



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor

MANDY COHEN, MD, MPH • Secretary

MARK PAYNE • Director, Division of Health Service Regulation

February 8, 2019

Chris A. Lumsden
Northern Hospital of Surry County
P.O. Box 1101
Mount Airy, NC 27030

Exempt from Review

Record #: 2864
Facility Name: Northern Hospital of Surry County
FID #: 953376
Business Name: Northern Hospital District of Surry County
Business #: 1334
Project Description: Convert 17 Acute Care Beds to Psychiatric Beds
County: Surry

Dear Mr. Lumsden:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter of February 5, 2019, the above referenced proposal is exempt from certificate of need review in accordance with N.C. Gen. Stat. §131E-184(c). Therefore, you may proceed to offer, develop or establish the above referenced project without a certificate of need.

However, you need to contact the Agency's Construction, Acute and Home Care Licensure and Certification, and Mental Health Licensure and Certification Sections to determine if they have any requirements for development of the proposed project.

It should be noted that this determination is binding only for the facts represented by you. Consequently, if changes are made in the project or in the facts provided in your correspondence referenced above, a new determination as to whether a certificate of need is required would need to be made by the Agency. Changes in a project include, but are not limited to: (1) increases in the capital cost; (2) acquisition of medical equipment not included in the original cost estimate;

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF HEALTH SERVICE REGULATION

HEALTHCARE PLANNING AND CERTIFICATE OF NEED SECTION

LOCATION: 809 Ruggles Drive, Edgerton Building, Raleigh, NC 27603

MAILING ADDRESS: 809 Ruggles Drive, 2704 Mail Service Center, Raleigh, NC 27699-2704


www.ncdhhs.gov/dhsr • TEL: 919-855-3873

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(3) modifications in the design of the project; (4) change in location; and (5) any increase in the number of square feet to be constructed.

If you have any questions concerning this matter, please feel free to contact this office.

Sincerely,



Celia C. Inman
Project Analyst

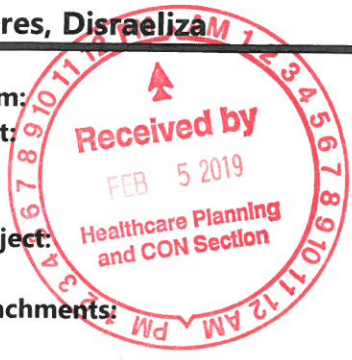


Martha J. Frisone
Chief, Healthcare Planning and
Certificate of Need Section

cc: Construction Section, DHSR
Acute and Home Care Licensure and Certification Section, DHSR
Mental Health Licensure and Certification Section, DHSR
Melinda Boyette, Administrative Assistant, Healthcare Planning, DHSR

Flores, Disraeliza

From: Frisone, Martha
Sent: Tuesday, February 05, 2019 9:45 AM
To: Flores, Disraeliza
Cc: Inman, Celia C
Subject: FW: [External] Northern Hospital District of Surry County- conversion of acute inpatient beds to psychiatric inpatient beds (email 1 of 2)
Attachments: Northern Hospital Exemption Determination Request Letter.2.4.2019.pdf; Northern Hospital. Partners LME Agreement Attachment 2.pdf



Lisa, please print, log and give to Celia. Thanks.

Martha J. Frisone

Chief

Division of Health Service Regulation, Healthcare Planning and Certificate of Need
NC Department of Health and Human Services

Office: 919-855-3879
martha.frisone@dhhs.nc.gov

809 Ruggles, Edgerton
2704 Mail Service Center
Raleigh, NC 27699-2704

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From: Robin Hodgin [<mailto:RHODGIN@nhsc.org>]
Sent: Tuesday, February 05, 2019 8:48 AM
To: Frisone, Martha <martha.frisone@dhhs.nc.gov>
Subject: [External] Northern Hospital District of Surry County- conversion of acute inpatient beds to psychiatric inpatient beds (email 1 of 2)

CAUTION: External email. Do not click links or open attachments unless you verify. Send all suspicious email as an attachment to report.spam@nc.gov

Good Morning Ms. Frisone,
Northern Hospital District of Surry County (Hospital) plans to convert seventeen existing inpatient acute care beds to inpatient adult psychiatric beds and requests a determination that the conversion of these beds is exempt from Certificate of Need review pursuant to NCGS 131 E-184(c). Please find included as attachments to this email the 2019 Hospital License Renewal application (referenced as Attachment 1 in the letter) and the Hospital Provider Participation Agreement with Partners Behavioral Health Management LME/MCO (referenced as Attachment 2 in the letter). In follow up to this email, hard copies of all documents are being mailed to your attention.
Due to the size of the attachments, there will be 2 emails.
Please contact me if you have any questions.

Respectfully,
Robin Hodgin

Robin Hodgin, RN, MHA, NE-BC
Vice President, Patient Services & CNO
Northern Hospital of Surry County
(336) 719-7019 (Office)
(336) 789-3470 (Fax)
(336) 705-8497 (Cell)
rhodgin@nhsc.org
www.northernhospital.com

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Martha Frisone, Chief
Health Planning and Certificate of Need Section
2704 Mail Service Center
Raleigh, NC 27699-2704

RE: Notice of Exemption for Northern Hospital District of Surry County For Conversion of
17 Acute Care Beds to Inpatient Psychiatric Beds, FID# 953376

Dear Ms. Frisone:

I am writing to provide written notice that Northern Hospital District of Surry County ("the Hospital") plans to convert seventeen (17) existing acute care beds to inpatient adult psychiatric beds and requests a determination that the conversion of these beds is exempt from Certificate of Need ("CON") review pursuant to NCGS 131 E-184(c).

Northern Hospital District of Surry County, license # HO184, is located at 830 Rockford Street, Mount Airy, North Carolina. The Hospital is currently licensed for one hundred (100) acute care beds and thirty-three (33) nursing care beds. Please see a copy of the 2019 Hospital License Renewal application included in Attachment 1. The Hospital plans to convert seventeen (17) existing acute care beds to adult inpatient psychiatric beds. After the conversion the hospital plans to have eighty-three (83) acute care beds and seventeen (17) inpatient adult psychiatric beds, and thirty-three (33) nursing care beds.

The North Carolina CON statute includes certain exemptions from CON review including NCGS 131 E-184 (c), which provides as follows:

The Department shall exempt from Certificate of Need review the conversion of existing acute care beds to psychiatric beds provided:

- (1) The hospital proposing the conversion has executed a contract with the Department's Division of Mental Health, Developmental Disabilities, and Substance Abuse Services and/or one or more of the Area Mental Health Developmental Disabilities and Substance Abuse Authorities to provide psychiatric beds to patients by the contracting agencies; and
- (2) The total number of beds to be converted shall not be more than twice the number of beds for which the contract pursuant to subdivision (1) of this subsection shall provide.

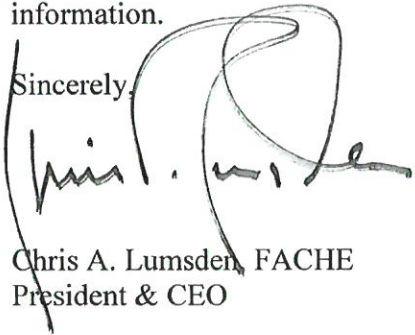
This exemption provision is not contingent upon the total capital cost of the project to be less than the two million dollar (\$2,000,000) capital expenditure threshold in NCGS 131 E-176(16)b.

As seen in Attachment 2, the Hospital has established a Provider Participation Agreement with Partners Behavioral Health Management Local Management Entity/Managed Care Organization ("Partners LME") pursuant to which the Hospital will provide psychiatric services to clients of Partners LME. The agreement states that the terms "shall apply to a total of seventeen (17) adult inpatient psychiatric beds which are and /or will be developed at Contractor's hospital. Contractor agrees to accept inpatient psychiatric referrals made by LME/MCO subject to bed availability." Consequently, the seventeen (17) total number of acute care beds being converted by the Hospital is not more than twice the number of beds covered by its contract with Partners LME. Additionally, the total number of inpatient psychiatric beds upon completion of this conversion, will be seventeen (17).

Based on these facts, we believe the Hospital's conversion of seventeen (17) acute care beds to psychiatric beds is exempt from CON review. We would appreciate written confirmation from your office that the proposed conversion is exempt from CON review and that the Hospital may proceed with the proposed conversion without obtaining CON approval.

Please let me know if you have any questions regarding this Notice of Exemption or need further information.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris A. Lumsden". The signature is fluid and cursive, with a large loop at the end.

Chris A. Lumsden, FACHE
President & CEO

cc: William L. Callison, MBA, MHA
Chief Operating Officer
Partners Behavioral Health Management

Attachments

**AMENDMENT TO THE
PROCUREMENT CONTRACT FOR PROVISION OF SERVICES
BETWEEN
PARTNERS BEHAVIORAL HEALTH MANAGEMENT
LME/PIHP
AND
NORTHERN HOSPITAL OF SURRY COUNTY
A PROVIDER OF MH/DD/SA SERVICES**

THIS CONTRACT AMENDMENT is made between Partners Behavioral Health Management, Area Authority/County Program (herein known as the Local Management Entity or LME-MCO), and Northern Hospital of Surry County (herein known as the "Provider" or "Contractor"), operating under the laws of North Carolina. By means of this Contract, the Local Management Entity is establishing a relationship with Providers who are reimbursed by the LME-MCO for approved activities and/or services.

The purpose of this Amendment is to update the provision of this Contract to apply to a total of seventeen (17) geriatric inpatient psychiatric beds which are and/or will be developed and made available at Contractor's facility. Contractor agrees to accept inpatient psychiatric referrals made by the LME/MCO subject to bed availability and facility admissions criteria.

All other stipulations and conditions of the original contract or extension, to include attachments as amended, will remain binding and in effect through the length of this contract, unless otherwise properly amended, terminated or renewed.

Signature Page Between:
PARTNERS BEHAVIORAL HEALTH MANAGEMENT
and
Northern Hospital of Surry County

IN WITNESS WHEREOF, each party has caused this agreement to be executed in multiple copies, each of which shall be deemed an original, as the act of said party. Each individual signing below certifies that he or she has been granted the authority to bind **CONTRACTOR** to the terms of this Contract and any Addendums or Attachments thereto.

Northern Hospital of Surry County

DocuSigned by:
Chris A. Lumsden

2/4/2019 | 4:30 PM EST

3C69DFC282864AE...

Legally Authorized Representative
Chris Lumsden
Chief Executive Officer

Date

PARTNERS BEHAVIORAL HEALTH MANAGEMENT

DocuSigned by:
W. Rhett Melton

2/5/2019 | 5:08 AM PST

AB2FAD60736F4A4...

Legally Authorized Representative
W. Rhett Melton
Chief Executive Officer

Date

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:
Susan Lackey

2/4/2019 | 3:47 PM PST

0A97C2CBDF8483...

Legally Authorized Representative
Susan Lackey
Chief Financial Officer

Date

**PROCUREMENT CONTRACT FOR PROVISION OF SERVICES
BETWEEN
PARTNERS BEHAVIORAL HEALTH MANAGEMENT
LME/PIHP
AND
Northern Hospital of Surry County
A PROVIDER OF MH/DD/SA SERVICES**

**ARTICLE I:
GENERAL TERMS AND CONDITIONS**

1. DEFINITIONS:

- A. "Catchment area" of the Local Management Entity/Prepaid Inpatient Health Plan (LME/PIHP) means the geographic part of the State served by a specific area authority or county program or LME and/or the counties participating in the PIHP and enrolled under Medicaid Provider Number 3404945. Partners BHM catchment area includes Burke, Catawba, Cleveland, Gaston, Iredell, Lincoln, Surry and Yadkin counties.
- B. "Clean Claim" means as defined in 42 C.F.R. §447.45(b).
- C. "Contract" means this Procurement Contract for the Provision of Services between LME/PIHP and CONTRACTOR, including any and all Appendices and Attachments.
- D. "Contractor" means **Northern Hospital of Surry County**, the provider of services pursuant to this contract, including all staff and employees of Contractor.
- E. "Department" means the North Carolina Department of Health and Human Service and includes the Divisions of Medical Assistance (DMA) and Mental Health, Developmental Disabilities and Substance Abuse Services (DMH/DD/SA).
- F. "Emergency services" means as defined in 42 CFR §422.113 and §438.114.
- G. "Enrollee" means an individual with a Medicaid county of residence located within the LME/PIHP catchment area enrolled with LME/PIHP.
- H. "Local Management Entity" (LME) means the political subdivision organized pursuant to N.C.G.S. §122C-115.1 and 112C-115.2, and which is responsible for authorizing, managing and reimbursing providers for all Medicaid and State-funded mental health, substance abuse, and developmental disability services pursuant to contracts with the Department for those Enrollees within the LME/PIHP's defined catchment area.
- I. "Notice" means a written communication between the parties delivered by trackable mail, electronic means, facsimile or by hand.
- J. "PIHP" means the capitated Prepaid Inpatient Health Plan as defined in 42 CFR § 438.2 and operated by Partners Behavioral Health Management in accordance with 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, the N.C. Home and Community Based Services Innovations waiver authorized by CMS pursuant to section 1915(c) of the Act, and Part 438 of Title 42 of the Code of Federal Regulations.
- K. "Post stabilization services" or "Post stabilization care services" mean as defined in 42 CFR §422.113 and §438.114.
- L. "Provider Operations Manual" means the manual that is posted on the Partners BHM website, which has specific guidelines, instructions and requirements relating to this contract.

2. **BASIC RELATIONSHIP:**

CONTRACTOR enters into this contract with LME/PIHP for the purpose of providing medically necessary Mental Health, Developmental Disability, and/or Substance Abuse ("MH/DD/SA") services to the LME/PIHP's Enrollee(s) and agrees to comply with Controlling Authority, the conditions set forth in this Contract and all Appendices or Attachments to this Contract. CONTRACTOR is an independent contractor of LME/PIHP. 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 CONTRACTOR is an independent contractor of the LME/PIHP. 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.

3. **ENTIRE AGREEMENT/ REVISIONS:**

This Contract, consisting of the Procurement Contract for the Provision of Services, and any and all Appendices and Attachments, constitutes the entire Contract between the LME/PIHP and the CONTRACTOR for the provision of services to Enrollee(s). Except for changes to Controlling Authority published by CMS, the LME/ PIHP, the Department, its divisions and/or its fiscal agent as referenced in Article I, Paragraph 4, any alterations, amendments, or modifications in the provision of the Contract shall be in writing, signed by all parties, and attached hereto.

4. **CONTROLLING AUTHORITY:**

This Contract is required by 42 C.F.R. §438.206 and §438.214 and shall be governed by 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, N.C.G.S. Chapter 108A, the North Carolina State Plan for Medical Assistance, 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; and
- b. 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.*; and
- c. All federal and state Enrollee's rights and confidentiality laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Standard for Privacy of Individually Identifiable Health Information and Health Insurance Reform: Security Standards, 45 CFR Part 164, alcohol and drug abuse patient records laws codified at 42 U.S.C. §290dd-2 and 42 CFR Part 2, the Health Information Technology for Economics and Clinical Health Act (HITECH Act) adopted as part of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and those State laws and regulations denominated in Appendix G; and
- d. Regulations concerning access to care, utilization review, clinical studies, utilization management, care management, quality management, disclosure and credentialing activities as set forth in 42 CFR parts 438, 441, 455, and 456.
- e. State licensure and certification laws, rules and regulations applicable to CONTRACTOR; and

- f. Applicable provisions of Chapter 122C of the North Carolina General Statutes; and
- g. Medical or clinical coverage policies promulgated by the Department in accordance with N.C.G.S. §108A-54.2; and
- h. The North Carolina Medicaid and Health Choice Provider Requirements, N.C. Gen. Stat. Ch. 108C.
- i. The Americans With Disabilities Act, Titles VI and VII of the Civil Rights Act of 1964, Section 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; and
- j. The Drug Free Workplace Act of 1988; and
- k. Any other applicable federal or state laws, rules or regulations, in effect at the time the service is rendered and concerning the provision or billing of Medicaid-reimbursable or State-funded MH/DD/SA services, as specified in Appendix G.

CONTRACTOR agrees to operate and provide services in accordance with Controlling Authority. CONTRACTOR shall be responsible for keeping abreast of changes to Controlling Authority and to provide education and training to its staff and employees as appropriate. CONTRACTOR shall develop and implement a compliance program in accordance with 42 U.S.C. §1396a(kk) (5).

5. TERM:

The term of this Contract shall begin on **October 1, 2017**, and shall remain in effect through **September 30, 2020**, unless terminated by either party prior to the expiration of the specified term in accordance with paragraph 13 of this Contract. The LME/PIHP reserves the right to impose shorter time limits on the term of this Contract should CONTRACTOR fail to comply with the terms of this Contract. CONTRACTOR understands that State and Federal statutory and regulatory requirements may be changed or updated during the term of this Contract. The LME/PIHP will provide notice to the CONTRACTOR thirty (30) days prior to any changes to LME/PIHP manuals or forms. Any changes to reimbursement shall be in writing to CONTRACTOR thirty (30) days prior to such change.

6. CHOICE OF LAW/FORUM:

This agreement shall be interpreted in accordance with the laws of the State of North Carolina. The venue for all legal actions upon this Contract shall be in the State Courts of Gaston County or the U.S. District Court for the Western District of North Carolina, Charlotte Division.

7. HEADINGS:

The Paragraph headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. Any appendices, exhibits, schedules referred to herein or attached or to be attached hereto are incorporated herein to the same extent as if set forth in full herein.

8. COUNTERPARTS:

The Contract shall be executed in two counterparts, each of which will be deemed an original.

9. NONWAIVER:

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 have been satisfied, the other party shall be entitled to invoke any remedy available under the Contract, despite any such forbearance or indulgence.

10. DISPUTE RESOLUTION AND APPEALS:

The CONTRACTOR may file a complaint and/or appeals as outlined in the LME/PIHP Provider Manual promulgated by LME/PIHP pursuant to N.C. Gen. Stat. §122C-151.3 and as provided by N.C.G.S. Chapter 108C.

11. SEVERABILITY:

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

12. NOTICE:

Any notice to be given under this Contract will be in writing, addressed to the Contract Administrators designated by each party and noted at the address listed below, or such other address as the party may designate by notice to the other party, and will be considered effective upon receipt when delivery is either by trackable mail, postage prepaid, or by electronic means, or by fax, or by hand delivery.

Northern Hospital of Surry County 830 Rockford Street Mount Airy, NC 27030-5322 336-719-7134 jchunter@nhsc.org	Partners Behavioral Health Management 901 S. New Hope Road Gastonia, NC 28054 877-864-1454 contracts@partnersbhm.org
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13. TERMINATION:

The Contract may be terminated under the following circumstances:

- a. Either party may terminate the Contract if Federal, State or local funds allocated to the LME/PIHP are revoked or terminated in a manner beyond the control of the LME/PIHP for any part of the Contract period. If Federal, State, or local funds allocated to the LME/PIHP are reduced in a manner beyond the control of the LME/PIHP, the LME/PIHP will notify CONTRACTOR and provide payment to CONTRACTOR for services provided which were authorized by the LME/PIHP prior to the notification and for which CONTRACTOR has been qualified and/or credentialed.
- b. Either party may terminate the Contract with cause upon thirty (30) days' notice to the other party; cause shall be documented in writing detailing the grounds for the termination. Cause for termination of the Contract may include, but is not limited to:
 - i. Either party has failed to meet certification and/or accreditation standards required by any Controlling Authority; and/or
 - ii. Loss of required facility or professional licensure, accreditation or certification by either party operating under this Contract; and/or

- iii. Failure of either party to implement or provide functions or services as specified in the Contract. Failure to provide timely complete and accurate documentation of services as required by this Contract may lead to withholding of funds or termination of the Contract; and/or
 - iv. The conduct of either party or either party's employees or agents or the standard of services provided threatens to place the health or safety of any Enrollee in jeopardy. Conduct of the either party's employee(s) or agent(s) that threatens to place the health or safety of any Enrollee in jeopardy shall not constitute grounds for termination of the entire Contract provided the party takes appropriate action toward said employee(s) or agent(s). Either party maintains its right to terminate this Contract should the other party fail to take appropriate action toward employees or agents whose conduct threatens to place the health or safety of any Enrollee in jeopardy; and/or
 - v. The LME/ PIHP discovers that CONTRACTOR is engaged in fraudulent or abusive billing, documentation or clinical practices; and/or
 - vi. CONTRACTOR fails to cooperate with any investigation of the CONTRACTOR authorized by Controlling Authority and deemed necessary by the LME/PIHP in regard to LME/PIHP Enrollees; and/or
 - vii. LME/PIHP fails to make payments as established in Article IV, Billing and Reimbursement; and/or
 - viii. LME/PIHP fails to make authorization as established in Article III, 7; and/or
 - ix. CONTRACTOR fails to reimburse the LME/PIHP for final overpayments identified by the LME/PIHP or fails to comply with payment plans established by the LME/PIHP as outlined in Article IV, Billing and Reimbursement; and/or
 - x. Any other material breach of this Contract.
- c. This Contract may be terminated at any time upon mutual consent of both parties with mutually agreed upon notice to Enrollees.
 - d. The Contract may be terminated after sixty (60) days' notice of termination to either party by one of the contracting parties.
 - e. 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 CONTRACTOR and the LME/PIHP 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.

14. EFFECT OF TERMINATION:

- a. The obligations of both parties under this Contract shall continue following termination, only as to the terms and conditions outlined in Article II, Paragraphs 4, 5, and 9, Article III, Paragraphs 1, 2, 7, and Article IV.
- b. 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.
- c. In the event of termination the CONTRACTOR shall submit all claims or registrations of putative enrollees within sixty (60) days of the date of termination.
- d. The parties shall settle their respective debts and claims within the timeframes established within Article II, Paragraph 5, Article III, Paragraph 7, and Article IV.
- e. In the event of any audit or investigation described in Paragraph 14.b. above, 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 CONTRACTOR shall promptly refund all excess funds paid within the above-referenced thirty (30) days.

- f. Continuity of Care: CONTRACTOR shall comply with Controlling Authority and provide notice to the LME/ PIHP with respect to the closing of a facility.

15. NON-EXCLUSIVE ARRANGEMENT:

The LME/PIHP has the right to enter into a Contract with any other provider of MH/DD/SA services. The CONTRACTOR shall have the right to enter into other Contracts with any other LME/PIHP or third-party payers to provide MH/DD/SA services. Both parties shall ensure that any subcontractors performing any of the obligations of this Contract shall meet all requirements of the Contract.

16. 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 LME/PIHP, CONTRACTOR or the Department.

Furthermore, nothing in this Contract shall be construed as creating or justifying any liability, claim or cause of action, however alleged or arising, by LME/PIHP or CONTRACTOR against the Department.

ARTICLE II:
RIGHTS AND OBLIGATIONS OF THE CONTRACTOR

1. DISCLOSURE:

- a. The CONTRACTOR shall make those disclosures to the LME/PIHP as are required to be made to DMA pursuant to 42 C.F.R. §455.104 and 106 and are required by the LME/PIHP accrediting body. LME/PIHP will share accrediting body requirements with CONTRACTOR upon request.
- b. To the extent any of the above required disclosure information is captured in current or existing Medicare or NC Medicaid enrollment application documentation, the LME/PIHP shall accept electronic or paper copies of such documentation as meeting this requirement. Entities no longer enrolled in Medicaid or Medicare will be required to independently meet all disclosure requirements of this Paragraph, federal and state laws, rules and regulations, and the LME/PIHP accrediting body.

2. LICENSES, ACCREDITATIONS, CREDENTIALING AND QUALIFICATIONS:

- a. The CONTRACTOR 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. Within ten (10) days after the CONTRACTOR receives notice of any sanction by any applicable licensing board, certification or registration agency, or accrediting body which affect the ability of CONTRACTOR to bill the LME/PIHP for services, the Contractor shall forward a copy of the notice to the LME/PIHP.
- b. The CONTRACTOR shall not bill the LME/PIHP:
- i. For any services provided by CONTRACTOR during any period of revocation or suspension of required licensure or accreditation of the CONTRACTOR's facility;

- ii. For any services provided by a member of the CONTRACTOR's staff during any period of revocation or suspension of the staff member's required certification, licensure, or credentialing.
- c. The CONTRACTOR certifies that at the time of execution of this Contract, that neither CONTRACTOR, nor any of its staff 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 of CONTRACTOR or any of its staff or employees by the U.S. Office of Inspector General, CMS or any other State Medicaid program, CONTRACTOR shall notify the LME/PIHP of the exclusion and its plan for compliance.
- d. CONTRACTOR, upon written request by the LME/PIHP, shall provide the LME/PIHP with proof of CONTRACTOR accreditation and copies of accreditation reports as part of the credentialing process.
- e. The LME/PIHP will conduct an assessment of the CONTRACTOR's qualifications to remain in the LME/PIHP's network at a minimum of once every three (3) years.

3. EVENT REPORTING AND ABUSE/ NEGLECT/ EXPLOITATION:

- a. CONTRACTOR shall use best efforts to ensure that Enrollee(s) are not abused, neglected or exploited while in its care.
- b. The CONTRACTOR shall report all events or instances involving abuse, neglect or exploitation of Enrollees as required by Controlling Authority.
- c. The CONTRACTOR shall not use restrictive interventions except as specifically permitted by the individual Enrollee's treatment/habilitation plan or on an emergency basis.
- d. The LME/PIHP shall have the right to conduct its own investigation of any events reported to determine whether any claims were paid in error or to ensure compliance with practice guidelines by the CONTRACTOR. The CONTRACTOR shall cooperate fully with all such investigative requests. The LME/PIHP will provide the CONTRACTOR a written summary of its findings within 30 days. During such an investigation, if any issues are cited as out of compliance with this Contract or federal or state laws, rules or regulations, the CONTRACTOR may be required to document and implement a plan of correction. CONTRACTOR may contest and appeal a determination that claims were paid in error as outlined in the LME/PIHP Provider Manual promulgated by LME/PIHP pursuant to N.C. Gen. Stat. §122C-151.3 and Chapters 108C and 150B of the North Carolina General Statutes.

4. BILLING AUDITS, DOCUMENTATION AND RECORDS RETENTION:

- a. The CONTRACTOR shall participate in and use best efforts to comply with the LME/PIHP's Utilization Management process, which may include requirements for pre-authorization, concurrent review and care management, credentialing review, and a retrospective utilization review of services provided for Enrollees whose services are reimbursed by the LME/PIHP. The CONTRACTOR shall provide the LME/PIHP with all necessary clinical information for the LME/PIHP's utilization management process. CONTRACTOR shall provide specifically denominated clinical or encounter information required by the LME/PIHP to meet State and Federal monitoring requirements within fifteen (15) days of the request, except that LME/PIHP may grant additional time to respond for good cause shown and depending upon the size and scope of the request. Additionally, CONTRACTOR will provide any requested documentation directly to the Department upon notification by the LME/PIHP or the Department of required documents for review.

- CONTRACTOR may satisfy any request for information by either paper or electronic/digital means.
- b. The CONTRACTOR shall be responsible for completion of all necessary and customary documentation required for the services provided under the Contract in accordance with all Controlling Authority.
 - c. Documentation must support the billing diagnosis, the number of units provided and billed, and the standards of the billing code; and
 - d. CONTRACTOR shall maintain all documentation and records supporting Enrollee's medical necessity for the services and shall provide it to the LME/PIHP within fifteen (15) days of requests for program integrity activities, including but not limited to audits, investigations or post-payment reviews, except that LME/PIHP may grant additional time to respond for good cause shown and depending upon the size and scope of the request.
 - e. The CONTRACTOR agrees and understands that the LME/PIHP may inspect financial records concerning claims paid on behalf of Enrollees, records of staff who delivered or supervised the delivery of paid services to Enrollees demonstrating compliance with Controlling Authority, Enrollees' clinical records, and any other clinical or financial items related to the claims paid on behalf of Enrollees deemed necessary to assure compliance with the Contract. CONTRACTOR is also subject to audits, investigations and post-payment reviews conducted by the United States Department of Health and Human Services, including the Department's Office of Inspector General, CMS and the Department, or their agents. Program integrity activities do not have to be arranged in advance with CONTRACTOR.
 - f. The CONTRACTOR shall maintain a medical record and adhere to the federal record retention schedule for each Enrollee served, either in original paper copy or an electronic/digital copy.
 - g. CONTRACTOR agrees to maintain necessary records and accounts 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.
 - h. CONTRACTOR 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 Enrollees as required by Controlling Authority. When an audit is in progress or audit findings are unresolved, records shall be kept until all issues are finally resolved.
 - i. At a minimum of once every two (2) years the CONTRACTOR will participate in an audit of paid claims conducted by the LME/PIHP. LME/PIHP shall conduct an entrance interview at the outset of any such audit. Any paid claims determined to be out of compliance with Controlling Authority shall require a repayment to the LME/PIHP as required by Controlling Authority. Any underpayments to CONTRACTOR shall require payment by the LME/PIHP. Audits shall be arranged with the CONTRACTOR in advance, except when the LME/PIHP has received a credible allegation of fraud, the health, safety or welfare of Enrollee(s) is at risk, or the LME/PIHP is participating in a joint investigation with the Department, its Divisions, its contractor(s) or another federal or state agency. At the conclusion of any such audit, the LME/PIHP shall conduct an exit conference with CONTRACTOR to discuss any tentative negative findings. The CONTRACTOR will receive written documentation of findings within thirty (30) days following the audit. Based upon results of the audit the CONTRACTOR 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 LME/PIHP as required

- by Controlling Authority. LME/PIHP may use statistical sampling and extrapolate audit results in accordance with Controlling Authority.
- j. The CONTRACTOR shall use best efforts to provide data to the LME/PIHP in the implementation of any studies or improvement projects required of the LME/PIHP by the Department. CONTRACTOR and LME/PIHP will mutually agree upon the data to be provided, and the format and time frame for provision of the data.
 - k. In accordance with Controlling Authority, specifically 42 CFR §420.300 through §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 CONTRACTOR's books, documents, and records until the expiration of four years after the services are furnished under the contract.

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

- a. CONTRACTOR understands that whenever LME/PIHP receives a credible allegation of fraud, abuse, overutilization or questionable billing practice(s), the LME/PIHP is required to provide the Division of Medical Assistance with the provider name, type of provider, source of the complaint, and approximate dollars involved. CONTRACTOR understands that the Medicaid Fraud Investigations Unit of the North Carolina Attorney General's Office or the Division of Medical Assistance, at their discretion, may conduct preliminary or full investigations to evaluate the suspected 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 CONTRACTOR never rendered or for which documentation is absent or inadequate.
- b. If the LME/PIHP determines CONTRACTOR has failed to comply with Controlling Authority and has been reimbursed for a claim or a portion of a claim that the LME/PIHP determines should be disallowed, or that CONTRACTOR has been paid for a claim that was fraudulently billed to the LME/PIHP, the LME/PIHP will provide thirty (30) days' notice to the CONTRACTOR of the intent to recoup funds. Such notice of adverse action shall identify the Enrollee(s) name and date(s) of service in question, the specific determination made by the LME/PIHP as to each claim, and the requested amount of repayment due to the LME/PIHP. CONTRACTOR shall have thirty (30) days from date of such notification to either appeal the determination of the LME/PIHP or to remit the invoiced amount.
- c. If the LME/PIHP or CONTRACTOR determines that the CONTRACTOR has received payment from the LME/PIHP as a result of an error or omission, the LME/PIHP will provide thirty (30) days' notice to the CONTRACTOR of its intent to recoup funds related to errors or omissions. The LME/PIHP will provide an invoice to the CONTRACTOR including the Enrollee(s) name and date(s) of service in question. CONTRACTOR shall have thirty (30) days from date of such notification to either appeal the determination of the LME/PIHP or to remit the invoiced amount.
- d. Requests for Reconsideration by the CONTRACTOR and appeals of audit determinations are as defined by Controlling Authority and as outlined in the LME/PIHP Provider Manual promulgated by LME/PIHP pursuant to N.C. Gen. Stat. §122C-151.3 and Chapters 108C and 150B of the North Carolina General Statutes.
- e. CONTRACTOR understands and agrees that self-audits are encouraged by the LME/PIHP.

6. FEDERALLY REQUIRED CERTIFICATIONS:

The CONTRACTOR shall execute and comply with the attached federally required certifications, 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.

7. ENROLLEE GRIEVANCES:

- a. The CONTRACTOR shall address all clinical concerns of the Enrollee as related to the clinical services provided to the Enrollee pursuant to this contract. CONTRACTOR shall refer any unresolved concerns or requests for LME/PIHP services or provider change to the LME/PIHP. The CONTRACTOR 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 Enrollees and that said process operates in a fair and impartial fashion.
- b. The LME/PIHP may receive complaints directly, which involve the CONTRACTOR. If a complaint is received by the LME/PIHP, State rules/regulations regarding the investigation and/or mediation of complaints will be followed. Based on the nature of the complaint, the LME/PIHP may choose to investigate the complaint, as authorized by Controlling Authority, in order to determine its validity. CONTRACTOR will be required to cooperate fully with all investigative requests as required by Controlling Authority.
- c. The LME/PIHP will maintain documentation on all follow up and findings of any complaint investigation. The CONTRACTOR will be provided a written summary of the LME/PIHP's findings.
- d. During an investigation, if any issues are cited as out of compliance with this Contract or Controlling Authority, the CONTRACTOR may be required to document and implement a plan of correction as required by Controlling Authority. The CONTRACTOR will maintain a system to receive and respond timely to complaints received regarding the CONTRACTOR. The CONTRACTOR will maintain documentation on the complaint to include, at a minimum, date received, points of complaint, resolution/follow up provided, and date complaint resolved.

8. ACCESS BY THE LME/PIHP TO ENROLLEES AND ENROLLEE CARE MONITORING:

- a. CONTRACTOR shall coordinate the discharge of Enrollees with LME/PIHP to ensure that appropriate services have been arranged following discharge and to link Enrollee with other providers or community assistance. CONTRACTOR shall also allow appropriately credentialed LME/PIHP staff direct access to any Enrollee, if requested by Enrollee, determined to be clinically appropriate by the Enrollee's treating physician, and requested in advance by the LME/PIHP. CONTRACTOR shall endeavor to provide at least twenty-four (24) hours prior notice to the LME/PIHP of the intended date and time of any discharge of an Enrollee.
- b. The LME/PIHP understands the importance of Enrollee-CONTRACTOR matching and that problems or incompatibilities arise in the therapeutic relationship. Nevertheless, CONTRACTOR shall with the consent of the Enrollee, collaborate with Enrollee, Enrollee's family members, and the LME/PIHP to assure continuity of care and that there is no

disruption of service. The LME/PIHP will work collaboratively with the CONTRACTOR to resolve any problem(s) of continuity of care or in transferring the Enrollee to another provider.

9. PROPRIETARY INFORMATION AND INTELLECTUAL PROPERTY:

Neither the CONTRACTOR nor the LME/PIHP shall publish or disseminate any advertising or proprietary business material either printed or electronically transmitted (including photographs, films, and public announcements) or any business papers and documents which identify the other party or its facilities without the prior written consent of the other party. 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 CONTRACTOR/ the LME/PIHP, 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 patients shall not be in the public domain. The LME/PIHP acknowledges in advance that any documents or data concerning administrative costs and all other expenses submitted by CONTRACTOR pursuant to this Contract are restricted as confidential trade secrets pursuant to a request per N.C. Gen. Stat. §132-1.2.

10. CONFIDENTIALITY:

For some purposes of the Contract (other than treatment purposes) the CONTRACTOR may be considered a "Business Associate" of the LME/PIHP as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and as such will comply with all applicable HIPAA regulations for Business Associates as further expanded by the Health Information Technology for Economic and Clinical Health Act (HITECH Act), which was adopted as part of the American Recovery and Reinvestment Act of 2009, commonly known as "ARRA" (Public Law 111-5). Pursuant to Controlling Authority, specifically 45 C.F.R. § 164.506, CONTRACTOR and LME/PIHP may share an Enrollee's protected health information ("PHI") for the purposes of treatment, payment, or health care operations without the Enrollee's consent.

11. HOURS OF OPERATION:

The CONTRACTOR shall offer, at a minimum, hours of operation that are no less than the hours of operation offered to Medicaid Fee-For-Service recipients.

12. ADVOCACY FOR ENROLLEES:

During the effective period of this contract, the CONTRACTOR shall not be restricted from communicating freely with, providing information to, or advocating for, Enrollees regarding the Enrollees' mental health, developmental disabilities, or substance abuse care needs, medical needs, and treatment options regardless of benefit coverage limitations.

ARTICLE III:
RIGHTS AND OBLIGATIONS OF THE LME/PIHP

1. REIMBURSEMENT:

a. The LME/PIHP shall reimburse CONTRACTOR for services to Enrollees according to the terms and conditions outlined in Article IV of this Contract and as authorized by the LME/PIHP, except in those instances where treatment authorization is not required.

- b. The LME/PIHP shall advise the CONTRACTOR of any change in funding patterns that would affect reimbursement to the CONTRACTOR based on availability of the various types of funds.

2. CONFIDENTIALITY:

The LME/ PIHP shall keep confidential, and shall not divulge to any other party, all proprietary, confidential information of CONTRACTOR including, but not limited to, information relating to such matters as finances, methods of operation and competition, pricing, marketing plans and strategies, equipment and operations requirements and information concerning personnel, patients and suppliers, unless such information (i) is or becomes generally available to the public other than as a result of a disclosure by that party, or (ii) is required to be disclosed by law or by a judicial, administrative or regulatory authority.

3. REFERRALS TO CONTRACTOR:

The LME/PIHP may refer Enrollees to CONTRACTOR for services based on medical necessity and the Enrollee's individual choice. The LME/PIHP reserves the right to refer Enrollees to other providers, and no referrals or authorizations are guaranteed to take place under this Contract.

4. UTILIZATION MONITORING:

The LME/PIHP shall monitor and review service utilization data related to the CONTRACTOR and the LME/PIHP's Provider Network to ensure that services are being provided in a manner consistent with Controlling Authority and the LME/PIHP's agreements with the Department.

5. QUALITY ASSURANCE AND QUALITY IMPROVEMENT:

The LME/PIHP shall establish a written program for Quality Assessment and Performance Improvement in accordance with 42 CFR §438.240 that shall include Enrollees, family members and providers through a Global Quality Assurance Committee, and the LME/PIHP shall:

- a. Provide CONTRACTOR 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 providers and Enrollee 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 providers.
- 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 Enrollees.
- e. Provide performance feedback to providers including clinical standards and the LME/PIHP expectations.
- f. Follow up with CONTRACTOR concerning grievances reported to LME/PIHP by Enrollees.

6. CARE MANAGEMENT/ COORDINATION OF CARE

- a. The LME/PIHP shall ensure the coordination of care with each Enrollee's primary care provider and any behavioral health provider enrolled to provide care for each Enrollee. LME/PIHP shall coordinate the discharge of Enrollees with CONTRACTOR to ensure that appropriate services have been arranged following discharge and to link Enrollee with other providers or community assistance.

- b. The LME/PIHP shall provide follow up activities to high risk Enrollees discharged from twenty-four-hour care.
- c. If an Enrollee requires medically necessary MH/DD/SA services, the LME/PIHP shall arrange for Medicaid-reimbursable services for the Enrollee.

7. AUTHORIZATION OF SERVICES:

- a. The LME/PIHP shall determine medical necessity for those services requiring prior authorization as set forth in Controlling Authority, including DMA Clinical Coverage Policies.
- b. For those services requiring prior authorization, the LME/PIHP shall issue a decision to approve or deny a service within fourteen (14) days after receipt of the request, provided that the deadline may be extended for up to fourteen (14) additional days if:
 - 1. The Enrollee requests the extension; or
 - 2. The CONTRACTOR requests the extension; and,
 - 3. The LME/PIHP justifies to the Department upon request:
 - a) A need for additional information; and
 - b) How the extension is in the Enrollee's interest.
- c. In those cases for services requiring prior authorization in which CONTRACTOR indicates, or LME/PIHP determines, that adherence to the standard timeframe could seriously jeopardize an Enrollee's life or health or ability to attain, maintain, or regain maximum function, including but not limited to psychiatric inpatient hospitalization services, LME/PIHP shall issue a decision to approve or deny a service within twenty-four (24) hours after it receives the request for services, provided that the deadline may be extended for up to fourteen (14) additional days if:
 - 1. The Enrollee requests the extension; or
 - 2. The CONTRACTOR requests the extension; and,
 - 3. The LME/PIHP justifies to the Department upon request:
 - a) A need for additional information; and
 - b) How the extension is in the Enrollee's interest.
- d. For those services requiring prior authorization, the LME/PIHP shall permit retroactive authorization of such services in instances where the Enrollee has been retroactively enrolled in the Medicaid program or in the LME/PIHP program, or where the Enrollee has primary insurance which has not yet paid or denied its claim. Retroactive authorizations include requests for deceased Enrollees. The request for authorization must be submitted within ninety (90) days of primary denial or notice of enrollment.
- e. Upon the denial of a requested authorization, the LME/PIHP shall inform Enrollee's attending physician or ordering provider of the availability of a peer to peer conversation, to be conducted within one business day.
- f. Upon the denial of a requested authorization and peer to peer conversation deadline, the LME/PIHP first level of appeal shall permit the Enrollee or CONTRACTOR to submit additional information to a clinical peer reviewer with the LME/PIHP. The LME/PIHP clinical peer shall determine the correctness of the LME/PIHP's decision to deny the requested authorization. The LME/PIHP clinical peer shall be a clinical peer to the Enrollee's attending physician or ordering provider, hold an active unrestricted license, be board certified, not be involved in the original LME/PIHP decision and not subordinate to the individual who made the original LME/PIHP decision. In instances of a request for authorization of urgent services, the LME/PIHP shall provide verbal notification of an appeal decision within seventy-two (72) hours of the request and shall provide written notification

- of an appeal decision within three (3) days of the verbal notification. In instance of a request for authorization of non-urgent services, the LME/PIHP shall provide written notification of an appeal decision within thirty (30) days.
- g. In conducting prior authorization, LME/PIHP shall not require CONTRACTOR to resubmit any data or documents previously provided to LME/PIHP for the Enrollee's presently authorized services.

ARTICLE IV: **BILLING AND REIMBURSEMENT**

1. It is the CONTRACTOR's responsibility to verify the Enrollee's Medicaid coverage prior to submitting claims to the LME/PIHP. If an individual presents for services who is not eligible for Medicaid and the CONTRACTOR reasonably believes that the individual meets Medicaid financial eligibility requirements, CONTRACTOR shall offer to assist the Enrollee in applying for Medicaid.
2. The LME/PIHP Medicaid reimbursement rate can be revised unilaterally by the Department at any time. Should these rates change during the Contract period, the LME/PIHP may seek to negotiate a change in the payment rate.
3. CONTRACTOR shall comply with all terms of this Contract even though a third-party agent may be involved in billing the claims to the LME/PIHP. 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.
4. CONTRACTOR acknowledges that the LME/PIHP and this Contract covers only those Medicaid-reimbursable MH/DD/SA services listed in Appendix F, and does not cover other services outlined in the North Carolina State Plan for Medical Assistance. The CONTRACTOR may bill any such other services for Medicaid recipients directly to the North Carolina Medicaid program.
5. CONTRACTOR further understands that there are circumstances that may cause an Enrollee to be dis-enrolled from or by the LME/PIHP. If the disenrollment arises from Enrollee's loss of Medicaid eligibility, the LME/PIHP shall be responsible for claims for the Enrollee up to and including the Enrollee's last day of eligibility. If the disenrollment arises from a change in the Enrollee's Medicaid county of residence, LME/PIHP shall be responsible for claims for Enrollee up to the effective date of date of the change in Medicaid county of residence. In any instance of Enrollee's disenrollment, preexisting authorizations will remain valid for any services actually rendered prior to the date of disenrollment.
6. CONTRACTOR shall bill LME/PIHP for all MH/DD/SA services as listed in Appendix F provided to Enrollees who reside in the LME/ PIHP catchment area.
7. LME/PIHP will pay the CONTRACTOR the lesser of the CONTRACTOR's current usual and customary charges or the LME/PIHP established rate for services.

8. SUBMISSION OF CLAIMS

- a. 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 the LME/PIHP's secure web based billing system.
- b. CONTRACTOR's claims shall be compliant with the National Correct Coding Initiative effective at the date of service.
- c. Both parties shall be compliant with the requirements of the National Uniform Billing Committee.
- d. Claims for services must be submitted within ninety (90) days of the date of service or discharge (whichever is later), except in the instances denominated in subparagraph 7.e. below. All claims submitted past ninety (90) days of the date of service or discharge (whichever is later) will be denied and cannot be resubmitted except in the instances denominated in subparagraph 7.e. below. LME/PIHP is not responsible for processing or payment of claims that are submitted more than ninety (90) days after the date of service or discharge (whichever is later) except in the instances denominated in subparagraph 7.e. below. The date of receipt is the date the LME/PIHP receives the claim, as indicated on the electronic data records.
- e. CONTRACTOR may submit claims subsequent to the ninety (90) day limit in instances where the Enrollee has been retroactively enrolled in the Medicaid program or in the LME/PIHP program, or where the Enrollee has primary insurance which has not yet paid or denied its claim. In such instances, CONTRACTOR may bill the LME/PIHP within ninety (90) days of receipt of notice by the CONTRACTOR of the Enrollee's eligibility for Medicaid and the LME/PIHP, or within 90 days of final action (including payment or denial) by the primary insurance or Medicare the date of service or discharge (whichever is later).
- f. If CONTRACTOR delays submission of the claims due to the coordination of benefits, subrogation of benefits or the determination of eligibility for benefits for the Enrollee, CONTRACTOR shall submit such claims within thirty (30) days of the date of the notice of determination of coverage or payment by the third party.
- g. If a claim is denied for reasons other than those stated above in subparagraph 7.e., and the CONTRACTOR wishes to resubmit the denied claim with additional information, CONTRACTOR must resubmit the claim within ninety (90) days after CONTRACTOR's receipt of the denial. If the CONTRACTOR needs more than ninety (90) days to resubmit a denied claim, CONTRACTOR must request and receive an extension from the LME/PIHP before the expiration of the ninety (90) deadline, such extension not to be unreasonably withheld.
- h. All claims shall be adjudicated as outlined in the LME/PIHP Provider Manual.
- i. Billing Diagnosis submitted on claims must be consistent with the service provided.
- j. 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 Enrollee, the specific service may be billed as the aggregate of the units delivered rather than as separate line items.
- k. The LME/PIHP shall not reimburse CONTRACTOR for "never events."

9. PAYMENT OF CLAIMS

- a. LME/PIHP shall reimburse CONTRACTOR for approved Clean Claims for covered services requiring prior authorization within thirty days of the date of receipt. Clean claims for emergency services which do not require prior authorization shall be reimbursed within thirty days of the date of receipt.

- b. Within eighteen (18) days after the LME/PIHP receives a claim from CONTRACTOR, the LME/PIHP shall either: (1) approve payment of the claim, (2) deny payment of the claim, or (3) request additional information that is required for making an approval or denial.
 - 1) If the LME/PIHP denies payment of a claim the LME/PIHP shall provide CONTRACTOR the ability to electronically access the specific denial reason.
 - 2) "Claims Status" of a claim shall be available within five to seven (5-7) days of the LME/PIHP receiving the claim.
 - 3) If the LME/PIHP determines that additional information in either original or certified copy form is required for making the approval or denial of the claim, LME/PIHP shall notify the CONTRACTOR within eighteen (18) days after the LME/PIHP received the claim. The CONTRACTOR shall have fifteen (15) days to provide the additional information requested, or the claim shall be denied. Upon LME/PIHP's receipt of the additional information from the CONTRACTOR, the LME/PIHP shall have an additional eighteen (18) days to process the claim as set forth in Paragraph 2, above.
 - 4) The LME/PIHP is not limited to approving a claim in full or requesting additional information for the entire claim. Rather, as appropriate, the LME/PIHP may approve a claim in part, deny a claim in part, and/or request additional information for only a part of the claim, as long as the LME/PIHP either approves, denies, or requests additional information for each part of the claim within the required eighteen (18) day period.
 - 5) If LME/PIHP fails to pay CONTRACTOR within these parameters, LME/PIHP shall pay to CONTRACTOR interest in the amount of eight percent of the claim amount beginning on the date following the day on which the payment should have been made.
- c. The LME/PIHP will not reimburse CONTRACTOR for services provided by staff not meeting licensure, certification or accreditation requirements.
- d. CONTRACTOR understands and agrees that reimbursement rates paid under this Contract are established by the LME/PIHP.

10. THIRD PARTY REIMBURSEMENT

- a. CONTRACTOR will comply with N.C.G.S. §122C-146, which requires the LME/PIHP to make every reasonable effort to collect payments from third party payors. Each time an Enrollee receives services CONTRACTOR shall determine if the Enrollee has third party coverage that covers the service provided.
- b. CONTRACTOR is required to bill all applicable third-party payors prior to billing the LME/PIHP.
 - 1) Medicaid benefits payable through the PIHP 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.
 - 2) The LME/PIHP 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 the LME/PIHP.
 - 3) The LME/PIHP does not make a secondary payment if the CONTRACTOR is either obligated to accept, or voluntarily accepts, as full payment, a primary payment that is less than its charges.
 - 4) If CONTRACTOR or Enrollee receives a reduced primary payment because of failure to file a proper claim with the primary payor, the LME/PIHP 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.

- 5) CONTRACTOR must inform the LME/PIHP that a reduced payment was made, and the amount that would have been paid if a proper claim had been filed.
- e. CONTRACTOR shall bill the LME/ PIHP for third party co-pays and/or deductibles only as permitted by Controlling Authority.

11. UNDERPAYMENT/PAYMENTS POST APPEALS:

- a. If the LME/PIHP determines that CONTRACTOR has not been paid a claim or a portion of a claim that the LME/PIHP determines should be allowed for any reason, the LME/PIHP shall provide thirty (30) days' notice to the CONTRACTOR of the intent to pay the claims or portions of claims. Such notice of action shall identify the Enrollee(s) name and date(s) of service in question, the specific determination made by the LME/PIHP as to each claim, and the amount of payment due to the CONTRACTOR. CONTRACTOR shall have thirty (30) days from date of such notification to appeal the determination of the LME/PIHP. The LME/PIHP shall make such payment within thirty (30) days of the date of the notice of intent to pay claims or portions of claims.
- b. Within thirty (30) days of the conclusion of any grievance, appeal or litigation that determines that LME/PIHP improperly failed to pay a claim or a portion of a claim to CONTRACTOR, the LME/PIHP shall remit the amount determined to be owed to CONTRACTOR.

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REQUIRED APPENDICES/ATTACHMENTS:

- _____ Appendix A **WITHDRAWN**

- _____ Appendix B **CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY
EXCLUSION-LOWER TIER COVERED
TRANSACTIONS**

- _____ Appendix C **CERTIFICATION REGARDING DRUG-
FREE WORKPLACE REQUIREMENTS**

- _____ Appendix D **CERTIFICATION REGARDING LOBBYING**

- _____ Appendix E **CERTIFICATION REGARDING
ENVIRONMENTAL TOBACCO SMOKE**

- _____ Appendix F **MIXED SERVICES PAYMENT PROTOCOL**

- _____ Appendix G ***HOSPITAL* ADDENDUM**

- _____ Attachment A **CONTRACTED SERVICE CODES AND
HITECH STATEMENT**

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Signature Page Between:

**PARTNERS BEHAVIORAL HEALTH MANAGEMENT
and**

Northern Hospital of Surry County

IN WITNESS WHEREOF, each party has caused this agreement to be executed in multiple copies, each of which shall be deemed an original, as the act of said party. Each individual signing below certifies that he or she has been granted the authority to bind CONTRACTOR to the terms of this Contract and any Addendums or Attachments thereto.

Northern Hospital of Surry County

Andrea Hickling

10/10/2017 | 11:54 AM EDT

Legally Authorized Representative

Date

Printed Name: Andrea Hickling
Title: VP Finance & CFO

830 Rockford Street Mount Airy, NC 27030-5322
336-719-7134
Contact: Julie Hunter
Tax ID: 56-6015416

PARTNERS BEHAVIORAL HEALTH MANAGEMENT

Legally Authorized Representative
W. Rhett Melton
Chief Executive Officer

Date

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Susan Lackey

10/10/2017 | 8:46 AM PDT

Legally Authorized Representative
Susan Lackey
Chief Finance Officer

Date

APPENDIX B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

(Note: The phrase "prospective lower tier participant" means providers under contract with the
Division.) Department of Health and Human Services
Division of Mental Health, Developmental Disabilities and Substance Abuse Services

Instructions for Certification

1. By signing and submitting this proposal, 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 originated 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 the 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, 45 CFR Part 76. You may contact the person to which 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 proposal that it will include this 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 of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.

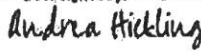
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person 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 Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, 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.

 <small>081EEC38DEA4485</small>	VP Finance & CFO
Signature	Title
Northern Hospital of Surry County	10/10/2017 11:54 AM EDT
Agency/Organization	Date

(Certification signature should be same as Contract signature).

**APPENDIX C
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

Department of Health and Human Services
Division of Mental Health, Developmental Disabilities and Substance Abuse Services

- I. By execution of this Agreement the Contractor 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 Contractor'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:

- (1) The dangers of drug abuse in the workplace;
- (2) The Contractor's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) 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:
 - (1) Abide by the terms of the statement; and
 - (2) 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 (2) 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 (2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) 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
 - (3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E, and F.

II. The site(s) for the performance of work done in connection with the specific agreement are listed below:

1. _____
 Mt Airy, NC, 26905 (Street address)

 (City, county, state, zip code)

2. _____
 (Street address)

 (City, county, state, zip code)

Contractor will inform the Department of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment, 45

Certified by:

Andrea Hickling

VP Finance & CFO

081FEC38DFAA486...

Signature

Title

Northern Hospital of Surry County

10/10/2017 | 11:54 AM EDT

Agency/Organization

Date

(Certification signature should be same as Contract signature).

APPENDIX D

Certification Regarding Lobbying

Department of Health and Human Services

Division of Mental Health, Developmental Disabilities and Substance Abuse Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned 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 Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state 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 Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 and not more than \$100,000 for each such failure.

Notwithstanding other provisions of federal OMB Circulars A-122 and A-87, costs associated with the following activities are unallowable:

Paragraph A.

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are excepted from the coverage of Paragraph A:

Paragraph B.

- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.
- (2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.

- (3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

Paragraph C.

When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B (3).

- (1) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.
- (2) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.
- (3) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (i) the employee engages in lobbying (as defined in subparagraphs A & B) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (ii) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (i) and (ii) are met, organizations are not required to establish records to support the allow ability of claimed costs in addition to records already required or maintained. Also, when conditions (i) and (ii) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.
- (4) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

Paragraph D.

Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.

DocuSigned by: <i>Andra Hickling</i>	VP Finance & CFO
_____ Signature	_____ Title
Northern Hospital of Surry County	10/10/2017 11:54 AM EDT
_____ Agency/Organization	_____ Date

(Certification signature should be same as Contract signature.)

APPENDIX E
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Department of Health and Human Services
Division of Mental Health, Developmental Disabilities and Substance Abuse Services
Certification for Contracts, Grants, Loans and Cooperative Agreements

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 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this application, the Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any sub awards which contain provisions for children's services and that all sub grantees shall certify accordingly.

DocuSigned by:
Andria Hickling
081FEC36DFAA485...

VP Finance & CFO

Signature

Title

Northern Hospital of Surry County

10/10/2017 | 11:54 AM EDT

Agency/Organization

Date

(Certification signature should be same as Contract signature).

**APPENDIX F
MIXED SERVICES PAYMENT PROTOCOL**

Services	Claim Processing and/or Financial Liability
Inpatient Charges for Psychiatric and Substance Abuse Diagnostic Related Groupings (DRGs)	LME/PIHP
Outpatient X-ray and Lab Work	DMA fee-for-service Medicaid except when provided during emergency room visits where the primary diagnosis is in the following range: F01-F99
Prescribed by an LME/PIHP network provider on an Inpatient basis such as VDRL, SMA, CBC, UA (urinalysis), Cortisol, x-rays for admission physicals, therapeutic drug levels.	DMA fee-for-service Medicaid fee-for-service Medicaid except when provided during emergency room visits where the primary diagnosis is in the following range: F01-F99
Prescribed by LME/PIHP network provider on an outpatient basis such as therapeutic drug levels.	DMA fee-for-service Medicaid except for emergency room visits where the primary diagnosis is in the following range: F01-F99
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.	DMA fee-for-service Medicaid except for emergency room visits where the primary diagnosis is in the following range: F01-F99
Other tests ordered by non-LME/PIHP physician	DMA fee-for-service Medicaid except for emergency room visits where the primary diagnosis is in the following range: F01-F99
Drugs	
Outpatient prescription drugs and take-home drugs.	DMA fee-for-service Medicaid
Ambulance	
Transport to the hospital when the primary diagnosis is behavioral care	DMA fee-for-service Medicaid
Transport to a hospital prior to a medical emergency when the primary diagnosis is medical	DMA fee-for-service Medicaid
Transfers authorized by LME/PIHP from non-network facility to a network facility	LME/PIHP
Consults	
Mental Health or Alcohol/Substance Abuse on Medical Surgical Unit	LME/PIHP
Mental Health or Alcohol/Substance Abuse in a Nursing Home or Assisted Living Facility	LME/PIHP
Medical/Surgical on Mental Health/Substance Abuse Unit	DMA fee-for-service Medicaid
Emergency Room Charges — Professional Services	

Emergency Mental Health, Alcohol/Substance Abuse services provided by MH/SA practitioners	LME/PIHP
Emergency room services where the primary diagnosis on the claim is in the following range: F01-F99	LME/PIHP

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: F01-F99	LME/PIHP
Emergency room services where the primary diagnosis on the claim is NOT in the following range: F01-F99	DMA fee-for-service Medicaid
Medical/Neurological/Organic Issues	
Stabilization of self-induced trauma poisoning	DMA fee-for-service Medicaid except for emergency room visits where the primary diagnosis is in the following range: F01-F99
Treatment of disorders which are primarily neurologically/organically based, including delirium, dementia, amnesic and other cognitive disorders	DMA fee-for-service Medicaid except for emergency room visits where the primary diagnosis is in the following range: F01-F99
Miscellaneous	
Pre-Authorized, Mental Health, Alcohol/Substance Abuse admission, History and Physical	LME/PIHP
Adjunctive alcohol/substance abuse therapies when specifically ordered by a network or LME/PIHP authorized physician	LME/PIHP
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 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 is in the following range: F01-F99.	LME/PIHP
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.	DMA fee-for-service Medicaid except for emergency room visits where the primary diagnosis is in the following range: F01-F99

Rates paid to the hospital under the terms of this agreement will be equal to the current published rate by the NC Division of Medical Assistance (DMA). For emergency room services, the reimbursement rates will

be calculated using the hospitals unique RCC outpatient percentage rate times 80% of the hospitals billed service costs. These rates may be adjusted as DMA updates their rates based on changes in hospital costs.

APPENDIX G
HOSPITAL INPATIENT/ OUTPATIENT ADDENDUM

**PROCUREMENT CONTRACT FOR PROVISION OF SERVICES
BETWEEN**

**PARTNERS BEHAVIORAL HEALTH MANAGEMENT
LME/PIHP
AND**

**Northern Hospital of Surry County
A PROVIDER OF MH/DD/SA SERVICES**

1. WAIVER OF SOVEREIGN IMMUNITY:

LME/PIHP, only in the manner and to the extent permitted by North Carolina law, including but not limited to N.C.G.S. 122C-152 and N.C.G.S. 122C-210.1, waives the defense of sovereign immunity as to both suit and liability as to all claims and counterclaims between the parties arising from this agreement. This provision shall continue following termination of this Contract for any reason.

2. LICENSES, ACCREDITATIONS, CREDENTIALING AND QUALIFICATIONS:

Facilities and/or Programs that are accredited by accrediting agencies accepted by the Centers for Medicare and Medicaid Services shall be considered in compliance with Quality Assurance/Quality Improvement requirements. CONTRACTOR, upon written request by the LME/PIHP shall provide a copy of its QA/QI Plan. CONTRACTOR shall meet all Certificate of Need requirements and further agrees and understands that rates are based on a midnight census.

3. RESTRICTIVE INTERVENTIONS

When a restrictive intervention is used CONTRACTOR shall follow all applicable Controlling Authority governing seclusion and restraint for behavior management, including but not limited to 42 C.F.R. §482.12, N.C. Gen. Stat. §122C-60, and 10A N.C.A.C. 13B .1924.

4. DOCUMENT REQUESTS

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

5. INSURANCE REQUIREMENTS:

The CONTRACTOR shall purchase and maintain insurance as listed below from a company, or a self-insurance program which is licensed and authorized to do business in the State of North Carolina by the North Carolina Department of Insurance. Self-insurance policies shall not be eliminated or reduced in coverage or limits below the stated minimums without thirty (30) days prior notice to the LME/PIHP.

- a. **Professional Liability:** The CONTRACTOR shall purchase and maintain professional liability insurance protecting the CONTRACTOR and any employee performing work under the Contract for an amount of not less than \$1,000,000.00 per occurrence and proof of coverage at or exceeding \$3,000,000.00 in the annual aggregate.
- b. **Comprehensive General Liability:** Bodily Injury and Property Damage Liability Insurance shall protect the CONTRACTOR and any employee performing work under the Contract from claims of Bodily Injury or Property Damage, which may arise from operations under the Contract. The amounts of such insurance shall not be less than \$1,000,000.00 per Occurrence/\$3,000,000.00 per Aggregate/\$1,000,000.00 Personal and Advertising Injury/\$50,000.00 Fire Damage. The insurance shall not include exclusion for contractual liability.
- c. **Automobile Liability:** Automobile Bodily Injury and Property Damage Liability Insurance covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000.00 each person and \$1,000,000.00 each occurrence of Bodily Injury Liability and \$1,000,000.00 each occurrence of Property Damage Liability. Policies written on a combined single limit basis should have a limit of not less than \$1,000,000.00.
- d. **Workers' Compensation and Occupational Disease Insurance:** Insurance Coverage must meet the statutory requirements of the State of North Carolina; and Employer's Liability Insurance for an amount of not less than: Bodily Injury by Accident \$100,000.00 each Accident, Bodily Injury by Disease \$100,000.00 each Employee, and Bodily Injury by Disease \$500,000.00 Policy Limit.
- e. **Certificate of Coverage:** CONTRACTOR shall permit the LME/PIHP to inspect Certificates of Insurance Coverage consistent with the Contract upon advance written request. Notwithstanding anything to the contrary herein, the CONTRACTOR shall have the right to self-insure so long as the CONTRACTOR's self-insurance program is licensed by the Department of Insurance of the State of North Carolina and is actuarially determined sufficient to pay the insurance limits required in this paragraph.

6. REFERRAL STATUS:

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

7. OBLIGATION TO SERVE:

CONTRACTOR shall serve only those Enrollees for which it has capacity or staff appropriate to treat the Enrollee at the time the Enrollee presents for treatment.

8. SUBMISSION OF CLAIMS

CONTRACTOR may submit claims subsequent to the 90 day limits in certain instances, for good cause shown and agreed to by the LME/PIHP.

9. AUTHORIZATION OF SERVICES

In those cases for services requiring prior authorization for inpatient hospitalization, LME/PIHP shall issue a decision to approve or deny a service within twenty-four (24) hours after it receives

the request for services, provided that the deadline may be extended for twenty-four (24) hours if:

4. The Enrollee requests the extension; or
5. The CONTRACTOR requests the extension; and,
6. The LME/PIHP justifies to the Department upon request:
 - c) A need for additional information; and
 - d) How the extension is in the Enrollee's interest.

10. THIRD PARTY REIMBURSEMENT-Insurance & Medicare

If Enrollee has third party insurance and/or Medicare, CONTRACTOR shall bill the Enrollee's third-party insurance and/or Medicare. Third party insurance and/or Medicare reimbursement or denial information must be indicated on the claim submitted to the LME/PIHP. Claims submitted without third party insurance or Medicare information will be denied.

11. PHYSICIAN BILLING

All hospital billing by any physician is covered by the LME/PIHP in the following settings: Emergency Department, Inpatient, and Outpatient.

12. ADDITIONAL CONTROLLING AUTHORITY

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

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**ATTACHMENT A – Northern Hospital of Surry County
LIST OF CONTRACTED SERVICE CODES**

The CONTRACTOR may request authorization to provide and bill for **Inpatient Medicaid Funded** services as listed below. The listing of services does not assure payment of Medicaid funds from LME/PIHP for the service unless authorized by LME/PIHP. Inpatient Psychiatric Professional services will not be authorized by LME/PIHP. Inpatient hospitalization will be reimbursed at the rate specified in or on the Division of Medical Assistance (DMA) Rate Setting Letter. Providers must bill appropriately for any codes that are discontinued or end-dated by the state during this contract period.

Codes in the tables below may be billed to the LME/PIHP.

<u>Inpatient Revenue Code</u>	<u>Service Description</u>
RC 116	Room & Board – Private (Medical or General) – Detoxification
RC 126	Room & Board – Semi-Private Two Bed (Medical or General) – Detoxification

Ancillary Revenue Codes are paid zero amount and included in per diem rate.

<u>Inpatient Psychiatric Professional Procedure Code</u>	<u>Service Description</u>
99219	Initial Observation Care – 50 Minutes
99220	Initial Observation Care – 70 minutes
99222	Initial Hospital Care – 50 Minutes
99223	Initial Hospital Care – 70 Minutes
99238	Hospital Discharge Day Management – 30 Minutes or Less
99239	Hospital Discharge Day Management – More Than 30 Minutes
99251	Inpatient Consultation – 20 Minutes
99252	Inpatient Consultation – 40 Minutes
99253	Inpatient Consultation – 55 Minutes
99254	Inpatient Consultation – 80 Minutes
99255	Inpatient Consultation – 110 Minutes

The CONTRACTOR may request authorization to provide and bill for **Outpatient Medicaid Funded** services as listed below. The listing of services does not assure payment from LME/PIHP for the service unless authorized by LME/PIHP. Services provided within the Hospital Emergency Department (ED) and corresponding ancillary services are not required to be authorized by LME/PIHP. LME/PIHP will reimburse Hospital Emergency Department and Physician Services (rendered in ED) with **Primary ICD-9 Diagnosis Range 290.00-319.99, or an ICD-10 diagnosis code that crosswalks back to an ICD-9 code between 290.00 and 319.99.**

Rates paid to the hospital under the terms of this agreement will be equal to the current published rate by the NC Division of Medical Assistance (DMA). For emergency room services, the reimbursement rates will be calculated using the hospitals unique RCC outpatient percentage in effect on 1/31/13 times 80% of the hospitals billed service costs. These rates may be adjusted as DMA updates their rates based on changes in hospital costs.

Allowable charges billed for Outpatient services, as indicted in the Medicaid Fee Schedule, will pay based on the following calculation: **Calculation for RCC reimbursement is: Allowable charges x hospital's RCC x 80%.** (RCC is Cost to Charge Ratio set by NC DMA).

The established rates for professional based Outpatient Medicaid and Physician services will be posted to the Division of Medical Assistance (DMA) web-site: www.ncdhhs.gov/dma/fee/. As rates change, written notification will be provided via Communication Bulletins and website postings. Contracts will not be amended for rate changes.

Labs/Tests for Emergency Department Claims are reimbursed at Division of Medical Assistance (DMA) Fee Schedule rate posted on the DMA website: www.ncdhhs.gov/dma/fee/. Ancillary Charges related to Emergency Department claims will be reimbursed on the established RCC.

<u>Outpatient Revenue Code-ED</u>	<u>Service Description</u>
RC450	Emergency Room
RC459	Other Emergency Room

<u>Outpatient Procedure Code</u>	<u>Service Description</u>
90785	Interactive Complexity
90791, GT	Psychiatric Diagnostic Evaluation Without Medical Services
90792, GT	Psychiatric Diagnostic Evaluation with Medical Services
90834	Psychotherapy - 45 Minutes
90837	Psychotherapy - 60 Minutes
90839	Psychotherapy for Crisis First 60 Minutes
90846	Family Therapy Without Patient
90847	Family Therapy with Patient
96372	Therapeutic Injection
99201	Outpatient E&M, New Patient – 10 Minutes
99202	Outpatient E&M, New Patient – 20 Minutes
99203	Outpatient E&M, New Patient – 30 Minutes
99204, GT	Outpatient E&M, New Patient – 45 Minutes
99205	Outpatient E&M, New Patient – 60 Minutes
99211	Outpatient E&M, Established Patient – 5 Minutes (with or w/out MD)
99212	Outpatient E&M, Established Patient – 10 Minutes
99213	Outpatient E&M, Established Patient – 15 Minutes
99214	Outpatient E&M, Established Patient – 25 Minutes
99215	Outpatient E&M, Established Patient – 40 Minutes
99281, GT	ER Visit, Problem Focused
99282, GT	ER Visit, Expanded – Low Complexity
99283, GT	ER Visit, Expanded – Moderate Complexity
99284, GT	ER Visit, Detailed - High Complexity
99285, GT	ER Visit, Comprehensive – High Complexity

Provider hereby agrees to fully comply with all requirements pursuant to Health Insurance Portability and Accountability Act of 1996, as modified and amended by the Health Information Technology for Economic and Clinical Health Act (HITECH), as well as related Federal regulations including but not limited to the Omnibus Final Rule effective 2013. Failure to comply may result in the termination of this contractual agreement between Partners BHM and Provider.

Provider shall comply with current North Carolina E-Verify laws.

DELEGATED CREDENTIALING SERVICES AGREEMENT

THIS DELEGATED CREDENTIALING SERVICES AGREEMENT (hereinafter the "Agreement") is effective **October 1, 2017**, Between Partners Behavioral Health Management, a Managed Care Organization, (hereinafter "Partners BHM" or "MCO"), and **Northern Hospital of Surry County**, (hereinafter "Northern Hospital of Surry County ") a wholly owned subsidiary of the Northern Hospital of Surry County (hereinafter "Northern Hospital of Surry County") on behalf of the Participating Providers and Practitioners delineated in the Procurement Contract between Partners BHM and Northern Hospital of Surry County , Inc. effective **October 1, 2017**.

Background Statement

Northern Hospital of Surry County has entered into a Procurement Contract with Partners BHM dated **October 1, 2017**, pursuant to which Partners BHM and Northern Hospital of Surry County have arranged for the provision of health care services to Enrollees by Northern Hospital of Surry County on behalf of Northern Hospital of Surry County.

Partners BHM wishes to delegate to Northern Hospital of Surry County and Northern Hospital of Surry County wishes to perform for Partners BHM, in accordance with the terms and conditions of this Agreement, certain credentialing activities relating to Participating Providers who are or will be participating providers under the aforementioned Procurement Contract.

Terms and Conditions of This Agreement

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and agreements set forth below, the parties hereto agree as follows:

1. **Definitions.** In addition to the terms that may be defined elsewhere in this Agreement, the following terms shall have the meanings indicated below when used in this Agreement as defined terms:
 - 1.1. "**Affiliate**" means, with respect to either party to this Agreement, each entity that directly or indirectly, through one or more intermediaries, owns or controls, or is controlled by or under common control with, such party. For the purpose of this Agreement, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.
 - 1.2. "**Accreditation Standards**" means those standards mandated by both the Utilization Review Accreditation Commission ("URAC") and The Joint Commission ("TJC").
 - 1.3. "**Application**" means the standardized credentialing Application form developed by the North Carolina Department of Insurance, as may be changed from time to time.
 - 1.4. "**Applicant-Provider**" means a Provider who has submitted an application to be credentialed or recredentialed as a Participating Provider.

- 1.5. "Northern Hospital of Surry County or Hospital" means a hospital owned, managed or leased by Northern Hospital of Surry County.
- 1.6. "Individually Identifiable Health Information" shall mean the Standards for Privacy of Individually Identifiable Health Information, 45 C.P.R. Parts 160 promulgated under the Health Insurance Portability and Accountability Act of 1996.
- 1.7. "Enrollee" means an individual an individual with a Medicaid county of residence located within the LME/PIHP catchment area enrolled with LME/PIHP.
- 1.8. "Local Management Entity" (LME) means the political subdivision organized pursuant to N.C.G.S. §122C-115.1 and 112C-115.2, and which is responsible for authorizing, managing and reimbursing providers for all Medicaid and State-funded mental health, substance abuse, and developmental disability services pursuant to contracts with the Department for those Enrollees within the LME/PIHP's defined catchment area.
- 1.9. "Partners BHM Provider Panel" means the network of Providers who have been credentialed and approved by PARTNERS BHM to serve as Participating Providers.
- 1.10. "Participating Provider" means a Provider who has been credentialed and approved by Partners BHM to serve as a Participating Provider on the Partners BHM Provider panel.
- 1.11. "PIHP" means the capitated Prepaid Inpatient Health Plan as defined in 42 CFR § 438.2 and operated by Partners BHM in accordance with 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, the N.C. Home and Community Based Services Innovations waiver authorized by CMS pursuant to section 1915(c) of the Act, and Part 438 of Title 42 of the Code of Federal Regulations.
- 1.12. "Provider" or "Practitioner" means an individual who is duly licensed, registered, or certified under North Carolina state law to administer behavioral health care services subject to any licensure or regulatory limitation as to location, manner, or scope of practice. This may include, but is not limited to: MDs, DOs, Doctors of Psychology (PhD or PsyD), Physician Assistants, Advanced Nurse Practitioners, Licensed Certified Substance Abuse Counselors, Licensed Clinical Social Workers (Masters Level), Licensed Certified Clinical Addictions Specialists, Physical Therapists, Speech Therapists, Occupational Therapists, Licensed Professional Counselors (Masters Level), and Licensed Psychological Associates, and practitioners employed by and/or under contract with Northern Hospital of Surry County and/or its physicians.
- 1.13. "URAC" means the Utilization Review Accreditation Commission.

2. Northern Hospital of Surry County **AGREEMENTS AND OBLIGATIONS.**

- 2.1. Northern Hospital of Surry County agrees to provide Partners BHM with a complete copy of its current credentialing criteria, policies and procedures as of the effective date of this Agreement upon request.
- 2.2. Northern Hospital of Surry County agrees that all Providers must be credentialed/re-credentialed by Northern Hospital of Surry County prior to rendering behavioral health services to Partners BHM Enrollees. For purposes of initial credentialing and re-credentialing, Northern Hospital of Surry County shall verify the information provided by the Applicant-Provider in his or her application to participate as a Participating Provider and conduct a review of the Applicant-Provider's practice sites.
- 2.3. With respect to each Applicant-Provider, Northern Hospital of Surry County agrees to provide the following credentialing services in accordance with Northern Hospital of Surry County credentialing policies and the delegated credentialing standards as set forth in Attachment A of the contract between Partners BHM and your organization, and may be amended from time to time.
 - 2.3.1. Northern Hospital of Surry County shall use Northern Hospital of Surry County as its authorized agent for purposes of querying the National Practitioner Data Bank (the "Data Bank") and for the provision of other administrative functions in accordance with Northern Hospital of Surry County credentialing policies and delegated credentialing Standards.
 - 2.3.2. Northern Hospital of Surry County shall notify Partners BHM within thirty (30) business days of any Participating Provider's resignation from employment with Northern Hospital of Surry County or a Northern Hospital of Surry County Hospital, or any final decision by Northern Hospital of Surry County or a Northern Hospital of Surry County Hospital that results in a Participating Provider's termination or suspension by Northern Hospital of Surry County or a Northern Hospital of Surry County Hospital.
- 2.4. Northern Hospital of Surry County agrees to provide Partners BHM access to the credentialing files of Applicant-Providers, to the extent not prohibited by (1) law or regulation, including state and federal laws providing peer review protection, or (2) Northern Hospital of Surry County credentialing and re-credentialing policies and procedures. Any and all credentialing committee reports and minutes related to a review of Northern Hospital of Surry County performance and/or compliance under this Agreement are confidential and will not be disclosed to Partners BHM. Northern Hospital of Surry County shall obtain a release from each Applicant-Provider permitting Northern Hospital of Surry County to provide Partners BHM access to credentialing committee reports and minutes related to a review of Northern Hospital of Surry County performance and/or compliance. Notwithstanding anything herein to the contrary, both parties expressly acknowledge and agree that it is their mutual intent that this provision relates solely to information which is not subject to any privilege under North Carolina or federal law with respect to peer review or credentialing, and which would not

cause Northern Hospital of Surry County to release information in violation of the laws and regulations relating to the Data Bank.

- 2.5. Northern Hospital of Surry County agrees to allow Partners BHM to review and audit Northern Hospital of Surry County credentialing policies and delegated credentialing standards, and the credentialing files of Applicant-Providers upon request, but no more than two (2) times per year. Such reviews/audits will be upon at least thirty (30) business days' prior written notice and at reasonable times mutually agreeable to Partners BHM and Northern Hospital of Surry County. Both parties agree that such audits may be on site, remote or virtual audits.
- 2.6. Northern Hospital of Surry County will notify Partners BHM when a new Northern Hospital of Surry County Provider becomes eligible to be considered a participating group provider under the Procurement Contract. Such notice shall be consistent with the Procurement Contract as updated from time to time.
- 2.7. Northern Hospital of Surry County shall submit reports to Partners BHM of all credentialing approvals and network changes within thirty (30) days of the credentialing decision date. Northern Hospital of Surry County delegated credentialing report will be consistent with the Procurement Contract as updated from time to time.
- 2.8. Northern Hospital of Surry County agrees to obtain from Applicant-Providers who apply for appointment to the Partners BHM Participating Provider panel a signed release form on Northern Hospital of Surry County template permitting and authorizing Northern Hospital of Surry County to provide Partners BHM with information about the Participating Provider from Northern Hospital of Surry County credentialing file, and releasing from liability all individuals involved in Northern Hospital of Surry County credentialing process and decisions.
- 2.9. Northern Hospital of Surry County agrees to maintain credentialing and recredentialing files, systems and supplementary documents as required by all applicable state and federal laws, rules and regulations, The Joint Commission and URAC. Partners BHM and Northern Hospital of Surry County agree that these files may be electronic.
- 2.10. Delegation of Duties. Partners BHM delegates to Contractor under this agreement the duties and obligations related to credentialing and re-credentialing of any Participating Practitioners, as defined herein.
 - a). Accepting applications, reapplications and any required attestations from all Participating Practitioners;
 - b). Conducting required site-visits of Participating Practitioners;
 - c). Collecting all data elements required for credentialing and re-credentialing of Participating Practitioners;

- d). Conducting all primary source verification, including requesting information concerning each Participating Practitioner from the National Practitioner Data Bank, and all other databases required by federal or State law, North Carolina Department of Health and Human Services, Partners BHM requirements or Accreditation Standards;
 - e). Conduct initial on-site visits and audits of offices and medical recordkeeping practices at time of credentialing and re-credentialing in compliance with federal and State law and regulation, North Carolina Department of Health and Human Services, Partners BHM requirements and Accreditation Standards; and
 - f). Determining whether a particular Participating Practitioner has met all credentialing and/or re-credentialing criteria.
- 2.11. Credentialing and re-credentialing processes and standards, including standards for terminating or suspending a Participating Practitioner, must be set forth in written policies and procedures by Contractor and must conform with standards established or approved North Carolina Department of Health and Human Services, by Partners BHM, federal and State regulatory agencies having jurisdiction over Partners BHM or Contractor and all Accreditation Standards. At a minimum, each Participating Practitioner must be re-credentialed every thirty-six (36) months. In the event any of the aforementioned standards are changed or revised, Contractor shall be in compliance with all changes and revisions within one hundred and eighty (180) days of notice, or sooner if a shorter timeframe is mandated by law. In the event that Contractor's credentialing and re-credentialing policies or procedures change for any other reason, Contractor shall notify Partners BHM thirty (30) days prior to the effective date of such change or as soon thereafter as is reasonably possible, but in no event later than the effective date of such change.

3. PARTNERS BHM'S AGREEMENTS AND OBLIGATIONS.

- 3.1. Partners BHM shall maintain oversight and may conduct an annual review of Northern Hospital of Surry County activities hereunder, including any administrative functions performed by Northern Hospital of Surry County, provided that Partners BHM furnishes Northern Hospital of Surry County with a properly executed confidentiality release provided by Northern Hospital of Surry County at least ten (10) business days prior to the audit commencing. This annual audit may be conducted by desk review or by on-site audit.
- 3.2. Partners BHM shall audit all documentation provided according to the URAC methodology. Briefly, Partners BHM will notify Contractor thirty (30) days prior to the annual audit date of the specific credentialing or re-credentialing files subject to review. Partners BHM shall select at least 25% of the required practitioners credentialing files. The review will be conducted on both the credentialing and re-credentialing files

- separately. Partners BHM will review the files for compliance with Contractor's policies and procedures, Partners BHM's standards and requirements for credentialing, Accreditation Standards and all other standards referenced in this Agreement. Files will be reviewed against the URAC audit tool, in accordance with Contractor's policies and procedures, Partners BHM's requirements, Accreditation Standards and all other standards referenced in this Agreement and scored accordingly. A score of less than 100% shall result in a Plan of Correction mutually agreed upon by Partners BHM and Contractor to correct any areas noted out of compliance.
- 3.3. In addition to the annual file review, Partners BHM shall conduct an annual evaluation of Contractor which shall include a review of Contractor's policies and procedures governing credentialing and re-credentialing and associated documentation to ensure compliance with Contractor's policies and procedures, Accreditation Standards, and all other requirements referenced in this Agreement.
 - 3.4. Partners BHM agrees to maintain all credentialing information received from Northern Hospital of Surry County in strict confidence and in accordance with applicable state and federal law.
 - 3.5. Partners BHM agrees to notify Northern Hospital of Surry County within sixty (60) business days of any termination of a Participating Provider's status as a member of the Partners BHM Provider Panel.
 - 3.6. Partners BHM shall furnish Northern Hospital of Surry County any information received by Partners BHM which Northern Hospital of Surry County may need to credential or recredential Participating Providers.
 - 3.7. Partners BHM shall maintain responsibility for (i) medical management, including utilization review; (ii) case management and quality assurance for its PIHP; and (iii) clinical medical record review.
 - 3.8. Partners BHM shall maintain responsibility for Enrollee services and Enrollee services programs including Enrollee complaints and appeals and grievances.
 - 3.9. Partners BHM agrees that within five (5) business days of the receipt of each delegated credentialing report, Partners BHM will provide Northern Hospital of Surry County with electronic confirmation of its receipt. Partners BHM agrees to process each delegated credentialing report within thirty (30) business days of receipt by Partners BHM. Partners BHM agrees that within fifteen (15) business days after Partners BHM has completed processing, Partners BHM will provide secure electronic confirmation to Northern Hospital of Surry County that loading into Partners BHM's systems has been completed.
 - 3.10. Partners BHM shall retain the right to approve Participating Providers and to terminate or suspend any Participating Provider upon sixty (60) days' notice to Northern Hospital of Surry County and to the affected Applicant or Participating Provider.

- 3.11. Partners BHM agrees that if Partners BHM approves an Applicant Provider such approval shall be effective on the starting date shown on Northern Hospital of Surry County monthly delegated credentialing report sent to Partners BHM, subject to delegated credentialing standards and policies and the applicable state law(s).
 - 3.12. Partners BHM shall furnish Northern Hospital of Surry County information received by Partners BHM related to Northern Hospital of Surry County performance hereunder, including without limitation provider satisfaction surveys or complaints.
 - 3.13. Partners BHM shall be solely responsible for its compliance with the current standards and requirements of any accreditation body or regulatory agency that has accredited, certified or reviewed Partners BHM.
 - 3.14. Notwithstanding anything contained in this Agreement to the contrary, Northern Hospital of Surry County shall have the right to delegate its obligations and duties hereunder to an Affiliate of Northern Hospital of Surry County .
4. **INSURANCE.** Each party shall maintain general and professional liability coverage (which may include self-insurance) to protect such party and its employees, officers, directors, and agents from and against actions arising out of such party's performance of its obligations under this Agreement. Each party shall notify the other party within ten (10) calendar days of any material change in its insurance coverage.

5. INDEMNIFICATION.

- 5.1. **Northern Hospital of Surry County Agreement to Indemnify.** Northern Hospital of Surry County hereby agrees to indemnify, defend and hold harmless Partners BHM and each director, officer, employee, attorney, agent, subcontractor and Affiliate of Partners BHM (collectively, the "Partners BHM Indemnified Parties") from and against any and all demands, actions, claims (whether or not valid), losses, damages, liabilities, costs and expenses of any kind or nature whatsoever, including without limitation reasonable attorneys' fees, incurred by or asserted against any of the Partners BHM Indemnified Parties from and after the date hereof, arising out of or in connection with or resulting from (i) Northern Hospital of Surry County performance of its duties under this Agreement, or (ii) Northern Hospital of Surry County breach of this Agreement.
- 5.2. **PARTNERS BHM's Agreement to Indemnify.** Partners BHM hereby agrees to indemnify, defend and hold harmless Northern Hospital of Surry County and each director, officer, employee, attorney, agent, subcontractor and Affiliate of Northern Hospital of Surry County (collectively, the Northern Hospital of Surry County "Indemnified Parties") from and against any and all demands, actions, claims (whether or not valid), losses, damages, liabilities, costs and expenses of any kind or nature whatsoever, including without limitation reasonable attorneys' fees, incurred by or asserted against any of the Northern Hospital of Surry County Indemnified Parties from

and after the date hereof, arising out of or in connection with or resulting from (i) Partners BHM's performance of its duties under this Agreement, or (ii) Partners BHM's breach of this Agreement.

6. TERM AND TERMINATION.

- 6.1. **Term.** This Agreement shall commence on **October 1, 2017** and the Term of this Agreement shall be consistent with the Term of the Procurement Contract as set forth in Section 5 of the Procurement Contract unless earlier terminated as provided below.
- 6.2. **Termination Without Cause.** This Agreement may be terminated by either party without cause upon at least ninety (90) days' prior written notice to the other party.
- 6.3. **Termination with Cause.** This Agreement may be terminated by either party with cause effective immediately by giving written notice to the other party (the "Breaching Party") if the Breaching Party fails to observe or perform any material obligation, agreement or provision of this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice thereof to the Breaching Party from the non-breaching party.
- 6.4. **Automatic Termination.** This Agreement shall automatically terminate in the event of the termination or expiration of the Procurement Contract as set forth in Section 13 of the Procurement Contract.
- 6.5. **Continued Provision of Delegated Credentialing /Recredentialing Services After Termination of Professional Network Participation Agreement.** In the event of the termination or expiration of the Procurement Contract this Agreement shall terminate /expire on the same date as the Procurement Contract unless Partners BHM and Northern Hospital of Surry County agree in writing to maintain a separate and distinct Delegated Credentialing Services Agreement.

7. GENERAL.

- 7.1. **Assignment.**
 - a.) Except as otherwise provided herein, this Agreement may not be assigned by either party without the prior written consent of the other party. Notwithstanding the foregoing, upon written notice to Partners BHM, Northern Hospital of Surry County may assign this Agreement to Northern Hospital of Surry County or any Affiliate of Northern Hospital of Surry County .
 - b.) Northern Hospital of Surry County does not currently subcontract credentialing activity to a credentialing entity (the "Sub-Delegate"). In the event that Northern Hospital of Surry County employs such a Sub-Delegate that is not: certified by NCQA, accredited by URAC, and compliant with applicable requirements of North

Carolina Administrative Code (“NCAC”) 20.0400, Network Provider Credentials, including without limitations 11 NCAC 20.0410, Delegation of Credential Verification Activities; then Northern Hospital of Surry County shall ensure that the Sub-Delegate agrees to permit Northern Hospital of Surry County or Partners BHM to perform oversight activities of the Sub-Delegate’s credentialing activities as required by the aforementioned accrediting / regulatory bodies. This Agreement will be binding upon and inure to the benefit of Northern Hospital of Surry County and Partners BHM and their respective successors and permitted assigns.

- 7.2. **Modification.** This Agreement and the terms and conditions hereof may not be modified, amended, supplemented or waived except by a writing signed by the authorized officers of the parties hereto, and such writing must refer specifically to this Agreement.
- 7.3. **Entire Agreement.** This Agreement constitutes and contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous written or oral understanding or agreement.
- 7.4. **Severability.** If any provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless the invalidity of any such provision substantially deprives either party of the practical benefits intended to be conferred by this Agreement.
- 7.5. **Non-waiver.** No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise a right or remedy, shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement, and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.
- 7.6. **No Third-Party Rights.** Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.
- 7.7. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the internal laws and judicial decisions of the state of North Carolina, without giving effect to the conflict of laws principles thereof.
- 7.8. **Notices.** Any written notice permitted or required hereunder shall be sent by certified mail, return receipt requested, or by overnight dispatch, or by hand delivery to the address listed below or to such later address as may be specified in like manner. Notice shall be deemed delivered upon receipt.

If to PARTNERS BHM:

901 S. New Hope Road, Gastonia, NC 28054
Attn: Contract Department

If to Northern Hospital of Surry County:
830 Rockford Street Mount Airy, NC 27030
Credentialing Department

- 7.9. **Independent Contractors.** The sole relationship between the parties hereto is that of independent contractors. This Agreement is not intended, nor shall it be construed, to create any partnership, employment, agency or joint venture relationship between the parties.
- 7.10. **Reporting.** Contractor shall provide Partners BHM with semi-annual reports on all credentialing and re-credentialing activities conducted by Contractor during the immediately preceding six-month period. The specific contents of these reports shall be mutually agreed upon by both Contractor and Partners BHM, as detailed in Exhibit A, and shall include, at a minimum:
- a). Statistical information that may be deemed a requirement of federal and State regulatory agencies or accrediting agencies, including, but not limited to URAC and TJC;
 - b). The results of any studies or quality improvement projects related to Contractor's credentialing and re-credentialing activities conducted as the result of audits performed by Partners BHM; and
- 7.11. Partners BHM shall notify Contractor ninety (90) days prior to the effective date of any change in reporting requirements or other obligation under this Agreement.

8. PRIVACY AND CONFIDENTIALITY

- 8.1. **Privacy of Individually Identifiable Health Information.** Partners BHM and Northern Hospital of Surry County shall maintain the privacy and confidentiality of all individually identifiable information regarding Covered Persons in accordance with all applicable statutes and regulations. The parties agree to be bound by the Business Associate Agreement Waiver attached to this Agreement as Exhibit A.
- 8.2. **Confidentiality.** The parties agree to maintain the confidentiality of any confidential or proprietary business information or document(s). Neither party shall disclose the other party's confidential or proprietary business information to third parties. This section 6.4 shall survive any termination of this Agreement.
- 8.3. **Headings.** The headings herein are for convenience of reference only and shall not be deemed to be part of the substance of this Agreement.

- 8.4. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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9. SIGNATURES.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

For Northern Hospital of Surry County:

DocuSigned by:
Andrea Hickling
By: 0A1FEC36DEAA486
Duly Authorized Official
Andrea Hickling
Name: _____
Title: VP Finance & CFO

For Partners BHM:

DocuSigned by:
Susan Lackey
By: 0A97C2CBDFE0A03
Name: Susan Lackey
Title: CFO

**EXHIBIT A
BUSINESS ASSOCIATE AGREEMENT WAIVER**

Northern Hospital of Surry County certifies they do not receive any Individually Identifiable Health Information, in electronic form or any other format, from Partners BHM, nor do they use any of their own patient information, in electronic form or any other format, to perform the duties under this Delegated Credentialing Services Agreement. Notwithstanding the foregoing, the parties acknowledge that Northern Hospital of Surry County may utilize its own patient information to conduct a quality of care review in compliance with its own policies, accreditation requirements, and/or obligations under the related Participation Agreement with Partners BHM and this information is not shared with Partners BHM in electronic form or any other format. As a result, the HIPAA privacy regulation does not require Northern Hospital of Surry County to enter into a business associate agreement with Partners BHM at this time.

Northern Hospital of Surry County understands that if they must receive or use individually identifiable patient information or "protected health information," for any future Credentialing activities, they will notify Partners BHM prior to performing those activities so the parties may enter into a business associate agreement.

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Certificate Of Completion

Envelope Id: DA66F30109324EB086BAD2054BF7F382
 Subject: Northern Hospital of Surry County 100117-093020
 Source Envelope:
 Document Pages: 48
 Certificate Pages: 5
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 8
 Initials: 0

Status: Sent

Envelope Originator:
 Tammie Cribb
 901 S. New Hope Rd.
 Gastonia, NC 28054
 tcribb@partnersbhm.org
 IP Address: 205.182.135.3

Record Tracking

Status: Original
 10/10/2017 11:07:01 AM

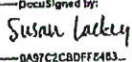
Holder: Tammie Cribb
 tcribb@partnersbhm.org

Location: DocuSign

Signer Events

Susan Lackey
 slackey@partnersbhm.org
 Chief Financial Officer
 Partners Behavioral Health Management
 Security Level: Email, Account Authentication
 (None)
 Electronic Record and Signature Disclosure:
 Accepted: 3/29/2017 10:52:41 AM
 ID: e912f0bb-2887-4460-aec8-bcce1af6dc45

Signature

DocuSigned by:

 0A97C2C8DFF483

Timestamp

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 Signed: 10/10/2017 11:46:54 AM

Using IP Address: 198.85.219.18
 Signed using mobile

Andrea Hickling
 ahickling@nhsc.org
 VP Finance & CFO
 Northern Hospital of Surry County
 Security Level: Email, Account Authentication
 (None)
 Electronic Record and Signature Disclosure:
 Accepted: 10/10/2017 11:52:17 AM
 ID: 233713ab-579f-4190-a5c3-933d95646bda

DocuSigned by:

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W. Rhett Melton
 rmelton@partnersbhm.org
 CEO
 Partners BHM
 Security Level: Email, Account Authentication
 (None)
 Electronic Record and Signature Disclosure:
 Accepted: 4/3/2017 8:23:04 AM
 ID: 0bc11403-1b36-423e-ab32-b9944e673d99

Sent: 10/10/2017 11:55:01 AM

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

10/10/2017 11:55:01 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Partners Behavioral Health Management (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Partners Behavioral Health Management:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: awalsh@partnersbhm.org

To advise Partners Behavioral Health Management of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at ccombs@partnersbhm.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Partners Behavioral Health Management

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to awalsh@partnersbhm.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Partners Behavioral Health Management

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to awalsh@partnersbhm.org and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Partners Behavioral Health Management as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Partners Behavioral Health Management during the course of my relationship with you.



Dear Provider:

Attached you will find an electronic Medicaid Contract in PDF format. Partners Behavioral Health Management (BHM) uses *DocuSign* (an online, e-contracting service) that will allow you to sign contracts electronically. This is a web based product, and requires no costs to the provider, or software to install or download. Partners BHM requires ALL contracts and amendments to be signed through the *DocuSign* electronic process.

The contract arrives by secure email and you follow the link to a secure online website (as instructed within the email) to review and sign the contract, download and/or print a copy if you'd like, once it is completed.

DocuSign offers free and very helpful technical support on their website at <https://www.docusign.com/support>. Please utilize this link for questions as you work through this process. The quick reference signing guide can be reviewed here: <https://www.docusign.com/support/signer/question/how-do-i-sign-a-docusign-document-basic-signing>.

- When you finish clicking all signature tags in the document, you MUST confirm signing by clicking FINISH.



- After a message appears that you have completed your document, you may print and /or save a PDF copy. Also, once you have completed the signing process, *DocuSign* will automatically return the contract to Partners BHM.
- Providers do **NOT** need to print and return paper copies of the contract to Partners BHM.
- Signatures need to be completed within 10 days of receipt so the envelope will not expire in *DocuSign*.

NEW PROVIDERS: To complete your set up in our software systems, Providers must also go to www.partnersbhm.org and complete the Electronic Funds Transfer (EFT) form (Agreement for ACH Transactions) and the Trading Partner Agreement (TPA) and send to the respective departments once completed. These forms can be found by following this path:

EFT form: Provider Knowledge Base – Finance, Claims and Billing – Finance Documents and Forms – Vendor/Supplier Information Form and Substitute W-9 Request

TPA link: Provider Knowledge Base - Provider Tools – AlphaMCS, ZixMail and Billing Set Up

It is also recommended that you review the [Provider Orientation Toolkit](#) and [Provider Operations Manual](#) found on our website. These documents can be found by following this path:

Provider Knowledge Base -- Provider News -- Orientation Packet and Provider Operations Manual

Thank you and we sincerely hope you find this an efficient manner in which to execute your contracts with Partners BHM going forward.

Sincerely,

Partners BHM Contract Department

Enc.

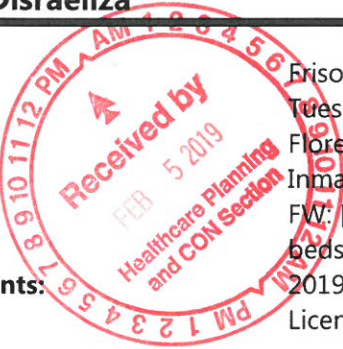
Corporate Office:
901 South New Hope Rd.
Gastonia NC 28054

Elkin Regional Office:
200 Elkin Business Park Dr.
Elkin, NC 28621

Hickory Regional Office:
1985 Tate Blvd SE, Suite 529
Hickory, NC 28602

Flores, Disraeliza

From: Frisone, Martha
Sent: Tuesday, February 05, 2019 9:45 AM
To: Flores, Disraeliza
Cc: Inman, Celia C
Subject: FW: [External] Northern Hospital District of Surry County- conversion of acute inpatient beds to psychiatric inpatient beds (email 2 of 2)
Attachments: 2019 Hospital License Renewal Application.pdf; 2019 Annual Da Supplement to Hospital License Application.pdf



Lisa, this is the second email referenced in the first email.

Martha J. Frisone

Chief

Division of Health Service Regulation, Healthcare Planning and Certificate of Need
NC Department of Health and Human Services

Office: 919-855-3879
martha.frisone@dhhs.nc.gov

809 Ruggles, Edgerton
2704 Mail Service Center
Raleigh, NC 27699-2704

[Twitter](#) | [Facebook](#) | [YouTube](#) | [LinkedIn](#)

From: Robin Hodgin [<mailto:RHODGIN@nhsc.org>]
Sent: Tuesday, February 05, 2019 8:49 AM
To: Frisone, Martha <martha.frisone@dhhs.nc.gov>
Subject: [External] Northern Hospital District of Surry County- conversion of acute inpatient beds to psychiatric inpatient beds (email 2 of 2)

CAUTION: External email. Do not click links or open attachments unless you verify. Send all suspicious email as an attachment to report.spam@nc.gov

Email #2

Good Morning Ms. Frisone,
Northern Hospital District of Surry County (Hospital) plans to convert seventeen existing inpatient acute care beds to inpatient adult psychiatric beds and requests a determination that the conversion of these beds is exempt from Certificate of Need review pursuant to NCGS 131 E-184(c). Please find included as attachments to this email the 2019 Hospital License Renewal application (referenced as Attachment 1 in the letter) and the Hospital Provider Participation Agreement with Partners Behavioral Health Management LME/MCO (referenced as Attachment 2 in the letter). In follow up to this email, hard copies of all documents are being mailed to your attention. Please contact me if you have any questions.

Respectfully,
Robin Hodgin

Robin Hodgkin, RN, MHA, NE-BC
Vice President, Patient Services & CNO
Northern Hospital of Surry County
(336) 719-7019 (Office)
(336) 789-3470 (Fax)
(336) 705-8497 (Cell)
rhodgin@nhsc.org
www.northernhospital.com

Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized State official. Unauthorized disclosure of juvenile, health, legally privileged, or otherwise confidential information, including confidential information relating to an ongoing State procurement effort, is prohibited by law. If you have received this email in error, please notify the sender immediately and delete all records of this email.

North Carolina Department of Health and Human Services
Division of Health Service Regulation
Acute and Home Care Licensure and Certification Section
Regular Mail: 1205 Umstead Drive
2712 Mail Service Center
Raleigh, North Carolina 27699-2712
Overnight UPS and FedEx only: 1205 Umstead Drive
Raleigh, North Carolina 27603
Telephone: (919) 855-4620 Fax: (919) 715-3073

For Official Use Only
License # H0184 Medicare # 340003
FID #: 953376
PC _____ Date _____

License Fee: \$2,777.50

**2019
HOSPITAL LICENSE
RENEWAL APPLICATION**

Legal Identity of Applicant: Northern Hospital District of Surry County
(Full legal name of corporation, partnership, individual, or other legal entity owning the enterprise or service.)

Doing Business As
(d/b/a) name(s) under which the facility or services are advertised or presented to the public:

PRIMARY: Northern Hospital of Surry County

Other: _____

Other: _____

Facility Mailing Address: P O Box 1101
Mount Airy, NC 27030

Facility Site Address: 830 Rockford St
Mount Airy, NC 27030

County: Surry
Telephone: (336)719-7000
Fax: (336)789-3470

Administrator/Director: Robin Hodgkin

Title: CNO

(Designated agent (individual) responsible to the governing body (owner) for the management of the licensed facility)

Chief Executive Officer: _____

Title: CFO

(Designated agent (individual) responsible to the governing body (owner) for the management of the licensed facility)

Name of the person to contact for any questions regarding this form:

Name: Andrea Hickling Telephone: 336-719-7102

E-Mail: ahickling@nhsc.org

All responses should pertain to October 1, 2017 through September 30, 2018.

For questions regarding this page, please contact Azzie Conley at (919) 855-4646.

In accordance with Session Law 2013-382 and 10A NCAC 13B .3502(e) on an annual basis, on the license renewal application provided by the Division, the facility shall provide to the Division the direct website address to the facility's financial assistance policy. This Rule applies only to facilities required to file a Schedule H, federal form 990. Please use Form 990 Schedule B and/or Schedule H as a reference.

1) Please provide the main website address for the facility:

http://www.northernhospital.com

2) In accordance with 131E-214.4(a) DHR can no longer post a link to internet Websites to demonstrate compliance with this statute.

A) Please provide the website address and/or link to access the facility's charity care policy and financial assistance policy:

http://www.northernhospital/patient-visitor-info/uninsured

B) Also, please attach a copy of the facility's charity care policy and financial assistance policy:
 Feel free to email the copy of the facility's charity care policy to:
DHHS.DHSR.Hospital.CharityCare.Policy@dhhs.nc.gov.

* NHSC, as a government hospital, does not file schedule H, 990 form

3) Please provide the following financial assistance data. All responses can be located on Form 990 and/or Form 990 Schedule H.

Contribution, Gifts, Grants and other similar Amounts <i>(Form 990; Part VIII 1(h))</i>	Annual Financial Assistance at Cost <i>(Form 990; Schedule H Part I, 7(a)(c))</i>	Bad Debt Expense <i>(Form 990; Schedule H Part III, Section A(2))</i>	Bad Debt Expense Attributable to Patients eligible under the organization's financial assistance policy <i>(Form 990; Schedule H Part III, Section A(3))</i>

AUTHENTICATING SIGNATURE: this attestation statement is to validate compliance with GS 131E-91 as evidenced through 10A NCAC 13B .3502 and all requirements set forth to assure compliance with fair billing and collection practices.

Signature: Andrea J. Hickling Date: 1/15/19

Print Name of Approving Official: Andrea J. Hickling

All responses should pertain to **October 1, 2017 through September 30, 2018.**

For questions regarding NPI contact Azzie Conley at (919) 855-4646.

Primary National Provider Identifier (NPI) registered at NPES 1366449282

If facility has more than one "Primary" NPI, please provide SNF 1932107547
SWING 1811995186

List all campuses as defined in NCGS 131E-176(2c) under the hospital license. Please include offsite emergency departments

Name(s) of Campus:	Address:	Services Offered:
<u>See attached</u>		

Please attach a separate sheet for additional listings

ITEMIZED CHARGES: Licensure Rule 10A NCAC 13B .3110 requires the Applicant to provide itemized billing. Indicate which method is used:

- a. The facility provides a detailed statement of charges to all patients.
- b. Patients are advised that such detailed statements are available upon request.

Type of Health Care Facilities under the Hospital License

Attachment to page 3 of Northern Hospital District of Surry County 2019 Licensure Application

1. Northern Rehab
314 S. South St., Suite 100
Mount Airy, NC 27030
Physical Therapy, Occupational Therapy and Speech Therapy
2. The Wound Care Center at Northern Hospital
314 S. South St., Suite 200
Mount Airy, NC 27030
Wound Care
3. Northern Urology, a Department of Northern Hospital 423S.
South St.
Mount Airy, NC 27030
Urology and Laboratory
4. Northern Obstetrics and Gynecology, a Department of Northern Hospital 510S.
South St.
Mount Airy, NC 27030
Obstetrics and Gynecology, and Laboratory
5. Northern Pediatrics, a Department of Northern Hospital
100 North Pointe Boulevard
Mount Airy, NC 27030
Pediatrics
6. Northern Medical Specialists , a Department of Northern Hospital
708 S. South St., Suite 200
Mount Airy, NC 27030
Medicine, Cardiology and Pulmonology
7. Northern Pain Management, a Department of Northern Hospital
110 Dutchman's Court
Elkin, NC 28621
Pain Management, Laboratory and Imaging
and
708 S. South St., Suite 400
Mount Airy, NC 27030
Pain Management
8. Northern Family Medicine, a Department of Northern Hospital
280 N. Pointe Boulevard
Mount Airy, NC 27030
Family Medicine, Laboratory and Imaging Services
And
Northern Family Medicine – Rural Hall
648 Almondrige Drive
Rural Hall, NC 27045

9. Northern Orthopaedics, a Department of Northern Hospital
314 S. South St.
Mount Airy, NC 27030
Orthopedics and Imaging Services

10. Northern General Surgery, a Department of Northern Hospital
708 S. South St., Suite 100
Mount Airy, NC 27030

11. Northern Gastroenterology, a Department of Northern Hospital
708 South Street, Suite 100
Mount Airy, NC 27030

JRP/01/09/2019

All responses should pertain to October 1, 2017 through September 30, 2018.

Ownership Disclosure (Please fill in any blanks and make changes where necessary).

1. What is the name of the legal entity with ownership responsibility and liability?

Owner: Northern Hospital District of Surry County
Street/Box: 830 Rockford St
City: Mt Airy State: NC Zip: 27030
Telephone: (336)719-7101 Fax: (336)789-3470
CEO: Chris A. Lumsden, President/CEO

Is your facility part of a Health System? [i.e., are there other hospitals, offsite emergency departments, ambulatory surgical facilities, nursing homes, home health agencies, etc. owned by your hospital, a parent company or a related entity?] ___ Yes No

If 'Yes', name of Health System*: _____

* (please attach a list of NC facilities that are part of your Health System)

If 'Yes', name of CEO: _____

- a. Legal entity is: ___ For Profit Not For Profit
b. Legal entity is: ___ Corporation ___ LLP ___ Partnership
___ Proprietorship ___ LLC Government Unit

c. Does the above entity (partnership, corporation, etc.) LEASE the building from which services are offered? ___ Yes No

If "YES", name of building owner:

2. Is the business operated under a management contract? Yes No

If 'Yes', name and address of the management company.

Name: Quorum Health Resources LLC

Street/Box: 105 Continental Place

City: Brentwood State: TN Zip: 37027

Telephone: (615)371-7979

3. Vice President of Nursing and Patient Care Services:

Robin Hodgkin, Vice President Patient Services, CNO

4. Director of Planning: _____

All responses should pertain to October 1, 2017 through September 30, 2018.

Facility Data

- A. Reporting Period.** All responses should pertain to the period **October 1, 2017 to September 30, 2018.**
- B. General Information.** (Please fill in any blanks and make changes where necessary.)

For B and C, submit one record for the licensed hospital. **DO NOT SUBMIT SEPARATE RECORDS FOR EACH CAMPUS.**

1. Admissions to Licensed Acute Care Beds: include only admissions to beds in category D-1 (a – q) on page 6; exclude responses in categories D-2 – D-8 on page 6; exclude normal newborn bassinets; exclude swing bed admissions.	4,120	
2. Discharges from Licensed Acute Care Beds: include only discharges from beds in category D-1 (a – q) on page 6; exclude responses in categories D-2 – D-8 on page 6; exclude normal newborn bassinets; exclude swing bed admissions.	4,120	
3. Average Daily Census: include only admissions to beds in category D-1 (a – q) on page 6; exclude responses in categories D-2-D-8 on page 6; exclude normal newborn bassinets; and exclude swing bed admissions.	36.55	
4. Was there a permanent change in the total number of licensed beds during the reporting period?	Yes	No ✓
If 'Yes', what was the number of licensed beds at the end of the reporting period?	NA	
If 'Yes', please state reason(s) (such as additions, alterations, or conversions) which may have affected the change in bed complement:	NA	
5. Observations: Number of patients in observation status and not admitted as inpatients, excluding Emergency Department patients.	1,570	
6. Number of unlicensed Observation Beds	Ø	

C. Designation and Accreditation

- | | | | |
|--|---------|--------|-----------------------------------|
| 1. Are you a designated trauma center? | ___ Yes | ✓ No | Designated Level # _____ |
| 2. Are you a critical access hospital (CAH)? | ___ Yes | ✓ No | |
| 3. Are you a long term care hospital (LTCH)? | ___ Yes | ✓ No | |
| 4. Is this facility TJC accredited? | ✓ Yes | ___ No | Expiration Date: <u>5/26/2020</u> |
| 5. Is this facility DNV accredited? | ___ Yes | ✓ No | Expiration Date: _____ |
| 6. Is this facility AOA accredited? | ___ Yes | ✓ No | Expiration Date: _____ |
| 7. Are you a Medicare deemed provider? | ✓ Yes | ___ No | |

All responses should pertain to October 1, 2017 through September 30, 2018.

D. Beds by Service (Inpatient – Do Not Include Observation Beds or Days of Care)
Please provide a Beds by Service (p. 6) for each hospital campus (see G.S. 131E-176(2c))

Please indicate below the number of beds usually assigned (set up and staffed for use) to each of the following services and the number of census inpatient days of care rendered in each unit. If your facility has a Nursing Facility unit and/or Adult Care Bed unit please complete the supplemental packet for Skilled Nursing Facility beds.

Licensed Acute Care Beds	Licensed Beds as of 9/30/2018	Operational Beds as of 9/30/2018	Inpatient Days of Care
Campus – if multiple sites: _____			
Intensive Care Units			
1. General Acute Care Beds/Days			
a. Burn (for DRG's 927, 928, 929, 933, 934, and 935 only)			
b. Cardiac			
c. Cardiovascular Surgery			
d. Medical/Surgical	10	10	1,999
e. Neonatal Beds Level IV* (Not Normal Newborn)			
f. Pediatric			
g. Respiratory Pulmonary			
h. Other (List)			
Other Units			
i. Gynecology			
j. Medical/Surgical (Exclude Skilled Nursing swing-beds)	65	40	7,621
k. Neonatal Level III* (Not Normal Newborn)			
l. Neonatal Level II* (Not Normal Newborn)			
m. Obstetric (including LDRP)	13	13	677
n. Oncology			
o. Orthopedics			
p. Pediatric			
q. Other, List: <i>Stepdown</i>	12	12	3,045
Total General Acute Care Beds/Days (a through q)	100		13,342
2. Comprehensive In-Patient Rehabilitation	0		
3. Inpatient Hospice	0		
4. Substance Abuse / Chemical Dependency Treatment	0		
5. Psychiatry	0		
6. Nursing Facility	33	33	11,474
7. Adult Care Home	0		
8. Other	0		
9. Totals (1 through 8)	133	108 <i>(108)g</i>	24,816

*Neonatal service levels are defined in 10A NCAC 14C .1401.

If this hospital is designated as a swing-bed hospital by Centers for Medicare & Medicaid Services (CMS):

10. Number of Swing Beds	90
11. Number of Skilled Nursing days in Swing Beds	0

* All med/surg beds are eligible to be converted to swing beds.

All responses should pertain to October 1, 2017 through September 30, 2018.

E. Reimbursement Source. (For "Inpatient Days," show Acute Inpatient Days only, excluding normal newborns.)

Campus – if multiple sites: _____

Primary Payer Source	Inpatient Days of Care (total should be the same as D.1.a – q total on p. 6)	Emergency Visits (total should be the same as F.3.b. on p. 8)	Outpatient Visits (excluding Emergency Visits and Surgical Cases)	Inpatient Surgical Cases (total should be same as 9.e. Total Surgical Cases-Inpatient Cases on p. 12)	Ambulatory Surgical Cases (total should be same as 9.e. Total Surgical Cases-Ambulatory Cases on p. 12)
Self Pay	961	7,224	6,672	80	72
Charity Care	534	1,466	3,378	36	113
Medicare*	8,765	11,384	37,581	408	1,360
Medicaid*	1,441	9,002	12,414	152	357
Insurance*	1,614	7,235	24,069	229	880
Other (Specify)	27	345	337	7	32
TOTAL	13,342	36,656	84,451	912	2,814

* Including any managed care plans.

F. Services and Facilities

1. Obstetrics

	Number of Infants
a. Live births (Vaginal Deliveries)	295
b. Live births (Cesarean Section)	90
c. Stillbirths	2

	Number of Rooms
d. Delivery Rooms - Delivery Only (not Cesarean Section)	0
e. Delivery Rooms - Labor and Delivery, Recovery	0
f. Delivery Rooms – LDRP (include in Item "D.1.m" on Page 6)	5

g. Number of Normal Newborn Bassinets (Level I Neonatal Services) 12
 Do not include in section "D. Beds by Service" on Page 6

2. Abortion Services

Number of procedures per Year 0
 (Feel free to footnote the type of abortion procedures reported)

All responses should pertain to October 1, 2017 through September 30, 2018.

3. Emergency Department Services

a. Total Number of ED Exam Rooms: 20 + 2 observation.

Of this total, how many are:

a.1. # Trauma Rooms 20 + 2 observation.

a.2. # Fast Track Rooms ∅

a.3. # Urgent Care Rooms ∅

b. Total Number of ED visits for reporting period: 36,656

c. Total Number of admits from the ED for reporting period: 5,132

d. Total Number of Urgent Care visits for reporting period: ∅

e. Does your ED provide services 24 hours a day 7 days per week? Yes No

If no, specify days/hours of operation: _____

f. Is a physician on duty in your ED 24 hours a day 7 days per week? Yes No
 If no, specify days/hours physician is on duty: _____

4. Medical Air Transport: Owned or leased air ambulance service:

a. Does the facility operate an air ambulance service? Yes No

b. If "Yes", complete the following chart.

Type of Aircraft	Number of Aircraft	Number Owned	Number Leased	Number of Transports
Rotary				
Fixed Wing				

5. Pathology and Medical Lab (Check whether or not service is provided)

a. Blood Bank/Transfusion Services Yes No

b. Histopathology Laboratory Yes No

c. HIV Laboratory Testing Yes No

Number during reporting period

HIV Serology 29

HIV Culture ∅

d. Organ Bank Yes No

e. Pap Smear Screening Yes No

All responses should pertain to October 1, 2017 through September 30, 2018.

6. Transplantation Services - Number of transplants

Type	Number	Type	Number	Type	Number
a. Bone Marrow-Allogeneic	∅	f. Kidney/Liver	∅	k. Lung	∅
b. Bone Marrow-Autologous	∅	g. Liver	∅	l. Pancreas	∅
c. Cornea	∅	h. Heart/Liver	∅	m. Pancreas/Kidney	∅
d. Heart	∅	i. Heart/Kidney	∅	n. Pancreas/Liver	∅
e. Heart/Lung	∅	j. Kidney	∅	o. Other	∅

Do you perform living donor transplants? ___ Yes No

7. Telehealth/Telemedicine*

Check the appropriate box for each service this facility provides or receives via telehealth/telemedicine.
 A service may apply to more than one category.

Service	Check all that apply	
	Provide service to other facilities via telemedicine	Receive service from other facilities via telemedicine
Emergency Department	<input type="checkbox"/>	<input type="checkbox"/>
Imaging	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Psychiatric	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Alcohol and/or substance use disorder (other than tobacco) services	<input type="checkbox"/>	<input type="checkbox"/>
Stroke	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other services	<input type="checkbox"/>	<input type="checkbox"/>

* Telehealth/telemedicine is defined by the U.S. Health Resources & Services administration as "the use of electronic information and telecommunication technologies to support and promote long-distance clinical health care, patient and professional health-related education, public health, and health administration. Technologies include video conferencing, the internet, store-and-forward imaging, streaming media, and terrestrial and wireless communications."

8. Specialized Cardiac Services (for questions, call Healthcare Planning at 919-855-3865)

a. Open Heart Surgery

Open Heart Surgery	Number of Machines/Procedures
1. Number of Heart-Lung Bypass Machines	∅
2. Total Annual Number of Open Heart Surgery Procedures Utilizing Heart-Lung Bypass Machine	∅
3. Total Annual Number of Open Heart Surgery Procedures done without utilizing a Heart-Lung Bypass Machine	∅
4. Total Open Heart Surgery Procedures (2. + 3.)	∅

All responses should pertain to October 1, 2017 through September 30, 2018.

8. Specialized Cardiac Services *continued* (for questions, call Healthcare Planning at 919-855-3865)

b. Cardiac Catheterization and Electrophysiology

Cardiac Catheterization, as defined in NCGS 131E-176(2g)	Diagnostic Cardiac Catheterization**	Interventional Cardiac Catheterization***
1. Number of Units of Fixed Equipment	Ø	
2. Number of Procedures* Performed in Fixed Units on Patients Age 14 and younger	Ø	Ø
3. Number of Procedures* Performed in Fixed Units on Patients Age 15 and older	Ø	Ø
4. Number of Procedures* Performed in Mobile Units	Ø	Ø
Dedicated Electrophysiology (EP) Equipment		
5. Number of Units of Fixed Equipment	Ø	
6. Number of Procedures on Dedicated EP Equipment	Ø	

*A procedure is defined as one visit or trip by a patient to a catheterization laboratory for a single or multiple catheterizations. Count each visit only once, regardless of the number of diagnostic, interventional, and/or EP catheterizations performed during that visit. For example, if a patient has both a diagnostic and an interventional procedure in one visit, count it as one interventional procedure.

** "a cardiac catheterization procedure performed for the purpose of detecting and identifying defects or diseases in the coronary arteries or veins of the heart, or abnormalities in the heart structure, but not the pulmonary artery." 10A NCAC 14C .1601(9)

*** "a cardiac catheterization procedure performed for the purpose of treating or resolving anatomical or physiological conditions which have been determined to exist in the heart or coronary arteries or veins of the heart, but not the pulmonary artery." 10A NCAC 14C .1601(16)

Number of fixed or mobile units of grandfathered cardiac catheterization equipment owned by hospital (i.e., equipment obtained before a CON was required):

NA

For questions, please contact Healthcare Planning and Certificate of Need at 919-855-3873.

CON Project ID numbers for all non-grandfathered fixed or mobile units of cardiac catheterization equipment owned by hospital:

Name of Mobile Vendor, if not owned by hospital: NA

Number of 8-hour days per week the mobile unit is onsite: NA 8-hour days per week.
 (Examples: Monday through Friday for 8 hours per day is 5 8-hour days per week. Monday, Wednesday, & Friday for 4 hours per day is 1.5 8-hour days per week)

All responses should pertain to October 1, 2017 through September 30, 2018.

9. Surgical Operating Rooms, Procedure Rooms, Gastrointestinal Endoscopy Rooms, Surgical and Non-Surgical Cases and Procedures

NOTE: If this License includes more than one campus, please copy pages 11-13 (through Section 9-g) for each site. Submit the Cumulative Totals and submit a duplicate of pages 11-13 for each campus.

Campus – if multiple sites: NA

a) Surgical Operating Rooms

A Surgical Operating Room is defined as a room “used for the performance of surgical procedures requiring one or more incisions and that is required to comply with all applicable licensure codes and standards for an operating room” (G.S. §131E-146(1c)). These surgical operating rooms include rooms located in both Obstetrics and surgical suites.

Type of Room	Number of Rooms
Dedicated Open Heart Surgery	0
Dedicated C-Section	1
Other Dedicated Inpatient Surgery (<i>Do not include dedicated Open Heart or C-Section rooms</i>)	0
Dedicated Ambulatory Surgery	0
Shared - Inpatient / Ambulatory Surgery	4 <i>does not include cysto →</i>
Total of Surgical Operating Rooms	5 <i>+1 cysto</i>

Of the Total of Surgical Operating Rooms, above, how many are equipped with advanced medical imaging devices (excluding mobile C-arms) or radiation equipment for the performance of endovascular, cardiovascular, neuro-interventional procedures, and/or intraoperative cancer treatments? Your facility may or may not refer to such rooms as “hybrid ORs.”	0
--	---

b) Gastrointestinal Endoscopy Rooms, Procedures, and Cases

Report the number of Gastrointestinal Endoscopy rooms and the Endoscopy cases and procedures performed during the reporting period, in GI Endoscopy Rooms and in any other location.

Total Number of Licensed Gastrointestinal Endoscopy Rooms: 2

GI Endoscopies*	PROCEDURES		CASES		TOTAL CASES
	Inpatient	Outpatient	Inpatient	Outpatient	
Performed in Licensed GI Endoscopy Rooms	220	1,787	202	1,473	1,875
NOT Performed in Licensed GI Endoscopy Rooms	3	0	3	0	3
TOTAL CASES –must match total reported on Page 27 (Patient Origin – GI Endoscopy Cases) →					1,878

*As defined in 10A NCAC 14C .3901 “ ‘Gastrointestinal (GI) endoscopy procedure’ means a single procedure, identified by CPT code or [ICD-10-PCS] procedure code, performed on a patient during a single visit to the facility for diagnostic or therapeutic purposes.”

c) Procedure Rooms (Excluding Operating Rooms and Gastrointestinal Endoscopy Rooms)

Report rooms, which are not licensed as operating rooms or GI endoscopy rooms, but that are used for performance of surgical procedures other than Gastrointestinal Endoscopy procedures.

Total Number of Procedure Rooms: 1

All responses should pertain to October 1, 2017 through September 30, 2018.

Campus – if multiple sites: NA

d) Non-Surgical Cases by Category

Enter the number of non-surgical cases by category in the table below. Count each patient undergoing a procedure or procedures as one case regardless of the number of non-surgical procedures performed. Categorize each case into one non-surgical category – the total number of non-surgical cases is an unduplicated count of non-surgical cases. **Count all non-surgical cases, including cases receiving services in operating rooms or in any other location.**

Non-Surgical Category	Inpatient Cases	Ambulatory Cases
Endoscopies OTHER THAN GI Endoscopies	Ø	Ø
Performed in Licensed GI Endoscopy Rooms		
NOT Performed in Licensed GI Endoscopy Rooms		
Other Non-Surgical Cases		
Pain Management	Ø	Ø
Cystoscopy	Ø	2
YAG Laser	Ø	60
Other (specify)		

e) Surgical Cases by Specialty Area

Enter the number of surgical cases performed in licensed operating rooms only, by surgical specialty area. Count each patient undergoing surgery as one case regardless of the number of surgical procedures performed while the patient was having surgery. Categorize each case into one specialty area – the total number of surgical cases is an unduplicated count of surgical cases. **Count all surgical cases performed only in licensed operating rooms. The total number of surgical cases should match the total number of patients listed in the Patient Origin Tables on pages 28 and 29.**

Surgical Specialty Area	Inpatient Cases	Ambulatory Cases
Cardiothoracic (excluding Open Heart Surgery) <i>pacemaker</i>	4	1
Open Heart Surgery (from 8.(a) 4. on page 9)	Ø	
General Surgery	405	451
Neurosurgery	Ø	Ø
Obstetrics and GYN (excluding C-Sections)	28	116
Ophthalmology	Ø	548
Oral Surgery/Dental	Ø	3
Orthopedics	312	617
Otolaryngology	15	431
Plastic Surgery	Ø	Ø
Podiatry	13	45
Urology	44	593
Vascular	Ø	9
Other Surgeries (specify)		
Number of C-Sections Performed in Dedicated C-Section ORs	91	
Number of C-Sections Performed in Other ORs	Ø	
Total Surgical Cases Performed Only in Licensed ORs	912	2,814

f) Number of surgical procedures performed in unlicensed Procedure Rooms: 6

All responses should pertain to October 1, 2017 through September 30, 2018.

Campus – if multiple sites: _____

For questions regarding this page, please contact Healthcare Planning at 919-855-3865.

g. Average Operating Room Availability and Average Case Times

Based on **your facility's** experience, please complete the table below by showing the averages for all licensed operating rooms in your facility. Healthcare Planning uses this data in the operating room need methodology. **Average case times should be calculated, not estimated.** When reporting case times, be sure to include set-up and clean-up times.

Average Hours per Day Routinely Scheduled for Use Per Room*	Average Number of Days per Year Routinely Scheduled for Use	Average Case Time ** in Minutes for Inpatient Cases	Average Case Time ** in Minutes for Ambulatory Cases
8	260	79 min.	55 min.

* Use only Hours per Day **routinely** scheduled when determining the answer. Example:

A facility has 3 ORs: 2 are routinely scheduled for use 8 hours per day, and 1 is routinely scheduled for use 9 hours per day.

2 rooms	x	8 hours	=	16 hours	
1 room	x	9 hours	=	9 hours	
Total hours per day				25 hours	

25 hours divided by 3 ORs
 = **8.3 Average Hours per day**
Routinely Scheduled for Use Per Room

4 rooms X 8 hours = 32 hours / day

** **Case Time = Time from Room Set-up Start to Room Clean-up Finish.** Definition 2.4 from the "Procedural Times Glossary" of the AACD, as approved by ASA, ACS, and AORN. *NOTE: This definition includes all of the time for which a given procedure requires an OR. It allows for the different duration of Room Set-up and Room Clean-up Times that occur because of the varying supply and equipment needs for a particular procedure.*

All responses should pertain to October 1, 2017 through September 30, 2018.

For questions regarding this page, please contact Healthcare Planning at 919-855-3865.

h. Definition of Health System for Operating Room Need Determination Methodology

Submit one record for the licensed hospital. **DO NOT SUBMIT SEPARATE RECORDS FOR EACH CAMPUS.**

The Operating Room need determination methodology uses the following definition of "health system" that differs from the definition on page 4 of the License Renewal Application. (Note that for most facilities, the health system entered here will be the same health system entered on page 4, but it may not be. Please read this definition carefully.)

A "health system" includes all licensed health service facilities located in the same county that are owned or leased by:

1. the same legal entity (i.e., the same individual, trust or estate, partnership, corporation, hospital authority, or the State or political subdivision, agency or instrumentality of the State); or
2. the same parent corporation or holding company; or
3. a subsidiary of the same parent corporation or holding company; or
4. a joint venture in which the same parent, holding company, or a subsidiary of the same parent or holding company is a participant and has the authority to propose changes in the location or number of ORs in the health service facility.

A health system consists of one or more health service facilities.

Based on the above definition, is this facility in a health system? Yes No

If so, name of health system: _____

All responses should pertain to October 1, 2017 through September 30, 2018.

i. 20 Most Common Outpatient Surgical Cases - Enter the number of surgical cases performed only in licensed operating rooms and / or licensed endoscopy room by the top 20 most common outpatient surgical cases in the table below by CPT code. Count each patient undergoing surgery as one case regardless of the number of surgical procedures performed while the patient was having surgery. Submit one record for the licensed hospital. **DO NOT SUBMIT SEPARATE RECORDS FOR EACH CAMPUS.**

CPT Code	Description	Cases
29827	Arthroscopy, shoulder, surgical; with rotator cuff repair	9
29880	Arthroscopy, knee, surgical; with meniscectomy (medial and lateral, including any meniscal shaving) including debridement/shaving of articular cartilage (chondroplasty), same or separate compartment(s), when performed	30
29881	Arthroscopy, knee, surgical; with meniscectomy (medial or lateral, including any meniscal shaving) including debridement/shaving of articular cartilage (chondroplasty), same or separate compartment(s), when performed	72
42820	Tonsillectomy and adenoidectomy; younger than age 12	51
42830	Adenoidectomy, primary; younger than age 12	29
43235	Upper gastrointestinal endoscopy including esophagus, stomach, and either the duodenum and/or jejunum as appropriate; diagnostic, with or without collection of specimen(s) by brushing or washing (separate procedure)	193
43239	Upper gastrointestinal endoscopy including esophagus, stomach, and either the duodenum and/or jejunum as appropriate; with biopsy, single or multiple	303
43248	Upper gastrointestinal endoscopy including esophagus, stomach, and either the duodenum and/or jejunum as appropriate; with insertion of guide wire followed by dilation of esophagus over guide wire	55
43249	Upper gastrointestinal endoscopy including esophagus, stomach, and either the duodenum and/or jejunum as appropriate; with balloon dilation of esophagus (less than 30 mm diameter)	24
45378	Colonoscopy, flexible, proximal to splenic flexure; diagnostic, with or without collection of specimen(s) by brushing or washing, with or without colon decompression (separate procedure)	97
45380	Colonoscopy, flexible, proximal to splenic flexure; with biopsy, single or multiple	406
45384	Colonoscopy, flexible, proximal to splenic flexure; with removal of tumor(s), polyp(s), or other lesion(s) by hot biopsy forceps or bipolar cautery	84
45385	Colonoscopy, flexible, proximal to splenic flexure; with removal of tumor(s), polyp(s), or other lesion(s) by snare technique	328
62311	Injection(s), of diagnostic or therapeutic substance(s) (including anesthetic, antispasmodic, opioid, steroid, other solution), not including neurolytic substances, including needle or catheter placement, includes contrast for localization when performed, epidural or subarachnoid; lumbar or sacral (caudal)	Ø
64483	Injection(s), anesthetic agent and/or steroid, transforaminal epidural, with imaging guidance (fluoroscopy or computed tomography); lumbar or sacral, single level	Ø
64721	Neuroplasty and/or transposition; median nerve at carpal tunnel	75
66821	Discission of secondary membranous cataract (opacified posterior lens capsule and/or anterior hyaloid); laser surgery (e.g., YAG laser) (one or more stages)	51
66982	Extracapsular cataract removal with insertion of intraocular lens prosthesis (one stage procedure), manual or mechanical technique (e.g., irrigation and aspiration or phacoemulsification), complex, requiring devices or techniques not generally used in routine cataract surgery (e.g., iris expansion device, suture support for intraocular lens, or primary posterior capsulorrhexis) or performed on patients in the amblyogenic developmental stage	48
66984	Extracapsular cataract removal with insertion of intraocular lens prosthesis (stage one procedure), manual or mechanical technique (e.g., irrigation and aspiration or phacoemulsification)	485
69436	Tympanostomy (requiring insertion of ventilating tube), general anesthesia	91

All responses should pertain to October 1, 2017 through September 30, 2018.

10. Imaging Procedures

a. 20 Most Common Outpatient Imaging Procedures

Enter the number of the top 20 common imaging procedures performed in the ambulatory setting or outpatient department in the table below by CPT code. Submit one record for the licensed hospital. **DO NOT SUBMIT SEPARATE RECORDS FOR EACH CAMPUS.**

CPT Code	Description	Procedures
70450	Computed tomography, head or brain; without contrast material	4,006
70486	Computed tomography, facial bone; without contrast material	435
70551	Magnetic resonance (e.g., proton) imaging, brain (including brain stem); without contrast material	232
70553	Magnetic resonance (e.g., proton) imaging, brain (including brain stem); without contrast material followed by contrast material(s) and further sequences	180
71020	Radiologic examination, chest; two views, frontal and lateral	3,671
71250	Computed tomography, thorax; without contrast material(s)	834
71260	Computed tomography, thorax; with contrast material(s)	674
71275	Computed tomographic angiography, chest (noncoronary), with contrast material(s), including noncontrast images, if performed, and image postprocessing	1,387
72100	Radiologic examination, spine, lumbosacral; two or three views	1,370
72110	Radiologic examination, spine, lumbosacral; minimum of four views	25
72125	Computed tomography, cervical spine; without contrast material	1,062
72141	Magnetic resonance (e.g., proton) imaging, spine cervical without contrast material	252
72148	Magnetic resonance (e.g., proton) imaging, spine lumbar without contrast material	514
73221	Magnetic resonance (e.g., proton) imaging, upper joint (e.g. shoulder, elbow, wrist) extremity without contrast material	301
73630	Radiologic examination, foot; complete, minimum of three views	1,009
73721	Magnetic resonance (e.g., proton) imaging, lower joint (e.g. knee, ankle, mid-hind foot, hip) extremity without contrast material	365
74000	Radiologic examination, abdomen; single anteroposterior view	719
74176	Computed tomography, abdomen and pelvis; without contrast material	2,241
74177	Computed tomography, abdomen and pelvis; with contrast material(s)	3,565
74178	Computed tomography, abdomen and pelvis; with contrast material(s) followed by contrast material	77

All responses should pertain to October 1, 2017 through September 30, 2018.

Instructions for Hospitals with multiple campuses: For MRI Services, (Sections 10b-10e, pp 17-18), do not provide cumulative/combined data for all campuses. Provide data for individual campuses only.

b. MRI Procedures

Indicate the number of procedures performed on MRI scanners (units) operated during the 12-month reporting period at your facility. For hospitals that use equipment at multiple sites/campuses, please copy the MRI pages and provide separate data for each site/campus. **Campus – if multiple sites:** _____

Procedures	Inpatient Procedures*			Outpatient Procedures*			TOTAL Procedures
	With Contrast or Sedation	Without Contrast or Sedation	TOTAL Inpatient	With Contrast or Sedation	Without Contrast or Sedation	TOTAL Outpatient	
Fixed	79	381	460	459	1,754	2,213	2,673
Mobile (performed only at this site)	—	—	—	—	—	—	—
TOTAL**	79	381	460	459	1,754	2,213	2,673

* An MRI procedure is defined as a single discrete MRI study of one patient (single CPT-coded procedure). An MRI study means one or more scans relative to a single diagnosis or symptom.

** Totals must be greater than or equal to the totals in the MRI Patient Origin Table on page 30 of this application.

Note: Healthcare Planning and Certificate of Need may request CPT codes for MRI procedures if further clarification is needed.

c. Fixed MRI Scanners

Indicate the number of MRI scanners (units) operated during the 12-month reporting period at your facility. For hospitals that operate medical equipment at multiple sites/campuses, please copy the MRI pages and provide separate data for each site/campus. **Campus – if multiple sites:** 1 (one)

Fixed Scanners	Number of Units
Number of fixed MRI scanners-closed, including open-bore scanners (do not include any Policy AC-3 scanners)	1
Number of fixed MRI scanners-open (do not include any Policy AC-3 scanners)	—
Number of Policy AC-3 MRI scanners used for general clinical purposes	—
Total Fixed MRI Scanners	1

Number of grandfathered fixed MRI scanners on this campus: _____

For questions, please contact Healthcare Planning and Certificate of Need at 919-855-3873.

CON Project ID numbers for all other fixed MRI scanners on this campus: G-6569-01
FID # 95376

All responses should pertain to October 1, 2017 through September 30, 2018.

d. Mobile MRI Services Campus – if multiple sites: _____

During the reporting period,

1. Did the facility own one or more mobile MRI scanners? ___ Yes No

If Yes, how many? _____ Of these, how many are grandfathered? _____
 CON Project ID numbers for non-grandfathered mobile scanners owned by facility:

Did the facility contract for mobile MRI services? ___ Yes No

If Yes, name of mobile vendor: _____

e. Other MRI NA

Patients served on units listed in the next table should not be included in the MRI Patient Origin Table on page 30 of this application. For hospitals that operate medical equipment at multiple sites/campuses, please copy the MRI pages and provide separate data for each site/campus.

Campus – if multiple sites: _____

Other Scanners	Units	Inpatient Procedures*			Outpatient Procedures*			TOTAL Procedures
		With Contrast or Sedation	Without Contrast or Sedation	TOTAL Inpatient	With Contrast or Sedation	Without Contrast or Sedation	TOTAL Outpatient	
Other Human Research MRI scanners	_____	_____	_____	_____	_____	_____	_____	_____
Intraoperative MRI (iMRI)	_____	_____	_____	_____	_____	_____	_____	_____

* An MRI procedure is defined as a single discrete MRI study of one patient (single CPT coded procedure). An MRI study means one or more scans relative to a single diagnosis or symptom.

f. Computed Tomography (CT). Campus – if multiple sites: _____

How many fixed CT scanners does the hospital have? 2

Does the hospital contract for mobile CT scanner services? ___ Yes No

If yes, identify the mobile CT vendor _____

Complete the following table for fixed and mobile CT scanners.

	Type of CT Scan	FIXED CT Scanner # of Scans	MOBILE CT Scanner # of Scans
1	Head without contrast	5,889	
2	Head with contrast	89	
3	Head without and with contrast	198	
4	Body without contrast	7,363	
5	Body with contrast	5,627	
6	Body without contrast and with contrast	2,952	
7	Biopsy in addition to body scan with or without contrast	0	
8	Abscess drainage in addition to body scan with or without contrast	0	
	Total	22,118	

All responses should pertain to October 1, 2017 through September 30, 2018.

g. Positron Emission Tomography (PET). Campus – if multiple sites: _____

	Number of Units	Number of Procedures*		
		Inpatient	Outpatient	Total
Dedicated Fixed PET Scanner				
Mobile PET Scanner	1		122	122
PET pursuant to Policy AC-3				
Other PET Scanners used for Human Research only				

* PET procedure means a single discrete study of one patient involving one or more PET scans. PET scan means an image-scanning sequence derived from a single administration of a PET radiopharmaceutical, equated with a single injection of the tracer. One or more PET scans comprise a PET procedure. The number of PET procedures in this table should match the number of patients reported on the PET Patient Origin Table on page 31.

For questions, please contact Healthcare Planning and Certificate of Need at 919-855-3873.

CON Project ID numbers for all non-grandfathered fixed PET scanners on this campus: _____

Does the hospital own a mobile PET scanner that performed procedures on this campus? ___ Yes No

If Yes, enter the CON Project ID number(s) for the mobile scanner(s): _____

If No, name of Mobile PET Provider, if any: Alliance Healthcare Services, Inc.

h. Other Imaging Equipment. Campus – if multiple sites: _____

	Number of Units	Number of Procedures		
		Inpatient	Outpatient	Total
Ultrasound equipment	6	2,809	2,749	11,558
Mammography equipment	2	0	9,713	9,713
Bone Density Equipment	3	0	1,227	1,227
Fixed X-ray Equipment (excluding fluoroscopic)	6	7,847	34,997	42,844
Fixed Fluoroscopic X-ray Equipment	3	298	1,098	1,396
Special Procedures/ Angiography Equipment (neuro & vascular, but not including cardiac cath.)	0	0	0	0
Coincidence Camera	0	0	0	0
Mobile Coincidence Camera. Vendor:	0	0	0	0
SPECT	2	496	473	969 (969) ²⁰
Mobile SPECT. Vendor:	0	0	0	0
Gamma Camera	2	included under SPECT - same "2" units		
Mobile Gamma Camera. Vendor:	0	0	0	0
Proton Therapy equipment	0	0	0	0

i. Lithotripsy. Campus – if multiple sites: _____

	Number of Units	Number of Procedures			Lithotripsy Vendor/Owner
		Inpatient	Outpatient	Total	
Fixed					Piedmont Stone Center
Mobile	1		36	36	

All responses should pertain to October 1, 2017 through September 30, 2018.

NA

11. Linear Accelerator Treatment Data (including Cyberknife® & Similar Equipment)

Campus – if multiple sites: _____

CPT Code	Description	# of Procedures
Simple Treatment Delivery		
77401	Radiation treatment delivery	
77402	Radiation treatment delivery (<=5 MeV)	
77403	Radiation treatment delivery (6-10 MeV)	
77404	Radiation treatment delivery (11-19 MeV)	
77406	Radiation treatment delivery (>=20 MeV)	
Intermediate Treatment Delivery		
77407	Radiation treatment delivery (<=5 MeV)	
77408	Radiation treatment delivery (6-10 MeV)	
77409	Radiation treatment delivery (11-19 MeV)	
77411	Radiation treatment delivery (>=20 MeV)	
Complex Treatment Delivery		
77412	Radiation treatment delivery (<=5 MeV)	
77413	Radiation treatment delivery (6-10 MeV)	
77414	Radiation treatment delivery (11-19 MeV)	
77416	Radiation treatment delivery (>= 20 MeV)	
Other Treatment Delivery Not Included Above		
77418	Intensity modulated radiation treatment (IMRT) delivery and/or CPT codes 77385 and/or 77386 and/or G6015	
77372	Radiation treatment delivery, stereotactic radiosurgery (SRS), complete course of treatment of cranial lesion(s) consisting of 1 session; linear accelerator	
77373	Stereotactic body radiation therapy, treatment delivery, per fraction to 1 or more lesions, including image guidance, entire course not to exceed 5 fractions	
G0339	(Image-guided) robotic linear accelerator-based stereotactic radiosurgery in one session or first fraction	
G0340	(Image-guided) robotic linear accelerator-based stereotactic radiosurgery, fractionated treatment, 2nd-5th fraction	
	Intraoperative radiation therapy (conducted by bringing the anesthetized patient down to the LINAC)	
	Pediatric Patient under anesthesia	
	Limb salvage irradiation	
	Hemibody irradiation	
	Total body irradiation	
Imaging Procedures Not Included Above		
77417	Additional field check radiographs	
Total Procedures – Linear Accelerators		
Gamma Knife® Procedures		
77371	Radiation treatment delivery, stereotactic radiosurgery (SRS), complete course of treatment of cranial lesion(s) consisting of one session; multisource Cobalt 60 based (Gamma Knife®)	
Total Procedures – Gamma Knife®		

All responses should pertain to October 1, 2017 through September 30, 2018.

NA

11. Linear Accelerator Treatment Data *continued*

Campus – if multiple sites: _____

- a. Number of patients who received a course of radiation oncology treatments on linear accelerators (not the Gamma Knife®). Patients shall be counted once if they receive one course of treatment and more if they receive additional courses of treatment. For example, one patient who receives one course of treatment counts as one, and one patient who receives three courses of treatment counts as three

Number of Patients _____

(This number should match the number of patients reported in the Linear Accelerator Patient Origin Table on page 32.)

- b. TOTAL number of Linear Accelerators: _____

Of the TOTAL above,

Number of Linear Accelerators configured for
stereotactic radiosurgery: _____

Number of **CyberKnife®** Systems: _____

Number of **other specialized linear accelerators:** _____

- c. Number of **Gamma Knife®** units _____

- d. Number of **treatment simulators** _____

(“machine that produces high quality diagnostic radiographs and precisely reproduces the geometric relationships of megavoltage radiation therapy equipment to the patient.”(GS 131E-176(24b)))

- e. Number of grandfathered Linear Accelerators _____

For questions, please contact Healthcare Planning and Certificate of Need at 919-855-3873.

- f. CON Project ID numbers for all non-grandfathered Linear Accelerators: _____

All responses should pertain to October 1, 2017 through September 30, 2018.

12. Additional Services: Submit one record for the licensed hospital. **DO NOT SUBMIT SEPARATE RECORDS FOR EACH CAMPUS.**

a. Check each Service provided: (for dialysis stations, show number of stations)

- | | | | |
|---------------------------------------|-------------------------------------|-----------------------------------|--------------------------|
| 1. Cardiac Rehab Program (Outpatient) | <input checked="" type="checkbox"/> | 5. Rehabilitation Outpatient Unit | <input type="checkbox"/> |
| 2. Chemotherapy | <input type="checkbox"/> | 6. Podiatric Services | <input type="checkbox"/> |
| 3. Clinical Psychology Services | <input type="checkbox"/> | 7. Genetic Counseling Service | <input type="checkbox"/> |
| 4. Dental Services | <input type="checkbox"/> | 8. Inpatient Dialysis Services | <input type="checkbox"/> |

If number 8 is checked, enter number of dialysis stations: _____

b. Hospice Inpatient Unit Data: *NA*

Hospital-based hospice units with licensed hospice beds. List each county served and report all patients by county of residence. Use each patient's age on the admission day to the Licensed Hospice Inpatient Unit. For age categories count each inpatient client only once.

County of Residence	Age 0-17	Age 18-40	Age 41-59	Age 60-64	Age 65-74	Age 75-84	Age 85+	Total Patients Served	Total Days of Care	Deaths
Out of State										
Total All Ages										

NA

c. Psychiatric and Substance Use Disorder Units

- If the psychiatric unit has a different name from the hospital, please indicate:

- If address is different from the hospital, please indicate:

- Director of the above services.

All responses should pertain to **October 1, 2017 through September 30, 2018.**

Indicate the Location of Services in the **Service Categories** charts below. If it is in the hospital, include the room number(s). If it is located at another site, include the building name, program/unit name and address.

NA

Service Categories: All applicants must complete the following table for all mental health services which are to be provided by the facility. If the service is not offered, leave the spaces blank.

Psychiatric Services

Rule 10A NCAC 27G Licensure Rules for Mental Health Facilities	Location of Services	Beds Assigned by Age					
		< 6	6-12	13-17	Total 0-17	18 & up	Total Beds
.1100 Partial hospitalization for individuals who are acutely mentally ill.							
.1200 Psychosocial rehabilitation facilities for individuals with severe and persistent mental illness							
.1300 Residential treatment facilities for children and adolescents who are emotionally disturbed or have a mental illness							
.1400 Day treatment for children and adolescents with emotional or behavioral disturbances							
.1500 Intensive residential treatment facilities for children & adolescents who are emotionally disturbed or who have a mental illness							
.5000 Facility Based Crisis Center							

Rule 10A NCAC 13B Licensure Rules Mental Health	Location of Services	Beds Assigned by Age					
		< 6	6-12	13-17	Total 0-17	18 & up	Total Beds
.5200 Dedicated inpatient unit for individuals who have mental disorders							

All responses should pertain to October 1, 2017 through September 30, 2018.

NA
Substance Use Disorder Services

Rule 10A NCAC 27G Licensure Rules for Substance Abuse Facilities	Location of Services	Beds Assigned by Age					
		< 6	6-12	13-17	Total 0-17	18 & up	Total Beds
.3100 Nonhospital medical detoxification for individuals who are substance abusers							
.3200 Social setting detoxification for substance abusers							
.3300 Outpatient detoxification for substance abusers							
.3400 Residential treatment/rehabilitation for individuals with substance abuse disorders							
.3500 Outpatient facilities for individuals with substance abuse disorders							
.3600 Outpatient narcotic addiction treatment							
.3700 Day treatment facilities for individuals with substance abuse disorders							

Rule 10A NCAC 13B Licensure Rules for Hospitals	Location of Services	Beds Assigned by Age					
		< 6	6-12	13-17	Total 0-17	18 & up	Total Beds
.5200 Dedicated inpatient hospital unit for individuals who have substance use disorders							

All responses should pertain to October 1, 2017 through September 30, 2018.

Patient Origin - General Acute Care Inpatient Services

In an effort to document patterns of utilization of General Acute Care Inpatient Services in North Carolina hospitals, please provide the county of residence for each patient admission to your facility. Submit one record for the licensed hospital. **DO NOT SUBMIT SEPARATE RECORDS FOR EACH CAMPUS.**

Must match number of admissions on page 5, Section B-1.

County	No. of Admissions	County	No. of Admissions	County	No. of Admissions
1. Alamance	1	37. Gates		73. Person	1
2. Alexander		38. Graham		74. Pitt	
3. Alleghany		39. Granville		75. Polk	
4. Anson		40. Greene		76. Randolph	1
5. Ashe		41. Guilford	4	77. Richmond	
6. Avery		42. Halifax	1	78. Robeson	
7. Beaufort		43. Harnett		79. Rockingham	2
8. Bertie		44. Haywood		80. Rowan	2
9. Bladen		45. Henderson		81. Rutherford	
10. Brunswick	2	46. Hertford		82. Sampson	
11. Buncombe		47. Hoke		83. Scotland	
12. Burke		48. Hyde		84. Stanly	
13. Cabarrus		49. Iredell		85. Stokes	113
14. Caldwell		50. Jackson		86. Surry	2,903
15. Camden		51. Johnston	1	87. Swain	
16. Carteret		52. Jones	1	88. Transylvania	
17. Caswell		53. Lee		89. Tyrrell	
18. Catawba		54. Lenoir	1	90. Union	1
19. Chatham		55. Lincoln		91. Vance	
20. Cherokee		56. Macon		92. Wake	1
21. Chowan		57. Madison		93. Warren	
22. Clay	2	58. Martin		94. Washington	
23. Cleveland		59. McDowell		95. Watauga	
24. Columbus		60. Mecklenburg	2	96. Wayne	
25. Craven		61. Mitchell		97. Wilkes	8
26. Cumberland		62. Montgomery		98. Wilson	
27. Currituck		63. Moore	1	99. Yadkin	17
28. Dare		64. Nash		100. Yancey	
29. Davidson	5	65. New Hanover			
30. Davie	2	66. Northampton		101. Georgia	3
31. Duplin		67. Onslow	1	102. South Carolina	5
32. Durham		68. Orange		103. Tennessee	1
33. Edgecombe		69. Pamlico		104. Virginia	992
34. Forsyth	25	70. Pasquotank		105. Other States	21
35. Franklin		71. Pender		106. Other	
36. Gaston		72. Perquimans		Total No. of Patients	4,120

All responses should pertain to October 1, 2017 through September 30, 2018.

Patient Origin – Emergency Department Services

In an effort to document patterns of Emergency Department Services in North Carolina hospitals, please provide the county of residence for all patients served in your facility by your Emergency Department.

Submit one record for the licensed hospital. **DO NOT SUBMIT SEPARATE RECORDS FOR EACH CAMPUS.**

The total number of patients from this chart must match the number of Emergency Department visits provided in Section F.(3)(b): Emergency Department Services, Page 8.

County	No. of Patients	County	No. of Patients	County	No. of Patients
1. Alamance	7	37. Gates		73. Person	3
2. Alexander	2	38. Graham		74. Pitt	7
3. Alleghany	60	39. Granville	1	75. Polk	
4. Anson		40. Greene		76. Randolph	13
5. Ashe	5	41. Guilford	46	77. Richmond	1
6. Avery		42. Halifax	1	78. Robeson	5
7. Beaufort		43. Harnett	5	79. Rockingham	25
8. Bertie		44. Haywood	1	80. Rowan	7
9. Bladen	1	45. Henderson		81. Rutherford	5
10. Brunswick	4	46. Hertford		82. Sampson	1
11. Buncombe	9	47. Hoke	1	83. Scotland	1
12. Burke	3	48. Hyde		84. Stanly	3
13. Cabarrus	6	49. Iredell	21	85. Stokes	1,388
14. Caldwell	1	50. Jackson		86. Surry	27,029
15. Camden	2	51. Johnston	4	87. Swain	
16. Carteret	2	52. Jones	8	88. Transylvania	
17. Caswell	2	53. Lee	2	89. Tyrrell	
18. Catawba	17	54. Lenoir	4	90. Union	7
19. Chatham	1	55. Lincoln	5	91. Vance	1
20. Cherokee		56. Macon	1	92. Wake	24
21. Chowan		57. Madison	2	93. Warren	
22. Clay	2	58. Martin		94. Washington	
23. Cleveland	1	59. McDowell		95. Watauga	2
24. Columbus	1	60. Mecklenburg	37	96. Wayne	3
25. Craven	2	61. Mitchell	2	97. Wilkes	55
26. Cumberland	5	62. Montgomery	1	98. Wilson	
27. Currituck		63. Moore	4	99. Yadkin	192 (192) 80
28. Dare		64. Nash	3	100. Yancey	
29. Davidson	36	65. New Hanover	7		
30. Davie	11	66. Northampton		101. Georgia	28
31. Duplin	1	67. Onslow	11	102. South Carolina	64
32. Durham	3	68. Orange	13	103. Tennessee	13
33. Edgecombe	1	69. Pamlico		104. Virginia	6,874
34. Forsyth	234	70. Pasquotank		105. Other States	295
35. Franklin		71. Pender	2	106. Other	
36. Gaston	8	72. Perquimans	1	Total No. of Patients	36,656

All responses should pertain to October 1, 2017 through September 30, 2018.

Patient Origin – Gastrointestinal Endoscopy (GI) Cases

In an effort to document patterns of utilization of Gastrointestinal Endoscopy Services in North Carolina hospitals, please provide the county of residence for each GI Endoscopy patient served in your facility. Count each patient once regardless of the number of procedures performed while the patient was receiving GI Endoscopy Services. However, each admission for GI Endoscopy services should be reported separately. Submit one record for the licensed hospital. **DO NOT SUBMIT SEPARATE RECORDS FOR EACH CAMPUS.**

The Total from this chart should match the total GI Endoscopy cases reported on the “Gastrointestinal Endoscopy Rooms, Procedures, and Cases” table on page 11.

County	No. of Patients	County	No. of Patients	County	No. of Patients
1. Alamance		37. Gates		73. Person	
2. Alexander		38. Graham		74. Pitt	
3. Alleghany	6	39. Granville		75. Polk	
4. Anson		40. Greene		76. Randolph	
5. Ashe		41. Guilford		77. Richmond	
6. Avery		42. Halifax		78. Robeson	
7. Beaufort		43. Harnett		79. Rockingham	3
8. Bertie		44. Haywood		80. Rowan	
9. Bladen		45. Henderson		81. Rutherford	
10. Brunswick		46. Hertford		82. Sampson	
11. Buncombe		47. Hoke		83. Scotland	
12. Burke		48. Hyde		84. Stanly	
13. Cabarrus		49. Iredell	1	85. Stokes	45
14. Caldwell		50. Jackson		86. Surry	1,281
15. Camden		51. Johnston		87. Swain	
16. Carteret		52. Jones	1	88. Transylvania	
17. Caswell		53. Lee		89. Tyrrell	
18. Catawba		54. Lenoir		90. Union	
19. Chatham		55. Lincoln		91. Vance	
20. Cherokee		56. Macon		92. Wake	
21. Chowan		57. Madison		93. Warren	
22. Clay		58. Martin		94. Washington	
23. Cleveland		59. McDowell		95. Watauga	
24. Columbus		60. Mecklenburg		96. Wayne	
25. Craven		61. Mitchell		97. Wilkes	8
26. Cumberland		62. Montgomery		98. Wilson	
27. Currituck		63. Moore		99. Yadkin	10
28. Dare		64. Nash		100. Yancey	
29. Davidson		65. New Hanover			
30. Davie	1	66. Northampton		101. Georgia	
31. Duplin		67. Onslow		102. South Carolina	
32. Durham		68. Orange		103. Tennessee	1
33. Edgecombe		69. Pamlico		104. Virginia	504
34. Forsyth	13	70. Pasquotank		105. Other States	4
35. Franklin		71. Pender		106. Other	
36. Gaston		72. Perquimans		Total No. of Patients	1,878

All responses should pertain to October 1, 2017 through September 30, 2018.

Patient Origin – Inpatient Surgical Cases

In an effort to document patterns of Inpatient utilization of Surgical Services in North Carolina hospitals, please provide the county of residence for each inpatient surgical patient served in your facility. Count each inpatient surgical patient once regardless of the number of surgical procedures performed while the patient was having surgery. However, each admission as an inpatient surgical case should be reported separately. Submit one record for the licensed hospital. **DO NOT SUBMIT SEPARATE RECORDS FOR EACH CAMPUS.**

The Total from this chart should match the Total Inpatient Cases reported on the “Surgical Cases by Specialty Area” table on page 12.

County	No. of Patients	County	No. of Patients	County	No. of Patients
1. Alamance		37. Gates		73. Person	
2. Alexander		38. Graham		74. Pitt	
3. Alleghany	3	39. Granville		75. Polk	
4. Anson		40. Greene		76. Randolph	1
5. Ashe		41. Guilford	1	77. Richmond	
6. Avery		42. Halifax	1	78. Robeson	
7. Beaufort		43. Harnett		79. Rockingham	1
8. Bertie		44. Haywood		80. Rowan	
9. Bladen		45. Henderson		81. Rutherford	
10. Brunswick	1	46. Hertford		82. Sampson	
11. Buncombe		47. Hoke		83. Scotland	
12. Burke		48. Hyde		84. Stanly	
13. Cabarrus		49. Iredell		85. Stokes	28
14. Caldwell		50. Jackson		86. Surry	615
15. Camden		51. Johnston		87. Swain	
16. Carteret		52. Jones		88. Transylvania	
17. Caswell		53. Lee		89. Tyrrell	
18. Catawba		54. Lenoir	1	90. Union	1
19. Chatham		55. Lincoln		91. Vance	
20. Cherokee		56. Macon		92. Wake	1
21. Chowan		57. Madison		93. Warren	
22. Clay		58. Martin		94. Washington	
23. Cleveland		59. McDowell		95. Watauga	
24. Columbus		60. Mecklenburg		96. Wayne	
25. Craven		61. Mitchell		97. Wilkes	2
26. Cumberland		62. Montgomery		98. Wilson	
27. Currituck		63. Moore		99. Yadkin	3
28. Dare		64. Nash		100. Yancey	
29. Davidson	2	65. New Hanover			
30. Davie		66. Northampton		101. Georgia	
31. Duplin		67. Onslow		102. South Carolina	1
32. Durham		68. Orange		103. Tennessee	
33. Edgecombe		69. Pamlico		104. Virginia	243
34. Forsyth	3	70. Pasquotank		105. Other States	4
35. Franklin		71. Pender		106. Other	
36. Gaston		72. Perquimans		Total No. of Patients	912

All responses should pertain to October 1, 2017 through September 30, 2018.

Patient Origin – Ambulatory Surgical Cases

In an effort to document patterns of Ambulatory utilization of Surgical Services in North Carolina hospitals, please provide the county of residence for each ambulatory surgery patient served in your facility. Count each ambulatory patient once regardless of the number of procedures performed while the patient was having surgery. However, each admission as an ambulatory surgery case should be reported separately. Submit one record for the licensed hospital. **DO NOT SUBMIT SEPARATE RECORDS FOR EACH CAMPUS.**

The Total from this chart should match the Total Ambulatory Surgical Cases reported on the “Surgical Cases by Specialty Area” table on page 12.

County	No. of Patients	County	No. of Patients	County	No. of Patients
1. Alamance		37. Gates		73. Person	
2. Alexander	2	38. Graham		74. Pitt	
3. Alleghany	20	39. Granville		75. Polk	
4. Anson		40. Greene		76. Randolph	
5. Ashe	9	41. Guilford		77. Richmond	
6. Avery		42. Halifax		78. Robeson	
7. Beaufort		43. Harnett	1	79. Rockingham	
8. Bertie		44. Haywood		80. Rowan	
9. Bladen		45. Henderson		81. Rutherford	
10. Brunswick		46. Hertford		82. Sampson	
11. Buncombe		47. Hoke		83. Scotland	
12. Burke		48. Hyde		84. Stanly	
13. Cabarrus		49. Iredell	1	85. Stokes	152 (152) 70
14. Caldwell		50. Jackson		86. Surry	1809
15. Camden		51. Johnston		87. Swain	
16. Carteret		52. Jones		88. Transylvania	
17. Caswell		53. Lee		89. Tyrrell	
18. Catawba	1	54. Lenoir		90. Union	
19. Chatham		55. Lincoln		91. Vance	
20. Cherokee		56. Macon		92. Wake	
21. Chowan		57. Madison		93. Warren	
22. Clay		58. Martin		94. Washington	
23. Cleveland		59. McDowell	1	95. Watauga	1
24. Columbus		60. Mecklenburg		96. Wayne	
25. Craven		61. Mitchell		97. Wilkes	32
26. Cumberland		62. Montgomery		98. Wilson	
27. Currituck		63. Moore		99. Yadkin	32
28. Dare		64. Nash		100. Yancey	
29. Davidson	1	65. New Hanover			
30. Davie	1	66. Northampton		101. Georgia	
31. Duplin		67. Onslow		102. South Carolina	
32. Durham		68. Orange		103. Tennessee	
33. Edgecombe		69. Pamlico		104. Virginia	721
34. Forsyth	22	70. Pasquotank		105. Other States	8
35. Franklin		71. Pender		106. Other	
36. Gaston		72. Perquimans		Total No. of Patients	2,814

All responses should pertain to October 1, 2017 through September 30, 2018.

Patient Origin - MRI Services

In an effort to document patterns of utilization of MRI Services in North Carolina, hospitals are asked to provide county of residence for each patient served in your facility. Submit one record for the licensed hospital. **DO NOT SUBMIT SEPARATE RECORDS FOR EACH CAMPUS.**

The total number of patients reported here should be equal to or less than the total number of MRI procedures reported in the "MRI Procedures" table. on page 17.

County	No. of Patients	County	No. of Patients	County	No. of Patients
1. Alamance		37. Gates		73. Person	
2. Alexander		38. Graham		74. Pitt	
3. Alleghany	7	39. Granville		75. Polk	
4. Anson		40. Greene		76. Randolph	
5. Ashe	1	41. Guilford		77. Richmond	
6. Avery		42. Halifax		78. Robeson	
7. Beaufort	1	43. Harnett		79. Rockingham	1
8. Bertie		44. Haywood	1	80. Rowan	2
9. Bladen		45. Henderson		81. Rutherford	
10. Brunswick	1	46. Hertford		82. Sampson	
11. Buncombe		47. Hoke		83. Scotland	
12. Burke		48. Hyde		84. Stanly	
13. Cabarrus		49. Iredell	1	85. Stokes	79
14. Caldwell		50. Jackson		86. Surry	1,686
15. Camden		51. Johnston		87. Swain	
16. Carteret		52. Jones		88. Transylvania	
17. Caswell		53. Lee		89. Tyrrell	
18. Catawba		54. Lenoir		90. Union	
19. Chatham		55. Lincoln		91. Vance	
20. Cherokee		56. Macon		92. Wake	1
21. Chowan		57. Madison		93. Warren	
22. Clay		58. Martin		94. Washington	
23. Cleveland		59. McDowell		95. Watauga	
24. Columbus		60. Mecklenburg		96. Wayne	
25. Craven		61. Mitchell		97. Wilkes	6
26. Cumberland	1	62. Montgomery		98. Wilson	
27. Currituck		63. Moore	1	99. Yadkin	11
28. Dare		64. Nash		100. Yancey	
29. Davidson	1	65. New Hanover			
30. Davie		66. Northampton		101. Georgia	
31. Duplin		67. Onslow		102. South Carolina	
32. Durham		68. Orange		103. Tennessee	
33. Edgecombe		69. Pamlico		104. Virginia	599
34. Forsyth	13	70. Pasquotank		105. Other States	7
35. Franklin		71. Pender		106. Other	
36. Gaston		72. Perquimans		Total No. of Patients	2,420

All responses should pertain to October 1, 2017 through September 30, 2018.

Patient Origin – PET Scanner

In an effort to document patterns of utilization of PET Scanners in North Carolina, hospitals are asked to provide county of residence for each patient served in your facility. This data should only reflect the number of patients, not number of scans and should not include other radiopharmaceutical or supply charge codes. Submit one record for the licensed hospital. **DO NOT SUBMIT SEPARATE RECORDS FOR EACH CAMPUS.**

Please count each patient only once. The number of patients in this table should match the number of PET procedures reported in the “Positron Emission Tomography (PET)” table on page 19.

County	No. of Patients	County	No. of Patients	County	No. of Patients
1. Alamance		37. Gates		73. Person	
2. Alexander		38. Graham		74. Pitt	
3. Alleghany		39. Granville		75. Polk	
4. Anson		40. Greene		76. Randolph	
5. Ashe		41. Guilford		77. Richmond	
6. Avery		42. Halifax		78. Robeson	
7. Beaufort		43. Harnett		79. Rockingham	
8. Bertie		44. Haywood		80. Rowan	
9. Bladen		45. Henderson		81. Rutherford	
10. Brunswick		46. Hertford		82. Sampson	
11. Buncombe		47. Hoke		83. Scotland	
12. Burke		48. Hyde		84. Stanly	
13. Cabarrus		49. Iredell		85. Stokes	2
14. Caldwell		50. Jackson		86. Surry	76
15. Camden		51. Johnston		87. Swain	
16. Carteret		52. Jones		88. Transylvania	
17. Caswell		53. Lee		89. Tyrrell	
18. Catawba		54. Lenoir		90. Union	
19. Chatham		55. Lincoln		91. Vance	
20. Cherokee		56. Macon		92. Wake	
21. Chowan		57. Madison		93. Warren	
22. Clay		58. Martin		94. Washington	
23. Cleveland		59. McDowell		95. Watauga	
24. Columbus		60. Mecklenburg		96. Wayne	
25. Craven		61. Mitchell		97. Wilkes	2
26. Cumberland		62. Montgomery		98. Wilson	
27. Currituck		63. Moore		99. Yadkin	
28. Dare		64. Nash		100. Yancey	
29. Davidson		65. New Hanover			
30. Davie		66. Northampton		101. Georgia	
31. Duplin		67. Onslow		102. South Carolina	
32. Durham		68. Orange		103. Tennessee	
33. Edgecombe		69. Pamlico		104. Virginia	41
34. Forsyth		70. Pasquotank		105. Other States	
35. Franklin		71. Pender		106. Other	
36. Gaston		72. Perquimans		Total No. of Patients	122

All responses should pertain to October 1, 2017 through September 30, 2018.

NA

Patient Origin – Linear Accelerator Treatment

In an effort to document patterns of utilization of linear accelerators in North Carolina, hospitals are asked to provide the county of residence for patients served on linear accelerators in your facility. Report the number of patients who receive radiation oncology treatment on equipment (linear accelerators, CyberKnife®, but not Gamma Knife®) listed in Section 11 of this application. Patients shall be counted once if they receive one course of treatment and more if they receive additional courses of treatment. For example, one patient who receives one course of treatment counts as one, and one patient who receives three courses of treatment counts as three. Submit one record for the licensed hospital. **DO NOT SUBMIT SEPARATE RECORDS FOR EACH CAMPUS.**

The number of patients reported here should match the number of patients reported in Section 11.a. on page 21 of this application.

County	No. of Patients	County	No. of Patients	County	No. of Patients
1. Alamance		37. Gates		73. Person	
2. Alexander		38. Graham		74. Pitt	
3. Alleghany		39. Granville		75. Polk	
4. Anson		40. Greene		76. Randolph	
5. Ashe		41. Guilford		77. Richmond	
6. Avery		42. Halifax		78. Robeson	
7. Beaufort		43. Harnett		79. Rockingham	
8. Bertie		44. Haywood		80. Rowan	
9. Bladen		45. Henderson		81. Rutherford	
10. Brunswick		46. Hertford		82. Sampson	
11. Buncombe		47. Hoke		83. Scotland	
12. Burke		48. Hyde		84. Stanly	
13. Cabarrus		49. Iredell		85. Stokes	
14. Caldwell		50. Jackson		86. Surry	
15. Camden		51. Johnston		87. Swain	
16. Carteret		52. Jones		88. Transylvania	
17. Caswell		53. Lee		89. Tyrrell	
18. Catawba		54. Lenoir		90. Union	
19. Chatham		55. Lincoln		91. Vance	
20. Cherokee		56. Macon		92. Wake	
21. Chowan		57. Madison		93. Warren	
22. Clay		58. Martin		94. Washington	
23. Cleveland		59. McDowell		95. Watauga	
24. Columbus		60. Mecklenburg		96. Wayne	
25. Craven		61. Mitchell		97. Wilkes	
26. Cumberland		62. Montgomery		98. Wilson	
27. Currituck		63. Moore		99. Yadkin	
28. Dare		64. Nash		100. Yancey	
29. Davidson		65. New Hanover			
30. Davie		66. Northampton		101. Georgia	
31. Duplin		67. Onslow		102. South Carolina	
32. Durham		68. Orange		103. Tennessee	
33. Edgecombe		69. Pamlico		104. Virginia	
34. Forsyth		70. Pasquotank		105. Other States	
35. Franklin		71. Pender		106. Other	
36. Gaston		72. Perquimans		Total No. of Patients	

All responses should pertain to October 1, 2017 through September 30, 2018.

NA
Patient Origin - Psychiatric and Substance Use Disorder

Submit one record for the licensed hospital. **DO NOT SUBMIT SEPARATE RECORDS FOR EACH CAMPUS.**

Complete the following table below for inpatient Days of Care for beds reported under Section .5200 on pages 23-24. Days of care reported here must match days of care reported on page 6 (D-4 and D-5).

County of Patient Origin	Psychiatric Treatment Days of Care					Substance Use Disorder Treatment Days of Care				
	Age < 6	Age 6-12	Age 13-17	Age 18 +	Total	Age < 6	Age 6-12	Age 13-17	Age 18 +	Total
<i>Example: Wake</i>		5	8	30	43			10	2	12
1. Alamance										
2. Alexander										
3. Alleghany										
4. Anson										
5. Ashe										
6. Avery										
7. Beaufort										
8. Bertie										
9. Bladen										
10. Brunswick										
11. Buncombe										
12. Burke										
13. Cabarrus										
14. Caldwell										
15. Camden										
16. Carteret										
17. Caswell										
18. Catawba										
19. Chatham										
20. Cherokee										
21. Chowan										
22. Clay										
23. Cleveland										
24. Columbus										
25. Craven										
26. Cumberland										
27. Currituck										
28. Dare										
29. Davidson										
30. Davie										
31. Duplin										
32. Durham										
33. Edgecombe										
34. Forsyth										
35. Franklin										
36. Gaston										
37. Gates										
38. Graham										
39. Granville										
40. Greene										
41. Guilford										
42. Halifax										
43. Harnett										

Continued on next page

All responses should pertain to **October 1, 2017 through September 30, 2018.**

NA

County of Patient Origin	Psychiatric Treatment Days of Care					Substance Use Disorder Treatment Days of Care				
	Age < 6	Age 6-12	Age 13-17	Age 18 +	Total	Age < 6	Age 6-12	Age 13-17	Age 18 +	Total
44. Haywood										
45. Henderson										
46. Hertford										
47. Hoke										
48. Hyde										
49. Iredell										
50. Jackson										
51. Johnston										
52. Jones										
53. Lee										
54. Lenoir										
55. Lincoln										
56. Macon										
57. Madison										
58. Martin										
59. McDowell										
60. Mecklenburg										
61. Mitchell										
62. Montgomery										
63. Moore										
64. Nash										
65. New Hanover										
66. Northampton										
67. Onslow										
68. Orange										
69. Pamlico										
70. Pasquotank										
71. Pender										
72. Perquimans										
73. Person										
74. Pitt										
75. Polk										
76. Randolph										
77. Richmond										
78. Robeson										
79. Rockingham										
80. Rowan										
81. Rutherford										
82. Sampson										
83. Scotland										
84. Stanly										
85. Stokes										
86. Surry										
87. Swain										
88. Transylvania										
89. Tyrrell										
90. Union										
91. Vance										
92. Wake										

Continued on next page

All responses should pertain to October 1, 2017 through September 30, 2018.

NA

County of Patient Origin	Psychiatric Treatment Days of Care					Substance Use Disorder Treatment Days of Care				
	Age < 6	Age 6-12	Age 13-17	Age 18 +	Total	Age < 6	Age 6-12	Age 13-17	Age 18 +	Total
93. Warren										
94. Washington										
95. Watauga										
96. Wayne										
97. Wilkes										
98. Wilson										
99. Yadkin										
100. Yancey										
101. Other States										
102. Other										
TOTAL										

2019 Renewal Application for Hospital:
Northern Hospital of Surry County

License No: **H0184**
Facility ID: **953376**

All responses should pertain to October 1, 2017 through September 30, 2018.

This license renewal application must be completed and submitted to the Acute and Home Care Licensure and Certification Section, Division of Health Service Regulation prior to the issuance of a 2019 hospital license.

AUTHENTICATING SIGNATURE: The undersigned submits application for the year 2019 in accordance with Article 5, Chapter 131E of the General Statutes of North Carolina, and subject to the rules and codes adopted thereunder by the North Carolina Medical Care Commission (10A NCAC 13B), and certifies the accuracy of this information.

Signature: _____

Date: _____

PRINT NAME

OF APPROVING OFFICIAL

Chris A. Lumsden
Chris A. Lumsden

1-16-2019

Please be advised, the license fee must accompany the completed license renewal application and be submitted to the Acute and Home Care Licensure and Certification Section, Division of Health Service Regulation, prior to the issuance of a hospital license.

North Carolina Department of Health and Human Services
Division of Health Service Regulation
Acute and Home Care Licensure and Certification Section
Regular Mail: 1205 Umstead Drive
2712 Mail Service Center
Raleigh, North Carolina 27699-2712
Overnight UPS and FedEx only: 1205 Umstead Drive
Raleigh, North Carolina 27603
Telephone: (919) 855-4620 Fax: (919) 715-3073

For Official Use Only
License # H0184 NF Provider # 345278
FID #: 953376
Hospital: Northern Hospital of Surry County

NURSING CARE FACILITY/UNIT BEDS 2019 Annual Data Supplement to Hospital License Application

To be completed by each hospital reporting Nursing Facility/Unit Beds as part of its total licensed capacity.
A separate form should be completed for each site.

Legal Identity of Applicant: Northern Hospital District of Surry County
(Full legal name of corporation, partnership, individual, or other legal entity owning the enterprise or service.)

Doing Business As (name(s) under which the facility or services are advertised or presented to the public):

PRIMARY: Northern Hospital of Surry County

Other: _____

Other: _____

Facility Mailing Address: P O Box 1101
Mount Airy, NC 27030

Facility Site Address: 830 Rockford St
Mount Airy, NC 27030

County: Surry

Telephone: (336)719-7000 Fax: (336)789-3470

E-mail Address of Administrator: c.lumsden@nhsc.org

National provider identifier (NPI): 1932107547

1. Was this facility in operation throughout the entire 12-month reporting period ending September 30, 2018?
 Yes No

If No, for what period was the facility in operation? _____ / _____ / _____ through _____ / _____ / _____
month/day/year month/day/year

If No, for what reason was the facility not in full operation during this period? _____

2. Was there a change of ownership anytime between October 1, 2017 and September 30, 2018? Yes No

If Yes, what was the date of the change? _____ / _____ / _____

All responses should pertain to October 1, 2017 through September 30, 2018.

PART A **OWNERSHIP DISCLOSURE**

(Please fill in any blanks and make changes where necessary.)

1. What is the name of the legal entity with ownership responsibility and liability?

Owner: Northern Hospital District of Surry County
Street: 830 Rockford St
Mailing: _____
(if different from street)
City: Mt Airy State: NC Zip: 27030
Telephone: (336)719-7101 Fax: (336)789-3470
Senior Officer: Chris A. Lumsden, President/CEO

a. Legal entity is: ___ For Profit X Not For Profit

b. Legal entity is: (check ALL that apply)
 ___ Corporation ___ LLC ___ LLP ___ Partnership
 ___ Proprietorship X Government Unit ___ Religious/Fraternal

c. Does the above entity (partnership, corporation, etc.) lease the building? ___ Yes X No

If Yes, name of building owner:

2. Is the business operated under a management contract? X Yes X No ^{gp}

If Yes, name and address of the management company.

Name: Quorum Health Resources LLC ^{gp}
Street: 105 Continental Place
Mailing: _____
(if different from street)
City: Brentwood State: TN Zip: 37027 ^{gp}
Telephone: (615)371-7979

3. If this business is a subsidiary of another entity, please identify the parent company below:

Name: NA
Street: _____
Mailing: _____
(if different from street)
City: _____
State: _____ Zip: _____
Telephone: () _____ Fax: () _____
Senior Officer: _____

All responses should pertain to October 1, 2017 through September 30, 2018.

PART B OPERATIONS

1. Facility Personnel

a. Administration

Name of the Administrator: ~~Robin Hodgin~~ ^{of} Chris Lumoden
Date Hired As Administrator: 7-23-18 NC License Number: NA

b. Nursing

Name of the Director: Robin Hodgin
Date Hired As D.O.N.: 6-23-1999 NC License Number: 075080

c. Medical Director:

Name of Medical Director: Dr. David Majura
Date Hired as Medical Director: September 2017
Office Address: 5261 Carrollton Pike Suite B
Wood Lawn, Va 24381

2. Is the facility licensed by the Department of Insurance as a CCRC? Yes X No
If yes, please answer all items for #3 and #4.
If no, please proceed to Part C.

3. Some CCRCs have licensed adult care home beds that are not restricted to individuals contracted with the facility.

- a. Do you have unrestricted licensed adult care home beds in your facility? Yes ✓ No
- b. If yes, how many are unrestricted?
- c. If yes, how many unrestricted licensed adult care home beds were occupied on September 30, 2018 by individuals NOT contracted with your facility?

4. Some CCRCs have licensed nursing home beds that are not restricted to individuals contracted with the facility.

- a. Do you have unrestricted nursing home beds in your facility? Yes ✓ No
- b. If yes, how many are unrestricted?
- c. If yes, how many unrestricted licensed nursing home beds were occupied on September 30, 2018 by individuals NOT contracted with your facility?

All responses should pertain to October 1, 2017 through September 30, 2018.

PART C **PATIENT SERVICES**

(Please fill in any blanks and make changes where necessary. Check Yes or No.)

1. Was there a change to the licensed bed capacity between Oct 1, 2017 and Sept 30, 2018? ___ Yes No
 a. If Yes, what was the effective date of the change? ___ / ___ / ___
 b. If Yes, indicate previous number of licensed beds for your nursing home (NH) facility and your adult care home (ACH) facility. ___ NH ___ ACH
 2. Is the facility a Combination Facility, thereby incorporating licensed ACH beds? ___ Yes No

If Yes, indicate which rules the facility chooses to apply to the operation of the ACH BEDS (NH rules, ACH rules or both NH & ACH). If both NH & ACH rules are checked, download an "ACH Rule Choice" checklist from <http://www2.ncdhhs.gov/dhsr/nhlcs/forms.html>. Complete and return with the License Renewal Application. This checklist is found under the heading of 'change of ownership'.

- NH Licensure Rules*
 ACH Licensure Rules

3. Beds By Type (*Must complete Alzheimer's Special Care Unit data supplement sheet)
- | | | |
|--|---------|--|
| a. Nursing Home (NH) Beds | (TOTAL) | <u>33</u> |
| 1. General Nursing Home Beds | | <u>33</u> |
| 2. *Alzheimer's Special Care Unit Beds | | <u>0*</u> |
| 3. Ventilator Beds | | <u>0</u> |
| 4. Traumatic brain injury beds | | <u>0</u> |
| Are you equipped to accommodate bariatric residents? | ___ Yes | <input checked="" type="checkbox"/> No |
| b. Adult Care Home (ACH) Beds | (TOTAL) | <u>0</u> |
| 1. General Adult Care Home Beds | | <u>0</u> |
| 2. * Alzheimer's Special Care Unit Beds | | <u>0*</u> |
| Are you equipped to accommodate bariatric residents? | ___ Yes | <input checked="" type="checkbox"/> No |
| c. Total Licensed Beds | | <u>133</u> |

- d. Total Operational Beds on September 30, 2018 NH 33 ACH 0
 "Operational Beds" means all the licensed beds in the facility that are available for resident/patient use on September 30, 2018. Do not include licensed beds that were not available for use on September 30, 2018 for reasons such as staff shortages, or beds unavailable due to renovations, or second beds located in a room used as a private room. (If you have questions about this item, please call Healthcare Planning at (919) 855-3865.)

4. Nursing Home Bed Certification

a. Number of beds certified for Medicare only (Title 18 only)	<u>0</u>
b. Number of beds dually certified for both Medicare & Medicaid (Title 18/19)	<u>33</u>
c. Number of beds certified for Medicaid only (Title 19 only)	<u>0</u>

All responses should pertain to October 1, 2017 through September 30, 2018.

PART D PATIENT CENSUS

If you have questions about the items on this page, please call Healthcare Planning at (919) 855-3865

Important: Report patient census data for September 30, 2018 only.

1. Number of patients in facility on September 30, 2018

Nursing Home	Adult Care
31	NA

2. a. Statistics on Nursing Home Patients on September 30, 2018 by age groups

	Male	Female
18 - 20 years old	0	0
21 - 34 years old	0	0
35 - 54 years old	0	0
55 - 64 years old	0	0
65 - 74 years old	1	1
75 - 84 years old	1	1
85 years old and older	3	24
Subtotals	5	26
Total (Total = subtotal of males + subtotal of females)	31	

NOTE: Total for Item # 2a must match the number reported in Item # 1 for Nursing Patients.

b. Number of patients in Nursing Home Alzheimer's Special Care Unit beds on September 30, 2018

NA

3. a. Statistics on Adult Care Home Residents on September 30, 2018 by age groups NA

	Male	Female
Under 35		
35 - 64 years old		
65 - 74 years old		
75 - 84 years old		
85 years old and older		
Subtotals		
Total (Total = subtotal of males + subtotal of females)		

NOTE: Total for Item # 3a must match the number reported in Item # 1 for Adult Care Home Residents.

b. Number of residents in Adult Care Home Alzheimer's Special Care Unit beds on September 30, 2018

NA

All responses should pertain to October 1, 2017 through September 30, 2018.

PART E PATIENT UTILIZATION DATA

If you have questions about the items on this page, please call Healthcare Planning at (919) 855-3865

1. Beginning Census, Admissions, Discharges, and Deaths by Level of Care

Complete the chart below for the reporting period of October 1, 2017 through September 30, 2018.

Patients/Residents	Beginning Census	Admissions	Discharges	Deaths	Total*	Totals <u>must</u> match totals reported for Part D: Patient Census, Item # 1 (page 5)
	(Oct. 1, 2017)	(Oct. 1, 2017 - Sept. 30, 2018)	(excluding deaths) (Oct. 1, 2017 - Sept. 30, 2018)	(Oct. 1, 2017 - Sept. 30, 2018)		
(1) NH Patients	32	114	108	7	31	
(2) ACH Residents	NA	NA	NA	NA	NA	

*To calculate: *Beginning Census + Admissions – Discharges – Deaths = Total*

Note: *Beginning Census* is the number of patients in your facility on October 1, 2017.
Admissions is the number of patients admitted from Oct. 1, 2017 through Sept. 30, 2018.
Discharges and *Deaths* are all discharges and deaths from Oct. 1, 2017 through Sept. 30, 2018.

2. Inpatient Days of Care

Complete the charts below for the reporting period of October 1, 2017 through September 30, 2018.

a. Nursing Home (NH)

(1) NH Days reimbursed by Medicare	1,733
(2) NH Days reimbursed by Medicaid	4,358
(3) NH Days reimbursed by Private Pay	4,621
(4) NH Days reimbursed by Other	762
(5) Total { (1) + (2) + (3) + (4) }	11,474

b. Adult Care Home (ACH)

(1) ACH Days reimbursed by Private Pay	
(2) ACH Days reimbursed by County Special Assistance	
(3) ACH Days reimbursed by Other	
(4) Total { (1) + (2) + (3) }	

Figures entered in this column should reflect the number of days of care, not the number of patients nor the amount of dollars reimbursed from each source.

Note: Report inpatient days of care as cumulative totals.

Example: total number of days reimbursed by Medicare for Patient #1 +
 total number of days reimbursed by Medicare for Patient #2 +
 total number of days reimbursed by Medicare for Patient #3 +...

Continue for each patient in the facility and then repeat for all categories in both tables 2a. and 2b.

All responses should pertain to October 1, 2017 through September 30, 2018.

3. Counties of Origin for Nursing Home Patients

For questions regarding this section, please call Healthcare Planning at (919) 855-3865

Please list in Column B the number of nursing home patients, from that county, who were living in the facility on October 1, 2017. In Column C give the total number of additional nursing home patients, from that county, who were admitted between October 1, 2017 and September 30, 2018. Report patients who were not NC residents on lines 101 through 105.

A	B	C	A	B	C	A	B	C
Permanent County of Residence for Individuals Prior to Admission	Living in Facility 10/1/2017	Admitted 10/1/2017-9/30/2018	Permanent County of Residence for Individuals Prior to Admission	Living in Facility 10/1/2017	Admitted 10/1/2017-9/30/2018	Permanent County of Residence for Individuals Prior to Admission	Living in Facility 10/1/2017	Admitted 10/1/2017-9/30/2018
1. Alamance			37. Gates			73. Person		
2. Alexander			38. Graham			74. Pitt		
3. Alleghany			39. Granville			75. Polk		
4. Anson			40. Greene			76. Randolph		
5. Ashe			41. Guilford			77. Richmond		
6. Avery			42. Halifax			78. Robeson		
7. Beaufort			43. Harnett			79. Rockingham		
8. Bertie			44. Haywood			80. Rowan		
9. Bladen			45. Henderson			81. Rutherford		
10. Brunswick			46. Hertford			82. Sampson		
11. Buncombe			47. Hoke			83. Scotland		
12. Burke			48. Hyde			84. Stanly		4
13. Cabarrus			49. Iredell			85. Stokes	30	94
14. Caldwell			50. Jackson			86. Surry		
15. Camden			51. Johnston			87. Swain		
16. Carteret			52. Jones			88. Transylvania		
17. Caswell			53. Lee			89. Tyrrell		
18. Catawba			54. Lenoir			90. Union		
19. Chatham			55. Lincoln			91. Vance		
20. Cherokee			56. Macon			92. Wake		
21. Chowan			57. Madison			93. Warren		
22. Clay			58. Martin			94. Washington		
23. Cleveland			59. McDowell			95. Watauga		
24. Columbus			60. Mecklenburg			96. Wayne		
25. Craven			61. Mitchell			97. Wilkes		
26. Cumberland			62. Montgomery			98. Wilson		
27. Currituck			63. Moore			99. Yadkin		
28. Dare			64. Nash			100. Yancey		
29. Davidson			65. New Hanover					
30. Davie			66. Northampton			101. Georgia		
31. Duplin			67. Onslow			102. South Carolina		
32. Durham			68. Orange			103. Tennessee		
33. Edgecombe			69. Pamlico			104. Virginia	1	15
34. Forsyth			70. Pasquotank			105. Other/Unknown	1	1
35. Franklin			71. Pender			Total	32	114
36. Gaston			72. Perquimans					

All responses should pertain to October 1, 2017 through September 30, 2018.

4. Counties of Origin for Adult Care Home Residents

For questions regarding this section, please call Healthcare Planning at (919) 855-3865

Please list in **Column B** the number of adult care home residents, from that county, who were living in the facility on October 1, 2017. In **Column C** give the total number of additional adult care home residents, from that county, who were admitted between October 1, 2017 and September 30, 2018. Report patients who were not NC residents on lines 101 through 105.

A	B	C	A	B	C	A	B	C
Permanent County of Residence for Individuals Prior to Admission	Living in Facility 10/1/2017	Admitted 10/1/2017-9/30/2018	Permanent County of Residence for Individuals Prior to Admission	Living in Facility 10/1/2017	Admitted 10/1/2017-9/30/2018	Permanent County of Residence for Individuals Prior to Admission	Living in Facility 10/1/2017	Admitted 10/1/2017-9/30/2018
1. Alamance			37. Gates			73. Person		
2. Alexander			38. Graham			74. Pitt		
3. Alleghany			39. Granville			75. Polk		
4. Anson			40. Greene			76. Randolph		
5. Ashe			41. Guilford			77. Richmond		
6. Avery			42. Halifax			78. Robeson		
7. Beaufort			43. Harnett			79. Rockingham		
8. Bertie			44. Haywood			80. Rowan		
9. Bladen			45. Henderson			81. Rutherford		
10. Brunswick			46. Hertford			82. Sampson		
11. Buncombe			47. Hoke			83. Scotland		
12. Burke			48. Hyde			84. Stanly		
13. Cabarrus			49. Iredell			85. Stokes		
14. Caldwell			50. Jackson			86. Surry		
15. Camden			51. Johnston			87. Swain		
16. Carteret			52. Jones			88. Transylvania		
17. Caswell			53. Lee			89. Tyrrell		
18. Catawba			54. Lenoir			90. Union		
19. Chatham			55. Lincoln			91. Vance		
20. Cherokee			56. Macon			92. Wake		
21. Chowan			57. Madison			93. Warren		
22. Clay			58. Martin			94. Washington		
23. Cleveland			59. McDowell			95. Watauga		
24. Columbus			60. Mecklenburg			96. Wayne		
25. Craven			61. Mitchell			97. Wilkes		
26. Cumberland			62. Montgomery			98. Wilson		
27. Currituck			63. Moore			99. Yadkin		
28. Dare			64. Nash			100. Yancey		
29. Davidson			65. New Hanover					
30. Davie			66. Northampton			101. Georgia		
31. Duplin			67. Onslow			102. South Carolina		
32. Durham			68. Orange			103. Tennessee		
33. Edgecomba			69. Pamlico			104. Virginia		
34. Forsyth			70. Pasquotank			105. Other/unknown		
35. Franklin			71. Pender			Total		
36. Gaston			72. Perquimans					

All responses should pertain to October 1, 2017 through September 30, 2018.

PART F CURRENT OPERATING STATISTICS

1. Current Per Diem Reimbursement Rates/Charges.

Please state the **CURRENT** (as of the date the application is signed) basic daily charges/rates for residents or patients in your facility in the following categories of care.

For questions please call Certificate of Need (CON) at (919) 855-3873

Private Pay (Usual Customary Charge)	Private Room (1 bed/room)	Semi-Private (2 beds/room)	3 or more beds/room
Nursing Home	\$ 194. ⁰⁰	\$ 0	\$ 0
Adult Care Home	\$	\$	\$
Special Care Unit (specify)	\$	\$	\$
Special Care Unit (specify)	\$	\$	\$

Medicare	Code	Rate
Three most frequent resource utilization group (RUG) codes and rates paid for them	1. RUA	\$ 462.14
	2. RVA	\$ 401.21
	3. RVB	\$ 402.64

Medicaid Nursing Home	Quarterly Rates			
	Oct.-Dec.	Jan.-Mar.	Apr.-June	July-Sept.
	\$ 164.23	\$ 160.79	\$ 164.84	\$ 168.04

Medicaid Nursing Home	Rate
Special Care Unit (specify)	\$ 0
Special Care Unit (specify)	\$ 0

State/County Special Assistance	Rate
Adult Care Home	\$
Special Care Unit (specify)	\$ 0
Special Care Unit (specify)	\$ 0

Please complete only if applicable:

Alzheimer's Special Care Unit-Additional Charge	Rate
Nursing Home	\$ 0
Adult Care Home	\$ 0

All responses should pertain to October 1, 2017 through September 30, 2018.

PART G ADULT CARE HOME – ADDITIONAL INFORMATION

For questions please call Healthcare Planning at (919) 855-3865

1. Please give the number (1, 2, 3, etc.) of adult care home residents currently in facility with a physician's diagnosis of the following:
 - a) Mental Illness (MI) which includes a psychiatric illness but does not include intellectual disability, developmental disability or Alzheimer's Disease/Related Dementia. As defined under NC G.S. 122C-3 (21), 'Mental Illness' means, when applied to an adult, "an illness which lessens the capacity of the individual to use self-control, judgment and discretion in the conduct of his affairs and social relations as to make it necessary or advisable to be under treatment, care, supervision, guidance or control." Mental illnesses include but are not limited to major depression, schizophrenia, bipolar disorder, obsessive compulsive disorder (OCD), panic disorder, post-traumatic stress disorder (PTSD), and borderline personality disorder.
 - b) Intellectual Disability/Developmental disability (ID/DD)
 - c) Alzheimer's Disease or related dementia. If a resident is dually diagnosed, only count the resident once, based on the primary diagnosis.

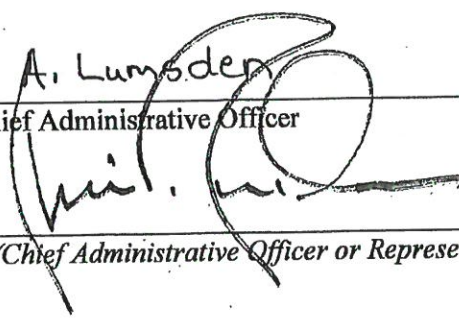
Resident Age - years	MI	ID/DD	Alzheimer's/Related Dementia
18 - 20			
21 - 34			
35 - 54			
55 - 64			
65 - 74			
75 - 84			
85 or older			
TOTAL			

This license renewal application must be completed and submitted with the license fee to the Nursing Home Licensure and Certification Section, Division of Health Service Regulation prior to the issuance of a 2019 nursing home license.

The undersigned submits this application for licensure for the year 2019 (subject to the provision of the Nursing Home Licensure Act, Article 6, Chapter 131E of the General Statutes of North Carolina and to the rules adopted thereunder by the North Carolina Medical Care Commission) and certifies the accuracy of this information.

Chris A. Lumsden
 Name of Chief Administrative Officer

President/CEO
 Title

Signature: 
 (Chief Administrative Officer or Representative)

Date: 1-16-2019