

Amendment Number 3
Contract #30-2020-052-DHB-#
Behavioral Health and Intellectual/Developmental Disability Tailored Plan

THIS Amendment to Contract #30-2020-052-DHB-# BH/IDD Tailored Plan Services Contract, as amended (Contract) awarded July 26, 2021 is between the North Carolina Department of Health and Human Services, Division of Health Benefits (Division), and TP Name (Contractor), each, a Party and collectively, the Parties.

Background:

One of the Department's goals in implementing Medicaid Managed Care is to improve the health of all North Carolinians through an innovative, whole-person centered, and well-coordinated system of care, which purchases health while addressing both medical and non-medical drivers of health. Through the Healthy Opportunities Pilot Program (Pilot), the North Carolina Department of Health and Human Services (NCDHHS) is committed to:

1. Ensuring Members can access Pilot services in a timely manner and in a way that meets their needs and improves their health;
2. Demonstrating equity across all aspects of the Pilot program—including through ensuring diverse and equitable participation in the Pilot for Medicaid Members and human service organizations; and
3. Strengthening community capacity to provide high-quality, Member-centered services.

The Pilot will allow for the establishment and evaluation of a systematic approach to integrating and financing evidence-based, non-medical services into the delivery of healthcare. It is critical that the Department work with Contractor to effectively implement the Pilot. This Amendment defines the requirements to promote the Department's goal to purchase health while addressing both medical and non-medical drivers of health through the Pilot.

Defined terms used in this Amendment have the same meaning as stated in *Contract Section III, A. Definitions* unless expressly stated herein. Unless explicitly stated in this Amendment, all definitions, terms, conditions and requirements of the Contract are the controlling provisions and in the event of conflict, shall supersede this Amendment.

The Parties agree as follows:

1. Healthy Opportunities Pilot to Address Unmet Health-Related Resource Needs, also known as Healthy Opportunities Pilot

- a. Pilot Periods
 - i. The Pilot is divided into pilot periods for the purposes of contracting, reporting, monitoring, evaluation, and payments.
 - ii. The pilot periods are specified below:
 - (a) Pilot Implementation Period: March 1, 2022 –September 30, 2023:
 - (b) Pilot Service Delivery Period I: October 1, 2023 – June 30, 2024: and
 - (c) Pilot Service Delivery Period II: July 1, 2024 –October 31, 2024.
- b. BH I/DD Tailored Plan Pilot Program Responsibilities
 - i. The BH I/DD Tailored Plan shall adhere to the requirements in this Amendment and corresponding details specified in the *Healthy Opportunities Pilot Care Management Protocol: Tailored Plans*.
 - ii. The BH I/DD Tailored Plan shall contract with any Network Lead operating in the BH I/DD Tailored Plan's Region(s) using a Department developed model contract by December 1, 2022.
 - iii. The BH I/DD Tailored Plan shall contract with any Network Lead operating within the BH I/DD Tailored Plan's Catchment Areas for the delivery of Pilot services to eligible Members residing in the local Pilot region.
 - (a) The Department reserves the right to modify the counties that constitute a local Pilot region through its contracts with Network Leads. Should a modification to the counties in a Pilot region require the BH I/DD Tailored Plan enter into additional Network Lead contracts, the Department shall allow ninety (90) Calendar Days for the BH I/DD Tailored Plan to enter into such a contract regardless of the contracting requirement in Section 1.b.ii. above.
 - (b) The Department shall notify the BH I/DD Tailored Plan of relevant amendments to the Department's contract with the Network Lead.
- c. Designated Pilot Care Management Entities
 - i. The BH I/DD Tailored Plan shall ensure each Member enrolled in the Pilot receives care management services specifically related to the Pilot from a Designated Pilot Care Management Entity on the timeline specified in the *Healthy Opportunities Pilot Care Management Protocol: Tailored Plans*. For the purposes of this Amendment, Designated Pilot Care Management Entities shall include, but shall not be limited to:
 - (a) The BH I/DD Tailored Plan;
 - (b) Advanced Medical Home Plus (AMH+) practices; and
 - (c) Care Management Agencies (CMAs).
 - ii. The BH I/DD Tailored Plan shall assign a Member enrolled in the Pilot to a Designated Pilot Care Management Entity, on the timeline specified in the *Healthy Opportunities Pilot Care Management Protocol: Tailored Plans*.

- (a) The BH I/DD Tailored Plan shall serve as the Designated Pilot Care Management Entity for all Members who have opted out of Tailored Care Management or are not participating in Tailored Care Management because they are obtaining a duplicative service in the community.
- d. NCCARE360.
 - i. By no later than the commencement of Pilot Service Delivery Period I, the BH I/DD Tailored Plan shall ensure that its care managers -are onboarded to and trained by Unite Us on the use of NCCARE360 for the following Pilot-related functionalities, at a minimum:
 - (a) Managing Pilot eligibility determinations and service authorizations;
 - (b) Referring Members to authorized Pilot services;
 - (c) Tracking Member access to authorized Pilot services;
 - (d) Reviewing invoices from Human Service Organizations (HSOs) for Pilot services rendered; and
 - (e) Approving or denying invoices for Pilot services rendered.
 - ii. The BH I/DD Tailored Plan shall ensure that its Designated Pilot Care Management Entities are onboarded to and trained on the use of NCCARE360 functionality described directly above by the date noted in the *Healthy Opportunities Pilot Care Management Protocol: Tailored Plans*.
- e. Member Outreach and Identification of Potentially Pilot-Eligible Members
 - i. The BH I/DD Tailored Plan shall conduct outreach to educate Members about the Pilot, Pilot services, and how to self-refer for an assessment of Pilot eligibility consistent with the requirements in *Section V.B.1.iii. Member Engagement* of the Contract. The BH I/DD Tailored Plan shall submit outreach materials to the Department for review and approval prior to distributing materials to Members.
 - (a) The BH I/DD Tailored Plan shall incorporate the use of Department-developed outreach and marketing materials in the Plan’s engagement with Providers and Members within the Pilot counties. This shall include, but is not limited to, flyers, handouts and talking points. The BH I/DD Tailored Plan shall submit to the Department for review and approval any modifications made to Department-developed outreach and marketing materials prior to distributing materials to Members and Providers.
 - ii. The BH I/DD Tailored Plan shall submit to the Department for review and approval a Healthy Opportunities Pilot Member Outreach Plan no later than February 17, 2023 or a later date determined by the Department, which shall include at a minimum the BH I/DD Tailored Plan’s:
 - (a) Strategies and methods to outreach to identify and enroll Members residing in Pilot regions;
 - (b) Strategies to ensure that historically marginalized populations in the Pilot region are at least proportionally represented, at a minimum, among Pilot enrollees and service expenditures;
 - (c) Processes and procedures the BH I/DD Tailored Plan will use for tracking Pilot enrollment numbers;
 - (d) Mitigation strategies to address low enrollment, if needed; and
 - (e) Plans to ensure all care managers serving Members in Pilot regions are trained on Pilot eligibility and enrollment criteria and processes.
 - iii. The BH I/DD Tailored Plan shall ensure Members can be identified as potentially Pilot-eligible via the following pathways:
 - (a) Care Needs Screening: The BH I/DD Tailored Plan shall undertake best efforts to conduct a Care Needs Screening of every Member within the first ninety (90) Calendar Days of the effective date of Tailored Plan enrollment or utilize an existing Care Needs Screening if one has been completed within the last twelve (12) months.
 - (b) Population Health Management Capabilities: At least quarterly, the BH I/DD Tailored Plan shall proactively identify potential Pilot enrollees as part of their population health management capabilities and care management risk scoring and stratification processes including through:
 1. Claims/encounter data;
 2. 834 files;
 3. Admission, Discharge, Transfer (ADT) feed information;
 4. Care management systems;
 5. Provider-reported Z codes;
 6. Enrollment in other programs that may serve as a proxy for Pilot eligibility (e.g., care management for high-risk pregnancy); and
 7. Other methods as available to each, and at the discretion of, the BH I/DD Tailored Plan.
 - (c) Existing Care Management/Coordination Team: The BH I/DD Tailored Plan shall ensure potentially-Pilot eligible Members can be identified by their care manager during the administration of the Care Management Comprehensive Assessment or in the course of ongoing delivery of Tailored Care Management or other care/case management program (e.g., referral from HFW or ACT provider).
 - (d) No Wrong Door Approach: The BH I/DD Tailored Plan shall accept referrals for potentially Pilot eligible individuals identified through any pathway, including but not limited to a provider, HSO, or self/family Member.
 - iv. For potential Pilot enrollees who are not already enrolled in the Pilot or who have not already started the Pilot eligibility assessment and service recommendation process, the BH I/DD Tailored Plan shall:
 - (a) Notify the Member’s Designated Pilot Care Management Entity within ten (10) Business Days of receiving a request to assess the Member for Pilot eligibility and direct the Member’s Designated Pilot Care Management Entity to initiate the Pilot Eligibility and Service Assessment (PESA) as required in *Section 1.g. Pilot Eligibility and Service Assessment* below.
 - (b) Ensure that the Member’s Designated Pilot Care Management Entity:

1. Undertakes best efforts to conduct outreach to the Member regarding the PESA within three (3) Business Days of receiving a request from the BH I/DD Tailored Plan, provider, HSO, Member, or Member's authorized representative to assess the Member for Pilot eligibility.
 - a. All outreach attempts shall be documented by the care management team.
 - b. For this *Section e.1. iv.(b)*, the Department defines "best efforts" as including at least two (2) documented follow up attempts to contact the Member if the first attempt is unsuccessful.
 2. Utilizes tools such as social drivers of health screenings, Care Management Comprehensive Assessment, other evidence-based assessment tools, and findings from regular care management check-ins with Members to identify Pilot-eligible individuals.
 3. Builds in opportunities for assessing Members' Pilot eligibility at additional checkpoints with Members including:
 - a. Transitions of care;
 - b. Pregnancy and postpartum period;
 - c. In the course of ongoing Tailored Care Management or care coordination; and
 - d. When a Member's circumstances or needs change significantly.
- f. Pilot Program Eligibility Criteria
- i. The BH I/DD Tailored Plan shall comply with the following Pilot program eligibility criteria:
 - (a) Member must reside in North Carolina;
 - (b) Member must be enrolled in a PHP (Standard Plan or BH I/DD Tailored Plan) or Tribal Option upon launch of the Healthy Opportunities Pilot for Tribal Option Members;
 - (c) Member must live in a Pilot region, as defined by Department and in Network Lead contracts. However, Members residing or receiving care in a congregate or institutional setting do not meet Pilot eligibility criteria based on their access to services within the congregate or institutional setting, as specified in the Healthy Opportunities Pilot Care Management Protocol.
 - (d) Member must have both:
 1. A qualifying physical or behavioral health criteria, including but not limited to chronic mental illness, I/DD, or TBI, as specified in the Department's *Healthy Opportunities Pilot Care Management Protocol: Tailored Plan*; and
 2. A qualifying social risk factor as specified in the Department's *Healthy Opportunities Pilot Care Management Protocol: Tailored Plan*.
 - ii. The BH I/DD Tailored Plan shall ensure that the Designated Pilot Care Management Entity assesses potential Pilot-eligible Members for Pilot program eligibility, including qualifying physical/behavioral health qualifying criteria and social risk factor(s) as required in *Section 1.g. Pilot Eligibility and Service Assessment* below.
 - iii. If the Department makes changes to Pilot eligibility criteria, it will notify the BH I/DD Tailored Plan in writing about proposed changes and allow the BH I/DD Tailored Plan to comment at least thirty (30) Calendar Days prior to submitting the eligibility changes to CMS for approval. Upon approval by CMS of changes to Pilot eligibility criteria, the Department would provide the BH I/DD Tailored Plan with at least thirty (30) Calendar Day notice prior to requiring changes to be in effect.
- g. Pilot Eligibility and Service Assessment (PESA)
- i. The BH I/DD Tailored Plan and its Designated Pilot Care Management Entities shall use NCCARE360 to document standardized information regarding a Member's Pilot eligibility and services, including each Member's:
 - (a) Contact information;
 - (b) Health plan;
 - (c) Care manager of record;
 - (d) Physical/behavioral health and social risk factors supporting Pilot program eligibility;
 - (e) Recommended Pilot services;
 - (f) Service-specific eligibility criteria for recommended Pilot services;
 - (g) Indication of consent, using a Department-standardized consent form, for:
 1. Pilot participation,
 2. Pilot evaluation, and
 3. Sharing personal information for the purpose of Pilot participation;
 - (h) Required documentation for specific services, if needed; and
 - (i) BH I/DD Tailored Plan decision and rationale on Pilot eligibility determination and service authorization.
 - ii. The BH I/DD Tailored Plan shall limit access to the Member's Pilot-specific information in NCCARE360 to only those staff that require access.
 - iii. Assessing for Pilot Eligibility and Recommending Pilot Services
 - (a) The BH I/DD Tailored Plan shall ensure that the Member's Designated Pilot Care Management Entity:
 1. Uses NCCARE360 to:
 - a. Assess and document a Member's Pilot program eligibility (based on the Pilot program eligibility criteria outlined in this Section) and Pilot service-level eligibility criteria outlined in the Healthy Opportunities Pilot Fee Schedule
 - b. Recommend Pilot services that a Member would benefit from based on the Healthy Opportunities Pilot Fee Schedule, Member need, the Pilot services available in the Member's Pilot region, and forthcoming DHHS-developed guidance.

- c. Document, where appropriate, Member preferences for, and relationships with, particular HSOs.
 - d. Assess and document any changes to Member needs or services during the Member's three (3) month Pilot service mix review and six (6) month Pilot eligibility reassessment as required in *Section 1.n Pilot Service Mix and Eligibility Reassessment* below.
 - e. Update any time there is a change to the Member's Pilot service needs or eligibility.
 - f. Transmit the PESA to the Member's BH I/DD Tailored Plan for eligibility and service authorization.
 - 2. Integrates the Member's non-medical needs and Pilot services into the Member's care plan.
- iv. Obtaining Pilot Consent
 - (a) The BH I/DD Tailored Plan shall ensure the Designated Pilot Care Management Entity obtains the following consents from the Member, using a Department-standardized template, prior to authorizing services for the Member and considering the Member enrolled in the Pilot:
 - 1. Consent to receive Pilot services, including an understanding that Pilot services are neither Medicaid benefits nor an entitlement and may be revoked at any time.
 - 2. Consent to have the Member's personal data, including personal health information, shared with relevant entities involved in the Pilot, including:
 - a. The University of North Carolina Sheps Center for Health Services Research for use in the evaluation of the Pilot; and
 - b. Organizations in the NCCARE360 network, subject to NCCARE360's privacy and security permissions.
 - (b) The BH I/DD Tailored Plan shall ensure that the Designated Pilot Care Management Entity:
 - 1. Obtains all required Pilot-related consents from the Member, using a Department- standardized template prior to submitting the PESA and referring the Member to Pilot services;
 - 2. Documents in NCCARE360 that the Member has provided all required Pilot-related consents listed in this Section and uploads the consent form into NCCARE360;
 - 3. Provides a copy of the consent to the Member (in person, electronically, or by mail) upon request; and
 - 4. Explains that the Member will not have Pilot services reimbursed by the BH I/DD Tailored Plan if a Member does not provide the required consents.
 - (c) The BH I/DD Tailored Plan shall disenroll Members from Pilot and discontinue payment of Pilot services if a Member revokes consent as required in *Section 1.n Pilot Service Mix and Eligibility Reassessment* below.
 - (d) If a Member disenrolls from the Pilot and then later re-enrolls, the BH I/DD Tailored Plan shall ensure that consent is obtained each time the Member re-enrolls in the Pilot.
- h. Pilot Eligibility Determination
 - i. Within NCCARE360, the BH I/DD Tailored Plan shall accept recommendations from a Member's Designated Pilot Care Management Entity that the Member is eligible for the Pilot.
 - ii. The BH I/DD Tailored Plan shall verify that a Member is eligible for the Pilot program based on the Pilot eligibility criteria outlined in the above *Section 1.f. Pilot Program Eligibility Criteria*.
 - iii. The BH I/DD Tailored Plan shall verify within NCCARE360 that the Member has provided all consents required to participate in the Pilot and store the Member's consents.
 - iv. If NCCARE360 is missing information related to the eligibility determination, the BH I/DD Tailored Plan shall work with the Member's Designated Pilot Care Management Entity to attempt to obtain the missing information.
 - v. The BH I/DD Tailored Plan shall not deny Pilot eligibility based on missing information without first attempting to obtain the missing information at least three (3) times from the assigned Designated Pilot Care Management Entity.
 - vi. The BH I/DD Tailored Plan shall document the results of the Pilot eligibility determination in NCCARE360, including rationale if the Member is deemed not eligible.
 - vii. If a Member is found ineligible for Pilot service(s), the Member's BH I/DD Tailored Plan shall instruct the Designated Pilot Care Management Entity to (1) continue to provide Tailored Care Management or other care management, case management, or care coordination programs as appropriate, and (2) refer the Member to non-Pilot services to meet the Member's need(s).
 - (a) Other care management, case management, or care coordination programs include High Fidelity Wraparound (HFW) program, Assertive Community Treatment (ACT), Innovations/TBI waiver care coordination, and 1915(i) care coordination.
- i. Pilot Service Authorization
 - i. Within NCCARE360, the BH I/DD Tailored Plan shall review the Designated Pilot Care Management Entity's recommended Pilot services for a Member and verify whether the Member is eligible for the recommended Pilot service(s).
 - (a) The BH I/DD Tailored Plan shall verify that the Member meets the Pilot service-specific eligibility criteria as articulated in the Healthy Opportunities Pilot Fee Schedule.
 - (b) The BH I/DD Tailored Plan shall review any required documentation or narrative for Pilot services in NCCARE360 if required by the Healthy Opportunities Pilot Fee Schedule (e.g., Member attestation of enrollment in SNAP or recent determination of SNAP ineligibility for a healthy food box).
 - ii. The BH I/DD Tailored Plan shall make best efforts to validate that no other federal, State or local service, resource or program is available (including Medicaid State Plan services, Medicaid waiver services, State-funded Services provided by the BH I/DD Tailored Plan, or other resources or programs available to the Member, including those provided by the BH I/DD Tailored Plan) and would better meet the Member's needs at the time of Pilot service authorization.

- (a) For this *Section 1.i.ii.*, the Department defines “best efforts” as using:
 - 1. The BH I/DD Tailored Plan’s understanding of its own covered services, such as Medicaid State Plan services, Medicaid waiver services, and State-funded Services provided by the BH I/DD Tailored Plan;
 - 2. The BH I/DD Tailored Plan’s understanding of other federal, State, and locally funded services and programs, such as SNAP and WIC; and
 - 3. Department resources available to assist with this effort.
- (b) If a Member’s need(s) may be met by either an In Lieu-Of Service (ILOS) offered by the BH I/DD Tailored Plan or a Pilot service (i.e., the Pilot service is a component of the ILOS or the Pilot service and the ILOS essentially offer the same or substantially similar services) and the Member is eligible for both the ILOS and the Pilot service, the BH I/DD Tailored Plan shall provide the ILOS.
- (c) The BH I/DD Tailored Plan shall make best efforts to validate that Pilot services do not displace or duplicate other services, resources, or programs which are available to the Pilot enrollee. In the event that a Member is receiving overlapping State-funded services, Pilot services should not displace those services.
- (d) The BH I/DD Tailored Plan shall define and implement policies and procedures for authorizing Pilot services as part of its UM program that provide for:
 - 1. Best efforts to validate that no other federal, State or local service, resource or program is available and would better meet the Member’s needs at the time of service authorization as described above in this Section. Best efforts in this section is defined as three (3) verification attempts.
 - 2. If a federal, State or local program is available that could address the Member’s Pilot service needs in full or in part, the authorization process must ensure that Tailored Care Management requirements, as outlined in *Contract Section V.B.3.ii. Tailored Care Management*, that require connecting the Member with those services, including in some cases through comprehensive application assistance, have been fulfilled.
 - 3. The BH I/DD Tailored Plan’s Pilot service authorization process must include verification of connection to and/or the provision of comprehensive application assistance to relevant available programs, where applicable.
 - 4. The BH I/DD Tailored Plan may not authorize Pilot services if the BH I/DD Tailored Plan has validated that the Member is receiving services from another federal, State or local program, if that program fully meets the Member’s Pilot service need.
 - 5. Training for staff conducting Pilot service authorization specific to preventing duplication and displacement of BH I/DD Tailored Plan-managed and other available services, resources, and programs with Pilot services.
 - 6. Regular, at least monthly, or less frequently as determined by the Department, audits of Pilot service authorization procedures and outcomes to prevent duplication or displacement of BH I/DD Tailored Plan-managed and other available services, resources, and programs with Pilot services.
- (e) The BH I/DD Tailored Plan shall:
 - 1. Make Pilot service authorization policies and procedures available to the Department upon request.
 - 2. Retain documentation of Member-level Pilot service authorization determinations including validation that the BH/IDD Tailored Plan made best efforts to identify any duplicative or displaceable service, resource, or program, including those managed by the BH I/DD Tailored Plan, that could meet the Member’s Pilot service need available to the Member at the time of Pilot service authorization for the time period specified in *Contract Section III.D.37: RECORDS RETENTION*.
 - 3. Make Member-level Pilot service authorization documentation available to the Department upon request, including for monitoring and audits, in accordance with *Contract Section III.D.38. RESPONSE TO STATE INQUIRIES AND REQUEST FOR INFORMATION*.
- iii. Within NCCARE360, the BH I/DD Tailored Plan shall authorize or deny Pilot service(s) for the Member as detailed in the *Healthy Opportunities Pilot Care Management Protocol: Tailored Plan*.
 - (a) The BH I/DD Tailored Plan shall take into account the Designated Pilot Care Management Entity’s recommendation(s), Member information on file with the BH I/DD Tailored Plan, and the BH I/DD Tailored Plan’s remaining budget within the capped allocation of Pilot service funds when deciding whether to authorize or deny a Pilot service.
 - (b) The BH I/DD Tailored Plan shall ensure there is no payment for duplicative services for a single Pilot enrollee.
 - (c) If NCCARE360 is missing information needed for Pilot service authorization, the BH I/DD Tailored Plan shall attempt at least three (3) times to obtain the missing information prior to denying services. If the Member has an assigned Designated Pilot Care Management Entity, the BH I/DD Tailored Plan shall work with the Designated Pilot Care Management Entity to attempt to obtain the missing information. If the Member does not have an assigned Designated Pilot Care Management Entity, the BH I/DD Tailored Plan shall work with the Member or the Member’s authorized representative to obtain the missing information.
- iv. The BH I/DD Tailored Plan shall document Pilot service authorization or denial in NCCARE360, along with rationale if the service(s) is denied.
- v. The BH I/DD Tailored Plan shall adhere to Department-standardized timeframes for authorization or denial of all Pilot services in accordance with *Table 1: Timeframes for Health Opportunities Pilot Service Authorization* below.

Table 1: Timeframes for Healthy Opportunities Pilot Service Authorization		
Domain	Pilot Service Name	Service Authorization Timelines
Housing Services	Housing Navigation, Support and Sustaining Services	Three (3) Business Days
	Inspection for Housing Safety and Quality	Seven (7) Business Days
	Housing Move-In Support	Seven (7) Business Days
	Essential Utility Set-Up	Three (3) Business Days
	Home Remediation Services	Seven (7) Business Days
	Home Accessibility and Safety Modifications	Seven (7) Business Days
	Healthy Home Goods	Seven (7) Business Days
	One-Time Payment for Security Deposit and First Month's Rent	Seven (7) Business Days
	Short-Term Post Hospitalization Housing	Three (3) Business Days
Food Services	Food and Nutrition Access Case Management Services	Seven (7) Business Days
	Evidence-Based Group Nutrition Classes	Seven (7) Business Days
	Diabetes Prevention Program	Seven (7) Business Days
	Fruit and Vegetable Prescription	Passthrough; Expedited Referral
	Healthy Food Box (For Pick-Up)	Passthrough; Expedited Referral
	Healthy Food Box (Delivered)	Passthrough; Expedited Referral
	Healthy Meal (For Pick-Up)	Passthrough; Expedited Referral
	Healthy Meal (Home Delivered)	Passthrough; Expedited Referral
	Medically Tailored Home Delivered Meal	Seven (7) Business Days
Interpersonal Violence Services	IPV Case Management Services	Seven (7) Business Days
	Violence Intervention Services	Seven (7) Business Days
	Evidence-Based Parenting Curriculum	Seven (7) Business Days
	Home Visiting Services	Seven (7) Business Days
	Dyadic Therapy	Seven (7) Business Days
Transportation Services	Reimbursement for Health-Related Public Transportation	Passthrough; Expedited Referral
	Reimbursement for Health-Related Private Transportation	Passthrough; Expedited Referral
	Transportation PMPM Add-On for Case Management Services	Seven (7) Business Days
Cross-Cutting Services	Holistic High Intensity Enhanced Case Management	Seven (7) Business Days
	Medical Respite	Three (3) Business Days
	Linkages to Health-Related Legal Supports	Seven (7) Business Days

- vi. In cases where the BH I/DD Tailored Plan denies a Pilot service, the BH I/DD Tailored Plan shall ensure that the Member's Designated Pilot Care Management Entity continues care management or care coordination for the Member as appropriate and described above and refers the Member to other Pilot or non-Pilot services to meet the Member's need(s).
- vii. The BH I/DD Tailored Plan shall reassess a Member's eligibility for the Pilot program or a Pilot service when a Designated Pilot Care Management Entity or Member requests to have the Member's eligibility status reassessed in the case that the Member was determined ineligible and there is an indication the Member's health status or social risk factors have changed.
- viii. The BH I/DD Tailored Plan shall communicate the process for Members to request a reassessment of Pilot eligibility and needed services via the Member service denial notice. This process shall be included in the Department-developed templates referenced in *Section 1.i.ix* below.
- ix. Within ninety (90) Calendar Days of receiving the Advanced Pilot Functionality Service Authorization File Companion Guide from the Department, the BH I/DD Tailored Plan shall provide written notice using the Department-developed template to Members on decisions related to denial(s) of Pilot services as specified below:
 - (a) Within the standardized timeframes of a decision by the BH I/DD Tailored Plan to not authorize Pilot service(s), the BH I/DD Tailored Plan shall provide written notice to the Member. The Department-developed template Member notice shall, at a minimum, provide the following information:
 - 1. The name of Pilot service(s) denied;
 - 2. The basis for the denial;
 - 3. Clarification that the Member is still enrolled in Medicaid, eligible to receive Tailored Care Management, case management, or care coordination programs, as appropriate, and be referred to non-Pilot services;
 - 4. The process to file a Healthy Opportunities Pilot grievance; and
 - 5. The opportunity and process to request a reassessment for Pilot services if the Member's health status or social risk factors change.
- x. The BH I/DD Tailored Plan shall ensure that the Member's Designated Pilot Care Management Entity communicates approved Pilot service authorization to Pilot-enrolled Members.
- j. Pilot Enrollment
 - i. The BH I/DD Tailored Plan shall consider the Member to be a Pilot enrollee once:
 - (a) The BH I/DD Tailored Plan has verified that the Member is eligible for the Pilot program, and
 - (b) The BH I/DD Tailored Plan has authorized at least one Pilot service for the Member.
 - ii. The BH I/DD Tailored Plan shall follow the NCCARE360 work queue to document Pilot enrollment in NCCARE360 according to the Healthy Opportunities Pilot Enrollment Roster Companion Guide.
 - iii. The BH I/DD Tailored Plan shall not communicate to the Pilot enrollee about Pilot enrollment so as to not cause potential Member confusion with Medicaid eligibility or Medicaid Managed Care enrollment. The BH I/DD Tailored Plan shall communicate to the Pilot enrollee about Pilot service authorization(s) as specified in this Section.
 - iv. The BH I/DD Tailored Plan shall monitor the Pilot enrollee's enrollment, including when Pilot enrollment began and when the Pilot enrollee is due for a three (3) month Pilot service mix review and a six (6) month Pilot eligibility reassessment.
 - v. The BH I/DD Tailored Plan shall provide a written Healthy Opportunities Pilot Enrollee Rights and Responsibilities Form, using the Department-developed template, to Members within fourteen (14) Calendar Days of a Member's enrollment in the Healthy Opportunities Pilot. The information in this form must be mailed to the Member and be made available online. The Member may choose to receive an electronic copy of this form rather than a mailed hard copy.
 - vi. Beginning Pilot Service Delivery Period II, the BH I/DD Tailored Plan shall submit annually to the Department an Enrollment of High-Priority Pilot Populations Report, in a Department-defined format. (See *Contract Section VII. Attachments, Attachment J. Reporting Requirements* as revised.) The Enrollment of High-Priority Pilot Populations Report shall include:
 - (a) Pilot enrollment stratified, at a minimum, to identify priority populations as follows:
 - 1. Proportion of enrollees who are pregnant women or children ages 0-21;
 - 2. Proportion of enrollees who have high health care expenditures;
 - a. Definition of high-cost populations and methods the BH I/DD Tailored Plan used to identify high-cost Pilot enrollees;
 - 3. Historically marginalized populations, as defined by the Department
 - 4. At the BH I/DD Tailored Plan's option, any additional priority populations the BH I/DD Tailored Plan focused on for Pilot enrollment, and proportion of enrollees they represent.
 - (b) Strategies and methods used to identify and enroll Members residing in Pilot regions to ensure inclusive representation of priority populations.
 - (c) Strategies used to make best efforts to ensure that historically marginalized populations and communities in the Pilot region are proportionally represented among Pilot enrollees and service expenditures.
- k. Referral to Authorized Pilot Services
 - i. The BH I/DD Tailored Plan shall ensure that the Designated Pilot Care Management Entity:
 - (a) Connects Members approved for Pilot enrollment to HSOs in the Network Lead's network for approved Pilot services, in partnership with the Network Lead as needed and using NCCARE360.

- (b) Recommends the Pilot services that a Member would benefit from based on Member need and the Pilot services available in the Member's Pilot region.
 - (c) Informs the Pilot enrollee about authorized or denied Pilot services within two (2) Business Days of receiving BH I/DD Tailored Plan authorization.
 - (d) Makes referrals to Pilot-participating HSOs for authorized Pilot services using NCCARE360 within two (2) Business Days of receiving BH I/DD Tailored Plan authorization.
 - 1. Referrals for Pilot services will be sent to HSOs once the service authorization is approved by the BH I/DD Tailored Plan through NCCARE360, unless the service is a passthrough (also known as pre-approved Pilot services) Pilot service.
 - 2. The BH I/DD Tailored Plan shall monitor receipt of invoices from HSOs to ensure that Pilot referrals are occurring, and that authorized Pilot services are being delivered in a timely manner.
 - (e) Includes a referral to an HSO for case management with any referral for a Pilot service that requires case management according to the service descriptions in the Healthy Opportunities Pilot Fee Schedule, e.g., home accessibility and safety modifications, one-time payment for security deposit and first month's rent.
 - (f) Understands the option to send a referral to a particular Pilot-participating HSO or send the referral to all relevant Pilot-participating HSOs using NCCARE360 functionality.
 - (g) Follows-up with the HSO if the referral is not accepted within two (2) Business Days of the referral being sent using NCCARE360 and elevates the issue to the appropriate Network Lead as required, as data is available through operational reporting and within UniteUs dashboards.
 - (h) When an HSO accepts a referral:
 - 1. Informs the Pilot enrollee of the accepted Pilot service referral; and
 - 2. Tracks Pilot services delivered to the Pilot enrollee and coordinates with HSO(s) regarding enrollee progress, as needed.
 - (i) Incorporates the Pilot enrollee's Pilot service needs and services received into their Care Plan/ISP.
 - 1. For Pilot-enrolled Members who have opted out of Tailored Care Management and do not have an existing Care Plan/ISP, the Member's BH I/DD Tailored Plan acting as their Designated Pilot Care Management Entity shall develop a Care Plan/ISP focused on Pilot-related activities and needs.
 - (j) Escalates any Pilot network issues to both the BH I/DD Tailored Plan and the Network Lead as appropriate (e.g., if the Designated Pilot Care Management Entity is not able to identify an HSO that is able to accept the referral).
- i. Delivery of Pilot Services
- i. Once an HSO begins providing Pilot service(s) to a Pilot enrollee, the BH I/DD Tailored Plan shall ensure that the Designated Pilot Care Management Entity:
 - (a) Coordinates with the HSO that accepted the referral to track the outcomes of authorized Pilot service(s) and ensure Pilot service(s) are meeting the enrollee's needs, as needed.
 - (b) Updates the Pilot service delivery outcome(s) in the Pilot enrollee's Care Plan/ISP.
 - ii. The BH I/DD Tailored Plan shall make best efforts to ensure that historically marginalized populations and communities in the Pilot region be proportionately represented in the delivery of Pilot services and service expenditures.
- m. Expedited Referral to Pre-Approved Pilot Services
- i. The BH I/DD Tailored Plan shall permit a Designated Pilot Care Management Entity to refer eligible Pilot enrollees to passthrough Pilot services (also known as pre-approved Pilot services) for a passthrough period of thirty (30) Calendar Days without BH I/DD Tailored Plan authorization.
 - ii. Passthrough Pilot services shall include:
 - (a) Fruit and Vegetable Prescription;
 - (b) Healthy Food Box (For Pick-Up);
 - (c) Healthy Food Box (Delivered);
 - (d) Healthy Meal (For Pick-Up);
 - (e) Healthy Meal (Home Delivered);
 - (f) Reimbursement for Health-Related Public Transportation; and
 - (g) Reimbursement for Health-Related Private Transportation.
 - iii. The BH I/DD Tailored Plan shall ensure that the Designated Pilot Care Management Entity
 - (a) Documents a Pilot enrollee's eligibility and service-specific eligibility within NCCARE360 for passthrough Pilot services.
 - (b) Submits a request for authorization to the BH I/DD Tailored Plan using the PESA in NCCARE360 for passthrough Pilot services.
 - 1. If applicable, recommends an additional duration of the service beyond the passthrough period, indicating that the Member is provisionally enrolled in the Pilot and pre-authorized to receive a Pilot service for passthrough period of up to thirty (30) Calendar Days in NCCARE360.
 - (c) Refers the Member to a Pilot-participating HSO for a passthrough period of up to thirty (30) Calendar Days.
 - 1. The Designated Pilot Care Management Entity does not need to receive service authorization from the BH I/DD Tailored Plan prior to making a referral for passthrough Pilot services.
 - (d) Does not refer more than one passthrough period for each passthrough service per Pilot enrollee, per Pilot enrollment period.

- (e) If the BH I/DD Tailored Plan authorizes the Member to receive additional Pilot services beyond the initial passthrough period, the Designated Pilot Care Management Entity shall communicate to the Member that they are authorized to receive the full duration of the Pilot service recommended.
- (f) If the BH I/DD Tailored Plan does not authorize a Member to receive additional Pilot services beyond the initial passthrough period, the Designated Pilot Care Management Entity shall:
 - 1. Not issue another referral for the remaining Pilot services past the initial passthrough period.
 - 2. Communicate to the HSO that it should stop invoicing for the Pilot service after the initial passthrough period.
 - 3. Communicate to the Member that the Pilot service is not authorized past the initial passthrough period and refer the Member to other non-Pilot services to meet their needs.
- iv. The BH I/DD Tailored Plan shall review the Designated Pilot Care Management Entity's PESA documentation in NCCARE360 to verify or deny the Member's Pilot eligibility and authorize or deny the continuation of passthrough Pilot services beyond the thirty (30) Calendar Day passthrough period within ten (10) Business Days of receiving the PESA from the Member's Designated Pilot Care Management Entity through NCCARE360.
- v. If the BH I/DD Tailored Plan authorizes the continuation of passthrough Pilot services past the initial passthrough period, the BH I/DD Tailored Plan shall document the authorization of services from the PESA and Pilot enrollment in NCCARE360.
 - (a) The date of Pilot enrollment shall be equivalent to the date of the referral generated by the Designated Pilot Care Management Entity that began the passthrough period.
- vi. If PESA is missing any required information, the BH I/DD Tailored Plan shall work with the Designated Pilot Care Management Entity to attempt to obtain it.
- vii. If the BH I/DD Tailored Plan does not authorize passthrough Pilot service(s) past the initial thirty (30) Calendar Day passthrough period:
 - (a) The BH I/DD Tailored Plan shall update NCCARE360 to reflect that the service is not authorized beyond the passthrough period;
 - (b) The BH I/DD Tailored Plan shall ensure that the Designated Pilot Care Management Entity refers the Member to other appropriate Pilot or non-Pilot service(s) to meet their needs; and
 - (c) The BH I/DD Tailored Plan shall pay for Pilot services that have been delivered during the passthrough period using Pilot service delivery funds from its capped allocation.
- viii. The BH I/DD Tailored Plan shall not add additional authorization or oversight processes on the Designated Pilot Care Management Entities for passthrough Pilot services above and beyond those required by the Department.
- ix. The BH I/DD Tailored Plan shall have the ability to address a Designated Pilot Care Management Entity's ability to refer Members to passthrough Pilot services if the Designated Pilot Care Management Entity is found to have a pattern of approving passthrough services to Members that are subsequently found to be ineligible for the Pilot or if the BH I/DD Tailored Plan runs out of Pilot funds.
 - (a) The BH I/DD Tailored Plan shall address the issue first by leveraging any existing notification and/or corrective action plan process the BH I/DD Tailored Plan typically uses with Designated Pilot Care Management Entities.
 - (b) If unsuccessful, the BH I/DD Tailored Plan may rescind the Designated Pilot Care Management Entity's ability to refer passthrough Pilot services and notify the Department to limit the Designated Pilot Care Management Entity's access to passthrough services, as appropriate.
- n. Pilot Service Mix and Eligibility Reassessment
 - i. The BH I/DD Tailored Plan shall ensure that the Designated Pilot Care Management Entity
 - (a) Conducts a reassessment for the mix of Pilot services no less frequently than every three (3) months and for the eligibility for services no less frequently than every six (6) months.
 - (b) Tracks when the Pilot enrollees it manages care for require Pilot service mix and eligibility reassessments.
 - (c) Makes best efforts¹ to schedule a reassessment with identified Pilot enrollees to occur within thirty (30) Calendar Days of the due date.
 - 1. Service mix and eligibility reassessments may be completed in-person, telephonically, or by video (in compliance with any applicable state or federal laws).
 - (d) Reviews all available data on the Pilot enrollee in preparation for the reassessment.
 - (e) Assesses the enrollee to understand if current Pilot services are meeting the Member's needs.
 - (f) Utilizes the Department's standardized Healthy Opportunities screening questions and/or other assessments to evaluate if the Pilot enrollee needs additional Pilot services, including in other domains.
 - (g) Discontinues a Pilot service if it is no longer meeting the Member's needs.
 - 1. For Pilot services that must be discontinued, the BH I/DD Tailored Plan shall ensure the Pilot Enrollee's Designated Care Managed Entity:
 - a. Documents the service being discontinued and the rationale (e.g., if the service is no longer meeting the Member's need) in the Member's PESA; and
 - b. Transmits the Member's PESA to the BH I/DD Tailored Plan via NCCARE360 to notify of the discontinued service.
 - 2. For Members that require new or modified Pilot services in lieu of the discontinued service, the BH I/DD Tailored Plan shall ensure the Designated Pilot Care Management Entity submits a recommended Pilot service to the BH I/DD Tailored Plan as part of the PESA.
 - (h) Recommends additional Pilot services for the Member to the Member's BH I/DD Tailored Plan if needed.
 - (i) Conducts a reassessment of each of its Pilot enrollee's Pilot eligibility at least every six (6) months.

¹ The Department defines "best efforts" as including at least two documented follow up attempts to contact the Member if the first attempt is unsuccessful.

1. Recommends the Member's disenrollment from the Pilot to the Member's BH I/DD Tailored Plan if the Member is no longer eligible.
- (j) Documents the results of the service mix and eligibility reassessments, including by:
 1. Documenting and transmitting outcomes of the reassessments to the Member's BH I/DD Tailored Plan via NCCARE360.
- (k) Makes monthly attempts to conduct the reassessment following the original date if not completed on time.
 1. Recommends the Member's disenrollment from the Pilot to the Member's BH I/DD Tailored Plan if Member has not completed a reassessment within six (6) months of the last reassessment, whether the last reassessment is of service mix or eligibility.
- (l) Makes best effort to communicate the discontinuation of any Pilot services with the Member and identifies other Pilot or non-Pilot services to meet the Member's needs.
- ii. Upon receiving results of a Member's reassessment from the Designated Pilot Care Management Entity via NCCARE360, the BH I/DD Tailored Plan shall authorize or deny any new recommended Pilot services and any changes to Pilot eligibility or enrollment, as appropriate, in NCCARE360.
 - (a) The following circumstances can result in Pilot disenrollment:
 1. The Member is no longer eligible for the Pilot program or any Pilot service as described in *Section 1.f. Pilot Program Eligibility Criteria* above;
 2. The Member is no longer authorized to receive any Pilot service;
 3. The Member has neither responded to an outreach for, nor completed, either a service mix or eligibility reassessment within six (6) months of the last assessment;
 4. The Member's needs have been met and the Member no longer requires Pilot service(s); and
 5. The BH I/DD Tailored Plan has expended all available Pilot service delivery funds.
 - iii. The BH I/DD Tailored Plan is not required to conduct or allow a reassessment if the BH I/DD Tailored Plan has dispersed all of their capped allocation for that Pilot Year.
 - iv. For Pilot enrollees that receive Tailored Care Management, the BH I/DD Tailored Plan shall ensure Designated Pilot Care Management Entities conduct the Pilot service mix review and eligibility reassessment as part of ongoing Tailored Care Management and in the course of delivering the required Tailored Care Management contacts described in *Contract Section V.B.3.ii.(x)(l)*.
- o. The BH I/DD Tailored Plan shall update their Care Management Policy or develop a separate Healthy Opportunities Pilot Care Management Policy to include the BH I/DD Tailored Plan's approach to meet the requirements of this Section. The BH I/DD Tailored Plan shall submit the Policy for review and approval by the Department upon request.
- p. Interpersonal Violence (IPV)-Related Services
 - i. In order to operationalize the provision of IPV-Related Services through the Healthy Opportunities Pilot, the BH I/DD Tailored Plan acknowledges and agrees that certain privacy, security, access, functional, and other system changes to NCCARE360 enabling and supporting the authorization of, reimbursement for, and safe delivery of IPV-Related Services shall be developed by the Department and Unite Us, approved by the Department, built by Unite Us, tested for functionality by the BH I/DD Tailored Plan, and, upon successful completion of testing, implemented by Unite Us at a date to be determined by the Department. The BH I/DD Tailored Plan shall use the NCCARE360 functionality for IPV-Related Services for Healthy Opportunity Pilot Enrollees once it is available. The PHP is not required to cover the cost of the system changes to NCCARE360 related to functionality of IPV-related services.
 - ii. The BH I/DD Tailored Plan shall adhere to those certain conditions, requirements, and standards regarding IPV-Related Services, data referencing or regarding IPV-Related Services and Members receiving such services, and communications to Members receiving IPV-Related services, collectively as set forth in *Section 9. Healthy Opportunities Pilot Interpersonal Violence (IPV)-Related Services: Conditions, Requirements, and Standards* below.
 - (a) The conditions, requirements, and standards contained in *Section 9. Healthy Opportunities Pilot Interpersonal Violence (IPV)-Related Services: Conditions, Requirements, and Standards* are in addition to, and not in lieu of, all other conditions, requirements, and standards set forth in this Contract, and to the greatest extent possible the provisions of *Section 9. Healthy Opportunities Pilot Interpersonal Violence (IPV)-Related Services: Conditions, Requirements, and Standards* shall be read and interpreted to be conjunctive with the provisions of this Contract; *provided, however*, that to the extent that the terms of *Section 9. Healthy Opportunities Pilot Interpersonal Violence (IPV)-Related Services: Conditions, Requirements, and Standards* directly conflicts with a provision of this Contract, the terms of *Section 9. Healthy Opportunities Pilot Interpersonal Violence (IPV)-Related Services: Conditions, Requirements, and Standards* shall govern.
 - iii. The BH I/DD Tailored Plan shall begin offering IPV services on a date to be determined by the Department in coordination with the BH I/DD Tailored Plan and with at least ninety (90) Calendar Days' notice to the BH I/DD Tailored Plan.
- q. Quality Improvement and Pilot Program Evaluation
 - i. The BH I/DD Tailored Plan shall collaborate with Network Leads regularly and at reasonable request of the Network Lead to support Network Leads' development of training, technical assistance and convenings and to support Network Leads' requirements to improve HSO performance.
 - ii. The BH I/DD Tailored Plan shall provide timely and accurate reports to the Department in accordance with *Contract Section V.A.2.iv Reporting for Medicaid and State-Funded* and *Section VII. Attachment J. Reporting Requirements* as revised, to support:
 - (a) Pilot program evaluation;
 - (b) Department reporting to CMS; and
 - (c) Department efforts to monitor, evaluate, and improve Pilot program implementation.
 - iii. The BH I/DD Tailored Plan shall submit timely, complete, accurate data to the Department as required in *Section 8. Technical Requirements* of this Amendment. The BH I/DD Tailored Plan's data submissions shall conform to all Department requirements regarding:

- (a) Data elements contained in the data submission;
 - (b) File format, including any requirements that specific data be submitted in a machine- readable format and include accompanying metadata;
 - (c) Cadence and timeliness of data submission;
 - (d) Data completeness, accuracy, or any other components of data quality or integrity;
 - (e) Data privacy and security standards and processes; and
 - (f) Data governance policies, processes, and controls.
- iv. The BH I/DD Tailored Plan shall ensure it and its Designated Pilot Care Management Entities:
- (a) Participate in relevant Pilot-related learning collaboratives, training, technical assistance activities, and meetings as requested by the Network Lead or the Department.

2. Administration and Management

- a. The BH I/DD Tailored Plan shall comply with the following Healthy Opportunities Policies as defined in *Section V.A.1.I.(IX)* of the Contract.
 - i. Healthy Opportunities Pilot Care Management Protocol: Tailored Plan;
 - ii. Healthy Opportunities Pilot Payment Protocol: Tailored Plan;
 - iii. Healthy Opportunities Pilot Transitions of Care Protocol: Tailored Plan; and
 - iv. Healthy Opportunities Pilot Tailored Plan Value-Based Payment Guide.
- b. The BH I/DD Tailored Plan shall employ a Healthy Opportunities Pilot Program Director. This position shall be considered Key Personnel as defined in *Section V.A.1.IX* of the Contract. The Healthy Opportunities Pilot Program Director shall be assigned, unless otherwise indicated, exclusive to the North Carolina Medicaid and State-funded Services market, and shall ensure the position is filled for the duration of this Contract and shall meet the requirements defined in *Table 2. Healthy Opportunities Pilot Program Director Key Personnel Requirements*.

Table 2. Healthy Opportunities Pilot Program Director Key Personnel Requirements		
Role	Duties and Responsibilities of the Role	Minimum Certifications and/or Credentials Requested by the Department
Healthy Opportunities Pilot Program Director	Individual responsible for: <ul style="list-style-type: none"> • Serving as the BH I/DD Tailored Plan’s liaison with the Department and other Pilot entities (including Network Leads, HSOs, NCCARE360 vendor, and Designated Pilot Care Management entities on Pilot-related issues-topics) on the BH I/DD Tailored Plan’s Pilot-related roles and responsibilities • Overseeing the Pilot on behalf of the BH I/DD Tailored Plan and coordinating within the organization to ensure all BH I/DD Tailored Plan Pilot responsibilities are met • Tracking BH I/DD Tailored Plan’s compliance and performance against Pilot-related deadlines and milestones • Submitting Pilot-related reports to the Department by required deadlines • Supporting HSOs to ensure their capacity to receive payment for authorized Pilot services delivered (e.g., via direct deposit) • Ensuring the BH I/DD Tailored Plan and its Designated Pilot Care Management Entities (as appropriate) are onboarded onto and using NCCARE360 for its Pilot-related functionalities; and, • Ensuring BH I/DD Tailored Plan staff who use NCCARE360 have proper access to the platform. 	<ul style="list-style-type: none"> • Must reside in North Carolina and be hired no later than August 1, 2023 • Minimum of two (2) years of experience serving or working on behalf of Medicaid beneficiaries. Experience with BH and I/DD populations is preferred. • Minimum of two (2) years of experience project managing large and complex engagements • Minimum of two (2) years of experience coordinating across different types of stakeholders • Minimum of two (2) years of experience in an organization or field that demonstrates an understanding of the impact of social needs on individuals’ health and well-being

3. Program Operations

- a. The BH I/DD Tailored Plan shall develop Service Lines Scripts to include Healthy Opportunities Pilot services for Medicaid Members, including information on Pilot program eligibility criteria, counties included in Pilot regions, Pilot services offered, and connecting the Member to Tailored Care Management to assess the Member for Pilot eligibility. The service line scripts shall comply with the requirements of *Section V.A.2.i.(xiv)* of the Contract.
- b. Healthy Opportunities Pilot Compliance Program
 - i. If the BH I/DD Tailored Plan identifies a significant performance issue or program integrity issue with an HSO, the BH I/DD Tailored Plan shall notify the Network Lead within three (3) Business Days to enable the Network Lead to:
 - (a) Conduct an investigation, and
 - (b) Conduct HSO performance improvement activities consistent with the BH I/DD Tailored Plan-Network Lead and Network Lead-HSO model contracts.
 - ii. For the purposes of this Section, a significant performance issue is defined as three (3) or more incidents within three (3) months of failures to comply with material Pilot program requirements.
 - iii. For the purposes of this Section, a program integrity issue is defined as one incident that would likely affect the health or safety of a Pilot Enrollee or inappropriate management of Pilot funding.
 - iv. In the event of verified performance issue or program integrity issue identified by the Network Lead during the investigation results in suspension or termination of the HSO from its network, the BH I/DD Tailored Plan shall:
 - (a) Stop payment to the HSO within one (1) Business Day of notification of suspension or termination by the Network Lead or Department.
 - (b) Begin payment, as owed, to the HSO within three (3) Business Days if suspension is lifted at the direction of the Network Lead or Department.
 - v. The BH I/DD Tailored Plan's contracted Network Lead shall make best efforts to facilitate resolution of overpayments consistent with the Department-Network Lead Contract, the BH I/DD Tailored Plan-Network Lead model contract, and the Network Lead-HSO Contract. In the event of an overpayment identified by the Network Lead or Department to an HSO, the HSO shall return payment to the BH I/DD Tailored Plan or Department, at the Department's sole discretion, as facilitated by the Network Lead.
 - vi. The BH I/DD Tailored Plan shall have the right to inspect, during normal business hours, Network Lead's records related to Pilot service provision by HSOs, or Network Lead's obligations under the BH I/DD Tailored Plan-Network Lead contract. The BH I/DD Tailored Plan shall provide at least thirty (30) Calendar Day advance notice to the Network Lead and shall limit the inspection to purposes related specifically to obligations of the Network Lead to the BH I/DD Tailored Plan and as applicable to BH I/DD Tailored Plan-Network Lead contract.
- c. Healthy Opportunities Pilot Fraud, Waste, and Abuse Prevention
 - i. The BH I/DD Tailored Plan's contracted Network Lead shall make best efforts to facilitate resolution of overpayments or underpayments due to fraud, waste, and abuse between the BH I/DD Tailored Plan and HSOs consistent with Department-Network Lead Contract, the BH I/DD Tailored Plan-Network Lead model contract, and the Network Lead-HSO Contract.
 - ii. In the event of an underpayment identified by the Network Lead to an HSO due to fraud, waste or abuse, the BH I/DD Tailored Plan shall make a payment to the HSO in the amount it is owed.
 - iii. In the event of an overpayment identified by the Network Lead to an HSO due to a finding of fraud, waste, or abuse, the HSO shall return payment to the BH I/DD Tailored Plan or Department, at the Department's sole discretion, as facilitated by the Network Lead.

4. Members

- a. Transitions of Care
 - i. The BH I/DD Tailored Plan shall handle Pilot-related transitions of care as described in this Section and further detailed in the *Healthy Opportunities Pilot Transitions of Care Protocol: Tailored Plan*.
 - ii. The BH I/DD Tailored Plan shall develop policies, processes, and procedures to support Pilot enrollees transitioning between PHPs, the Tribal Option, and NC Medicaid Direct, consistent with the *Healthy Opportunities Pilot Transitions of Care Protocol: Tailored Plan*. The BH I/DD Tailored Plan shall submit an updated version of its Transition of Care Policy or a new Healthy Opportunities Pilot Transition of Care Policy to reflect transitions of Healthy Opportunities Pilot enrollees to the Department consistent with the requirements in this Section for review and approval upon request by the Department.
 - iii. Pilot enrollees moving to another PHP, delivery system, or county not covered by the Healthy Opportunities Pilot
 - (a) If the Member transitions to another PHP or delivery system and the Member's address remains in the same county or changes to another county covered by the Healthy Opportunities Pilot:
 1. Upon notification via the Department's standard eligibility file that a Pilot enrollee is transitioning to another PHP or the Tribal Option, upon launch of the Healthy Opportunities Pilot for Tribal Option Members, the BH I/DD Tailored Plan or its Designated Pilot Care Management Entity shall provide Pilot-related information to the PHP or Tribal Option using a Transition of Care Assessment in NCCARE360 and through DHB's defined processes in the Healthy Opportunities Pilot Transition of Care Protocol: Tailored Plan, including, but not limited to:
 - a. Pilot enrollment status;
 - b. Member consent documentation; and

- c. Completed PESA, including:
 - i. Pilot-qualifying physical/behavioral health and social risk factor(s);
 - ii. Current and previously authorized Pilot services and duration of services (e.g., healthy food box for three (3) months);
 - iii. Documentation of Member's Pilot consents;
 - iv. Date of Pilot enrollment; and,
 - v. Payments made for Pilot services.
- 2. The BH I/DD Tailored Plan shall end date its coverage of the Pilot enrollee and add the receiving PHP or Tribal Option, upon launch of the Healthy Opportunities Pilot for Tribal Option Members, in NCCARE360. The end date shall be the later of the date of disenrollment from the BH I/DD Tailored Plan or the date of notification of retroactive disenrollment provided to the BH I/DD Tailored Plan by the Department via the Department's standard eligibility file.
- 3. The BH I/DD Tailored Plan shall notify the Designated Pilot Care Management Entity, outside of NCCARE360, of the plan change. Delegated Care Management Entities will receive the notification via the Beneficiary Assignment file.
- 4. If the transition results in a change to the Member's Designated Pilot Care Management Entity, the BH I/DD Tailored Plan shall ensure:
 - a. Medical records, including the Pilot information in the Member's Care Plan or Individual Support Plan (ISP), when available, is transferred to the receiving PHP or Tribal Option, upon launch of the Healthy Opportunities Pilot for Tribal Option Members.
 - b. The Member's Designated Pilot Care Management Entity completes the Transition of Care Assessment and sends via a Transition of Care Referral Request in NCCARE360 to the receiving PHP or Tribal Option, upon launch of the Healthy Opportunities Pilot for Tribal Option Members.
- 5. The BH I/DD Tailored Plan shall notify the Network Lead and HSO(s) of the change in PHP or Tribal Option, upon launch of the Healthy Opportunities Pilot for Tribal Option Members, and where invoices for Pilot services for that Pilot enrollee should be routed.
- 6. The BH I/DD Tailored Plan shall bear the financial responsibility of authorized Pilot services or passthrough services that have been delivered to the Member while still enrolled with its BH I/DD Tailored Plan even if the associated invoice is received after the Member is no longer enrolled with the BH I/DD Tailored Plan.
- 7. The BH I/DD Tailored Plan shall bear the financial responsibility of an authorized, one-time Pilot service (e.g., home modifications) which has been authorized and started while the Member is still enrolled with the BH I/DD Tailored Plan. Such services shall be considered non-transferrable to a receiving PHP or Tribal Option, upon launch of the Healthy Opportunities Pilot for Tribal Option Members.
- 8. If the BH I/DD Tailored Plan receives an invoice that is not within its payment responsibilities, as defined by the Department, the BH I/DD Tailored Plan shall deny the invoice, following existing Pilot invoice denial steps defined in the Healthy Opportunities Pilot Payment Protocol and the Healthy Opportunities Pilot NCCARE360 Invoice File(s) Companion Guides, and notify the receiving PHP or Tribal Option, upon launch of the Healthy Opportunities Pilot for Tribal Option Members, and Network Lead.
- (b) Pilot enrollees transitioning to Medicaid Direct, Tribal Option, in advance of launch of the Healthy Opportunities Pilot for Tribal Option Members, or to a county not covered by the Healthy Opportunities Pilot:
 - 1. Within ten (10) Calendar Days of notification via the Department's standard eligibility file that a Pilot enrollee is transitioning to Medicaid Direct, Tribal Option, in advance of the launch of Healthy Opportunities Pilot for Tribal Option Members, or to a county not covered by the Healthy Opportunities Pilot, the Care Management Entity shall inform the HSO(s) and the corresponding Network Lead outside of NCCARE360 of the date of disenrollment.
 - 2. The BH I/DD Tailored Plan shall bear the financial responsibility of authorized Pilot services that have been delivered to the Pilot enrollee through the date of disenrollment or the date that the HSO was notified, whichever is later — even if the invoice for the service is submitted after the point of the transition. If there are authorized services remaining on a referral on the date of disenrollment, the BH I/DD Tailored Plan shall work with the HSO(s) to close the case for those services and inform the HSO that those services are no longer reimbursable by Medicaid. The BH I/DD Tailored Plan will not be required to return pilot funding to the Department for authorized Pilot services delivered prior to the date of disenrollment.
 - 3. The BH I/DD Tailored Plan shall end date its coverage of the Pilot enrollee in NCCARE360 to be the later of the date of disenrollment or notification of retroactive disenrollment provided by the Department via the Department's standard eligibility file.
- iv. Pilot enrollees enrolling in the BH I/DD Tailored Plan
 - (a) The BH I/DD Tailored Plan shall ensure that Pilot enrollees who were receiving Pilot services authorized by the former PHP or Tribal Option, upon launch of the Healthy Opportunity Pilot for Tribal Option Members:
 - 1. Continue receiving the services authorized by the former PHP or Tribal Option for up to ninety (90) Calendar Days from the time of enrollment with the BH I/DD Tailored Plan or until the authorized number or duration of current Pilot service expires, whichever comes first; and,

2. Are reassessed for ongoing Pilot eligibility and service mix within ninety (90) Calendar Days of transfer to the BH I/DD Tailored Plan.
 3. Should the Pilot enrollee's previously authorized services not be available in the BH/ IDD Tailored Plan's region, the BH I/DD Tailored Plan may instruct the Pilot enrollee's new or existing Designated Pilot Care Management Entity to switch the service for a medically appropriate replacement available in the Pilot enrollee's new region.
- (b) The BH I/DD Tailored Plan shall accept the Transition of Care Assessment in NCCARE360 from the former PHP or Tribal Option, upon launch of the Healthy Opportunities Pilot for Tribal Option Members.
 - (c) The BH I/DD Tailored Plan shall consider Pilot enrollment as part of the Tailored Care Management assignment process, alongside other factors that are required to be considered as part of the Tailored Care Management assignment process. If a Member enrolled in the Pilot does not choose an organization where they will obtain Tailored Care Management, when making a Tailored Care Management assignment, the BH I/DD Tailored Plan should consider assigning a Member to an AMH+/CMA that will be able to deliver both Tailored Care Management and Pilot Care management or assigning a Member to the BH I/DD Tailored Plan, which will deliver both Tailored Care Management and Pilot Care management.
 - (d) If the Member remains Pilot-enrolled and the transition results in a change to the Member's care management team, the BH I/DD Tailored Plan shall ensure that the Member has been assigned a new care management team that meets their needs and preferences and that is able to assume Pilot-related responsibilities. The BH I/DD Tailored Plan shall provide the new care management team with Pilot-related information from the Member's Care Plan.
 1. If the Pilot enrollee will receive care management from a new Designated Pilot Care Management Entity, the BH I/DD Tailored Plan shall send the Transition of Care Assessment in NCCARE360 to the new Designated Pilot Care Management Entity.
 - (e) If the Member remains Pilot-enrolled and will be managed by the existing Designated Pilot Care Management Entity, then the existing Designated Pilot Care Management Entity shall send a new service authorization(s) to the BH I/DD Tailored Plan for services included in the Transition of Care Assessment. The BH I/DD Tailored Plan shall follow the authorization process as defined in *Section 1.i.* of this Amendment.
- v. Healthy Opportunities Pilot Continuation of Care
- (a) In an instance where an HSO that is providing Pilot services to a BH I/DD Tailored Plan's Members is terminated from the Network Lead's network, the BH I/DD Tailored Plan shall:
 1. Ensure that the care management team at the Designated Pilot Care Management Entity identifies an alternative HSO in the Pilot network providing that service, if possible.
 2. Work with the care management team to authorize the continuation of that services at the alternative HSO.
- b. Member engagement
- i. The Member Service staff of the BH I/DD Tailored Plan shall be responsible for educating and assisting Members with obtaining Healthy Opportunities Pilot services including how to access services and instructions for submitting a Pilot-related grievance.
 - ii. The BH I/DD Tailored Plan shall include information on Healthy Opportunities Pilot services on the Member Services Website and shall be available, including how to access services and instructions for submitting a Pilot-related grievance within two (2) "clicks" from the homepage.
 - iii. The BH I/DD Tailored Plan shall ensure that the Member Handbook, Innovations Member and Family Handbook, and TBI Handbook includes sufficient information that enables the Member to understand Healthy Opportunities Pilot services, including how to access services and instructions for submitting a Pilot-related grievance.
- c. Healthy Opportunities Pilot Enrollee Communication Requirements
- i. The BH I/DD Tailored Plan shall ensure that:
 - (a) Its employed or contracted Care Managers obtain the Healthy Opportunities Pilot Enrollee's contact requirements from each Healthy Opportunities Pilot Enrollee assigned to them, which requirements Care Managers shall record in NCCARE360 using the greatest degree of specificity possible. At a minimum, Care Managers shall obtain from and record for each Healthy Opportunities Pilot Enrollee assigned to them such Healthy Opportunities Pilot Enrollee's: (i) preferred dates or days of the week for being contacted, time of day at which to be contacted, and modality of contact (e.g., calls vs. texts, use of voicemail, email, postal mail, etc.), (ii) whether any other days of the week, times of day, or modalities for contact must not be used, and (iii) whether it is acceptable to leave a message for the Member using their preferred modality of contact.
 - (b) Upon request by a Healthy Opportunities Pilot Enrollee, Care Manager shall update such Healthy Opportunities Pilot Enrollee's contact requirements in NCCARE360 within one (1) business day.
 - (c) Each individual in the BH I/DD Tailored Plan's employed or contracted workforce who, as part of their role or function, is expected to or does conduct direct outreach to Healthy Opportunities Pilot Enrollees, including but not limited to Care Managers, reviews and adheres to a Healthy Opportunities Pilot Enrollee's recorded contact requirements, as outlined in the Healthy Opportunities Pilot IPV Protocol, prior to each instance of conducting outreach to such Healthy Opportunities Pilot Enrollee.

- ii. **Healthy Opportunities Pilot Enrollee Opt-In/Opt-Out Communication Requirements.**
 - (a) The BH I/DD Tailored Plan shall ensure that all individuals in BH I/DD Tailored Plan’s employed and contracted workforce (including Care Managers) adhere to Healthy Opportunities Pilot Enrollees’ requirements for either opting-in or opting-out of Pilot-specific communications from Pilot entities, as selected by Healthy Opportunities Pilot Enrollees during their initial Pilot assessment with their respective Care Managers and as amended from time to time thereafter in the Healthy Opportunities Pilot Enrollee’s sole discretion.
 - (b) Notwithstanding the above, if a Care Manager or individual in the BH I/DD Tailored Plan’s workforce needs to communicate with a Healthy Opportunities Pilot Enrollee, including but not limited to, regarding a three-month Pilot service mix review and/or a six-month eligibility reassessment, or related to automated notifications from NCCARE360 (e.g., for notice of an accepted referral), such Care Manager or individual in the BH I/DD Tailored Plan’s workforce may send such communications only if adhering to the requirements set forth in this Section.
- d. **Healthy Opportunities Pilot Services Grievances**
 - i. The BH I/DD Tailored Plan shall allow a Member or authorized representative to file a grievance related to Healthy Opportunities Pilot services.
 - ii. Healthy Opportunities Pilot service Member grievances may include:
 - (a) Grievances regarding eligibility determination for Pilot program or Pilot service(s);
 - (b) Grievances regarding Pilot service authorization; and
 - (c) Other grievances regarding access to, or coverage of, Pilot services.
 - iii. The BH I/DD Tailored Plan shall address, track, and report to the Department all Healthy Opportunities Pilot service Member grievances consistent with the requirements of this Section.
 - iv. The BH I/DD Tailored Plan shall develop a Healthy Opportunities Pilot Member Grievance Policy that outlines the BH I/DD Tailored Plan’s approach to meet the requirements of this Section. The BH I/DD Tailored Plan shall submit the Policy for review and approval by the Department upon request.
 - v. The BH I/DD Tailored Plan shall accept, track, and address Members’ Healthy Opportunity Pilot service grievances routed from the Department, Ombudsman, or a Network Lead.
 - vi. If the BH I/DD Tailored Plan receives a Member grievance unrelated to BH I/DD Tailored Plan Healthy Opportunity Pilot service responsibilities, the BH I/DD Tailored Plan shall route Healthy Opportunity Pilot service Member grievances to the appropriate entity (e.g., Network Lead for HSO network issues, Designated Pilot Care Management Entity for care management issues), as applicable, within three (3) Business Days of receipt.
 - vii. The BH I/DD Tailored Plan shall manage grievances for passthrough service authorizations regardless of whether the Member was enrolled with the BH I/DD Tailored Plan at the passthrough service determination and should not route grievances for passthrough service authorizations to a Member’s prior BH I/DD Tailored Plan for resolution.
 - viii. The BH I/DD Tailored Plan shall provide information on its Healthy Opportunity Pilot service Member grievances process to a Network Lead at the Network Lead’s request.

5. Care Management

- a. Other care management entities under contract with BH I/DD Tailored Plans:
 - i. Care management entities (including AMH+s/CMAs) are encouraged, but not required, to use NCCARE360 for the functions outlined in *Section V.B.3.ix.(iv).(b)(1)* of the Contract, unless the entity is participating in the Healthy Opportunities Pilot, in which case it is required to use NCCARE360.
 - (a) Designated Pilot Care Management Entities shall use NCCARE360 for the functions outlined in *Section 1. Healthy Opportunities Pilot to Address Unmet Health-Related Resource Needs* of this Amendment.
 - (b) The BH I/DD Tailored Plan shall include the requirement for Designated Pilot Care Management Entities to use NCCARE360 for functions outlined in *Section 1. Healthy Opportunities Pilot to Address Unmet Health-Related Resource Needs* of this Amendment in its contracts with such entities.
 - ii. The Department shall work with Unite USA, Inc. to facilitate NCCARE360 licensing and training for care management entities that choose to use NCCARE360 for Tailored Care Management or are required to use NCCARE360 for the Healthy Opportunities Pilot.
 - iii. The Department will ensure that a care management entity that chooses to, or is required to, use NCCARE360 gains and maintains access to the Unite USA, Inc. NCCARE360 Base Package and Base Support, as outlined in *Section V.B.3.ix.(iv).(b)(2)(ii)* of the Contract and NCCARE360 Pilot functionality, if participating in the Healthy Opportunities Pilot. All requirements outlined in *Section V.B.3.ix.(iv).(b)(2)(ii)* of the Contract and *Section 1. Healthy Opportunities Pilot to Address Unmet Health-Related Resource Needs* of this Amendment will be funded by the Department. Any additional NCCARE360 functionality that is not necessary to support the requirements of the Department will not be funded by the Department.

6. Providers

- a. Relationship between the BH I/DD Tailored Plan and Network Lead for the Healthy Opportunities Pilot
 - i. The BH I/DD Tailored Plan shall contract with any Healthy Opportunities Network Lead operating in the BH I/DD Tailored Plan’s Region(s) and using a Department-standardized BH I/DD Tailored Plan-Network Lead model contract, to access the Network Lead’s network of Pilot providers, also referred to as Human Service Organizations (HSOs).

- (a) The BH I/DD Tailored Plan shall not amend the Department-standardized BH I/DD Tailored Plan-Network Lead model contract except as required by the Department.
 - (b) The BH I/DD Tailored Plan shall not contract directly with HSOs for the purposes of Pilot program activities for the duration of the Pilot program.
- ii. The BH I/DD Tailored Plan shall not be required to compensate Network Leads for responsibilities related to the Pilot program.
- iii. The BH I/DD Tailored Plan shall execute business associate agreement with each Network Lead using a Department-defined template.
- b. Required Standard Provisions for BH/IDD Tailored Plan and Provider Contracts
 - i. The BH I/DD Tailored Plan shall include Department-developed standard contracts clauses in contracts with Designated Pilot Care Management Entities:
 - (a) The Designated Pilot Care Management Entity shall:
 1. Utilize NCCARE360 for functions outlined in BH I/DD Tailored Plan *Contract Section V.B.3.ix.(iv)(b)(1)* and *Section 1. Healthy Opportunities Pilot to Address Unmet Health-Related Resource Needs* of this Amendment.
 2. Manage transitions of care for Pilot-enrolled Members as outlined in *Section 4.a. Transition of Care for Members enrolled in the Healthy Opportunities Pilot* of this Amendment.
 3. Perform Pilot-related care management responsibilities as outlined in *Section 1. Healthy Opportunities Pilot to Address Unmet Health-Related Resource Needs* of this Amendment.
 4. Abide by the Pilot provider complaint process described in *Section 6.d. HSO Provider Grievances related to Health Opportunities Pilot* of this Amendment.
 5. Adhere to the technology requirements described in *Section 8. Technical Requirements* of this Amendment.
 - (b) The BH I/DD Tailored Plan shall:
 1. Make Pilot care management payments to Designated Pilot Care Management Entities for Pilot-enrolled Members as outlined in BH I/DD Tailored Plan *Contract Section 1.6.c.ii. Pilot Care Management Payments* of this Amendment.
 2. Make the Healthy Opportunities Pilot eligibility criteria, the Healthy Opportunities Pilot Fee Schedule developed by the Department, BH I/DD Tailored Plan timeframes for Pilot service authorization and information on the Pilot Member grievance process available to the Designated Pilot Care Management Entity (as described in *1.4.d. Healthy Opportunities Pilot Services Grievances* of this Amendment).
 - ii. The BH I/DD Tailored Plan shall include Department-developed standard contract language included in the Tailored Care Management Provider Manual in its contracts with Designated Pilot Care Management Entities.
 - iii. Healthy Opportunities Network Leads: The BH I/DD Tailored Plan must contract with any Healthy Opportunities Network Lead operating in the BH I/DD Tailored Plan's Region(s) using a Department-standardized BH I/DD Tailored Plan-Network Lead model contract, to access the Network Lead's network of HSOs.
- c. Provider Payments
 - i. HSO Payments for Pilot Service Invoices
 - (a) The BH I/DD Tailored Plan shall authorize and reimburse for Pilot services in all Pilot domains (housing, food, transportation, and interpersonal safety/toxic stress).
 - (b) The BH I/DD Tailored Plan shall use the Pilot service delivery payment component of its capped allocation to make payments directly to HSOs for the delivery of authorized Pilot services to Pilot enrollees in accordance with the Healthy Opportunities Pilot fee schedule developed by the Department. The BH I/DD Tailored Plan shall not negotiate rates in the Healthy Opportunities Pilot Service Fee Schedule.
 - (c) Invoice Requirements
 1. The BH I/DD Tailored Plan shall process invoices from NCCARE360 for Pilot services delivered by the HSO that were previously authorized by the BH I/DD Tailored Plan and take one of the following actions:
 - a) If the invoice is accurate and the service(s) was authorized by the BH I/DD Tailored Plan:
 - 1) The BH I/DD Tailored Plan shall send an invoice response file to NCCARE360 to approve or deny the invoice within thirty (30) Calendar Days of receipt of the invoice from NCCARE360; and
 - 2) If approved, within thirty (30) Calendar Days of the date of approval of the invoice, the BH I/DD Tailored Plan shall effectuate payment, via check or direct deposit, to the HSO and send an invoice response file to NCCARE360 that includes the amount paid to the HSO.
 - b) If the invoice is inaccurate or invalid, the BH I/DD Tailored Plan shall send an invoice response file to NCCARE360 with an explanation of the basis for denial within thirty (30) Calendar Days of receipt of the invoice from NCCARE360.
 2. The BH I/DD Tailored Plan shall process invoices from NCCARE360 according to the Healthy Opportunities Pilot NCCARE360 837 Companion Guides.
 3. The BH I/DD Tailored Plan shall send invoice response file back to NCCARE360 according to the Healthy Opportunities Pilot NCCARE360 Invoice File(s) Companion Guide.

4. In the event that a BH I/DD Tailored Plan authorized a Pilot service, BH I/DD Tailored Plan shall not deny an invoice from an HSO on the basis of having subsequently retracted such authorization after the Pilot service has been provided by an HSO.
 5. The BH I/DD Tailored Plan shall pay the HSO in the event of a payment error that requires initial, corrected, or additional payment.
- (d) The BH I/DD Tailored Plan shall not contract directly with HSOs for the purposes of Pilot service delivery payments. The BH I/DD Tailored Plan shall make payments to HSOs under the terms of the BH I/DD Tailored Plan-Network Lead Model Contract developed by the Department.
 - (e) The BH I/DD Tailored Plan shall leverage North Carolina's Medicaid Management Information System (or future Medicaid Enterprise System) and collaborate with each contracted Network Lead to ensure HSOs are set up to receive payments from the BH I/DD Tailored Plan, including, at a minimum, developing guidance for HSOs explaining necessary steps to take to receive payments.
 - (f) The BH I/DD Tailored Plan shall, at minimum, include the following information on the Remittance Advice (RA) to the HSOs:
 1. Invoice ID: This shall be identical to the field Invoice_Short_ID from NCCARE360 and be provided for all applicable invoices included in a particular payment made to an HSO
 2. Actual dollar amount: This shall include the actual amount paid for each invoice processed on the payment
 3. Date: This shall reflect the date the payment was made to the HSO
 4. Payment Reference Number
- ii. Pilot Care Management Payments
 - (a) The BH I/DD Tailored Plan shall use care management funds from the Department to make Pilot care management payments to Designated Pilot Care Management Entities. These payments will support Designated Pilot Care Management Entities for Pilot-related care management activities that are above and beyond care management activities for non-Pilot enrollees.
 - (b) The BH I/DD Tailored Plan shall not add requirements above and beyond what the Department requires of Designated Pilot Care Management Entities to participate in the Pilot and receive Pilot care management payments.
 - (c) The BH I/DD Tailored Plan shall pay fixed care management payment amounts set by the Department as defined in the Department's Healthy Opportunities Pilot Payment Protocol, and those care management payment amounts may not be negotiated between the BH I/DD Tailored Plan and Designated Pilot Care Management Entities. The BH I/DD Tailored Plan shall pass on the full amount of care management payments to Designated Pilot Care Management Entities that participate in the Pilot and serve Pilot enrollees. The BH I/DD Tailored Plan cannot retain care management payments.
- d. HSO Provider Grievances related to Health Opportunities Pilot
 - i. The BH I/DD Tailored Plan shall allow an HSO to file a grievance related to Healthy Opportunities Pilot services with the BH I/DD Tailored Plan or through the HSO's Network Lead.
 - ii. Pilot-related HSO grievances may be related to Pilot service payment and include:
 - (a) Payment disputes for denied Pilot service invoices;
 - (b) Payment errors; and
 - (c) Overpayments or underpayments due to fraud, waste, or abuse.
 - iii. The BH I/DD Tailored Plan shall handle HSO grievances related to the Healthy Opportunities Pilot promptly, consistently, fairly, and in compliance with requirements in this Section.
 - iv. The BH I/DD Tailored Plan shall submit a Healthy Opportunities Pilot Provider Grievance Policy to the Department for review and approval upon request.
 - v. Notices
 - (a) The BH I/DD Tailored Plan shall permit Pilot-related HSO grievances to be filed with the BH I/DD Tailored Plan or HSO's Network Lead within thirty (30) Calendar Days of the issue causing the grievance.
 - (b) The BH I/DD Tailored Plan shall acknowledge receipt of each grievance with the HSO and Network Lead within five (5) Calendar Days of receipt of the grievance from the HSO or the HSO's Network Lead.
 - (c) The BH I/DD Tailored Plan shall provide notice of the outcome of the grievance to the HSO and the HSO's Network Lead within thirty (30) Calendar Days of receiving a grievance.

7. Financial Requirements

- a. Capped Allocation Funding
 - i. The BH I/DD Tailored Plan shall develop a comprehensive Capped Allocation Funding Management Policy that outlines the BH I/DD Tailored Plan's approach to use and manage the capped allocation payments described in *Section III.D.34. **PAYMENT AND REIMBURSEMENT*** of the Contract. The BH I/DD Tailored Plan shall submit the Policy for review and approval by the Department upon request.
 - ii. The capped allocation provided to the BH I/DD Tailored Plan will include funding for all Pilot regions. The Department will communicate to the BH I/DD Tailored Plan the amount of funding that shall be distributed in each Pilot region in the Department's Healthy Opportunities Pilot Payment Protocol.
 - iii. The BH I/DD Tailored Plan shall make a good faith effort to utilize capped allocation resources for each Pilot region as directed by the Department.

- iv. The BH I/DD Tailored Plan shall submit information to the Department, upon request, if the BH I/DD Tailored Plan's regional Pilot spending differs from the regional capped allocations provided by the Department. If the BH I/DD Tailored Plan's regional Pilot spending varies more than ten percent (10%) from the regional capped allocations provided by the Department, the BH I/DD Tailored Plan shall adjust its regional spending at the Department's request.
- b. Healthy Opportunities Pilot Value-Based Payments
 - i. The Department will establish a Pilot-specific value-based payment (VBP) program and make Pilot-specific value-based payment payments and withholds to the BH I/DD Tailored Plan in accordance with *Section III.D.34. PAYMENT AND REIMBURSEMENT* of the Contract.
 - ii. The BH I/DD Tailored Plan shall participate in a Pilot-specific VBP program and be subject to value-based payment adjustments, including withholds in accordance with the Department's assessment of the BH I/DD Tailored Plan's performance against specific targets and benchmarks detailed in the Department's Healthy Opportunities Pilot Tailored Plan Value-Based Payment Guide and any additional Pilot VBP guides.
 - iii. The BH I/DD Tailored Plan shall submit information required by the Department to receive value-based payments, including documentation demonstrating that the BH I/DD Tailored Plan has met the required milestones, as described in the Department's Healthy Opportunities Pilot Payment Protocol, Healthy Opportunities Pilot Tailored Plan Value-Based Payment Guide and any additional Pilot VBP Guides.
 - iv. During the Implementation Period and Pilot Service Delivery Period I, the BH I/DD Tailored Plan will receive incentive payments from the Department based on completion of Pilot implementation milestones as detailed in the Department's Healthy Opportunities Pilot Tailored Plan Value-Based Payment Guide. Incentive payments will be tied to:
 - (a) Execution of contracts with all applicable Network Leads operating in the BH I/DD Tailored Plan's region.
 - (b) Successful completion of the Department's Pilot Readiness Review as specified in *Section V.A.1.vi Readiness Requirements* of the Contract.
 - (c) Meeting the Department's Pilot-related systems integration and end-to-end testing standards related to Pilot eligibility, service authorization, referral, invoice, and payment, as specified in *Section V.A.1.vi Readiness Requirements* of the Contract.

8. Technical Specifications

- a. The BH I/DD Tailored Plan shall make modifications as needed to its technology systems and data exchange processes to account for Pilot requirements including, but not limited to:
 - i. Changes to the BH I/DD Tailored Plan systems to allow for the ingestion of the provider enrollment file from North Carolina's Medicaid Management Information System (or future Medicaid Enterprise System) to account for and incorporate changes associated with enrollment of Network Leads and HSOs as Medicaid providers and provider affiliations.
 - ii. Changes to the BH I/DD Tailored Plan systems to allow for sending the BH I/DD Tailored Plan Network File to North Carolina's Medicaid Management Information System (or future Medicaid Enterprise System) with an indicator noting that the BH I/DD Tailored Plan has contracted with a Designated Pilot Care Management Entity to perform Pilot care management according to the Healthy Opportunities Pilot Updated Network File Companion Guide.
 - iii. Changes to the BH I/DD Tailored Plan systems to allow for the ingestion of Member data from NCCARE360 including, but not limited to, Pilot Member enrollment rosters, and Pilot Member consents.
 - iv. Changes to the BH I/DD Tailored Plan systems to allow for the ingestion of data from NCCARE360 associated with the approval and payment of invoices for Pilot service delivered to the BH I/DD Tailored Plan's Members including outbound interfaces to allow the BH I/DD Tailored Plans to update the NCCARES360 platform with payment status.
 - v. Changes to BH I/DD Tailored Plan systems and processes to allow for the transition of Healthy Opportunities Pilot-enrolled Members and associated data from another BH I/DD Tailored Plan, another Medicaid Managed Care Plan, or NC Medicaid Direct to the BH I/DD Tailored Plan. This may include systematic transfers between BH I/DD Tailored Plan systems, changes on the NCCARE360 platform, or manual processes between the sending and receiving care management providers.
 - vi. Changes as needed to BH I/DD Tailored Plan systems to pay HSOs for authorized Pilot services delivered.
 - vii. Changes as needed to BH I/DD Tailored Plan systems to pay Designated Pilot Care Management Entities for providing Pilot care management to enrolled Pilot Members, in accordance with the Healthy Opportunities Pilot Payment Protocol.

9. Healthy Opportunities Pilot Interpersonal Violence (IPV)-Related Services: Conditions, Requirements, and Standards

All capitalized terms used in this **Section 9. Healthy Opportunities Pilot Interpersonal Violence (IPV)-Related Services: Conditions, Requirements, and Standards** not otherwise defined herein shall have the meanings ascribed to them as set forth in the Contract.

1. Access to IPV-Related Information.

- a. The BH I/DD Tailored Plan shall consider any authorizations, services, data, information, reports, invoices, or other sources of information relating to or referencing IPV-Related Services authorized to be furnished to a Member or actually furnished to a Member as "IPV-Related Service Data."
- b. The BH I/DD Tailored Plan shall ensure that all Members of the BH I/DD Tailored Plan's workforce (which term, as used in this Attachment, includes BH I/DD Tailored Plan's employees and contractors, whether or not they are Care Managers) with access to Pilot-related data, including from NCCARE360, complete IPV-related data training including:
 - i. IPV-Related Services;
 - ii. Handling of, privacy of, security of, and access to IPV-Related Service Data; and

- iii. All such other trainings as required by the Contract and by the Department in its sole discretion. The Department shall provide at least ninety (90) Calendar Days' notice of any changes to the Healthy Opportunities Pilot IPV Protocol.
 - c. Upon a BH I/DD Tailored Plan workforce Member's completion of such trainings, the BH I/DD Tailored Plan may designate such individual as an "IPV-Trained Individual."
 - d. The BH I/DD Tailored Plan shall keep current records of each IPV-Trained Individual's completion of IPV-Related Data Training for as long as such IPV-Trained Individual is employed or contracted by the BH I/DD Tailored Plan and, following termination or expiration of such individual's employment or contract, for the greater of any period of time as required by applicable law or one (1) year following such termination or expiration.
 - e. The BH I/DD Tailored Plan shall ensure that only IPV-Trained Individuals are authorized to access and view IPV-Related Service Data. The BH I/DD Tailored Plan shall ensure that any BH I/DD Tailored Plan workforce Member or Care Manager who is not an IPV-Trained Individual does not have authorization to access and may not access any IPV-Related Service Data.
- 2. IPV-Related Data Standards.
 - a. The BH I/DD Tailored Plan agrees to conduct routine and ongoing monitoring of IPV-Related Service Data, which monitoring shall include at a minimum:
 - i. Reserved.
 - ii. Internal auditing of the BH I/DD Tailored Plan's adherence to the IPV-Related Data Policies (as defined in *Section 9. 6. IPV-Related Policies and Enforcement* of this Amendment) and reporting to the Department on the same, such auditing and reporting each occurring no less than annually or as frequently as otherwise directed by the Department in its sole discretion;
 - iii. Reporting to the Department of any incidents or breaches of IPV-Related Service Data in the custody of or maintained by the BH I/DD Tailored Plan or its contractors in the time frame defined in *Section III.E. Confidentiality, Privacy and Security Provisions* of the Contract; and
 - iv. Reporting to the Department within one (1) business day upon identification of any material non-compliance with any of the BH I/DD Tailored Plan's IPV-Related Data Policies.
 - b. In the event that the BH I/DD Tailored Plan discovers an incident or breach of IPV-Related Service Data, the BH I/DD Tailored Plan shall promptly send written notice to each Care Manager (as defined in *Section 9. 3. Care Manager Training* of this Amendment) and HSO whose IPV-Related Service Data was or may have been affected by the incident or breach, informing the Care Manager and HSO of the nature and extent of the incident or breach, and providing the Care Manager and HSO with a list of Members whose data was or may have been affected by the incident or breach.
 - c. The BH I/DD Tailored Plan shall ensure that all of its BH I/DD Tailored Plan workforce Members and Care Managers who have Healthy Opportunities Pilot responsibilities complete required Pilot-related training on privacy, security, and access controls related to usage, storage, or sharing of IPV-Related Service Data and on relevant BH I/DD Tailored Plan policies and procedures relating to handling of IPV-Related Service Data, including but not limited to the BH I/DD Tailored Plan's IPV-Related Data Policies (as defined in *Section 9. 6. IPV-Related Policies and Enforcement* of this Amendment) prior to BH I/DD Tailored Plan launch and annually thereafter.
- 3. Care Manager Training.
 - a. The BH I/DD Tailored Plan shall ensure that Care Managers with Healthy Opportunities Pilot responsibilities are designated as IPV-Trained Individuals and receive and complete relevant trainings, each as provided or approved in advance by the Department prior to such Care Manager initiating a Member contact or an initial Pilot assessment, including but not limited to the below trainings:
 - i. IPV-Related Data Training;
 - ii. Working with IPV survivors;
 - iii. Trauma-informed care delivery;
 - iv. Cultural Humility and/or Competency training; and
 - v. The Healthy Opportunities Pilot consent process, including how to communicate to Members that while an initial Pilot consent is obtained by the Care Manager, HSOs may request that the Member execute additional consents depending on the services the HSO furnishes to the Member or the services that the Member may be eligible to access or receive.
- 4. Healthy Opportunities Pilot Enrollee Contact Requirements. The BH I/DD Tailored Plan shall ensure that:
 - a. When obtaining and recording a Healthy Opportunities Pilot Enrollee's contact requirements pursuant to *Section 4. c. i. Healthy Opportunities Pilot Enrollee Contact Requirements* of this Amendment, and such Healthy Opportunities Pilot Enrollee is authorized to receive, has received, or is currently receiving IPV-Related Services, Care Managers adhere to Department standards as defined in the IPV-Related Data Training with respect to the level of specificity in recording Healthy Opportunities Pilot Enrollee contact requirements as provided for in the Care Manager IPV-Related Trainings.
- 5. Member Opt-In/Opt-Out Requirements.
 - a. In all communications with Members who are authorized to receive, have received, or are currently receiving IPV-Related Services, the BH I/DD Tailored Plan shall, and shall cause Care Managers and individuals in the BH I/DD Tailored Plan's workforce to, properly consider IPV survivor safety guidelines as set forth in the IPV-Related Data Training and the Care Manager IPV-Related Trainings.
 - b. The BH I/DD Tailored Plan shall ensure that no Member-facing materials targeting individuals who may be, or are currently, experiencing IPV are distributed without Department review and approval.

- c. When communicating with a Member pursuant to *Section 4., c, ii. Healthy Opportunities Pilot Enrollee Opt In/Opt Out Communication Requirements* of this Amendment and the Member in question is authorized to receive, has received, or is currently receiving IPV-Related Services, Care Managers and individuals in the BH I/DD Tailored Plan’s workforce may send such communications only if adhering to the requirements set forth in *Section 9. 4. Healthy Opportunities Pilot Enrollee Contact Requirements* of this Amendment and taking all care necessary as directed by the Care Manager IPV-Related Trainings.
6. IPV-Related Policies and Enforcement.
- a. The BH I/DD Tailored Plan shall develop a Healthy Opportunities Pilot Interpersonal Violence (IPV)-Related Services Policy (IPV Policy) for review by the Department prior to the date that the BH I/DD Tailored Plan begin offering IPV services and at the Department’s request. The IPV Policy shall include all of the requirements of the PHP as defined in the Amendment.

10. Effective Date: This Amendment is effective June 15, 2023, unless otherwise explicitly stated herein, subject to approval by CMS.

11. Other Requirements: Unless expressly amended herein, all other terms and conditions of the Contract, as previously amended, shall remain in full force and effect.

Execution:

By signing below, the Parties execute this Amendment in their official capacities and agree to the amended terms and conditions outlined herein as of the Effective Date.

North Carolina Department of Health and Human Services

Jay Ludlam, Deputy Secretary

Date: _____

TP Name

TP Authorized Signature

Date: _____