

Amendment Number 5
Contract #30-2020-052-DHB-X
Behavioral Health and Intellectual/Developmental Disability Tailored Plan

THIS Amendment to Contract #30-2020-052-DHB-X BH I/DD 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 [BH I/DD TAILORED PLAN] (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, well-coordinated system of care, which purchases health while addressing both medical and non-medical drivers of health. Through the Healthy Opportunities Pilot Program (Healthy Opportunities Pilot or Pilot), the North Carolina Department of Health and Human Services (NCDHHS or Department) is committed to:

1. Ensuring eligible 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 Healthy Opportunities Pilot program- including through ensuring diverse and equitable participation in the Healthy Opportunities Pilot for eligible Medicaid Members and human service organizations; and
3. Strengthening community capacity to provide high-quality, Member-centered services.

The Healthy Opportunities Pilot allows 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 Healthy Opportunities 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 Healthy Opportunities Pilot.

Defined terms used in this Amendment have the same meaning as stated in *Contract Section III.A. Definitions* unless explicitly 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 Policies and Protocols

The BH I/DD Tailored Plan shall adhere to the requirements in this Amendment and corresponding details specified in the following protocols, which are incorporated by reference into the Contract. Updates to the protocols will be sent to the BH I/DD Tailored Plans for mutual agreement to material changes before finalization. The BH I/DD Tailored Plans shall implement any changes necessary to align with finalized updated protocols within sixty (60) Calendar Days after updated protocol publication.

- i. AMH+/ CMA Pilot Standard Terms and Conditions (STCs) and Provider Manual;
- ii. Pilot Service Delivery Index;

- iii. Healthy Opportunities Pilot Care Management Protocol: Tailored Plans/PIHPs;
- iv. Healthy Opportunities Pilot Domain Manuals;
- v. Healthy Opportunities Pilot Enrollment Roster Companion Guide – Advanced Pilot Functionality;
- vi. Healthy Opportunities Pilot Fee Schedule and Service Definitions;
- vii. Healthy Opportunities Pilot Interpersonal Violence (IPV) Protocol: Tailored Plans-/PIHPs;
- viii. Healthy Opportunities Pilot 837P Invoices/Claims Companion Guide—Advanced Pilot Functionality;
- ix. Healthy Opportunities Pilot NCCARE360 Invoice File(s) Companion Guide—Advanced Pilot Functionality;
- x. Healthy Opportunities Pilot Payments Protocol: Tailored Plans-/PIHPs;
- xi. Healthy Opportunities Pilot Transition of Care Protocol: Tailored Plans/PIHPs;
- xii. Healthy Opportunities Pilot Guidance on Duplicative Medicaid Services;
- xiii. Unite Us Payments Supplementary Product Guide;
- xiv. Pilot Member Task List Data Report Companion Guide – Advanced Pilot Functionality; and
- xv. Service Authorization Requests File Companion Guide – Advanced Pilot Functionality.

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

- a. Healthy Opportunities Pilot Periods
 - i. The Healthy Opportunities Pilot is divided into pilot periods for the purposes of contracting, reporting, monitoring, evaluation, and payments.
 - ii. The Healthy Opportunities Pilot periods are specified below:
 - i. Pilot Implementation Period: March 1, 2022 – June 30, 2024; and
 - ii. Pilot Service Delivery Period I: July 1, 2024 – October 31, 2024.
 - iii. The Department may amend the Pilot periods. The BH I/DD Tailored Plan shall comply with the new periods as adopted through an amendment to the Contract or as otherwise directed through formal notice from the Department at least thirty (30) Calendar Days prior to amending the Pilot period.
 - iv. If approved by CMS, the Department shall have the option, in its sole discretion, to extend and/or add Pilot Service Delivery Periods. The Department shall notify the BH I/DD Tailored Plan in writing if it is exercising its option to extend and/or add Pilot Service Delivery Periods at least thirty (30) Calendar Days prior to the end of the Pilot Service Delivery Period I.
- b. BH I/DD Tailored Plan Healthy Opportunities 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/PIHPs* which is incorporated by reference into the Contract. Updates to the protocols will be sent to the BH I/DD Tailored Plan for review before finalization. The BH I/DD Tailored Plans shall implement any changes necessary to align with finalized updated protocols within sixty (60) Calendar Days after updated protocol publication.
 - ii. The BH I/DD Tailored Plan shall contract with any Network Lead operating in the BH I/DD Tailored Plan’s Catchment Area using a Department developed model contract at least fifteen (15) Calendar Days prior to the start of Pilot Services Delivery Period I.

- iii. The BH I/DD Tailored Plan shall contract with any Network Lead operating within the BH I/DD Tailored Plan’s Catchment Area for the delivery of Pilot services to eligible Members residing in the local Healthy Opportunities Pilot region.
 - (a) The Department reserves the right to modify the counties that constitute a local Healthy Opportunities Pilot region through its contracts with Network Leads. Should a modification to the counties in a Healthy Opportunities 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 2.b.ii.* above.
 - (b) The Department shall provide to and notify the BH I/DD Tailored Plan of 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 Healthy Opportunities Pilot receives care management services specifically related to the Healthy Opportunities Pilot from a Designated Pilot Care Management Entity in accordance with the *Healthy Opportunities Pilot Care Management Protocol: Tailored Plans/PIHPs*. 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 ensure that a Member enrolled in the Healthy Opportunities Pilot is assigned to a Designated Pilot Care Management Entity, on the timeline specified in the *Healthy Opportunities Pilot Care Management Protocol: Tailored Plans/PIHPs*.
 - (a) The BH I/DD Tailored Plan shall serve as the Designated Pilot Care Management Entity for all Members who are eligible for Healthy Opportunities Pilot enrollment and are enrolled in an AMH+/CMA that has opted out of Healthy Opportunities Pilot participation.
 - (b) The BH I/DD Tailored Plan shall serve as the Designated Pilot Care Management Entity for all eligible Members who have opted out of Tailored Care Management.
 - (c) The BH I/DD Tailored Plan shall serve as the Designated Pilot Care Management Entity for all eligible Members who 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 Healthy Opportunities 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 Healthy Opportunities Pilot-related functionalities, at a minimum:
 - (a) Managing Healthy Opportunities Pilot eligibility determinations and service authorizations;
 - (b) Referring eligible Members to authorized Healthy Opportunities Pilot services;
 - (c) Tracking eligible Member access to authorized Healthy Opportunities Pilot services;
 - (d) Reviewing invoices from Human Service Organizations (HSOs) for Healthy Opportunities Pilot services rendered; and

- (e) Approving or denying invoices for Healthy Opportunities 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/PIHPs*.
- e. Member Outreach and Identification of Potentially Healthy Opportunities Pilot-Eligible Members
 - i. The BH I/DD Tailored Plan shall conduct outreach to educate Members about the Healthy Opportunities Pilot, Healthy Opportunities Pilot services, and how to self-refer for an assessment of Healthy Opportunities 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 in accordance with the approved Healthy Opportunities Member Outreach Plan.
 - (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 Healthy Opportunities 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. As long as the modified outreach and marketing materials clearly state that they apply to the BH I/DD Tailored Plan, the modified outreach and marketing materials may apply to other LME/MCO operations, including, without limitation, the PIHP contract.
 - 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 May 1, 2024. As long as the Healthy Opportunities Pilot Member Outreach Plan clearly states that it applies to the BH I/DD Tailored Plan, the Healthy Opportunities Pilot Member Outreach Plan may apply to other LME/MCO operations, including, without limitation, the PIHP contract. The plan shall include at a minimum:
 - (a) Strategies and methods of outreach to identify and enroll eligible Members residing in Healthy Opportunities Pilot regions;
 - (b) Strategies to make best efforts to ensure that historically marginalized populations in the Healthy Opportunities Pilot region are at least equitably represented among Healthy Opportunities Pilot enrollees and service expenditures;
 - (c) Processes and procedures the BH I/DD Tailored Plan will use for tracking Healthy Opportunities Pilot enrollment numbers;
 - (d) Mitigation strategies to address low enrollment, if needed; and
 - (e) Plans to ensure all care managers serving Members in Healthy Opportunities Pilot regions are trained on Healthy Opportunities Pilot eligibility and enrollment criteria and processes.
 - iii. The BH I/DD Tailored Plan shall ensure Members can be identified as potentially Healthy Opportunities 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 Healthy Opportunities 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 Healthy Opportunities Pilot eligibility (e.g., care management for high-risk pregnancy);
 - 7. Other methods as available to each, and at the discretion of, the BH I/DD Tailored Plan; and
 - 8. Any guidance provided by the Department.
 - (c) Existing Care Management/Coordination Team: The BH I/DD Tailored Plan shall ensure that care managers identify potential Healthy Opportunities Pilot Eligible Members based on established eligibility criteria and diagnosis codes as identified by the Department 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 Healthy Opportunities Pilot eligible individuals identified through any pathway, including but not limited to a provider, HSO, or self/family member.
- iv. For potential Healthy Opportunities Pilot enrollees who are not already enrolled in the Healthy Opportunities Pilot or who have not already started the Healthy Opportunities 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 Healthy Opportunities Pilot eligibility and direct the Member's Designated Pilot Care Management Entity to initiate the Healthy Opportunities Pilot Eligibility and Service Assessment (PESA) as required in *Section 2.g. Healthy Opportunities 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 Healthy Opportunities Pilot eligibility.
 - a. All outreach attempts shall be documented by the care management team in the NCCARE 360 Platform.
 - b. For this *Section 2.e.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 Healthy Opportunities Pilot-eligible individuals.
 3. Builds in opportunities for assessing Members' Healthy Opportunities 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. Healthy Opportunities Pilot Program Eligibility Criteria
- i. The BH I/DD Tailored Plan shall comply with the following Healthy Opportunities Pilot program eligibility criteria:
 - (a) Member must reside in North Carolina;
 - (b) Member must be enrolled in a BH I/DD Tailored Plan and be TCM eligible;
 - (c) Member must live in a Healthy Opportunities Pilot region, as defined by Department, and meet Healthy Opportunities Pilot eligibility criteria as specified in the *Healthy Opportunities Pilot Care Management Protocol: Tailored Plans/PIHPs* for individuals residing in congregate care and/or institutional settings; and
 - (d) Member must have both:
 1. A qualifying physical or behavioral health criteria (including, but not limited to chronic mental illness, substance use, I/DD, or TBI), as specified in the Department's *Healthy Opportunities Pilot Care Management Protocol: Tailored Plans/PIHPs*; and
 2. A qualifying social risk factor as specified in the Department's *Healthy Opportunities Pilot Care Management Protocol: Tailored Plans/PIHPs*.
 - ii. The BH I/DD Tailored Plan shall ensure that the Designated Pilot Care Management Entity assesses potential Pilot-eligible Members for Healthy Opportunities Pilot program eligibility, including qualifying physical/behavioral health qualifying criteria and social risk factor(s) as required in *Section 2.g. Healthy Opportunities Pilot Eligibility and Service Assessment* below.
 - iii. If the Department makes changes to Healthy Opportunities 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 Healthy Opportunities Pilot eligibility criteria, the Department will provide the BH I/DD Tailored Plan with at least thirty (30) Calendar Days' notice prior to requiring changes to be in effect.
- g. Healthy Opportunities 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 Healthy Opportunities Pilot eligibility and services, including each Member's:
 - (a) Contact information;
 - (b) Health plan;

- (c) Care manager of record;
 - (d) A qualifying physical health, behavioral health, I/DD, or TBI criteria, including but not limited to chronic mental illness, substance use, I/DD or TBI, and social risk factors supporting Healthy Opportunities Pilot program eligibility;
 - (e) Recommended Healthy Opportunities Pilot services;
 - (f) Service-specific eligibility criteria for recommended Healthy Opportunities Pilot services;
 - (g) Indication of consent, using a Department-standardized consent form, for:
 - 1. Healthy Opportunities Pilot participation,
 - 2. Healthy Opportunities Pilot evaluation, and
 - 3. Sharing personal information for the purpose of Healthy Opportunities Pilot participation;
 - (h) Required documentation for specific services, if needed; and
 - (i) BH I/DD Tailored Plan decision and rationale on Healthy Opportunities Pilot eligibility determination and service authorization.
- ii. The BH I/DD Tailored Plan shall limit access to the Member's Healthy Opportunities Pilot-specific information in NCCARE360 to only those staff that require access.
 - iii. Assessing for Healthy Opportunities Pilot Eligibility and Recommending Healthy Opportunities 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 Healthy Opportunities Pilot program eligibility (based on the Healthy Opportunities Pilot program eligibility criteria outlined in this Section) and Healthy Opportunities Pilot service-level eligibility criteria outlined in the Healthy Opportunities Pilot Fee Schedule.
 - b. Recommend Healthy Opportunities Pilot services that an eligible Member would benefit from based on the Healthy Opportunities Pilot Fee Schedule, Member need, and the Pilot services available in the Member's Healthy Opportunities Pilot region.
 - 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 Healthy Opportunities Pilot eligibility reassessment as required in *Section 2.n. Healthy Opportunities Pilot Service Mix and Eligibility Reassessment* below.
 - e. Update any time there is a change to the Member's Healthy Opportunities 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 Healthy Opportunities Pilot services into the Member's care plan or Individual Support Plan.

- iv. Obtaining Healthy Opportunities Pilot Consent
 - (a) The BH I/DD Tailored Plan shall ensure the Designated Pilot Care Management Entity obtains the following consents from the eligible Member, using a Department-standardized template, prior to authorizing services for the eligible Member and considering the Member enrolled in the Healthy Opportunities Pilot:
 - 1. Consent to receive Healthy Opportunities Pilot services, including an understanding that Healthy Opportunities 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 Healthy Opportunities Pilot, including:
 - a. The University of North Carolina Sheps Center for Health Services Research for use in the evaluation of the Healthy Opportunities 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 Healthy Opportunities Pilot-related consents from the eligible Member, using a Department-standardized template prior to submitting the PESA and referring the eligible Member to Healthy Opportunities Pilot services, except for passthrough Healthy Opportunities Pilot services. For passthrough Healthy Opportunities Pilot services, the BH I/DD Tailored Plan shall have a process for monitoring the Designated Pilot Care Management Entity to ensure the Designated Pilot Care Management Entity obtains all required Healthy Opportunities Pilot-related consents from the eligible Member.
 - 2. Documents in NCCARE360 that the eligible Member has provided all required Healthy Opportunities Pilot-related consents listed in this Section and uploads the consent form into NCCARE360;
 - 3. Provides a copy of the consent to the eligible Member (in person, electronically, or by mail) upon request; and
 - 4. Explains that the eligible Member will not have Healthy Opportunities Pilot services reimbursed by the BH I/DD Tailored Plan if an eligible Member does not provide the required consents.
 - (c) The BH I/DD Tailored Plan shall disenroll Members from Healthy Opportunities Pilot and discontinue payment of Healthy Opportunities Pilot services if a Member revokes consent as required in *Section 2.n. Healthy Opportunities Pilot Service Mix and Eligibility Reassessment* below.
 - (d) If a Member disenrolls from the Healthy Opportunities Pilot and then later re-enrolls, the BH I/DD Tailored Plan shall ensure that consent is obtained each time the eligible Member re-enrolls in the Healthy Opportunities Pilot.
- h. Healthy Opportunities 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 Healthy Opportunities Pilot.
- ii. The BH I/DD Tailored Plan shall verify that a Member is eligible for the Healthy Opportunities Pilot program based on the Healthy Opportunities Pilot eligibility criteria outlined in the above *Section 2.f. Healthy Opportunities 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 Healthy Opportunities 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 Healthy Opportunities 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 Healthy Opportunities Pilot eligibility determination in NCCARE360, including rationale if the Member is deemed not eligible.
- vii. If a Member is found ineligible for Healthy Opportunities 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- Healthy Opportunities 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. Healthy Opportunities Pilot Service Authorization
 - i. Within NCCARE360, the BH I/DD Tailored Plan shall review the Designated Pilot Care Management Entity's recommended Healthy Opportunities Pilot services for a Member and verify whether the Member is eligible for the recommended Healthy Opportunities Pilot service(s).
 - (a) The BH I/DD Tailored Plan shall verify that the Member meets the Healthy Opportunities Pilot service-specific eligibility criteria as articulated in the Healthy Opportunities Pilot Fee Schedule (<https://www.ncdhhs.gov/healthy-opportunities-pilot-fee-schedule-and-service-definitions/open>).
 - (b) The BH I/DD Tailored Plan shall review any required documentation or narrative for Healthy Opportunities 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, 1915(i) 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 Healthy Opportunities Pilot service authorization.

- (a) For this *Section 2.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 Healthy Opportunities Pilot service (i.e., the Healthy Opportunities Pilot service is a component of the ILOS or the Healthy Opportunities 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.
 1. The BH I/DD Tailored Plan shall identify whether an ILOS is duplicative of a Healthy Opportunities Pilot service when submitting new ILOS and Value-Added Services to the Department for approval.
 2. The BH I/DD Tailored Plan shall make available, upon request, an analysis of ILOS that were approved by the Department thirty (30) Calendar Days prior to BH I/DD Tailored Plan launch of Healthy Opportunities Pilots, to confirm if the ILOS is duplicative.
- (c) The BH I/DD Tailored Plan shall make best efforts to validate that Healthy Opportunities Pilot services do not displace or duplicate other services, resources, or programs which are available to the Healthy Opportunities Pilot enrollee. In the event that a Member is receiving overlapping State-funded services, Healthy Opportunities Pilot services should not displace those services.
- (d) The BH I/DD Tailored Plan shall define and implement policies and procedures for authorizing Healthy Opportunities 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.
 2. If a federal, State or local program is available that could address the Member's Healthy Opportunities 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 Healthy Opportunities 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 Healthy Opportunities 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 Healthy Opportunities Pilot service need.
 5. Training for staff conducting Healthy Opportunities Pilot service authorization specific to preventing duplication and displacement of BH I/DD Tailored Plan-managed and other available services, resources, and programs with Healthy Opportunities Pilot services.
 6. Regular, at least bi-annually, audits of Healthy Opportunities 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 Healthy Opportunities Pilot services.
- (e) The BH I/DD Tailored Plan shall:
1. Make service authorization policies and procedures applicable to authorization of Healthy Opportunities Pilot services available to the Department upon request.
 2. Retain documentation of Member-level Healthy Opportunities Pilot service authorization determinations including validation that the BH I/DD 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 Healthy Opportunities Pilot service need available to the Member at the time of Healthy Opportunities Pilot service authorization for the time period specified in *Contract Section III.D.37: **RECORDS RETENTION.***
 3. Make Member-level Healthy Opportunities 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.***
 4. Comply with audits conducted by the Department on duplicative services.
 5. Make Member-level Healthy Opportunities 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 Healthy Opportunities Pilot service(s) for the Member as detailed in the *Healthy Opportunities Pilot Care Management Protocol: Tailored Plans/PIHPs.*
- (a) The BH I/DD Tailored Plan shall consider 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 Healthy Opportunities Pilot service funds when deciding whether to authorize or deny a Healthy Opportunities Pilot service.
 - (b) At the time of HOP service authorization, make best efforts and validate that no Medicaid/other service the Member is eligible for is available and would better meet the Member's needs.

- (c) If NCCARE360 is missing information needed for Healthy Opportunities 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 eligible Member does not have an assigned Designated Pilot Care Management Entity, the BH I/DD Tailored Plan shall work with the eligible Member or the Member’s authorized representative to obtain the missing information.
- iv. The BH I/DD Tailored Plan shall document Healthy Opportunities 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 Healthy Opportunities Pilot services in accordance with *First Revised and Restated Table 1: Timeframes for Health Opportunities Pilot Service Authorization* below.

First Revised and Restated Table 1: Timeframes for Healthy Opportunities Pilot Service Authorization		
Domain	Healthy Opportunities 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
		Passthrough; Expedited Referral

	Healthy Meal (For Pick-Up)	
	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 Healthy Opportunities 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 Healthy Opportunities Pilot or non-Healthy Opportunities Pilot services to meet the Member's need(s).
- vii. The BH I/DD Tailored Plan shall reassess a Member's eligibility for the Healthy Opportunities 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 Medicaid status, 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 Healthy Opportunities Pilot eligibility and needed services as outlined in the *Healthy Opportunities Pilot Care Management Protocol: Tailored Plans/PIHPs*.
- ix. Reserved.
- x. The BH I/DD Tailored Plan shall ensure that the Member's Designated Pilot Care Management Entity communicates approved Healthy Opportunities Pilot service authorization to Healthy Opportunities Pilot-enrolled Members.
- j. Healthy Opportunities Pilot Enrollment
 - i. The BH I/DD Tailored Plan shall consider the Member to be a Healthy Opportunities Pilot enrollee once:

- (a) The BH I/DD Tailored Plan has verified that the Member is eligible for the Healthy Opportunities Pilot program, and
 - (b) The BH I/DD Tailored Plan has authorized at least one Healthy Opportunities 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 – Advanced Pilot Functionality.
 - iii. The BH I/DD Tailored Plan shall not communicate to the Healthy Opportunities Pilot enrollee about Healthy Opportunities Pilot enrollment. The BH I/DD Tailored Plan shall communicate to the Healthy Opportunities Pilot enrollee about Healthy Opportunities Pilot service authorization(s) as specified in this Section.
 - iv. The BH I/DD Tailored Plan shall monitor the Healthy Opportunities Pilot enrollee’s enrollment, including when Healthy Opportunities Pilot enrollment began and when the Healthy Opportunities Pilot enrollee is due for a three (3) month Healthy Opportunities Pilot service mix review and a six (6) month Healthy Opportunities Pilot eligibility reassessment.
 - v. The BH I/DD Tailored Plan shall make available the Healthy Opportunities Pilot Enrollee Rights and Responsibilities Form via the BH I/DD Tailored Plan’s website and/or within the member portal.
 - vi. Reserved.
- k. Referral to Authorized Healthy Opportunities Pilot Services
 - i. The BH I/DD Tailored Plan shall ensure that the Designated Pilot Care Management Entity:
 - (a) Connects Members approved for Healthy Opportunities Pilot enrollment to HSOs in the Network Lead’s network for approved Healthy Opportunities Pilot services, in partnership with the Network Lead as needed and using NCCARE360.
 - (b) Recommends the Healthy Opportunities Pilot services that an eligible Member would benefit from based on Member need and the Healthy Opportunities Pilot services available in the Member’s Healthy Opportunities Pilot region.
 - (c) Informs the Healthy Opportunities Pilot enrollee about authorized or denied Healthy Opportunities Pilot services within two (2) Business Days of receiving BH I/DD Tailored Plan determination.
 - (d) Reserved.
 - (e) Includes a referral to an HSO for case management with any referral for a Healthy Opportunities 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 Healthy Opportunities Pilot-participating HSO or send the referral to all relevant Healthy Opportunities 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 Unite Us dashboards.

1. The BH I/DD Tailored Plan shall ensure that the Designated Pilot Care Management Entity coordinates with the appropriate Network Lead to identify another HSO in the Network that is available to accept the referral and that the Designated Pilot Care Management Entity re-routes the referral for the Member to the available HSO.
 2. If, in coordination with the Network Lead, it is not possible to identify any HSO in the network to accept the referral, the BH I/DD Tailored Plan shall ensure that the Designated Pilot Care Management Entity refers the Member to non-Healthy Opportunities Pilot services to meet the member's need.
- (h) When an HSO accepts a referral, Designated Pilot Care Management Entity staff:
1. Informs the Healthy Opportunities Pilot enrollee of the accepted Healthy Opportunities Pilot service referral; and
 2. Tracks Healthy Opportunities Pilot services delivered to the Healthy Opportunities Pilot enrollee and coordinates with HSO(s) regarding enrollee progress, as needed.
- (i) Incorporates the Healthy Opportunities Pilot enrollee's Healthy Opportunities Pilot service needs and services received into their Care Plan/ISP.
1. For Healthy Opportunities 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 focused on Healthy Opportunities Pilot-related activities and needs.
- (j) Escalates any Healthy Opportunities 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).
- l. Delivery of Healthy Opportunities Pilot Services
- i. Once an HSO begins providing Pilot service(s) to a Healthy Opportunities 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 Healthy Opportunities Pilot service(s) and ensure Healthy Opportunities Pilot service(s) are meeting the enrollee's needs, as needed.
 - (b) Updates the Healthy Opportunities Pilot service delivery outcome(s) in the Healthy Opportunities 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 Healthy Opportunities Pilot region be equitably represented in the delivery of Healthy Opportunities Pilot services and service expenditures.
- m. Expedited Referral to Pre-Approved Healthy Opportunities Pilot Services
- i. The BH I/DD Tailored Plan shall permit a Designated Pilot Care Management Entity to refer eligible Healthy Opportunities Pilot enrollees to passthrough Healthy Opportunities Pilot services (also known as pre-approved Healthy Opportunities Pilot services) for a passthrough period of thirty (30) Calendar Days without BH I/DD Tailored Plan authorization.
 - ii. Passthrough Healthy Opportunities 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 Healthy Opportunities Pilot enrollee's eligibility and service-specific eligibility in NCCARE360 for passthrough Healthy Opportunities Pilot services.
 - (b) Submits a request for authorization to the BH I/DD Tailored Plan using the PESA in NCCARE360 for passthrough Healthy Opportunities 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 Healthy Opportunities Pilot and pre-authorized to receive a Healthy Opportunities Pilot service for passthrough period of up to thirty (30) Calendar Days in NCCARE360.
 - (c) Refers the Member to a Healthy Opportunities 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 Healthy Opportunities Pilot enrollee, per Healthy Opportunities Pilot enrollment period.
 - (e) If the BH I/DD Tailored Plan authorizes the eligible Member to receive additional Healthy Opportunities 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 Healthy Opportunities 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 Healthy Opportunities Pilot services past the initial passthrough period.
 - 2. Communicate to the HSO that it should stop invoicing for the Healthy Opportunities Pilot service after the initial passthrough period.
 - 3. Communicate to the Member that the Healthy Opportunities Pilot service is not authorized past the initial passthrough period and refer the Member to other available non- Healthy Opportunities 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 Healthy Opportunities Pilot eligibility and authorize or deny the continuation of passthrough Healthy Opportunities 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 Healthy Opportunities Pilot services past the initial passthrough period, the BH I/DD Tailored Plan shall document the authorization of services from the PESA and Healthy Opportunities Pilot enrollment in NCCARE360.
 - (a) The date of Healthy Opportunities 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 Healthy Opportunities 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 and available Healthy Opportunities Pilot or non-Healthy Opportunities Pilot service(s) to meet their needs; and
 - (c) The BH I/DD Tailored Plan shall pay for Healthy Opportunities Pilot services that have been delivered during the passthrough period using Healthy Opportunities 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 Healthy Opportunities 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 Healthy Opportunities 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 Healthy Opportunities Pilot or if the BH I/DD Tailored Plan runs out of Healthy Opportunities 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 as set forth in their contract 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 Healthy Opportunities Pilot services and notify the Department to limit the Designated Pilot Care Management Entity's access to passthrough services, as appropriate.
- n. Healthy Opportunities 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 Healthy Opportunities 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 its Healthy Opportunities Pilot enrollees require Healthy Opportunities Pilot service mix and eligibility reassessments.

- (c) Makes best efforts to schedule a reassessment with identified Healthy Opportunities Pilot enrollees to occur within thirty (30) Calendar Days of the due date. The Department defines best efforts in this requirement as including at least two (2) documented follow up attempts to contact the Member if the first attempt is unsuccessful.
 - 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 Healthy Opportunities Pilot enrollee in preparation for the reassessment.
- (e) Assesses the enrollee to understand if current Healthy Opportunities 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 Healthy Opportunities Pilot enrollee needs additional Healthy Opportunities Pilot services, including in other domains.
- (g) Discontinues a Healthy Opportunities 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 Healthy Opportunities 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 Healthy Opportunities Pilot services, the BH I/DD Tailored Plan shall ensure the Designated Pilot Care Management Entity submits the recommended change as part of the PESA.
- (h) Recommends additional Healthy Opportunities Pilot services for the Member to the Member's BH I/DD Tailored Plan if needed.
- (i) Conducts a reassessment of each of its Healthy Opportunities Pilot enrollee's Healthy Opportunities Pilot eligibility at least every six (6) months.
 - 1. Recommends the Member's disenrollment from the Healthy Opportunities 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, by 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 Healthy Opportunities 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 for service mix or eligibility.

- (l) Makes best effort to communicate the discontinuation of any Healthy Opportunities Pilot services with the Member and identifies other Healthy Opportunities Pilot or available non- Healthy Opportunities 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 Healthy Opportunities Pilot services and any changes to Healthy Opportunities Pilot eligibility or enrollment, as appropriate, in NCCARE360.
 - (a) The following circumstances can result in Healthy Opportunities Pilot disenrollment:
 - 1. The Member is no longer eligible for the Healthy Opportunities Pilot program or any Healthy Opportunities Pilot service as described in *Section 2.f. Healthy Opportunities Pilot Program Eligibility Criteria* above;
 - 2. The Member is no longer authorized to receive any Healthy Opportunities 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 Healthy Opportunities Pilot service(s); or
 - 5. The BH I/DD Tailored Plan has expended all available Healthy Opportunities 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 its capped allocation for that Healthy Opportunities Pilot Year.
- iv. For Healthy Opportunities Pilot enrollees that receive Tailored Care Management, the BH I/DD Tailored Plan shall ensure Designated Pilot Care Management Entities conduct the Healthy Opportunities 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 its 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. As long as the Care Management Policy or Healthy Opportunities Pilot Care Management Policy clearly states that it applies to the BH I/DD Tailored Plan, the Care Management Policy or Healthy Opportunities Pilot Care Management Policy may apply to other LME/MCO operations, including, without limitation, the PIHP contract.
- 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. The BH I/DD Tailored Plan 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 10. Healthy Opportunities Pilot Interpersonal Violence (IPV)-Related Services: Conditions, Requirements, and Standards* below.
 - (a) The conditions, requirements, and standards contained in *Section 10. 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 10. 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 10. Healthy Opportunities Pilot Interpersonal Violence (IPV)-Related Services: Conditions, Requirements, and Standards* directly conflicts with a provision of this Contract, the terms of *Section 10. Healthy Opportunities Pilot Interpersonal Violence (IPV)-Related Services: Conditions, Requirements, and Standards* shall govern.
- q. Quality Improvement and Healthy Opportunities Pilot Program Evaluation
 - i. The BH I/DD Tailored Plan shall collaborate with Network Leads regularly and at the 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 *Section V.A.2.iv Reporting* and *Section VII. Attachment J. Reporting Requirements*, as revised, of the Contract to support:
 - (a) Healthy Opportunities Pilot program evaluation;
 - (b) Department reporting to CMS; and
 - (c) Department efforts to monitor, evaluate, and improve Healthy Opportunities Pilot program implementation.
 - iii. The BH I/DD Tailored Plan shall submit timely, complete, accurate data to the Department as required in *Section 9. Technical Specifications* 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 Healthy Opportunities Pilot-related learning collaboratives, training, technical assistance activities, and meetings as requested by the Network Lead or the Department.

3. 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 Plans/PIHPs;
 - ii. Healthy Opportunities Pilot Payment Protocol: Tailored Plans/PIHPs; and
 - iii. Healthy Opportunities Pilot Transitions of Care Protocol: Tailored Plans/PIHPs.
 - iv. Healthy Opportunities Pilot Tailored Plan Implementation Period Incentive Payments Milestone Guide 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 market, and shall ensure the position is filled for the duration of this Contract and shall meet the requirements defined in *First Revised and Restated Table 2. Healthy Opportunities Pilot Program Director Key Personnel Requirements*. Personnel described in this Section may perform functions for both this Contract and the PIHP.

First Revised and Restated 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	Position May be Shared Across PIHP and BH I/DD Tailored Plan
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 Healthy Opportunities Pilot entities (including Network Leads, HSOs, NCCARE360 vendor, and Designated Pilot Care Management entities on Healthy Opportunities Pilot-related issues-topics) on the BH I/DD Tailored Plan’s Pilot-related roles and responsibilities • Overseeing the Healthy Opportunities Pilot on behalf of the BH I/DD Tailored Plan and coordinating within the organization to ensure all BH I/DD Tailored Plan Healthy 	<ul style="list-style-type: none"> • Must reside in North Carolina • 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 	Yes

	<p>Opportunities Pilot responsibilities are met</p> <ul style="list-style-type: none"> • Tracking BH I/DD Tailored Plan’s compliance and performance against Healthy Opportunities Pilot-related deadlines and milestones • Submitting Healthy Opportunities Pilot-related reports to the Department by required deadlines • Supporting HSOs to ensure their capacity to receive payment for authorized Healthy Opportunities 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 Healthy Opportunities Pilot-related functionalities; and, • Ensuring BH I/DD Tailored Plan staff who use NCCARE360 have proper access to the platform. 		
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4. Program Operations

- a. The BH I/DD Tailored Plan shall develop service lines scripts to include Healthy Opportunities Pilot services for eligible Medicaid Members, including information on Healthy Opportunities Pilot program eligibility criteria, counties included in Healthy Opportunities Pilot regions, Healthy Opportunities Pilot services offered, and connecting the Member to the appropriate Designated Pilot Care Management Entity 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. As long as the service line scripts clearly state that they apply to the BH I/DD Tailored Plan, the service line scripts may apply to other BH I/DD Tailored Plan operations, including, without limitation, the PIHP contract.
- b. Healthy Opportunities Pilot Compliance Program
 - i. If the BH I/DD Tailored Plan identifies a significant performance 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 Healthy Opportunities Pilot program requirements.
 - iii. If the BH I/DD Tailored Plan identifies a program integrity issue with an HSO, the BH I/DD Tailored Plan shall notify the Network Lead within three (3) Business Days. For the purposes of this Section, a program integrity issue includes incidents that would likely affect the health or safety of a Healthy Opportunities Pilot Enrollee or inappropriate management of Healthy Opportunities 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 that an underpayment to an HSO is identified and determined by the Department to be the result of 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 that an overpayment to an HSO is identified by the Network Lead and determined by the Department to be the result 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.

- iv. The BH I/DD Tailored Plan shall notify the Department within five (5) Business Days of suspected Pilot related fraud, waste or abuse by a Network Lead, Designated Pilot Care Management Entity, Member, or other Pilot participating entity.

5. Members

a. Transitions of Care

- i. The BH I/DD Tailored Plan shall handle Healthy Opportunities Pilot-related transitions of care as described in this Section and further detailed in the *Healthy Opportunities Pilot Transition of Care Protocol: Tailored Plans/PIHPs*.
- ii. The BH I/DD Tailored Plan shall develop policies, processes, and procedures to support Healthy Opportunities Pilot enrollees transitioning between Tailored Plans, Standard Plans, the Tribal Option, or moving to a PIHP if they are enrolled in Medicaid Direct, consistent with the *Healthy Opportunities Pilot Transitions of Care Protocol: Tailored Plan/PIHPs*. 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. Healthy Opportunities Pilot enrollees moving to another health plan, delivery system, or county not covered by the Healthy Opportunities Pilot
 - (a) If the eligible Member transitions to another health plan 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 Healthy Opportunities Pilot enrollee is transitioning to another health plan 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 Healthy Opportunities Pilot-related information to the health plan or Tribal Option using a Transition of Care Assessment in NCCARE360 and through the Department's defined processes in the Healthy Opportunities Pilot Transition of Care Protocol: Tailored Plan Plans/PIHPs, including, but not limited to:
 - a. Healthy Opportunities Pilot enrollment status;
 - b. Member consent documentation; and
 - c. Completed PESA, including:
 - i. Healthy Opportunities Pilot-qualifying physical/behavioral health and social risk factor(s);
 - ii. Current and previously authorized Healthy Opportunities Pilot services and duration of services (e.g., healthy food box for three (3) months);
 - iii. Documentation of Member's Healthy Opportunities Pilot consents;
 - iv. Date of Healthy Opportunities Pilot enrollment; and,
 - v. Payments made for Healthy Opportunities Pilot services.
 - 2. The BH I/DD Tailored Plan shall end date its coverage of the Healthy Opportunities Pilot enrollee and add the receiving health plan 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 Healthy Opportunities Pilot information in the Member's Care Plan or Individual Support Plan (ISP), when available, is transferred to the receiving health plan 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 health plan 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 health plan or Tribal Option, upon launch of the Healthy Opportunities Pilot for Tribal Option Members, and where invoices for Healthy Opportunities Pilot services for that Healthy Opportunities Pilot enrollee should be routed.
 6. The BH I/DD Tailored Plan shall bear the financial responsibility of authorized Healthy Opportunities 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 Healthy Opportunities 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 health plan 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 Healthy Opportunities Pilot invoice denial steps defined in the Healthy Opportunities Pilot Payment Protocol: Tailored Plans/PIHP and the Healthy Opportunities Pilot NCCARE360 Invoice File(s) Companion Guide – Advanced Pilot Functionality, and notify the receiving health plan or Tribal Option, upon launch of the Healthy Opportunities Pilot for Tribal Option Members, and Network Lead.

(b) Healthy Opportunities Pilot enrollees transitioning to the 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 Healthy Opportunities Pilot enrollee is transitioning to 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 Healthy Opportunities Pilot services that have been delivered to the Healthy Opportunities 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 Healthy Opportunities Pilot funding to the Department for authorized Healthy Opportunities Pilot services delivered prior to the date of disenrollment.
3. The BH I/DD Tailored Plan shall end date its coverage of the Healthy Opportunities 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. Healthy Opportunities Pilot enrollees enrolling in the BH I/DD Tailored Plan

(a) The BH I/DD Tailored Plan shall ensure that Healthy Opportunities Pilot enrollees who were receiving Healthy Opportunities Pilot services authorized by a former health plan or Tribal Option, upon launch of the Healthy Opportunity Pilot for Tribal Option Members:

1. Continue receiving the services authorized by the former health plan 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 Healthy Opportunities Pilot service expires, whichever comes first;
2. Are reassessed for ongoing Healthy Opportunities Pilot eligibility and service mix within ninety (90) Calendar Days of transfer to the BH I/DD Tailored Plan; and
3. Are switched to a medically appropriate replacement service, should the Healthy Opportunities Pilot enrollee's previously authorized services not be available in the BH/ IDD Tailored Plan's region, by instructing the Healthy Opportunities Pilot enrollee's new or existing Designated Pilot Care Management Entity to switch the service for a medically appropriate and available replacement service 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 health plan or Tribal Option, upon launch of the Healthy Opportunities Pilot for Tribal Option Members.
 - (c) The BH I/DD Tailored Plan shall consider Healthy Opportunities 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 Healthy Opportunities 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 Healthy Opportunities Pilot Care management or assigning a Member to the BH I/DD Tailored Plan, which will deliver both Tailored Care Management and Healthy Opportunities Pilot Care management.
 - (d) If the Member remains Healthy Opportunities 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 Healthy Opportunities Pilot-related responsibilities. The BH I/DD Tailored Plan shall provide the new care management team with Healthy Opportunities Pilot-related information from the Member's Care Plan.
 - 1. If the Healthy Opportunities 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 Healthy Opportunities 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 2.i.* of this Amendment.
- v. Healthy Opportunities Pilot Continuation of Care
- (a) In an instance where an HSO that is providing Healthy Opportunities 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 Healthy Opportunities Pilot network providing that service, if possible.
 - 2. Work with the care management team to authorize the continuation of 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 eligible Members with obtaining Healthy Opportunities Pilot services including how to access services and instructions for submitting a Healthy Opportunities Pilot-related grievance.

- ii. The BH I/DD Tailored Plan shall include information on Healthy Opportunities Pilot services and grievances on the Member Services Website 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 Healthy Opportunities 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 Interpersonal Violence (IPV) Protocol: Tailored Plans/PIHPs*, 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 Healthy Opportunities 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 Healthy Opportunities 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. As long as the Healthy Opportunities Pilot Member Grievance Policy clearly states that it applies to the BH I/DD Tailored Plan, the Healthy Opportunities Pilot Member Grievance Policy may apply to other BH I/DD Tailored Plan operations, including, without limitation, the PIHP contract.
 - 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 grievance 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, referrals, or services provided 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.

6. Care Management

- a. Other care management entities under contract with BH I/DD Tailored Plans:
 - i. Care management entities (including AMH+s/CMAs) are required to use NCCARE360 for the functions outlined in *Section V.B.3.x.(iv)(b)(5)* of the Contract
 - (a) Designated Pilot Care Management Entities shall use NCCARE360 for the functions outlined in *Section 2. 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 2. 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 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.x.(iv)(b)(5)* of the Contract and NCCARE360 Pilot functionality, if participating in the Healthy Opportunities Pilot. All requirements outlined in *Section V.B.3.x.(iv)(b)(5)* of the Contract and *Section 2. 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.

7. 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 Healthy Opportunities 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 Healthy Opportunities Pilot program activities for the duration of the Healthy Opportunities Pilot program.
 - ii. The BH I/DD Tailored Plan shall not be required to compensate Network Leads for responsibilities related to the Healthy Opportunities Pilot program.
 - iii. The BH I/DD Tailored Plan shall execute a business associate agreement mutually agreed upon with each Network Lead that meets federal legal requirements, including those set forth in 45 C.F.R. Part 160 and Part 164.
- 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.x.(iv)(b)(1)* and *Section 2. Healthy Opportunities Pilot to Address Unmet Health-Related Resource Needs* of this Amendment.
 - 2. Manage transitions of care for Healthy Opportunities Pilot-enrolled Members as outlined in *Section 5.a. Transitions of Care* of this Amendment.
 - 3. Perform Healthy Opportunities Pilot-related care management responsibilities as outlined in *Section 2. Healthy Opportunities Pilot to Address Unmet Health-Related Resource Needs* of this Amendment.

4. Abide by the Healthy Opportunities Pilot provider complaint process described in *Section 7.d. HSO Provider Grievances related to Health Opportunities Pilot* of this Amendment.
 5. Adhere to the technology requirements described in *Section 9. Technical Specifications* of this Amendment.
- (b) The BH I/DD Tailored Plan shall:
1. Make Healthy Opportunities Pilot care management payments to Designated Pilot Care Management Entities for Healthy Opportunities Pilot-enrolled Members as outlined in BH I/DD Tailored Plan Contract *Section 7.c.ii. Healthy Opportunities 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 Healthy Opportunities Pilot service authorization and information on the Healthy Opportunities Pilot Member grievance process available to the Designated Pilot Care Management Entity (as described in *Section 5.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. Reserved.
- c. Provider Payments
- i. HSO Payments for Healthy Opportunities Pilot Service Invoices
 - (a) The BH I/DD Tailored Plan shall authorize and reimburse for Healthy Opportunities Pilot services in all Healthy Opportunities Pilot domains (housing, food, transportation, and interpersonal safety/toxic stress).
 - (b) The BH I/DD Tailored Plan shall use the Healthy Opportunities Pilot service delivery payment component of its capped allocation to make payments directly to HSOs for the delivery of authorized Healthy Opportunities Pilot services to Healthy Opportunities 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 listed in the Healthy Opportunities Pilot Service Fee Schedule.
 - (c) Invoice Requirements
 1. The BH I/DD Tailored Plan shall ingest invoices from NCCARE360 for Healthy Opportunities 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 either authorized by the BH I/DD Tailored Plan or was a passthrough service, the BH I/DD Tailored Plan shall complete the following within thirty (30) Calendar Days of receipt of the invoice from NCCARE360:
 - 1) The BH I/DD Tailored Plan shall send an invoice response file to NCCARE360 to approve the invoice in accordance with the Healthy Opportunities Pilot Payments Protocol: Tailored Plans/PIHPs; and
 - 2) 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, incomplete or invalid, the BH I/DD Tailored Plan shall send an invoice response file to NCCARE360 with an explanation of the basis for rejection and request the specific additional information, if needed, to adjudicate the invoice within eighteen (18) Calendar Days of receipt of the invoice from NCCARE360.
- c) Upon receipt of requested information, the BH I/DD Tailored Plan shall pay or reject the invoice and send an invoice response file to NCCARE360 that includes the amount paid to the HSO within thirty (30) Calendar Days.
- 2. The BH I/DD Tailored Plan shall process invoices from NCCARE360 according to the Healthy Opportunities Pilot 837P Invoices/Claims Companion Guide—Advanced Pilot Functionality.
- 3. The BH I/DD Tailored Plan shall send invoice response files back to NCCARE360 according to the Healthy Opportunities Pilot NCCARE360 Invoice Files Companion Guide—Advanced Pilot Functionality.
- 4. In the event that a BH I/DD Tailored Plan authorized a Healthy Opportunities 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 Healthy Opportunities 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 Healthy Opportunities 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; and
 - 4. Payment Reference Number.
- ii. Healthy Opportunities Pilot Care Management Payments
 - (a) The BH I/DD Tailored Plan shall use care management funds from the Department to make Healthy Opportunities Pilot care management payments to Designated Pilot Care Management Entities. These payments will support Designated Pilot Care

Management Entities for Healthy Opportunities Pilot-related care management activities that are above and beyond care management activities for non- Healthy Opportunities 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 Healthy Opportunities 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: Tailored Plans/PIHPs*, 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 Healthy Opportunities Pilot and serve Healthy Opportunities 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. Healthy Opportunities Pilot-related HSO grievances may be related to Pilot service payment and include:
 - (a) Payment disputes for denied Healthy Opportunities 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 Healthy Opportunities 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.

8. 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 Healthy Opportunities Pilot regions. The Department will communicate to the BH I/DD Tailored Plan the amount of funding that shall be distributed in each Healthy Opportunities Pilot region in the Department's *Healthy Opportunities Pilot Payment Protocol: Tailored Plans/PIHPs*.
 - iii. The BH I/DD Tailored Plan shall make a good faith effort to utilize capped allocation resources for each Healthy Opportunities 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 Healthy Opportunities Pilot spending differs from the regional capped allocations provided by the Department. If the BH I/DD Tailored Plan's regional Healthy Opportunities 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 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 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 Tailored Plan Implementation Period Incentive Payments Milestone 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: Tailored Plans/PIHP, Healthy Opportunities Tailored Plan Implementation Period Incentive Payments Milestone Guide and any additional Pilot VBP Guides.
 - iv. During the Implementation Period, 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 Tailored Plan Implementation Period Incentive Payments Milestone 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 Review 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 Review Requirements* of the Contract.

9. 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 Healthy Opportunities 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. Reserved.
 - 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, Healthy Opportunities Pilot Member enrollment rosters, and Healthy Opportunities 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 Healthy Opportunities 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 NCCARE360 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 Healthy Opportunities 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 Healthy Opportunities Pilot Members, in accordance with the *Healthy Opportunities Pilot Payment Protocol: Tailored Plans/PIHPs*.

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

All capitalized terms used in this **Section 10. 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.

- a. Access to IPV-Related Information
 - i. 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 an eligible Member or actually furnished to an eligible Member as "*IPV-related service data*."
 - ii. 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 Healthy

Opportunities Pilot-related data, including from NCCARE360, complete IPV-related data training including:

- (a) IPV-related services;
 - (b) Handling of, privacy of, security of, and access to IPV-related service data; and
 - (c) 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 Interpersonal Violence (IPV) Protocol: Tailored Plans/PIHPs*.
- iii. 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."
 - iv. 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 amount of time as required by applicable law.
 - v. 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.
- b. IPV-Related Data Standards
- i. The BH I/DD Tailored Plan agrees to conduct routine and ongoing monitoring of IPV-related service data, to include at a minimum:
 - (a) Reserved.
 - (b) Internal auditing of the BH I/DD Tailored Plan's adherence to the IPV-related data policies (as defined in *Section 10.f. 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;
 - (c) 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 Protections* of the Contract; and
 - (d) 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.
 - ii. 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 send written notice within one (1) Business Day to each Care Manager (as defined in *Section 10.c 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 unauthorized access or breach, and providing the care manager and HSO with a list of Members whose data was or may have been affected by the unauthorized access or breach.

- iii. 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 Healthy Opportunities 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 10.f. IPV-Related Policies and Enforcement* of this Amendment) prior to BH I/DD Tailored Plan launch and annually thereafter.
- c. Care Manager Training
 - i. 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 Healthy Opportunities Pilot assessment, including but not limited to the below topics:
 - (a) IPV-Related Data Training;
 - (b) Working with IPV survivors;
 - (c) Trauma-informed care delivery;
 - (d) Cultural humility and/or competency training; and
 - (e) The Healthy Opportunities Pilot consent process, including how to communicate to Members that Members might 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.
- d. Healthy Opportunities Pilot Enrollee Contact Requirements: The BH I/DD Tailored Plan shall ensure that:
 - i. When obtaining and recording a Healthy Opportunities Pilot Enrollee's contact requirements pursuant to *Section 5.c. Healthy Opportunities Pilot Enrollee Communication 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.
- e. Member Opt-In/Opt-Out Requirements
 - i. 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.
 - ii. 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.
 - iii. When communicating with a Member pursuant to *Section 5.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 10.d. Healthy Opportunities Pilot Enrollee Contact Requirements* of this Amendment and taking all care necessary as directed by the Care Manager IPV-Related Trainings.

f. IPV-Related Policies and Enforcement

- i. 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 begins offering IPV services and at the Department’s request. The IPV Policy shall include all of the requirements of the BH I/DD Tailored Plan as defined in the Amendment. As long as the Healthy Opportunities Pilot IPV Policy clearly states that it applies to the BH I/DD Tailored Plan, the Healthy Opportunities Pilot IPV Policy may apply to other LME/MCO operations, including, without limitation, the PIHP contract.

11. Effective Date: This Amendment is effective July 1, 2024, and replaces Amendment #3 in its entirety, unless otherwise explicitly stated herein, subject to approval by CMS.

12. 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

Date: _____

Jay Ludlam, Deputy Secretary

Entity Name

Date: _____

Entity Authorized Signature