-for-service Medicaid

Transport to a hospital prior to a medical emergency when the primary diagnosis is medical	DHB fee-for-service Medicaid
Transfers authorized by LME/MCO from non-network facility to a network facility	LME/MCO
Consults	
Mental Health or Alcohol/Substance Abuse on Medical Surgical Unit	LME/MCO
Mental Health or Alcohol/Substance Abuse in a Nursing Home or Assisted Living Facility	LME/MCO
Medical/Surgical on Mental Health/Substance Abuse Unit	DHB fee-for-service Medicaid
Emergency Room Charges — Professional Services	
Emergency Mental Health, Alcohol/Substance Abuse services provided by MH/SA practitioners	LME/MCO
Emergency room services where the primary diagnosis on the claim is in the following range: Revenue Codes 450-459, 900-919 and the primary ICD-10 code is an Eligible ICD-10 Code*	LME/MCO
Emergency room services where the primary diagnosis on the claim is NOT in the following range: 290-319	DHB fee-for-service Medicaid

Services	Claim Processing And/Or Financial Liability
Emergency Room Facility Charge	
Emergency room services where the primary diagnosis on the claim is in the following range: Revenue Codes 450-459, and the primary ICD-10 code is an Eligible ICD-10 Code*	LME/MCO
Emergency room services where the primary diagnosis on the claim is NOT in the following range: 290-319	DHB fee-for-service Medicaid
Medical/Neurological/Organic Issues	
Stabilization of self-induced trauma poisoning	DHB fee-for-service Medicaid except for emergency room visits where the primary ICD-10 diagnosis code is an Eligible ICD-10 Code*
Treatment of disorders which are primarily neurologically/organically based, including delirium, dementia, amnesic and other cognitive disorders	DHB fee-for-service Medicaid except for emergency room visits where the primary ICD-10 diagnosis code is an Eligible ICD-10 Code*
Miscellaneous	
Pre-Authorized, Mental Health, Alcohol/Substance Abuse admission, History and Physical	LME/MCO
Adjunctive alcohol/substance abuse therapies when specifically ordered by a network or LME/ MCO authorized physician	LME/ MCO
Alcohol Withdrawal Syndrome and Delirium Tremens	
Alcohol withdrawal syndrome, Ordinary Pharmacologic syndrome characterized by elevated vital signs, agitation, perspiration, Anxiety and tremor that is associated with the abrupt cessation of alcohol or other Addictive substances. Detoxification services authorized by MCO/LME/PIHP. Not included: fetal alcohol Syndrome or other symptoms exhibited by newborns whose mothers abused drugs except when services are provided in the emergency room and the primary diagnosis an Eligible ICD-10 Code*	LME/ MCO
Delirium tremens (DTs), which is a complication of chronic alcoholism associated with poor nutritional status. This is characterized by a major physiologic and metabolic disruption and is accompanied by delirium (after persecutory hallucination), agitation, tremors (frequently seizures) high temperatures and may be life-threatening.	DHB fee-for-service Medicaid except for emergency room visits where the primary diagnosis is an Eligible ICD-10 Code*



APPENDIX D: INSURANCE REQUIREMENTS

INSURANCE: The Provider 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. Should any of the described policies be reduced or canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Any loss of insurance shall be the basis of a payback to Alliance for services billed during this period and may result in the termination of this Contract. Provider shall provide Alliance upon request with certificates of insurance or other evidence of coverage reflecting satisfaction of the foregoing requirements of this paragraph and shall provide Alliance with no less than thirty (30) days advance written notice of any modification, cancellation or termination of their insurance. All insurance requirements of this Contract must be fully met unless specifically waived in writing by Alliance. The Provider shall purchase and maintain the following minimum coverage:

- I. **Professional Liability:** Professional Liability Insurance protecting the Provider 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:** Bodily Injury and Property Damage Liability Insurance protecting the Provider 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 Provider transports Members, 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:** Workers' Compensation and Occupational Disease Insurance as required by the statutes of the State of North Carolina. And 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.
- VI. Any Provider 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 State Contract and Innovations Waiver §1915(c) rules.

VII. Provider shall:

- i. Submit new Certificate of Insurance (COI) no later than ten (10) business days after the expiration of any listed policy to ensure documentation of continual coverage without demand by Alliance;
- ii. Notify Alliance in writing at least thirty (30) calendar days' before any coverage is suspended, voided, canceled or reduced;
- iii. Provide evidence to Alliance of continual coverage at the levels stated above within two (2) business days if Provider changes insurance carriers during the Term of the Contract, including tail coverage as required for continual coverage; and
- iv. Notify the Alliance in writing within two (2) business days of knowledge or notice of a claim, suit, criminal or administrative proceeding against Provider and/or Practitioner relating to the quality of services provided under this Contract. Upon notification, Alliance, 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
- v. All insurance requirements of this Contract shall be fully met unless specifically waived in writing by both Alliance and Provider.

In accordance with NC law, Provider may self-insure provided that Provider's Self-Insurance program is currently licensed/approved 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. Evidence of such self-Insurance may be submitted to Alliance for review and approval in lieu of some or all of the insurance requirements above.

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APPENDIX E: ELECTRONIC PROVIDER PORTAL ACCESS/ USER ADDENDUM

This Electronic Provider Portal Access/ User Addendum (“Agreement”), is made and entered as of the Effective Date of the Network Participating Provider Agreement by and between Alliance Health, (hereinafter “Alliance”) and the Provider (hereinafter “Provider”) named in the Network Participating Provider Agreement.

WITNESSETH:

WHEREAS, this Agreement is ancillary to the Network Participating Provider Agreement (“Contract”) executed between the Parties, and the terms of the Contract are fully incorporated herein;

WHEREAS, any capitalized term not otherwise defined in this Agreement shall have the same meaning and definitions as set forth in the Contract;

WHEREAS, Alliance engages in the electronic transmission of data through use of Secured Technology Platforms (“Platforms”) that include the Alliance Claims System (ACS) and Jiva platforms. Both ACS and Jiva maintain Provider Portals that allow access to a database of sensitive information, which is confidential by law, regulation, or policy, or which is proprietary in nature (collectively, the “Data”). These Provider Portals are accessed by login credentials including as unique User Identifications (“User ID”) and password;

WHEREAS, Provider desires to enter into an Agreement with Alliance to obtain access to Data within the Platforms utilized by Alliance, including ACS and Jiva Provider Portals for treatment, payment, or healthcare operations purposes that are related to Provider’s obligations under the Contract;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, Alliance and Provider (hereinafter individually referred to as a “Party” and collectively as “Parties”) agree to the following terms, obligations, and conditions, which are incorporated into and form a part of the Contract to which they are attached:

ARTICLE I: RIGHTS AND OBLIGATIONS OF ALLIANCE

- 1.1 Provision of Access. Subject to Provider's compliance with the obligations set forth in this Agreement, Alliance agrees to provide Provider with one or more User IDs for Provider and its authorized employees, agents, and subcontractors (collectively, "Agents") to access certain Data residing in the Platforms such as the Alliance Claims System (ACS) and Jiva system databases that relates to the individuals receiving MH/DD/SA services from Provider pursuant to the Contract.
- 1.2 Access to Secured Technology Platforms. Alliance shall use its best efforts to facilitate Provider's access to Platforms, including the Alliance Claims System (ACS) and Jiva systems; however, Provider acknowledges and agrees that its access to the Platforms and the Data shall be limited by and subject to scheduled computer system downtime and unanticipated software and hardware maintenance issues.
- 1.3 No Warranty. ALLIANCE EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE OPERATION OF ALLIANCE CLAIMS SYSTEM (ACS) AND JIVA AND THE ACCURACY AND COMPLETENESS OF THE DATA MAINTAINED IN THE ALLIANCE CLAIMS SYSTEM (ACS) AND JIVA DATABASES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF TITLE, OR MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.
- 1.4 Costs. Alliance shall not charge Provider or its Agents for access to the Platforms, including Alliance Claims System (ACS) or Jiva systems unless charges are imposed upon Alliance by ACS, Wellsky Corporation or Jiva, ZeOmega or any other third party for such access. In such event, Alliance shall provide thirty (30) days' written notice of the intent to impose an access fee.
- 1.5 Expense Reimbursement. Alliance shall not be liable to Provider or any agent for any expenses paid or incurred by Provider or any agent in connection with the Provider's or Agents' access to the Platforms, including, the Alliance Claims System (ACS) and Jiva systems.
- 1.6 Periodic Review. Periodically a Platform report may be run by Alliance to identify User IDs that have not logged into the Provider Portals for ninety (90) days. User IDs identified as not having accessed the Platforms within the last ninety (90) days may be made inactive. Provider must contact Alliance to request that User IDs be reactivated.

ARTICLE II: RIGHTS AND OBLIGATIONS OF PROVIDER

- 2.1 Account Management.
- Provider shall determine which of its Agents shall need a User ID for access to the Platforms, which access shall be only for purposes related to Provider's obligations under the Contract.
 - Provider shall successfully complete and ensure that all Agents have successfully completed training on the Provider Portals before Alliance will issue a User ID.
 - Provider shall ensure that each Agent: Understands and complies with the terms of this Agreement; protects his or her User ID and password from disclosure; and does not share the assigned User ID and password with any other person.
 - Provider shall request issuance of User IDs for its Agents by completing the Provider Portal Access and Deactivation Request form located on the Alliance website.
 - Provider shall notify the Alliance Helpdesk to terminate or disable an Agent's User ID within one business day from the occurrence of any termination of employment, contract,

or subcontract between Provider and such Agent, or upon the extended leave of an Agent for more than ninety (90) days, or at least five (5) business days prior to cessation of all or any part of Provider's business operations.

- f. Alliance will periodically generate a list of Provider's Agents with User IDs, and Provider will confirm with Alliance whether the User IDs are to remain active within five (5) business days of Providers' receipt of the list, in accordance with the instructions provided by Alliance. Provider shall maintain records of User IDs for a period of six (6) years from the date of termination of an Agent's User ID.
- g. Provider shall ensure that it and its Agents shall access only minimally necessary information in the Provider Portals as needed for the fulfillment of Provider's obligations under the Contract as those obligations directly relate to individuals receiving services from Provider pursuant to the Contract.
- h. Provider shall ensure that it and its Agents shall not corrupt any Data in the Provider Portals and shall not damage or sabotage any Data or the Platforms.
- i. Provider shall identify a security contact within its organization for Alliance to contact regarding any User ID issued under this Agreement. The security contact must be able to validate which of Provider's Agents shall have a User ID. Provider shall notify Alliance of any changes to the security contact within one (1) business day of such change.

2.2 Title to Intellectual Property. Provider understands acknowledges, and agrees that title, rights, and interest in and to the Alliance Claims System (ACS) and Jiva software and Data and other intellectual property shall be vested in Alliance and/or in ACS and Jiva or other third parties and shall not be vested in Provider or any Agent.

2.3 Suspension of Connectivity. Provider understands, acknowledges and agrees that in the event of any incidents that Alliance determines in good faith present an unacceptably high risk to the Alliance information systems infrastructure, including, but not limited to, any Alliance data and information, that Alliance shall notify, and shall have the right to immediately suspend Provider's electronic access to the Alliance network and data until Alliance determines that the risk has been acceptably mitigated. Provider further understands, acknowledges and agrees that in the event that access is suspended, Alliance will not be liable for any losses resulting from Provider's loss of electronics access to Alliance's network and data.

ARTICLE III: TERM AND TERMINATION

3.1 Effective Date and Term. This Agreement shall become effective upon complete execution of the Network Participating Provider Contract and this Agreement by all Parties and shall continue thereafter until termination or expiration of the Contract or until termination of this Agreement as set forth herein, whichever is earlier.

3.2 General. Termination or suspension of Provider Portal access under the terms set forth below shall not form the basis of any claim for loss of anticipated profits by either Party. The rights and remedies provided in this Article III shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

3.3 Voluntary Termination. A voluntary termination of the Contract shall automatically result in a simultaneous voluntary termination of this Agreement and its accompanying access. This Agreement may be voluntarily terminated at any time upon the mutual consent of both Parties.

- 3.4 Involuntary Termination; Suspension of Access. Alliance may immediately, without prior notice, suspend Provider's and all or some associated Agents' User IDs, or terminate the Contract and this Agreement, if Alliance determines, in its sole discretion, that:
- Provider or any Agent has breached a material term of this Agreement, or of the Contract between Alliance and Provider;
 - Alliance is no longer utilizing the Provider Portals on the Alliance Claims System (ACS) or Jiva platforms;
 - Provider's Contract with Alliance is terminated or expired;
 - Provider or any Agent has shared its login with any person, even if such person is another Agent of Provider;
 - Provider or any Agent has abused or sabotaged the Alliance Claims System (ACS) and/or Jiva platform or corrupted any data within the Alliance Claims System (ACS) or Jiva database;
 - Provider fails to timely provide and/or satisfactorily perform any requirement under this Agreement, including, but not limited to, timely submission of User ID deactivation requests, or required reports, records, or documentation;
 - Provider or an Agent is not compliant with federal or state confidentiality laws, rules, or regulations;
 - Provider has dissolved or ceased operations; or
 - Provider has been convicted of any felony, or of any crime involving health care.
- 3.5 Opportunity to Cure Not Required. Upon a determination that Provider meets a condition specified in Section 3.4, Alliance may, but is not required to, offer Provider the opportunity to cure by providing Provider with written notice of the material breach, specifying the breach and requiring it to be remedied within, in the absence of greater or lesser specification of time, fifteen (15) calendar days from the date of the notice; and if the breach is not timely cured, Alliance may terminate the Contract and this Agreement effective upon written notice of termination. If Provider and or its Agent(s) breaches any provision of this Agreement, Alliance shall have the right to withhold any payments due to Provider under any contract or agreement with Alliance, including but not limited to the Contract, until such breach has been fully cured.
- 3.6 Effect of Termination or Expiration. Upon termination or expiration of the Contract or of this Agreement pursuant to this Article III, Alliance shall disable any User IDs provided to Provider. In the event that Alliance terminates the Contract or suspends or terminates this Agreement in whole or in part pursuant to Section 3.4, Alliance may: (1) deduct any and all expenses incurred by Alliance for damages caused by the Provider and/or Agent's breach; and/or (2) pursue any of its remedies at law or in equity, or both, including damages, injunctive relief, and specific performance.
- 3.7 Incorporation of Recitals. The recitals set forth above are an integral part of this Agreement and shall have the same contractual significance as any other language herein.

SIGNATURE PAGE

IN WITNESS WHEREOF, each Party intends this **ELECTRONIC PROVIDER PORTAL ACCESS/ USER ADDENDUM** to be under seal and has caused it to be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument, as the act of said Party. Each individual electronically signing below certifies that he or she has been granted the authority to bind said Party to the terms of this Contract and any attachments, appendices, schedules or exhibits thereto.

Enter Provider Name

By: _____
Provider: DULY AUTHORIZED OFFICIAL

Name: _____

Title: _____

Date: _____

Alliance Health:

By: _____
Sara Wilson, Chief of Staff or Designee

Date: _____



ATTACHMENT A : MEDICAID DIRECT REQUIRED PROVIDER CONTRACT TERMS

In accordance with the Alliance's State Contract with NC DHHS and the Department's instructions, the following language is incorporated into the terms of this Medicaid Direct Network Participating Provider Contract (Provider Contract) **verbatim**. In the event of a conflict between the terms set forth in this Attachment J and the Provider Contract, this Attachment shall control:

1. Compliance With State And Federal Laws

The Provider understands and agrees that it is subject to all state and federal laws, rules, regulations, waivers, policies and guidelines, and court-ordered consent decrees, settlement agreements, or other court orders that apply to the Contract and Alliance's managed care contract with the North Carolina Department of Health and Human Services (NC DHHS), and all persons or entities receiving state and federal funds. The Provider understands and agrees that any violation by a provider of a state or federal law relating to the delivery of services pursuant to this Contract, or any violation of Alliance's contract with NC DHHS could result in liability for money damages, including liquidated damages, and/or civil or criminal penalties and sanctions under state and/or federal law.

2. Hold Member Harmless

The Provider agrees to hold the Member harmless for charges for any covered service. The Provider agrees not to bill a Member for medically necessary services covered by the Medicaid Direct Benefit Plan so long as the member is eligible for coverage.

3. Liability

The Provider understands and agrees that the NC DHHS does not assume liability for the actions of, or judgments rendered against Alliance, its employees, agents or subcontractors. Further, the Provider understands and agrees that there is no right of subrogation, contribution, or indemnification against NC DHHS for any duty owed to the Provider by Alliance or any judgment rendered against Alliance.

4. Non-discrimination Equitable Treatment of Members

The Provider agrees to render Provider Services to members with the same degree of care and skills as customarily provided to the Provider's patients who are not members, according to generally accepted standards of medical practice. The Provider and Alliance agree that members and non-members should be treated equitably. The Provider agrees not to discriminate against members on the basis of race, color, national origin, age, sex, gender, LGBTQ status, or disability.

5. Department authority related to the Medicaid program

The Provider agrees and understands that in the State of North Carolina, the Department of Health and Human Services is the single state Medicaid agency designated under 42 C.F.R. § 431.10 to administer or supervise the administration of the state plan for medical assistance. The Division of Health Benefits is

designated with administration, provision, and payment for medical assistance under the Federal Medicaid (Title XIX) and the State Children's Health Insurance (Title XXI) (CHIP) programs. The Division of Social Services (DSS) is designated with the administration and determination of eligibility for the two programs.

6. Access to Provider Records

The Provider agrees to provide at no cost to the following entities or their designees with prompt, reasonable, and adequate access to the Contract and any records, books, documents, papers, and video recordings that relate to the Contract and/or the Provider's performance of its responsibilities under this Contract for purposes of examination, audit, investigation, contract administration, the making of copies, excerpts or transcripts, or any other purpose NC DHHS deems necessary for contract enforcement or to perform its regulatory functions:

- i. The United States Department of Health and Human Services or its designee;
- ii. The Comptroller General of the United States or its designee;
- iii. The North Carolina Department of Health and Human Services (NC DHHS), its Medicaid Managed Care program personnel, or its designee;
- iv. The Office of Inspector General;
- v. North Carolina Department of Justice Medicaid Investigations Division;
- vi. Any independent verification and validation contractor, audit firm, or quality assurance contractor acting on behalf of NC DHHS;
- vii. The North Carolina Office of State Auditor, or its designee;
- viii. A state or federal law enforcement agency.
- ix. And any other state or federal entity identified by NC DHHS, or any other entity engaged by NC DHHS.

The Provider shall cooperate with all announced and unannounced site visits, audits, investigations, post-payment reviews, or other Program Integrity activities conducted by the NC Department of Health and Human Services.

Nothing in this Attachment shall be construed to limit the ability of the federal government, the Centers for Medicare and Medicaid Services, the U.S. Department of Health and Human Services Office of Inspector General, the U.S. Department of Justice, or any of the foregoing entities' contractors or agents, to enforce federal requirements for the submission of documentation in response to an audit or investigation.

7. Prompt Claim Payments.

- i. The Provider shall submit all claims to Alliance for processing and payments within one-hundred-eighty (180) calendar days from the date of covered service or discharge (whichever is later). However, the Provider's failure to submit a claim within this time will not invalidate or reduce any claim if it was not reasonably possible for the Provider to submit the claim within that time. In such case, the claim should be submitted as soon as reasonably possible, and in no event, later than one (1) year from the time submittal of the claim is otherwise required.
- ii. Alliance shall within eighteen (18) Calendar Days of receiving a Medical Claim notify the provider whether the claim is clean or pend the claim and request from the provider all additional information needed to process the claim.
- iii. Alliance shall pay or deny a clean claim the lesser of thirty (30) Calendar Days of receipt

of the claim or the first scheduled provider reimbursement cycle following adjudication.

- iv. A pending claim shall be paid or denied within thirty (30) Calendar Days of receipt of the requested additional information. If the requested additional information on claim is not submitted within ninety (90) days of the notice requesting the required additional information, Alliance shall deny the claim.
- v. Alliance shall reprocess claims in a timely and accurate manner as described in this provision (including interest and penalties if applicable).
- vi. If Alliance fails to pay a clean claim in full pursuant to this provision, the Alliance shall pay the Provider interest and penalties. Late Payments will bear interest at the annual rate of eighteen (18) percent beginning on the date following the day on which the claim should have been paid or was underpaid.
- vii. Failure to pay a clean claim within thirty (30) days of receipt will result in Alliance paying the Provider penalties equal to one (1) percent of the total amount of the claim per day beginning on the date following the day on which the claim should have been paid or was underpaid.
- viii. Alliance shall pay the interest and penalties from subsections vi. and vii. as provided in that subsection and shall not require the Provider to request the interest or the liquidated damages.

8. Contract amendments.

PIHP shall send any proposed contract Amendment to Provider's Notice Contact as designated in Article I., Paragraph 13 of this Contract. The proposed Amendment shall be dated, labeled "Amendment," signed by Alliance, and include an effective date for the proposed Amendment. Provider shall have sixty (60) days from the date of receipt of a proposed Amendment to object to the proposed Amendment. The proposed Amendment shall be effective upon Contracted Provider failing to object in writing within 60 days. If Provider timely objects to a proposed Amendment, then the proposed Amendment is not effective and PIHP shall be entitled to terminate the Agreement upon sixty (60) days' written notice to Contracted Provider.

Nothing in this Contract prohibits Provider and PIHP from negotiating contract terms that provide for mutual consent to an Amendment, a process for reaching mutual consent, or alternative Notice Contacts.

9. Policies and Procedures. The policies and procedures of PIHP shall not conflict with or override any term of a Contract, including Contract fee schedules. In the event of a conflict between a policy or procedure and the language in a Contract, the Contract language shall prevail. PIHP's policies and procedures applicable to Providers shall be incorporated into PIHP's Provider Manual or posted to the PIHP website.

10. When Alliance offers a contract to a Provider, Alliance shall also make available its schedule of fees associated with the top 30 services or procedures most commonly billed by that class of Provider.



Attachment A-1:
(Health/Hospital System Providers Only) Health System Medicaid Contract
Services Electronically Published at
<https://www.alliancehealthplan.org/providers/publications-forms-documents/>

SAMPLE



ATTACHMENT A-2: MEDICAID DIRECT CONTRACTED SITES

Enter Provider Name

SAMPLE



ATTACHMENT J: MEDICAID DIRECT REQUIRED PROVIDER CONTRACT TERMS

In accordance with the Alliance's State Contract with NC DHHS and the Department's instructions, the following language is incorporated into the terms of this Medicaid Direct Network Participating Provider Contract (Provider Contract) **verbatim**. In the event of a conflict between the terms set forth in this Attachment J and the Provider Contract, this Attachment shall control:

1. Compliance With State And Federal Laws

The Provider understands and agrees that it is subject to all state and federal laws, rules, regulations, waivers, policies and guidelines, and court-ordered consent decrees, settlement agreements, or other court orders that apply to the Contract and Alliance's managed care contract with the North Carolina Department of Health and Human Services (NC DHHS), and all persons or entities receiving state and federal funds. The Provider understands and agrees that any violation by a provider of a state or federal law relating to the delivery of services pursuant to this Contract, or any violation of Alliance's contract with NC DHHS could result in liability for money damages, including liquidated damages, and/or civil or criminal penalties and sanctions under state and/or federal law.

2. Hold Member Harmless

The Provider agrees to hold the Member harmless for charges for any covered service. The Provider agrees not to bill a Member for medically necessary services covered by the Medicaid Direct Benefit Plan so long as the member is eligible for coverage.

3. Liability

The Provider understands and agrees that the NC DHHS does not assume liability for the actions of, or judgments rendered against Alliance, its employees, agents or subcontractors. Further, the Provider understands and agrees that there is no right of subrogation, contribution, or indemnification against NC DHHS for any duty owed to the Provider by Alliance or any judgment rendered against Alliance.

4. Non-discrimination Equitable Treatment of Members

The Provider agrees to render Provider Services to members with the same degree of care and skills as customarily provided to the Provider's patients who are not members, according to generally accepted standards of medical practice. The Provider and Alliance agree that members and non-members should be treated equitably. The Provider agrees not to discriminate against members on the basis of race, color, national origin, age, sex, gender, LGBTQ status, or disability.

5. Department authority related to the Medicaid program

The Provider agrees and understands that in the State of North Carolina, the Department of Health and Human Services is the single state Medicaid agency designated under 42 C.F.R. § 431.10 to administer or supervise the administration of the state plan for medical assistance. The Division of Health Benefits is designated with administration, provision, and payment for medical assistance under the Federal Medicaid

(Title XIX) and the State Children's Health Insurance (Title XXI) (CHIP) programs. The Division of Social Services (DSS) is designated with the administration and determination of eligibility for the two programs.

6. Access to Provider Records

The Provider agrees to provide at no cost to the following entities or their designees with prompt, reasonable, and adequate access to the Contract and any records, books, documents, papers, and video recordings that relate to the Contract and/or the Provider's performance of its responsibilities under this Contract for purposes of examination, audit, investigation, contract administration, the making of copies, excerpts or transcripts, or any other purpose NC DHHS deems necessary for contract enforcement or to perform its regulatory functions:

- i. The United States Department of Health and Human Services or its designee;
- ii. The Comptroller General of the United States or its designee;
- iii. The North Carolina Department of Health and Human Services (NC DHHS), its Medicaid Managed Care program personnel, or its designee;
- iv. The Office of Inspector General;
- v. North Carolina Department of Justice Medicaid Investigations Division;
- vi. Any independent verification and validation contractor, audit firm, or quality assurance contractor acting on behalf of NC DHHS;
- vii. The North Carolina Office of State Auditor, or its designee;
- viii. A state or federal law enforcement agency.
- ix. And any other state or federal entity identified by NC DHHS, or any other entity engaged by NC DHHS.

The Provider shall cooperate with all announced and unannounced site visits, audits, investigations, post-payment reviews, or other Program Integrity activities conducted by the NC Department of Health and Human Services.

Nothing in this Attachment shall be construed to limit the ability of the federal government, the Centers for Medicare and Medicaid Services, the U.S. Department of Health and Human Services Office of Inspector General, the U.S. Department of Justice, or any of the foregoing entities' contractors or agents, to enforce federal requirements for the submission of documentation in response to an audit or investigation.

7. Prompt Claim Payments.

- iii. The Provider shall submit all claims to Alliance for processing and payments within one-hundred-eighty (180) calendar days from the date of covered service or discharge (whichever is later). However, the Provider's failure to submit a claim within this time will not invalidate or reduce any claim if it was not reasonably possible for the Provider to submit the claim within that time. In such case, the claim should be submitted as soon as reasonably possible, and in no event, later than one (1) year from the time submittal of the claim is otherwise required.
- iv. Alliance shall within eighteen (18) Calendar Days of receiving a Medical Claim notify the provider whether the claim is clean or pend the claim and request from the provider all additional information needed to process the claim.
- iii. Alliance shall pay or deny a clean claim the lesser of thirty (30) Calendar Days of receipt of the claim or the first scheduled provider reimbursement cycle following adjudication.

- iv. A pending claim shall be paid or denied within thirty (30) Calendar Days of receipt of the requested additional information. If the requested additional information on claim is not submitted within ninety (90) days of the notice requesting the required additional information, Alliance shall deny the claim.
- v. Alliance shall reprocess claims in a timely and accurate manner as described in this provision (including interest and penalties if applicable).
- vi. If Alliance fails to pay a clean claim in full pursuant to this provision, the Alliance shall pay the Provider interest and penalties. Late Payments will bear interest at the annual rate of eighteen (18) percent beginning on the date following the day on which the claim should have been paid or was underpaid.
- vii. Failure to pay a clean claim within thirty (30) days of receipt will result in Alliance paying the Provider penalties equal to one (1) percent of the total amount of the claim per day beginning on the date following the day on which the claim should have been paid or was underpaid.
- viii. Alliance shall pay the interest and penalties from subsections vi. and vii. as provided in that subsection and shall not require the Provider to request the interest or the liquidated damages.

8. Contract amendments.

PIHP shall send any proposed contract Amendment to Provider's Notice Contact as designated in Article I., Paragraph 13 of this Contract. The proposed Amendment shall be dated, labeled "Amendment," signed by Alliance, and include an effective date for the proposed Amendment. Provider shall have sixty (60) days from the date of receipt of a proposed Amendment to object to the proposed Amendment. The proposed Amendment shall be effective upon Contracted Provider failing to object in writing within 60 days. If Provider timely objects to a proposed Amendment, then the proposed Amendment is not effective and PIHP shall be entitled to terminate the Agreement upon sixty (60) days' written notice to Contracted Provider.

Nothing in this Contract prohibits Provider and PIHP from negotiating contract terms that provide for mutual consent to an Amendment, a process for reaching mutual consent, or alternative Notice Contacts.

11. Policies and Procedures. The policies and procedures of PIHP shall not conflict with or override any term of a Contract, including Contract fee schedules. In the event of a conflict between a policy or procedure and the language in a Contract, the Contract language shall prevail. PIHP's policies and procedures applicable to Providers shall be incorporated into PIHP's Provider Manual or posted to the PIHP website.

12. When Alliance offers a contract to a Provider, Alliance shall also make available its schedule of fees associated with the top 30 services or procedures most commonly billed by that class of Provider.