MEMORANDUM OF AGREEMENT
BETWEEN
The Durham Center
And
«Provider_Name»
A DIRECT ENROLLED INDEPENDENT PRACTITIONER OF MH/DD/SA SERVICES FUNDED BY MEDICAID

**Whereas** the NC Division of Medical Assistance (SMA) has established a Program by which The Durham Center may refer Medicaid clients to a group of Practitioners, including Licensed Psychologists (doctorate level), Licensed Psychological Associates (LPA), Licensed Professional Counselors (LPC), Licensed Marriage and Family Therapists (LMFT), Licensed Clinical Social Workers (LCSW) with a masters degree in social work from a school of social, work accredited by the Council of Social Work Education, Nurse Practitioners approved to practice in North Carolina and certified by the American Nurses, Clinical Nurse Specialists certified by the American Nurses Credentialing Center or the American Psychiatric Nurse Association as an advanced practice psychiatric clinical nurse specialist (CNS), Certified Clinical Supervisors (CCS), Certified Clinical Addictions Specialists (CCAS), Licensed Psychologists, Licensed Clinical Social Workers, Nurse Practitioners, and Clinical Nurse Specialists that have been credentialed by DMA, hereafter referred to as “Independent Practitioners”.

**And**

**Whereas** the NC Attorney General for the NC Division of MH/DD/SAS has indicated that having made a referral to an Independent Practitioner, The Durham Center has an important role of insuring an integrated service plan is being delivered to consumers within The Durham Center’s catchment area.

**And**

**Whereas** it is the intention of The Durham Center to establish a Network of Independent Practitioners for consumer choice, and «Provider_Name» is an Independent Practitioner, or group comprised of Independent Practitioners, within the guidelines mentioned above,

**Therefore**, in consideration of the following, and consistent with governing State, Federal and Medicaid rules and regulations, the Parties agree as follows:

**This Agreement** is made between The Durham Center (herein known as the ‘The Durham Center”), and «Provider_Name», (herein known as the "Independent Practitioner"), operating under the laws of North Carolina. By means of this Agreement, the The Durham Center is establishing a relationship with Independent Practitioners of Medicaid covered services. Independent Practitioner will provide mental health, developmental disabilities and substance abuse services to individuals who have chosen Independent Practitioner for such services pursuant to and in compliance with the provisions of this Agreement.

**Article I**

**Responsibilities between Independent Practitioner and The Durham Center.**
1. All clients have the right to access care within the Independent Practitioner Network

2. The Independent Practitioner and The Durham Center shall share information about the client that is relevant to the care of the client in compliance with ASPM45-1 Assurance of Confidentiality Regulations.

The Durham Center 1 «Provider_Name»
3. Any concerns between the parties should follow informal problem resolution steps before involvement at the County or State level. If the client has an existing Clinical Home Provider, the Independent Practitioner and Clinical Home provider should discuss concerns and seek a solution. If this is unsuccessful, or if the client does not have a Clinical Home provider, the Independent Practitioner should submit in writing, the matter to a Care Management representative at The Durham Center. If the matter cannot be resolved in this manner; the Independent Practitioner shall follow The Durham Center’s policy on appeals.

Article II

Responsibilities of Independent Practitioner:

1. If Independent Practitioner’s Medicaid status is revised in any way subsequent to the signing of this Agreement, then Independent Practitioner shall submit all necessary information regarding said change to The Durham Center within 30 days. Independent Practitioner shall also notify The Durham Center within 30 days of any discipline by Independent Practitioner’s professional licensing body, loses or surrenders their professional license/certification or is subject to a professional liability suit or claim.

2. When a Medicaid consumer from the The Durham Center catchment area presents to the Independent Practitioner, the Independent Practitioner does not need to contact The Durham Center for a referral number. Upon full execution of this Agreement, The Durham Center will provide Independent Practitioner with a referral number that can be used for the duration of this Agreement. No further action will be necessary and Independent Practitioner will have all information needed to begin delivery of services and bill DMA directly with said referral number.

3. The Independent Practitioner is responsible for working with the consumer’s Clinical Home worker and treatment team in the planning of services when the consumer is receiving multiple services.

4. The Independent Practitioner is responsible for ensuring 24 Hour emergency coverage for consumers in their care in accordance with their Enrollment Agreement with Medicaid.

5. The Independent Practitioner assumes all fiscal responsibility for billing any services delivered to any consumer and agrees to abide by all applicable Medicaid Requirement for billing, claims, record keeping, etc.

6. The Independent Practitioner agrees to provide The Durham Center with current contact information, proof of insurance, licensure, and updates regarding specialties throughout the terms of this Agreement. Failure to do so may result in a determination of a breach of the Agreement.

Article III

The Responsibility of The Durham Center:

1. When any individual contacts The Durham Center in need of and Independent Practitioner, The Durham Center will provide that individual with the list as it is maintained. Individuals seeking services from the Independent Practitioner do not need to go through The Durham Center’s Screening, Triage and Referral system. The Durham Center assumes no responsibility for errors or omissions regarding licensure or specialty areas on the part of Independent Practitioner.
ARTICLE IV
ADDITIONAL PROVISIONS

Suspension or Debarment. Independent Practitioner certifies by signing this Agreement that neither it nor its agents have been suspended or debarred by any applicable governmental authority from conducting any business or activities contemplated by this Agreement whether under current corporate name or any additional name or former name, including the current or former name of a division department, program or subsidiary.

Liability Insurance. Independent Practitioner, prior to service delivery, shall provide proof of and continuously maintain insurance coverage with a carrier authorized to do business in North Carolina, or maintain equivalent coverage under a self-insurance program that is approved by the North Carolina Department of Insurance.

Independent Practitioner shall acquire and maintain Professional Liability insurance coverage as shall protect the Independent Practitioner from its failure to conform to the professional standard of care required under applicable law and under this Agreement. The limits of liability shall be not less than $1,000,000.00 per occurrence and $3,000,000.00 in the annual aggregate and shall name the LME as an Additional Insured. A signed, in force Certificate of Insurance for such coverage shall be provided to the LME upon execution of this Agreement and throughout the duration of this Agreement as insurance expires.

Certificates of Insurance: The Independent Practitioner agrees to notify the Area Authority by telephone and by providing written notice within five (5) days after receipt of information that the insurance carrier either intends to amend or terminate a policy or has amended or terminated any insurance policy providing the coverage referred to above. If Independent Practitioner changes insurance carriers during the performance period of this Agreement, Independent Practitioner shall provide evidence to the Area Authority within five (5) days.

Health Insurance Portability and Accountability Act (HIPAA). The Independent Practitioner and the The Durham Center shall comply with current HIPAA privacy and security rules and regulations as in effect from time to time and each Party shall provide evidence to the The Durham Center of this compliance upon request as embodied in Attachment B titled Qualified Service Organization and 42 CFR, Part 2. This includes, but is not limited to, the responsibility of each Party to determine when it is exchanging non-treatment-related information with the other Party or with other entities, in order to obtain or perform a business service related to the performance of this Agreement, and to implement a specific business agreement with the other Party or other entity if so.

Confidentiality. Independent Practitioner and The Durham Center shall protect the confidentiality of any and all individuals and will not discuss, transmit, or narrate in any form other information, medical or otherwise, received in the course of providing services hereunder, except as authorized by the individual, his legally responsible person, or as otherwise permitted or required by law. The Independent Practitioner and The Durham Center shall, in addition, meet all confidentiality requirements promulgated by any applicable governmental authority.

Governing Laws. The laws of the State of North Carolina shall govern the validity and interpretation of the provisions, terms, and conditions of this Agreement. Venue over any action arising out of this Agreement shall lie only in the county(s) in The Durham Center’s catchment area.

Entire Agreement; Modification. This Agreement constitutes the entire understanding of the Parties and this Agreement shall not be altered, amended, or modified except by an agreement in writing, properly executed by the duly authorized officials of both Parties.
**Hold Harmless.** The Durham Center and Independent Practitioner agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions. No Party shall have any obligation to indemnify the other, and/or its agents, employees and representatives.

**Compliance with Title VI and VII.** Independent Practitioner shall comply with Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA), and all requirements imposed by Federal regulations, rules, and guidelines issued pursuant to these Titles for both personnel employed and individuals served.

**Independent Contractor.** This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between Independent Practitioner and The Durham Center, their employees, partners, or agents, but rather is an agreement by and among independent contractors; provided this shall not be construed to preclude Independent Practitioner from utilizing service agreements for provision of professional services in place of employment agreements.

**Mergers, Name Changes and Acquisitions and Changes in Ownership or Control.** Independent Practitioner shall be responsible for notification to the Division of Health Service Regulation and to The Durham Center of all such changes when required to do so. Each Party shall promptly notify the other in writing regarding any merger, name change, acquisition of another company, and change in ownership or control. The surviving entity shall be bound by all the terms and conditions of this Agreement. The Durham Center may terminate this Agreement in its discretion if Independent Practitioner is acquired, merged or experiences a change in ownership or control.

**Federal Requirements.** Independent Practitioner shall comply with all governmental requirements applicable to the services being provided and to its operations.

### ARTICLE V

**TERM AND TERMINATION**

**Term:** The term of this Agreement shall begin upon full execution by the parties, and shall renew automatically unless modified or terminated.

**Termination.** This Agreement may be terminated at any time without cause by either The Durham Center or the Independent Practitioner upon ninety (90) days written notice of termination.

**The Durham Center Termination.** The Durham Center may immediately terminate this Agreement for cause. The grounds for termination shall be documented in a detailed writing to Independent Practitioner.

**THE DURHAM CENTER**

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**BY:**

Sarah Grey, LCSW
Director of Service Management
The Durham Center

**Date**

The Durham Center 4 «Provider_Name»
501 Willard Street
Durham, NC 27701
(919) 560-7100

BY: ______________________________ 

Date

__________________________
Print Name Above
«Provider_Name»
«Address»
«City», «State» «Zipcode»
Federal ID#: «Federal_ID_or_SS»
REFERRAL NUMBER # ___________________
Agreement Contact: «First_Name» «Last_Name»
Telephone Number: «Telephone_»