

MEMORANDUM OF AGREEMENT (MOA)

BETWEEN

NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES

**DIVISION OF STATE OPERATED HEALTHCARE FACILITIES -
MURDOCH DEVELOPMENTAL CENTER**

AND

UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

SCHOOL OF MEDICINE – DEPARTMENT OF PSYCHIATRY

MOA #34-26047

ONSITE PSYCHIATRIC SERVICES

This Memorandum of Agreement (MOA) is hereby entered into by and between the North Carolina Department of Health and Human Services (NC DHHS), Division of State Operated Healthcare Facilities (DSOHF), Murdoch Developmental Center (“Division”), and the University of North Carolina (UNC) at Chapel Hill, School of Medicine’s Department of Psychiatry (“Contractor”). Division and Contractor may be referred to collectively as the “Parties”.

The purpose of the agreement is for the Contractor to provide Onsite Psychiatric Services.

1. Agreement Documents: This agreement consists of the following documents, which are incorporated herein by reference:
 - a. Agreement introduction/cover
 - b. Scope of Work
 - c. ATTACHMENT A: PRICING FORM
 - d. ATTACHMENT B: NC CONTRACT TERMS AND CONDITIONS – MEDICAL SERVICES
 - e. ATTACHMENT C: STATE CERTIFICATIONS
 - f. ATTACHMENT D: FEDERAL CERTIFICATIONS
 - g. ATTACHMENT E: CONTRACT ADDENDUM FOR VACCINATION AND INFECTION CONTROL
 - h. ATTACHMENT F: DSOHF VACCINATION POLICY AND ATTESTATION
 - i. ATTACHMENT G: FRAUD, WASTE AND FINANCIAL ABUSE COMPLIANCE
2. Effective Period: The Agreement shall have an initial term of three (3) years, beginning on January 1, 2027 through December 31, 2029. In addition to any optional terms, and with the Contractor’s concurrence, the Division reserves the right to extend an agreement term for a period of up to 180 days in 90-day-or-less increments. The terms and conditions of the Agreement shall be reviewed no more frequently than annually to ensure consistency with fair market value for the services provided and may be amended upon mutual agreement of the parties.
3. Contractor’s Duties: Contractor shall provide the services as described in the scope of work and in accordance with the approved budget. Contractor shall invoice the Division. The standard format for invoicing shall be Single Invoices meaning that the Contractor shall provide a monthly invoice within ten (10) calendar days following the end of each month in which services were performed. At a minimum, the following fields shall be included on all invoices: Contractor’s Billing and Remit to Address, NC Agreement Number, UNC School of Medicine Agreement Number, Date of services and total amount due.

- 4. Division's Duties: The Division shall reimburse the Contractor in the manner and in the amounts specified in the Agreement. The total amount paid by the Division to the Contractor under the Agreement shall not exceed the cost outlined in Attachment A: Pricing.
- 5. Agreement Administrators: All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. If any contact information changes, the Party is to let the other Party know immediately in writing.

For the Division:

MURDOCH DEVELOPMENTAL CENTER AGREEMENT ADMINISTRATOR	
Name:	Ruby Royster, Purchasing Director
Address:	Murdoch Developmental Center 1600 East C Street Butner, NC 27509
PH:	919-575-1131
EMAIL:	ruby.royster@dhhs.nc.gov

For the Contractor:

UNIVERSITY OF NORTH CAROLINA (UNC) AGREEMENT ADMINISTRATOR	
Name:	
Address:	
PH:	
EMAIL:	

- 6. Agreement Managers: Managers will be responsible for corresponding with each other in order to manage the deliverables and reject or accept goods and services. The Agreement Managers will be the first point of contact for any contractual performance concerns or issues. If a resolution is not reached, the Agreement Managers will notify the Agreement Administrators to provide a formal complaint.

For the Division:

MURDOCH DEVELOPMENTAL CENTER AGREEMENT MANAGER	
Name:	Jason Hockaday, Business Manager
Address:	Murdoch Developmental Center 1600 East C Street Butner, NC 27509
PH:	919-575-1102
EMAIL:	jason.hockaday@dhhs.nc.gov

For the Contractor:

UNIVERSITY OF NORTH CAROLINA (UNC) AGREEMENT MANAGER
Name: Address:
PH: EMAIL:

7. Incorporation of Master Agreement: This Agreement is entered into pursuant to, and is governed by, the terms and conditions of the Master Agreement between the parties (dated 15 May 2023), which are incorporated herein by reference. In the event of a conflict between this Agreement and the Master Agreement, the terms of this Agreement shall control solely with respect to the subject matter herein, and the Master Agreement shall otherwise remain in full force and effect.
8. Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

In Witness Whereof, the Contractor and the Division have executed this agreement.

CONTRACTOR – University of North Carolina (UNC), School of Medicine – Department of Psychiatry

Printed Name and Signature

Title and Date

DIVISION - NC DHHS, Division of State Operated Healthcare Facilities – Murdoch Developmental Center

Jason Hockaday

Printed Name and Signature

Business Manager

Title and Date

SCOPE OF WORK

BACKGROUND

Murdoch developmental Center (MDC) must provide psychiatric services for any of the 375 (yearly average) men, women, and children living at MDC who require this service. Federal ICF/IDD regulations, specifically W-322 requires that the Center, “must assure individuals with mental illness are referred to specialists for proper diagnosis and treatment.” In addition, ICF/IDD Regulation W-312 states that, “for any individual who receives psychotropic medications, the psychiatric diagnosis must be based on a comprehensive psychiatric evaluation which supports the psychiatric diagnosis.” Psychiatric services must be provided by psychiatrists, as psychiatric consultations and follow-up are beyond the scope of primary care staff physicians. ICF/IDD regulations require that referral to specialists be available when necessary; and stipulates that there must be “follow-up to recommendations for referrals to specialists when appropriate for specific examinations or evaluations and treatments, and those medical services must be provided to the individual if not provided in-house. There must be a written agreement that specifies the responsibilities of the facility and outside provider.”

A significant number of the men, women, and children who live at MDC have psychiatric diagnosis or behavioral disorder requiring treatment with psychiatric medication(s). In most individuals these problems are life-long, and for many, prevent them from living in less structured or community environments. Many of these individuals would be a danger to themselves or others without continuous supervision and specialized treatment. Without appropriate treatment, these individuals would not be able to participate in activities of daily living or have any hope of community involvement, such as special outings and supported employment. By providing on site psychiatric services, MDC is able to provide individually tailored medication regimens and comprehensive treatment programs to meet the mental health needs of each individual in a timely fashion. Failure to provide this specialized psychiatric consultation could result in standard level deficiencies with resulting funding cuts for the provision of services to individuals who live at MDC.

Murdoch’s Children’s Outpatient Assessment Clinic provides a thorough review and assessment of the complex clinical needs of the children referred. Initially these referrals came from within the North Central Region but as of January 2018, it now accepts referrals from the entire state of North Carolina. The Children’s Assessment Clinic is a coordinated effort between Murdoch’s Professional Services and Health Services departments. The end result of the clinic visit will be the development of a Comprehensive Clinical Assessment that will outline the types of services and supports the person is likely to need in order to obtain/maintain optimal functioning within the home, school, and community environment. Assessment teams will always include a psychiatrist, as well as a physician, psychologist, and social worker, as well as a medication review by a pharmacist. Involved clinicians will be making recommendations based on review of assessment results and historical information/records, observations of and interactions with the child in the clinic setting, and information obtained from family, care providers, and care coordinators.

PROJECT OBJECTIVES

Division will procure the services of Contractor’s licensed Psychiatrist(s) to evaluate and make recommendations for appropriate and medically sound mental health psychiatric treatment including the use of psychotropic medications as indicated. A contractual agreement for Psychiatry with the UNC-CH Department of Psychiatry will ensure that ICF/IDD regulations are met for this specialty medical service, as well as meeting the Center’s goal to provide adequate mental health care to the individuals served. In addition, psychiatry involvement in the outpatient assessment clinic is essential for the provision of comprehensive, collaborative, clinical recommendations that will help children with complex needs maintain community placement.

PROJECT METHODS OR DESIGNS

Licensed physicians who are specialists in the field of Psychiatry (“Psychiatrist”) shall provide Child and Adolescent Outpatient Psychiatric services (the “Services”) through a contractual agreement with Division up to a maximum average of 35 hours per week.

The Psychiatrist(s) will:

- Review pertinent information about each assigned individual, including past medical and psychiatric history;

- Attend and participate in the Neuropsychiatric Behavioral Review (NBR) meetings, which includes evaluation, data analysis, team discussion, and documentation, on at least a quarterly basis for 100% of assigned individuals;
- Evaluate individuals and attend NBR meetings on an urgent or emergent basis if the individual's condition warrants;
- Evaluate the individual and make treatment recommendations based on a full analysis of the available information;
- Ensure the comprehensive NBR note is created on each individual reviewed, following the established Division format, prior to leaving the facility on each workday;
- Contribute to the comprehensive clinical assessment process developed within the Needs Assessment Clinic (i.e. reviewing historical information, meet with the child and family, collaborate with the team to develop pertinent diagnosis and treatment/support recommendations).

Division will (at no cost to the Contractor):

- Schedule the individuals to be evaluated or reviewed by the Psychiatrist;
- Provide the Psychiatrist a list of scheduled appointments and any changes on each scheduled workday;
- Provide a file of relevant psychiatric history for each assigned individual, upon arrival on each scheduled workday;
- Assure that each created note is formatted for charting and submitted to the Psychiatrist for final review, and then route for filing in medical record;
- Provide an office space for the Psychiatrist(s) and necessary resources for the documentation of clinical findings and treatment recommendations;
- Provide referral packet information as soon as possible for all upcoming clinic referrals.

PROJECT EVALUATION

The Division's attending physician or physician extender will be present at the NBR meetings and will have clinical oversight. If a treatment recommendation does not meet the current ICF/IDD regulations or current standards of care, the Division attending physician, physician extender or other professional team members will discuss with the Psychiatrist and the treatment will not be prescribed.

The Health Services office staff will track completion of all assigned psychiatric evaluations, NBR meeting attendance, and created notes/charting on assigned individuals. The MDC Director of Health Services will be notified of any missed sessions or incomplete documentation and will discuss any concerns with the UNC contract psychiatrists, or the chair of the UNC-CH Department of Psychiatry as deemed necessary.

The psychiatrist shall ensure a comprehensive NBR note is completed for 100% of the individuals reviewed prior to leaving the facility each workday, following the Division's established format.

A random sampling of 20% of NBR cases will be reviewed by the Treatment Review Committee and/or Health Services to determine that the established format is followed, documentation is complete and ICF/IDD regulations are followed.

Any inappropriate medical treatment or unethical conduct would jeopardize the continuation of the contract relationship. Any breach of adherence to accepted standards of medical care or unethical conduct will result in notification of proper governing bodies (i.e, NC Medical Board, MDC Advocacy Department, MDC Human Rights Committee, and MDC Administration).

The Director of Professional Services will provide requested information regarding the Needs Assessment Clinic to DSOHF for tracking purposes.

REIMBURSEMENT

\$328,692.00 is required to fund the services of up to three (3) part time psychiatrists, for SFY 2026, to provide psychiatric services to the individuals who live at MDC. The current rate for SFY 2026 is \$168.00 per hour to provide consultation

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and supervision over the use of psychotropic medications. The maximum hours per week shall not exceed 35 hours for the up to three (3) psychiatrists. A 7.5% Administrative Fee will be added each year with a maximum annual contract value of \$328,692.00 and a cumulative three (3) year contract value of \$986,076.00.

CONTRACT EVALUATION CRITERIA

APPENDIX I

I. Competencies

	Meets Expectations	Does Not Meet Expectations
Patient Care		
Medical Knowledge		
Practice based learning and improvement		
Interpersonal and communication Skills		
Professionalism		
System-based practice		

Explanation/Definition of Evaluation Criteria

Patient Care is compassionate, appropriate, and effective for the treatment of health problems and promotion of health.

Medical Knowledge about established and evolving biomedical, clinical, and cognate (e.g. epidemiological and social-behavioral) sciences and the application of this knowledge to patient care.

Practice-based learning and improvement that involves investigation and evaluation of their own patient care, appraisal and assimilation of scientific evidence, and improvements in patient care.

Interpersonal and communication skills that result in effective information exchange and teaming with patients, their families, and other health professionals.

Professionalism, as manifested through a commitment to carrying out professional responsibilities, adherence to ethical principles, and sensitivity to diverse patient populations.

Systems-based practice, as manifested by actions that demonstrate an awareness of and responsiveness to the larger context and system of healthcare and the ability to effectively call on system resources to provide care that is of optimal value.

II. Criteria used to evaluate Practitioner:

A. General Practice Review

Quality Practice Review

Actual Result _____

Comparative Result _____

Treatment Plan Review

Actual Result _____

Comparative Result _____

High Risk Practice Review

Actual Result _____

Comparative Result _____

Restrictive Intervention Review

Actual Result _____
Comparative Result _____

B. Medication Quality Practice Review

Medication Variances

Actual Result _____
Comparative Result _____

Multiple Antipsychotics

Actual Result _____
Comparative Result _____

Forced Medication Review

Actual Result _____
Comparative Result _____

C. Medical Records Deficiencies

Actual Result _____
Comparative Result _____

D. Diagnostic & Treatment Conference Attendance

Actual Result _____
Comparative Result _____

E. Resident Physician Evaluation

Result _____
Comparative Result _____

F. Patient Satisfaction Survey

Result _____
Comparative Result 0-5 _____

G. CME Credits Reported

Result _____

H. Adverse/Sentinel Events

Result _____

I. Patient/Staff Feedback/Complaints

Result _____

J. Peer Review of Diagnostic & Treatment Conf.

Result _____

K. Peer Review of Didactic Presentation

Result _____

L. Med Psych Committee Attendance

Actual Result NA _____

(not applicable secondary to ongoing clinical scheduling conflict)

III. Overall Assessment of Professional Performance (use additional pages as necessary):

Based on review, this practitioner's professional practice

- meets expectations in all areas**
- does not meet expectations in all areas; PMP Developmental Plan initiated.**
- exceeds thresholds for practice expectations – Recommendations:**

Signature

Date

Printed/Title

APPENDIX II

Resident Evaluation of Attending or Supervisor

CONFIDENTIAL

Learner Feedback on Teaching Effectiveness: Our faculty members rely on your frank evaluation and feedback about their teaching or supervision in order continually to monitor and improve their teaching skills. Your appraisal of the items listed below will help this process. Your response is strictly anonymous.

Thank you for your assistance.

Faculty Name: _____ Date of Rotation: _____

Where have you received training or supervision from this faculty member? **Please mark (X) all that apply:**

- | | | |
|---------------------------------------|--------------------------------|---------------------------|
| _____ On Call | _____ Psychotherapy | _____ Group Psychotherapy |
| _____ Inpatient Wards | _____ Medical Specialty Clinic | _____ Case Conference |
| _____ Outpatient Clinic | _____ C/L Service | _____ Formal Lecture |
| _____ Screening Clinic | _____ Off-Site Clinic | _____ Seminar |
| _____ Other Situation (specify) _____ | | |

Using the following scale, please evaluate:

No opinion/ Don't know	Poor		Good	Outstanding
	1	2	3	4 5

Content [] [] [] [] [] []
(e.g., relevant, useful, practical, fits my needs)

Teaching Style [] [] [] [] [] []
(e.g., engaging, motivating, effective, understandable, constructive feedback)

Professional Role Model [] [] [] [] [] []
(e.g., attitude, behavior, leadership, approachability)

Overall Effectiveness [] [] [] [] [] []

Comments, including suggestions for improvement:

(Use back side of form if more space is needed.)

ATTACHMENT A: PRICING FORM

Item #	UOM	DESCRIPTION	HOURLY RATE	ADMINISTRATIVE FEE (7.5% ANNUALLY)	ANNUAL CONTRACT VALUE
1	HOUR	CONTRACT YEAR 1: Child and Adolescent Outpatient Psychiatry Services PER SOW: three (3) part time psychiatrists for a maximum of 35 total hours per week based on 52 weeks per year. TERM: January 1, 2027 – December 31, 2027	<u>\$168.00</u> per hour (\$305,760.00 per year)	<u>\$22,932.00</u>	<u>\$328,692.00</u>
2	HOUR	CONTRACT YEAR 2: Child and Adolescent Outpatient Psychiatry Services PER SOW: three (3) part time psychiatrists for a maximum of 35 total hours per week based on 52 weeks per year. TERM: January 1, 2028 – December 31, 2028	<u>\$168.00</u> per hour (\$305,760.00 per year)	<u>\$22,932.00</u>	<u>\$328,692.00</u>
3	HOUR	CONTRACT YEAR 3: Child and Adolescent Outpatient Psychiatry Services PER SOW: three (3) part time psychiatrists for a maximum of 35 total hours per week based on 52 weeks per year. TERM: January 1, 2029 – December 31, 2029	<u>\$168.00</u> per hour (\$305,760.00 per year)	<u>\$22,932.00</u>	<u>\$328,692.00</u>
TOTAL NOT TO EXCEED CONTRACT VALUE:					<u>\$986,076.00</u>

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