

**Healthy Opportunities Pilot: Network Lead-HSO Model Contract**

*Updated October 2021*

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**1. Preamble**

This Agreement (the “Agreement”) between \_\_\_\_\_ (“Healthy Opportunities Network Lead” or “Network Lead”), a \_\_\_\_\_ entity, and \_\_\_\_\_ (“Human Services Organization” or “HSO”), a \_\_\_\_\_ entity, is effective as of the Contract Effective Date. Network Lead and HSO are hereinafter each referred to individually as a “Party” and collectively as the “Parties” to the Agreement.

**WHEREAS**, the North Carolina Department of Health and Human Services (“the Department”) is the single state Medicaid agency designated under 42 CFR § 431.10 to administer or supervise the administration of the state plan for medical assistance; and

**WHEREAS**, the Department is implementing the Healthy Opportunities Pilot Program (“the Pilot program”), as defined under North Carolina’s Section 1115 Demonstration Waiver approved by the federal Centers for Medicare & Medicaid Services (“CMS”) on October 24, 2018 and revised to reflect technical amendments on April 25, 2019, to test the impact of providing evidence-based non-medical interventions to high-need Members through North Carolina’s Medicaid Managed Care program; and

**WHEREAS**, Network Lead is a single legal entity, properly formed and organized in North Carolina, and has been awarded a Contract (“Network Lead-Department Contract”) from the Department to act as a Network Lead for the purposes of the Pilot program in \_\_\_\_\_ counties (“the Pilot region”); and

**WHEREAS**, Network Lead intends to enter into or has entered into an agreement with all Prepaid Health Plans (“PHPs”) operating in the Pilot region to develop and manage a network of HSOs to provide Pilot services; and

**WHEREAS**, HSO is a legal entity operating in North Carolina that provides social services covered by the Pilot program to Medicaid-eligible individuals residing within the Pilot region; and

**WHEREAS**, HSO seeks to participate as a network HSO in the Pilot program in the Pilot region;

**NOW, THEREFORE**, in consideration of mutual agreements, undertakings, representations, and warranties hereinafter set forth, the Parties hereby agree as follows:

## 2. Definitions

- A. **1115 Demonstration Waiver:** As defined by Section 1115 of the Social Security Act, state demonstrations that give states additional flexibility to design and improve their programs by demonstrating and evaluating state-specific policy approaches that promote the objectives of the Medicaid program. Specifically, North Carolina’s 1115 Demonstration Waiver approved by the federal Centers for Medicare & Medicaid Services (CMS) on October 24, 2018 and revised to reflect technical amendments on April 25, 2019. Unless otherwise noted, any reference to the “1115 Demonstration Waiver” or to the “waiver” refers to the special terms and conditions of North Carolina’s amended waiver approved by CMS on April 25, 2019
- B. **Authorized Pilot Services:** Contracted Pilot Services approved/authorized by PHP for a specific Member, including pre-approved services.
- C. **Capacity Building Funds:** Funding authorized by CMS available to Network Leads and HSOs in a Network Lead’s Pilot network to support successful execution of Pilot responsibilities.
- D. **Care Manager:** A care manager based at a PHP or a Designated Care Management Entity or care management agency under contract with a PHP, who provides a team-based person-centered approach under the North Carolina PHP Care Management model to effectively manage a Member’s medical, social and behavioral conditions, including comprehensive assessment, transitional care management, coordination of services, and identification and management of unmet resource needs and high-risk social environments.
- E. **Contract Effective Date:** The date the Agreement is fully executed by Network Lead and HSO.
- F. **Contracted Pilot Services:** The set of Pilot services identified in Attachment A: Contracted Pilot Services, for which HSO is a participant in Network Lead’s Pilot network.
- G. **Corrective Action Plan (CAP):** A written document describing the deliberate set of actions to be taken by an entity to correct one or more deficiencies or non-compliance in accordance with this Agreement.
- H. **Credible Allegation of Fraud:** A credible allegation of fraud is an allegation from any source, including but not limited to the following in accordance with 42 C.F.R § 405.370:
  - a. Fraud hotline complaints.
  - b. Claims data mining.
  - c. Patterns identified through provider audits, civil false claims cases, and law enforcement investigations.
 Allegations are considered credible when they have indicia of reliability.
- I. **Day:** A State of North Carolina business day includes traditional workdays (Monday through Friday) from 8:00AM through 5:00PM ET, excluding State holidays. A list of North Carolina

State Holidays is located at <https://oshr.nc.gov/state-employee-resources/benefits/leave/holidays>.

- J. **Designated Care Management Entity:** An entity with which the PHP contracts, that assumes responsibility for performing specific care management and/or care coordination functions with appropriate documentation and oversight. For the purposes of this Agreement, Designated Care Management Entities shall include, but shall not be limited to:
  - a. Advanced Medical Home (AMH) and AMH+ practices;
  - b. Local Health Departments (LHDs) carrying out care management for High Risk Pregnant Women and At-Risk Children;
  - c. Care Management Agencies (CMAs); and
  - d. Other contracted entities capable of performing care management for a designated cohort of Members.
- K. **Department:** The North Carolina Department of Health and Human Services.
- L. **Excluded Person or Entity:** Excluded Persons or Entities who are ineligible to receive payments from federal funds are listed in various federal and state databases (“Exclusion Lists”) maintained by the following: U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC) Sanction Lists; Social Security Administration Death Master File (SSADMF); System of Award Management (SAM); U.S. Department of Health and Human Services, Office of Inspector General’s (HHS-OIG) List of Excluded Individuals and Entities (LEIE); and North Carolina Medicaid Exclusion List.
- M. **Healthy Opportunities Pilot Program (Pilot):** The Enhanced Case Management and Other Services Pilot Program authorized by North Carolina’s 1115 Demonstration Waiver, referred to as the “Healthy Opportunities Pilot Program.” The Pilot program will evaluate the effectiveness of a set of select, evidence-based, non-medical interventions and the role of Network Leads on improving health outcomes and reducing healthcare costs for high-need Members. The Healthy Opportunities Pilot Program refers to the overall Pilot program, which will encompass at least two and up to three Local Pilots.
- N. **Human Service Organization (HSO):** A human services organization that has contracted with Network Lead to participate in its network for the purposes of delivering Contracted Pilot Services. Network Lead establishes the network and monitors and oversees its HSOs under the terms of this Agreement.
- O. **Laws:** Any and all applicable laws, rules, regulations, statutes, orders, standards, and policies from the Department having the force and effect of law, as adopted, amended, or issued from time to time.
- P. **Member:** A Medicaid beneficiary specifically enrolled in and receiving benefits through the North Carolina Medicaid Managed Care program. For the purposes of this Agreement, a

Medicaid beneficiary shall include NC Health Choice (North Carolina's separate Children's Health Insurance Program) Members upon CMS authorization.

- Q. **NCCARE360:** Statewide technology infrastructure and coordinated community network uniting health care and human services through a statewide resource directory, a community resource repository and a shared technology platform that enables health care and human service providers to send and receive secure closed-loop electronic referrals, communicate in real-time, securely share client appropriate information and track outcomes.
- R. **NCTracks:** The multi-payer Medicaid Management Information System for the North Carolina Department of Health and Human Services.
- S. **Network Lead (NL):** An organization responsible for contracting with the Department and Prepaid Health Plans to develop and manage a network of HSOs providing Pilot services to Pilot Participants.
- T. **Notice:** Notice(s) shall have the meaning further defined in Section 13 of this Agreement.
- U. **Pilot-Eligible Member:** An individual Medicaid managed care Member that meets the criteria to be eligible for participation in the Pilot program, as defined in the Network Lead-Department and PHP-Department Contracts as well as Department Protocol.
- V. **Pilot Enrollee (see also Pilot Participant):** A Member who has been determined by a PHP to be eligible for, consented to participate, and has been enrolled in the Pilot program to receive Pilot services.
- W. **Pilot Participant (see also Pilot Enrollee):** A Member who has been determined by a PHP to be eligible for, consented to participate, and has been enrolled in the Pilot program to receive Pilot services.
- X. **Pilot Program Required Consents:** Consents that Pilot-Eligible Members will sign to participate and receive Pilot services, related to:
  - a. Pilot participation and receipt of Pilot services, including an understanding that Pilot services are not an entitlement and may be revoked at any time;
  - b. Sharing of personal data, including protected health information, that will be used to evaluate the Pilots as part of North Carolina's 1115 waiver evaluation; and
  - c. Sharing of personal data, including personal health information, with organizations in the NCCARE360 network, and stored and exchanged on NCCARE360.
- Y. **Prepaid Health Plan (PHP):** Prepaid Health Plan shall have the same meaning as defined in Section 4. (2) of Session Law 2015-245, as amended by Session Law 2018-48. As defined therein, "PHP" includes both Commercial Plans and Provider-Led Entities (i.e. Standard Plans) and BH I/DD Tailored Plans. A PHP is a Managed Care Organization as defined 42 CFR 438.2. For the purposes of this Agreement, PHP includes PHP or their authorized representatives,

including Designated Care Management Entities, consistent with the PHP-Network Lead Contract.

- Z. **Process Improvement Plan (“PIP”)**: A written document identifying HSO deficiencies or other nonconformances with policies, procedures, requirements, laws, regulations and program requirements of the Network Lead, PHP, or Department. The PIP will state the nature of the deficiency, and expectations and timelines for improvement.
- AA. **Protocols**: Specifications and parameters established by the Department for the operation of the Pilot program.
- BB. **Readiness Assessment or Readiness Review**: An assessment to determine an HSO’s preparedness to effectively administer and provide the services defined in this Agreement and to meet readiness standards established by the Department or Network Lead.
- CC. **Value-Based Payments or VBP**: Payment methodology linking payments to HSOs for performance and value.
- DD. **Waste**: Overutilization of services or other practices that, directly or indirectly, result in unnecessary costs. It is not generally considered to be caused by criminally negligent actions, but by the misuse of resources.

### 3. Responsibilities of HSO

#### A. *Participating HSO Pilot Service Provider*

- i. HSO agrees to be a Pilot service provider within Network Lead’s HSO Network.
- ii. HSO shall only invoice for and be eligible to receive Pilot program payment for the subset of Pilot services indicated as Contracted Pilot Services in Attachment A: Contracted Pilot Services at the time of service delivery. Additional services offered by the HSO in the course of its non-Pilot business are not eligible for Pilot payments.
  - a. Prior to HSO Pilot service delivery, Network Lead shall conduct a Readiness Review to assess HSO readiness to deliver services in a manner consistent with the relevant description in Attachment A: Contracted Pilot Services and to authorize the HSO to provide each Contracted Pilot Service.
  - b. HSO is eligible to receive Pilot program payment only for Contracted Pilot Services delivered consistent with the relevant description in Attachment A: Contracted Pilot Services.

1. Notwithstanding any other requirement or provisions to the contrary, including in Attachment A: Contracted Pilot Services, HSO shall:
  - i. Adhere to any Executive Order issued by the Governor of North Carolina to address the spread of COVID-19 or other pandemic or public health emergency;
  - ii. Comply with any guidance or directives issued by the Department to prevent the spread of COVID-19 or other communicable diseases through engagement, training, and technical assistance activities, or the provision of Pilot services, including conducting Pilot activities and services virtually;
  - iii. Work with the Department to determine the appropriate timing and approach to engage in face-to-face or in-person engagement, training, technical assistance, and the provision of Pilot services; and
  - iv. Comply with all current and future Protocols, as determined by the Department.
- c. Network Lead may change the set of Pilot services that an HSO is contracted to deliver to Pilot Participants at its discretion by changing which Pilot services are indicated in Attachment A: Contracted Pilot Services. Network Lead shall conduct a Readiness Review for any additional Contracted Pilot Services prior to authorizing any new Pilot service delivery by the HSO.
- d. HSO shall notify Network Lead if at any time it is no longer able to provide a Contracted Pilot Service, as indicated in Attachment A: Contracted Pilot Services, with thirty (30) Days' notice.
- e. In the event of removal of a Pilot service from the set of Contracted Pilot Services indicated in Attachment A, without termination of contract as a whole, Network Lead shall provide HSO with thirty (30) Days' notice. HSO shall comply with the continuation of care obligations after termination requirements, as applicable, outlined in Section 9 Contract Termination and Transition.
- f. Neither HSO nor Network Lead may modify the Pilot service descriptions included in Attachment A: Contracted Pilot Services or the Pilot Service Rates included in Attachment F: Pilot Service Fee Schedule except at the direction of the Department.

- iii. HSO authorizes Network Lead, its contracted PHPs and the Department to use its name, address, phone number, type of organization, and Pilot services offered in their member-facing communications, including directories, Pilot-program related reports and promotional material. An HSO is not required to provide the physical address or other information that could be used to identify the location of a facility that provides shelter, safe homes, meals, or supportive services, as defined in the Family Violence Prevention and Services Act, 42 USC §10402(12), to victims of family violence, domestic violence, or dating violence, and their dependents.
- iv. HSO agrees to be bound by and comply with Section V.8.g. of the PHP-Department Contract, “Enhanced Case Management Pilots to Address Unmet Health-Related Needs,” as amended and any Attachments referenced therein.
- v. HSO agrees to be bound by and comply with all applicable terms and conditions of the Section V. Scope of Services of the Network Lead-Department Contract as amended and any Attachments referenced therein
- vi. HSO agrees to be bound by and comply with the following sections of the PHP-Network Lead Contract as amended and any Attachments referenced therein:
  - a. 3.B, “Develop and Maintain HSO Network to Provide Pilot Services to Pilot Participants”
  - b. 3.C, “Support Pilot Funds Flow for Service Delivery”
  - c. 3.E, “Support NCCARE360 Use”
- vii. HSO has thirty (30) Days to comply with amendments to the PHP-Department Contract, the Network Lead-Department Contract and the PHP-Network Lead Contract following being informed of such amendments by the Network Lead.
- viii. A copy of the PHP-Network Lead Contract and the PHP-Department Contract shall be made available to HSO by request.
- ix. HSO agrees to be bound by and comply with all applicable Federal and State laws and regulations.
- x. HSO agrees to be bound to and comply with Protocols established by the Department, upon thirty (30) Days advance notice provided by the Network Lead in writing.
- xi. HSO agrees to be bound by and comply with the Network Lead’s HSO Manual, incorporated by reference into this Agreement, which may be modified by Network Lead upon thirty (30) Days advance notice provided by the Network Lead in writing.
- xii. HSO agrees to be bound by and comply with the Network Lead’s Guidance on HSO readiness reviews, monitoring and oversight, reporting requirements, VBP and performance assessment, incorporated by reference into this Agreement,

which may be modified by Network Lead upon thirty (30) Days' notice provided by the Network Lead in writing.

- xiii. HSO shall not contract directly with PHPs for the purposes of Pilot program activities for the duration of the Pilot program.

**B. Meet and Maintain Pilot Service Delivery Readiness Standards**

- i. At all times while under this Agreement with Network Lead, HSO shall:
  - a. Be duly licensed and accredited to meet industry standards, where applicable, for services outlined in Attachment A: Contracted Pilot Services.
  - b. Comply fully with anti-kickback procedures as set forth in 48 CFR 52.203-7.
- ii. Prior to delivering services and for the duration of this Agreement, HSO shall:
  - a. Facilitate access and participate in site visits consistent with Network Lead Guidance.
  - b. Comply fully with all Network Lead and Department information requests, end-to-end testing and other procedures related to HSO Readiness Review for Pilot service delivery, including related to technology infrastructure, personnel, information privacy and security and service delivery quality.
  - c. Represent that all information provided in its Readiness Review participation is in all respects true, correct and complete and included all information necessary so that the information provided is not misleading.
  - d. Be enrolled as a Medicaid provider in NCTracks, consistent with Department and Network Lead guidance.
  - e. Maintain a physical presence in North Carolina, with one or more offices located in or serving the Pilot Region for the term of this Agreement.
    - 1. Network Lead may make exceptions to this requirement on a case-by-case basis, with Department approval.
  - f. Maintain sufficient hours of operation and staffing to serve needs of Pilot Participants.
  - g. Ensure that qualified staff fill roles and positions needed to perform all of the HSOs responsibilities throughout the term of this Agreement, including Pilot service delivery and administrative roles.
    - 1. Qualifications of staff include possessing the skills and competencies required to work with Pilot Participants, including communication, care coordination, case management,



- motivational interviewing, advocacy and social service connections, where applicable.
2. HSO shall have clearly defined and documented roles and responsibilities for staff as they relate to engaging with and providing Contracted Pilot Services to Pilot participants.
  3. HSO shall take reasonable action to ensure its employees, directors, officers, owners, or subcontractors, who are licensed, credentialed, or otherwise providing professional services in North Carolina, abide by their professional obligations and do not act in violation of their professional obligations.
- h. Establish and maintain the ability to receive Pilot referrals, report service delivery and related outcomes, and invoice for delivered Authorized Pilot Services through NCCARE360 including through system onboarding and recurrent trainings for all relevant employees.
  - i. Maintain an accurate description of HSO service delivery capacity, hours, locations, services offered and other capabilities, including but not limited to languages spoken, on NCCARE360 at all times.
  - j. Establish and maintain capability to comply with all invoicing, reporting and oversight requirements as specified in Network Lead Guidance, the HSO Manual, Department Protocols and this Agreement.
  - k. Ensure that employees, directors, governing bodies, agents and subcontractors comply with federal and state conflict of interest laws and Attachment B: Network Lead Conflict of Interest Policy.
  - l. Provide Network Lead at least monthly with a list of its employees, directors, governing body members, agents, and subcontractors that allocate a portion of their time to Pilot-related responsibilities to enable Network Lead to check against Exclusion Lists identified in this Agreement, to support program integrity and ensure that Network Lead's contracted PHPs do not pay federal funds to excluded or otherwise prohibited persons or entities.
  - m. Make all reasonable effort to meet the linguistic and cultural needs of the community for whom it provides services through this Agreement by, among other things, endeavoring to hire staff that reflect the linguistic and cultural traits of the communities they serve.
    1. HSO shall ensure its directors, officers, and personnel have an understanding of the demographics, backgrounds, health, and health-related needs of potential Pilot Participants in the Pilot region.

2. HSO shall ensure that its staff participate in cultural competency and implicit bias training.
  3. If the Pilot region includes members of federally recognized tribes (e.g., Eastern Band of the Cherokee Nation), the HSO shall ensure its directors, officers, and personnel understand the unique needs of this population, and the impact of the needs on engagement and communication.
  4. HSO is expected to use reasonable efforts to recruit and employ staff who reflect the Pilot region's Medicaid population, including individuals with similar demographics, background and language fluency to understand Pilot Participants' needs.
- n. Adhere to all Non-Discrimination Requirements herein and in Attachment C: Network Lead Non-Discrimination Policies and Procedures.
1. HSO agrees to render Pilot services to Pilot Participants with the same degree of care and skills as customarily provided to HSO's clients who are not Members, according to generally accepted standards for HSO's industry. HSO and Network Lead agree that Members and non-members should be treated equitably.
  2. HSO agrees not to discriminate against Pilot Participants on the basis of race, color, national origin, age, sex, gender or disability.
  3. HSO shall comply with all applicable Federal and State non-discrimination laws, regulations, guidelines, certifications, and standards, including, but not limited to the following:
    - i. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin;
    - ii. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
    - iii. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex;
    - iv. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age;

- v. Section 654a of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs;
  - vi. The Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities;
  - vii. Section 1557 of the Patient Protection and Affordable Care Act, which prohibits discrimination on the basis of race, color, national origin, sex, age, or disability in certain health programs or activities;
  - viii. The North Carolina Equal Employment Practices Act, Article 49A of Chapter 143 of the North Carolina General Statutes, which prohibits employment discrimination on the basis of race, religion, color, national origin, age, sex or handicap by employers which regularly employ 15 or more employees;
  - ix. The North Carolina Persons with Disabilities Protection Act, Chapter 168A of the North Carolina General Statutes, which prohibits disability discrimination; and
  - x. The North Carolina Retaliatory Employment Discrimination Act, Article 21 of Chapter 95 of the North Carolina General Statutes, which prohibits employer retaliation against employees who in good faith take or threaten to take protected action under the law.
4. HSO shall develop and maintain a Non-Discrimination Policy, incorporated by reference into this agreement, including, at minimum:
- i. The definition of discrimination under Federal law;
  - ii. Policies and procedures to identify resources and address the needs of individuals with disabilities;
  - iii. HSO policies and procedures for tracking and addressing complaints, including penalties; and
  - iv. Federal and State non-discrimination resources, including contact information.

5. HSO shall review its Non-Discrimination Policy no less than annually and make updates as needed or required.
  6. HSO shall make its Non-Discrimination Policy available to Network Lead, the Department, Pilot Participants, and HSO employees upon request.
- iii. HSO represents that it is fully qualified to provide all aspects of the Pilot services for which it is contracted, as described in Attachment A: Contracted Pilot Services, either alone or in partnership with one or more sub-contractors.
- a. In the instance where HSO wishes to subcontract to fully deliver a Pilot service, HSO shall:
    1. Submit all subcontractor requests to the Network Lead for review and approval prior to seeking related Pilot service delivery authorization; and
    2. Ensure all subcontractors providing Pilot services on behalf of HSO under the scope of this Agreement meet all applicable requirements, as determined by Network Lead, of HSO in this Agreement.
    3. Remain solely responsible for the performance of its subcontractors.
  - b. Approval or denial of HSO requests to subcontract for HSO Pilot service delivery is at sole discretion of Network Lead.
    1. The Department may direct Network Lead to require termination of an HSO subcontract.

**C. Use & Report on Pilot Capacity Building Funds**

- i. HSO may receive and use Pilot Capacity Building Funds to build and improve capabilities to deliver Pilot services, consistent with Attachment D: HSO Capacity Building Permitted Uses.
  - a. HSO may only spend Capacity Building Funds for uses specifically included in Attachment E: HSO Capacity Building Budget.
  - b. HSO may seek to amend its capacity building budget by providing notification in writing to the Network Lead; approval of such modifications is subject to Network Lead's sole discretion.
  - c. Department may require Network Lead to modify an HSO capacity building budget.
- ii. HSO shall maintain an accurate accounting of Capacity Building Funds spent, including appropriate back-up documentation as appropriate for all expenditures.

- iii. HSO shall report on uses of Capacity Building Funds to Network Lead on a quarterly basis using a form provided by the Network Lead.

**D. *Support Identification and Enrollment of Pilot-Eligible Individuals***

- i. PHP will identify individuals who are eligible for Pilot program participation using a variety of methods, including HSO recommendations.
  - a. Client-facing HSO staff may identify individuals who may be eligible for Pilot participation and have not otherwise been identified by PHP. For such individuals, HSO shall:
    - 1. Contact the individual’s Designated Care Management Entity or PHP to initiate Pilot eligibility determination, service authorization, enrollment, and referral processes.
    - 2. Support PHP and Designated Care Management Entities by:
      - i. Verifying Pilot program-qualifying social risk factors;
      - ii. Recommending needed Pilot services
- ii. Only PHPs have the authority to make determinations regarding Pilot program or Pilot service eligibility or Pilot service authorizations, consistent with PHP-Network Lead Contract. Neither HSO nor Network Lead shall have authority to make such determinations.

**E. *Use NCCARE360 for Pilot Service Referrals, Invoicing, and Reporting***

- i. HSO shall utilize NCCARE360 to receive Pilot referrals, report on service delivery and related outcomes for Pilot services, and invoice for delivered Authorized Pilot Services consistent with the HSO Manual and Department Protocols.
  - a. In the event that HSO has been notified by Network Lead that it is temporarily suspended or terminated from Network Lead Pilot network participation, HSO shall immediately cease accepting referrals for Pilot services until such time that Network Lead provides notification that its Pilot network status is active.
- ii. HSO shall fulfill all relevant privacy and security obligations to support information sharing through NCCARE360, consistent with Department Protocols and the Pilot program Required Consents, including compliance with Violence Against Women Act, Family Violence Prevention and Services Act and Victims of Crime Act.
- iii. HSO shall participate in all NCCARE360 onboarding and training activities.

**F. *Provide Authorized Pilot Services***

- i. HSO shall deliver Authorized Pilot Services to Pilot Participants upon accepting referral via NCCARE360 for those services identified in Attachment A:  
Contracted Pilot Services.
  - a. HSO shall make best efforts to contact the referred Pilot Participant and accept or close referral within time frames and manners consistent with Department Protocols and Network Lead guidance.
  - b. If the referred Pilot Participant is not able to be reached, HSO will, via NCCARE360, close the referral in accordance with Department Protocols and Network Lead guidance.
- ii. All Pilot services shall be rendered by HSO to Pilot Participants in accordance with the terms and conditions of this Agreement, the Pilot service descriptions in Attachment A: Contracted Pilot Services, Network Lead's HSO Manual, and other Network Lead or Department guidelines, policies, Protocols, and procedures now existing or as hereafter adopted or amended.
  - a. Notwithstanding any other requirement or provisions to the contrary, including in Attachment A: Contracted Pilot Services, HSO shall:
    - 1. Adhere to any Executive Order issued by the Governor of North Carolina to address the spread of COVID-19 or other pandemic or public health emergency;
    - 2. Comply with any guidance or directives issued by the Department to prevent the spread of COVID-19 or other communicable diseases through engagement, training, and technical assistance activities, or the provision of Pilot services, including conducting Pilot activities and services virtually; and
    - 3. Work with the Department to determine the appropriate timing and approach to engage in face-to-face or in-person engagement, training, technical assistance, and the provision of Pilot services.
- iii. HSO shall share relevant information about service status and Pilot Participant needs with the Pilot Participant's Medicaid managed care program Designated Care Management Entity, clinicians and/or PHP without charge and in a manner consistent with applicable law and Network Lead policies at the request of the Network Lead, clinicians, PHP, Designated Care Management Entities or others involved in the Pilot Participant's care. This provision shall survive the expiration of this Agreement with respect to all services delivered during the term of this Agreement.
- iv. HSO shall make certain that Pilot services are provided in a manner that satisfies all applicable requirements of North Carolina laws and regulations, Pilot

program Required Consents, and Department Protocols, including those related to privacy, confidentiality and security, including compliance with the Violence Against Women Act, Family Violence Prevention and Services Act and Victims of Crime Act.

**G. Invoice and Receive Payment for Pilot Services Rendered**

- i. For all Authorized Pilot Services referred to and delivered by HSO, HSO shall be paid by the Pilot Participant's PHP or the PHP's designee in accordance with the then-current Attachment F: Pilot Service Fee Schedule.
  - a. Network Lead may amend Attachment G: Pilot Service Fee Schedule to reflect changes made by the Department on any frequency determined by the Department. Network Lead shall notify HSO in writing thirty (30) Days prior to the effective date of such change, unless the Department requires the updated fee schedule take effect sooner. The Department has sole authority to change the Pilot Service Fee Schedule, through its collaboration with CMS.
  - b. HSO acknowledges that the rates in Attachment F: Pilot Service Fee Schedule are determined solely by the Department, through its collaboration with CMS. Consequently, no modification of Pilot Service Fee Schedule shall be available absent Department action.
  - c. HSO shall not bill a Pilot Participant for Authorized Pilot Services.
  - d. HSO may dispute Pilot invoice denials to the relevant PHP, with Network Lead facilitation, consistent with Department Protocols, and any terms of the Network Lead-Department Contract or its amendments.
    1. In the event that an invoice for Pilot services is properly denied by the PHP, in whole or in part, HSO shall not seek payment for such invoice from the Pilot participant, Network Lead, PHPs, PHPs' designees, or the Department from Pilot funds.
  - e. Network Lead shall act on HSO's behalf with PHPs to resolve payment issues, payment errors, overpayments or underpayments due to fraud, waste or abuse, or denial disputes pursuant to Section 11: Dispute Resolution & Remedies of the PHP-Network Lead Contract.
    1. In the event an HSO received more payment than it was owed, HSO shall return payment to the PHP as facilitated by the Network Lead.
    2. In the event an HSO did not receive payment it is owed, PHP shall make a payment to the HSO in the amount it is owed.

- f. HSO shall not seek Pilot payment to refinance or displace activities already performed by HSO for the same service recipient at the time of Pilot service referral receipt, to the extent that the pre-existing source(s) of funding continue to be available for continuation of the service for the Pilot Participant.
- g. HSO shall not seek duplicate payment via the Pilot in the event that HSO is receiving funds for the same activity for the same member from another funding source, including but not limited to grants or public funds.
- ii. HSO shall provide payment information to PHP or Network Lead upon request, in a manner consistent with Department Protocols.
- iii. HSO shall generate and submit to Network Lead through NCCARE360 complete and accurate invoices and required supporting documentation for Pilot services completed consistent with the timeline and process in the Network Lead's HSO Manual, Department Protocols, and with all privacy and security requirements.
  - a. Invoices must include all Department-standardized information and use required forms and transmission methods, as defined in the Network Lead's HSO Manual and Department Protocols.
  - b. In the event that HSO's invoice for a Pilot service is not received by Network Lead within the time frame specified in the Network Lead's HSO Manual and Department Protocols, such invoice shall be denied by Network Lead and all rights to receive payment from the Pilot Participant, Network Lead, PHPs, PHPs' designees, or Department from Pilot funds shall be deemed to have been waived by HSO.
    - 1. An extension of this filing requirement may be granted by Network Lead in its sole discretion for good cause.
  - c. If an invoice has been returned to HSO because of incorrect or incomplete information, or because the invoice template has been incorrectly completed, HSO shall submit corrected invoices upon Network Lead request, consistent with the process and timeline identified in the Network Lead's HSO Manual and Department Protocols.
    - 1. If a completed invoice reflecting the required changes from the Network Lead is not resubmitted within the time frame specified by Network Lead, then such invoice shall be denied and all rights to receive payment from the Pilot Participant, Network Lead, PHPs, PHPs' designees, or Department from Pilot funds shall be deemed to have been waived by HSO.



2. An extension of this filing requirement may be granted by Network Lead in its sole discretion for good cause.
- d. HSO shall submit invoices according to processes outlined in HSO Manual, incorporated by reference into this agreement, consistent with privacy and confidentiality provisions of this Agreement and the Pilot program Required Consents, and in compliance with the Violence Against Women Act, Family Violence Prevention and Services Act and Victims of Crime Act.
- iv. HSO shall receive payments directly from PHPs or their designees, pursuant to the PHP-Network Lead Contract.
  - a. PHPs are required to make payments to HSO for Pilot services delivered solely from the Pilot Participant's PHP, via check or direct deposit, within a timeframe specified in Department Protocols, following PHP's receipt of a complete, accurate and proper invoice. Network Lead has no obligation to provide payment to HSO.
    1. In the event that a Pilot Participant changes PHPs following Pilot service authorization, the PHP that authorized the Pilot service shall manage transitions of care and make payments consistent with the Department Transitions of Care Policy.
  - b. HSO shall track and reconcile invoice payments in HSO's accounts receivable accounting system.
- v. HSO shall participate in Network Lead VBP initiatives, following launch of Pilot service delivery, consistent with Network Lead Guidance and HSO Manual.

***H. Participate in Pilot-Related Training and Technical Assistance Efforts***

- i. HSO shall actively participate in Pilot-related training and technical assistance activities, sponsored by the Network Lead, PHP, Department or any other Pilot-related entity for which Network Lead or the Department requests HSO's participation.

***I. Participate in Pilot Convenings***

- i. HSO shall actively participate in Pilot-related convenings led by the Network Lead or the Department for which Network Lead or the Department requests HSO's participation and provide feedback on Pilot program implementation and Pilot service fee schedule and, where available, best practices or lessons learned to inform Pilot program implementation by other Pilot-participating entities.

- ii. HSO shall actively engage with Pilot-participating Designated Care Management Entities upon Network Lead request, including to ensure effectiveness of Pilot service referral process for Pilot Participants.

**J. Participate in Pilot Quality Improvement, Program Evaluation, and Program Integrity**

- i. HSO shall participate in Pilot-related quality improvement and evaluation initiatives upon Network Lead or Department request, including but not limited to the systematic collection of and reporting on data and qualitative interviews.
- ii. Program Integrity
  - a. HSO shall comply with all monitoring and oversight requirements communicated by Network Lead, the Network Lead's governing body, and the Department.
  - b. HSO shall comply with Network Lead's HSO monitoring efforts, in accordance with Department Protocols, Network Lead Guidance and this Agreement, including but not limited to those related to HSO's delivery of Pilot services to Pilot Participants and performance against obligations in this Agreement.
  - c. HSO shall support Network Lead, the Department, and their designees in program integrity and monitoring efforts including by facilitating and participating in:
    - 1. Site visits
    - 2. Provider interviews
    - 3. Visit verifications
  - d. To the extent HSO is unable to comply with this Agreement, including any documents incorporated by reference into this Agreement as defined in Section 3.A.iv-x, HSO shall notify Network Lead within two (2) Days of concluding they are unable to comply.
  - e. Should Network Lead reasonably determine that HSO is failing to achieve its obligations under this Agreement or provision of services in Attachment A: Contracted Pilot Services, and should Network Lead request that HSO participate in a Performance Improvement Project (PIP) and/or Corrective Action Plan (CAP), then HSO shall follow such PIP or CAP including submitting any additional documentation required therein, as further described in Section 11.A: HSO Performance Improvement Plan and Corrective Action Plan.
    - 1. If HSO performance issues persist, the Network Lead may take any action permitted under this Agreement or as directed by the Department.

- iii. Fraud, Waste and Abuse
  - a. HSO shall participate fully in Network Lead investigations of potential fraudulent, wasteful or abusive activity consistent with Department Protocols and Network Lead Guidance.
  - b. If Network Lead, in consultation with the Department, determines that HSO has engaged in fraudulent, wasteful, or abusive activity, HSO shall repay Pilot funds received or take other action(s) as directed by the Department.

**K. *Participate in Pilot-Related Reporting and Evaluation***

- i. HSO shall submit all Pilot-related reports on specified timelines, consistent with Department Protocols and Network Lead Guidance.
- ii. HSO shall coordinate, facilitate, and participate in interviews, focus groups, and/or site visits with Network Lead, the Department, or other evaluators upon request by Network Lead or the Department, including providing access to care coordinators or other frontline staff.

#### **4. Responsibilities of the Network Lead**

**A. *Designation and Status***

- i. Network Lead shall remain in contract with the Department to act as a network lead for the Pilot.
- ii. Network Lead agrees to be bound by and comply with all of the terms and conditions of PHP-Network Lead Contract related to the Pilot, as well as Section V.8.g. of PHP-Department Contract, "Enhanced Case Management Pilots to Address Unmet Health-Related Needs," as amended and any Attachments referenced therein.
  - a. Network Lead has forty-five (45) Days to comply with amendments to the PHP-Department Contract following being informed of such amendments by the Department.
- iii. Network Lead agrees to be bound to and comply with all applicable Federal and State laws and regulations.
- iv. Network Lead shall be bound to and comply with Pilot Protocols established by the Department, upon forty-five (45) Days of being informed of the Protocol by the Department in writing.
- v. Network Lead shall maintain ongoing contracts with all PHPs operating in good standing in the Pilot region.

- vi. Network Lead shall provide a copy of its Network Lead-Department and PHP-Network Lead Contracts and the PHP-Department contract to HSO upon request.

**B. *Allocate, Distribute, and Monitor HSO Pilot Capacity Building Funds***

- i. Network Lead shall allow HSO to apply for additional Capacity Building Funds, contingent on need, availability of funds, and in accordance with Department Protocols, until May 27, 2023, in addition to the original request submitted with HSO’s network application.
- ii. Network Lead shall review HSO Capacity Building Funds requests and determine the amount of Capacity Building Funds to distribute to HSO at its discretion, subject to Attachment D: HSO Capacity Building Permitted Uses and the Department’s review and approval.
  - a. Network Lead has the authority to deny HSO’s request(s) to spend capacity building dollars on a permitted use at the Network Lead’s sole discretion.
  - b. Network Lead may work with HSO to modify its capacity building request(s) based on Network Lead’s assessment of the request, knowledge of community need, availability of funds, or for another reason that Network Lead determines appropriate.
  - c. The Department may require modifications of the HSO capacity building budget, which Network Lead will implement.
- iii. Network Lead shall take steps necessary to receive HSO Capacity Building Funds from the Department, consistent with Network Lead-Department Contract and Department Protocols. This may include, but shall not be limited to:
  - a. Submitting Network Lead capacity building budget and updates to the Department for approval using a form and format and on a timeline determined by the Department;
  - b. Submitting capacity building invoices to the Department; and
  - c. Submitting timely reports on capacity building expenditures.
- iv. Network Lead shall receive capacity building payments from the Department and distribute approved Capacity Building Funds to HSO consistent with Attachment E: HSO Capacity Building Budget.
  - a. Network Lead shall provide the Department’s standard invoicing template to HSO to use for invoicing associated with Capacity Building Funds. HSO is required to use this standard invoicing template.
  - b. Network Lead shall distribute the first approved Capacity Building Funds payment to HSO no later than thirty (30) Days after the Network Lead

has received funds from the Department and the Department has approved the capacity building request.

- c. Network Lead shall distribute subsequent capacity building payments to HSO in accordance with timing specified in Attachment E: HSO Capacity Building Budget.
- v. Network Lead shall monitor HSO spending of Capacity Building Funds, including variation from approved budget, as indicated in Attachment E: HSO Capacity Building Budget and permissibility of uses, consistent with Attachment D: HSO Capacity Building Permissible Uses.
  - a. Network Lead shall provide a form for quarterly HSO reporting of capacity building expenses and documentation requirements, consistent with Department Protocols.
  - b. Network Lead may withhold disbursing Capacity Building Funds received from the Department in the event that HSO's quarterly reports indicate that HSO has deviated from the approved HSO capacity building budget.
  - c. Network Lead may also recover any Capacity Building Funds from HSO to return to the Department that are spent in a way that deviates from the approved HSO capacity building budget.

**C. *Participate in Pilot Funds Flow for Service Delivery***

- i. Network Lead shall collect and track invoices for Pilot services delivered by HSO, including using the Department-required forms and transmission methods, as defined in Department Protocols.
- ii. Network Lead shall review HSO's invoices and related supporting documentation for completeness and accuracy within the timeframe specified in Department Protocols, including that they:
  - a. Include all required elements, consistent with Department Protocols,
  - b. Represent Authorized Pilot Services for the Pilot-enrolled member,
  - c. Are for the amount reflected in Attachment F: Pilot Service Fee Schedule,
  - d. Include any supporting documentation required by Network Lead, PHPs and the Department, and
  - e. Meet other requirements as specified by Department Protocols.
- iii. Network Lead shall return incomplete invoices back to HSO for correction. Network Lead shall provide HSO in writing the basis for such a return.
- iv. Network Lead shall transmit HSO invoices to the PHP that authorized the Pilot service, within the timeframe specified in Department Protocols, upon receipt of complete and accurate invoice from the HSO for final review, adjudication

and payment to the HSO, consistent with its PHP-Network Lead Contract and Network Lead-Department Contract.

- a. Network Lead is not responsible for final review, adjudication, or payment of HSO invoices.
- v. Network Lead shall track Pilot service payments from PHPs to HSO, on the basis of reports from PHPs, provided on a frequency specified by Department Protocols, including:
  - a. Ensuring HSO receives remittances from the PHP to explain whether an invoice was paid, and if so, how much, and the reason for any invoice payment or rejection decisions, consistent with the PHP-Network Lead Contract; and
  - b. Recording and tracking the status of HSO invoices and payments (e.g., submitted, pending, denied, under dispute, dispute resolved).
- vi. Network Lead shall act on behalf of HSO to resolve payment complaints, errors or disputes with PHPs, regarding payment of invoices by PHPs, consistent with its PHP contracts and Department Protocols.
  - a. Network Lead shall report to HSO at least monthly on progress resolving payment complaints, errors or disputes with PHP.

***D. Disburse Pilot Value-Based Payments***

- i. Network Lead shall assess HSO’s performance against VBP targets as outlined in Network Lead Guidance, when applicable following Pilot service delivery launch.
- ii. Network Lead shall distribute VBP to the HSO in the event that it meets targets according to the VBP calculation and distribution methodology and timeline outlined in Network Lead Guidance.

***E. Complete HSO Readiness Assessment***

- i. Network Lead shall complete a Readiness Assessment of HSO based on criteria outlined in Network Lead Guidance and HSO Manual prior to authorizing HSO to deliver Contracted Pilot Services as part of the Pilot.
  - a. Network Lead shall authorize HSO to deliver specific Pilot services on the basis of satisfactory completion of the HSO Readiness Assessment Tool.
- ii. In the event an HSO subcontracts to fully deliver a Pilot service, the Network Lead shall confirm that the subcontractor meets all applicable requirements of HSO in this agreement as part of the HSO Readiness Assessment.

***F. Provide Technical Assistance and Training to HSOs***

- i. Network Lead shall develop and distribute an HSO Manual to guide HSO participation in the Pilot, incorporated by reference into this agreement.
- ii. Network Lead shall provide individual or group training to HSO on a schedule to be developed by the Network Lead in coordination with the Department and outlined in the Network Lead's Department-approved Pilot Entity Engagement, Training and Technical Assistance Plan, to support HSO's execution of its responsibilities under this Agreement.
  - a. Network Lead may subcontract with other organizations to provide select training or technical assistance to HSO at Network Lead's discretion.
- iii. Network Lead shall offer ongoing technical assistance to HSO, consistent with the Network Lead Pilot Entity Engagement, Training and Technical Assistance Plan, including but not limited to the following goals:
  - a. Address issues identified by one or more HSOs;
  - b. Support HSOs' capacity to successfully deliver Pilot services and meet Pilot-related obligations, including related to Pilot-related finance and invoicing;
  - c. Support HSOs' capacity to expand delivery of Pilot services to Pilot Participants;
  - d. Support HSOs with trainings specific to Pilot service domain areas;
  - e. Support HSOs' quality improvement activities to ensure a high-performing network and effective Pilot implementation; and
  - f. Support HSOs with meeting performance standards, including implementing Performance Improvement Plans and Corrective Action Plans, where applicable.

**G. *Convene Pilot-Participating Entities***

- i. Network Lead shall invite HSO to participate in convenings of Pilot-participating entities at regular intervals during the term of this Agreement and consistent with its Department-approved annual Pilot Entity Engagement, Training and Technical Assistance Plan to:
  - a. Solicit information about implementation barriers and enablers to identify areas where training, technical assistance and/or convening would support effective Pilot program implementation;
  - b. Review or develop Pilot-related policies and procedures; and
  - c. Strengthen relationships between Pilot-participating entities.

**H. *Support Pilot Quality Improvement and Program Evaluation***

- i. Network Lead shall assess contracted HSO's performance to ensure delivery of high-quality and timely services to Pilot Participants, consistent with Department Protocols and Network Lead Guidance.

***I. Support Pilot Program Integrity Activities***

- i. Network Lead shall monitor HSO activities for compliance, overpayments or underpayments due to fraud, waste and abuse consistent with the Network Lead-Department Contract, the PHP-Network Lead Contract, Department Protocols, and Network Lead Guidance.
- ii. Network Lead shall address HSO performance issues consistent with the PHP-Network Lead Contract, Department Protocols, Network Lead Guidance and Dispute Resolution provisions in this Agreement.
- iii. Network Lead shall make best efforts to facilitate resolution of underpayments and overpayments due to fraud, waste and abuse between PHPs and HSOs consistent with the Network Lead-Department Contract, PHP-Network Lead Contract, Department Protocols and Network Lead Guidance.
  - a. In the event of an underpayment to an HSO due to fraud, waste or abuse, PHP shall make a payment to the HSO in the amount it is owed.
  - b. In the event of an overpayment to an HSO due to fraud waste or abuse, the HSO shall return payment to the PHP or Department, at the Department's sole discretion, as facilitated by the Network Lead.
- iv. Network Lead shall address identified HSO fraud, waste, and abuse.
  - a. Network Lead shall notify the Department immediately if it has a reasonable basis on which to suspect that HSO has engaged in fraud, waste and/or abuse.
  - b. Network Lead shall investigate the potential fraudulent, wasteful, or abusive activity to determine if HSO engaged in a prohibited activity.
  - c. Upon consultation with the Department and to the extent allowed by law, during the investigation, Network Lead shall suspend capacity building payments to HSO and suspend submission of invoices for services delivered to PHPs if credible allegations of fraud, waste, or abuse are present until a final determination has been made.
  - d. Network Lead shall provide the Department and any affected PHPs with a written report summarizing its investigation and findings and recommendations within five (5) Days upon completion of its investigation.
  - e. If Network Lead determines on the basis of its investigation that HSO has engaged in fraudulent, wasteful, or abusive activity, Network Lead



shall terminate the HSO's contract and require the HSO to repay the related Pilot funds or take other action as directed by the Department or permitted under law.

- v. In the event that a PHP may have been affected by an instance with credible evidence of HSO fraud, waste or abuse, Network Lead shall:
  - a. Notify such PHP within five (5) Days of initiation of an investigation; and
  - b. Provide a written report summarizing its investigation, findings, and recommendations within five (5) Days upon completion of its investigation.
- vi. To promote program integrity, Network Lead shall adhere to the following program standards, at a minimum:
  - a. Starting on Contract Effective Date, Network Lead shall at least monthly check the exclusion status of employees, directors, governing bodies, agents and subcontractors of HSO that allocated a portion of their time to Pilot-related responsibilities, as provided by HSO to Network Lead, against the following lists (collectively, these lists are referred to as the "Exclusions Lists") to ensure that Network Lead's contracted PHPs do not pay federal funds to excluded persons or entities or persons or entities otherwise prohibited from receiving such payments:
    - 1. U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) Sanction Lists;
    - 2. Social Security Administration Death Master File (SSADMF);
    - 3. System of Award Management (SAM);
    - 4. U.S. Department of Health and Human Services, Office of Inspector General's (HHS-OIG) List of Excluded Individuals and Entities (LEIE); and
    - 5. North Carolina Medicaid Exclusion List.
  - b. Network Lead shall investigate and take appropriate action upon identification of any individuals or entities who are HSO employees, directors, governing bodies, agents and subcontractors that allocate a portion of their time to Pilot-related responsibilities appearing on one or more of the Exclusion Lists (an "Excluded Person" or "Excluded Entity"), which may include, subject to Department approval:
    - 1. Termination of the relationship with the Excluded Person or Excluded Entity;
    - 2. Ceasing payments owed to such Excluded Person or Excluded Entity; and

3. Recoupment of Pilot payments made to such Excluded Person or Excluded Entity for services provided during the period that the person appeared on an Exclusions List.
- c. Network Lead shall report to the Department and any affected PHPs within five (5) Days of conclusion of an investigation related to identification of an Excluded Person or Excluded Entity, including the following information:
  1. The name(s) of the Excluded Person(s) or Excluded Entity(ies);
  2. The list(s) where the Excluded Person(s) or Entity(ies) appeared
  3. The amount of Pilot funds paid by the Network Lead's contracted PHP and the Department to the Excluded Person(s) or Excluded Entity(ies) to date with Pilot funds, based on best available information to the Network Lead.
- vii. Network Lead may collect information from HSOs to provide any reports necessary to support PHP and Department Pilot program integrity efforts, as requested by PHPs or Department.

**J. Provide Access to Necessary Data and Reports**

- i. Network Lead shall submit timely, complete, and accurate Pilot data to the Department and/or PHPs or other parties as directed by the Department.

**5. Confidential Information**

- A. The requirements of this section shall survive expiration or termination of the Agreement.
- B. Each Party, its agents, and its subcontractors shall maintain the security and confidentiality of all data, information, working papers, and other documents related to this Agreement. Each Party shall treat all information obtained through its performance under the Agreement as confidential information. Any use, disclosure, sale, or offer of confidential information except as contemplated under the Agreement or approved in writing by the other Party shall be a violation of the Agreement. Any such violation will be considered a material breach of contract. Each Party specifically warrants that it, its officers, directors, principals, employees, any subcontractors, and approved third-party contractors shall hold all information received during performance of the Agreement in the strictest confidence and shall not disclose the same to any third party except as contemplated under the Agreement or approved in writing by the other Party.
- C. The Department, State auditors, State Attorney General, Federal officials as authorized by Federal law or regulations, and State officials as authorized by State law or

regulations, as well as the authorized representatives of the foregoing, shall have access to confidential information in accordance with the requirements of State and Federal laws and regulations. No other person or entity shall be granted access to confidential information unless State or Federal laws and regulations allow such access. The Department has the sole authority to determine if and when any other person or entity has properly obtained the right to have access to any confidential information and whether such access may be granted. Use or disclosure of confidential information shall be limited to purposes directly connected with the administration of this Agreement, the PHP-Department Contract, or the Network Lead-Department Contract.

- D. The foregoing confidentiality provisions do not prevent either Party from disclosing information that:
- i. At the time of disclosure by such Party is already known without an obligation of confidentiality other than under this Agreement;
  - ii. Is publicly known or becomes publicly known through no act of such Party other than an act that is authorized by the other Party;
  - iii. Is rightfully received by such Party from a third party and such party has no reason to believe that the third party's disclosure was in violation of an obligation of confidence to the other Party;
  - iv. Is independently developed by such Party without use of the other Party's confidential information; or
  - v. Is required to be disclosed pursuant to a requirement of law or a governmental authority, so long as the disclosing Party, to the extent possible provides the other Party with timely prior Notice of such requirement and coordinates with the State in an effort to limit the nature and scope of such required disclosure.

## 6. Privacy and Security

- A. Notwithstanding requirements noted above, data and information sharing by HSO pursuant to this Agreement shall comply with all federal and state legal requirements and legal privileges, such that information can only be shared or disclosed to the extent permitted under such applicable law or legal privileges, including VOCA and VAWA.
- B. Should the HSO receive protected health information in the course of executing its responsibilities under this Agreement, HSO shall (i) ensure its staff that have access to PHI undergo training on data privacy and security; (ii) HSO shall take reasonable steps to secure any electronic PHI (ePHI) it receives, including by implementing:
  - i. Administrative safeguards, including but not limited to establishing an official in charge of security, conducting a risk analysis to determine the risks to the confidentiality of ePHI it receives and making efforts to mitigate those risks;

- ii. Physical safeguards, including but not limited to making sure that any workstations that allow access to ePHI can only be used by authorized users; and
  - iii. Technical safeguards, including but not limited to ensuring that anyone with access to ePHI must have a unique login.
- C. North Carolina Identify Theft Protection Act and Other Protections: Certain data and information received, generated, maintained, or used by HSO may be classified as “identifying information” within the meaning of NCGS 14-113.20(b) or “personal information” within the meaning of NCGS 75-61(10). HSO is subject to the North Carolina Identity Theft Protection Act requirements, NCGS 132-1.10 and NCGS 75-65 and must protect such identifying information and personal information as required by law, Department and State policy, and the terms of this Agreement. HSO shall report security incidents and breaches of all protected information, whether PHI, identifying information, or personal information to the Department as required in Section 5: Confidential Information.

## 7. Records Access

- A. Pursuant to G.S. § 147-64.7 and G.S. § 143-49(9), Network Lead, the Department, the State Auditor, appropriate State or federal officials, and their respective authorized employees or agents shall have access to persons and premises, or such other locations where duties under the Agreement are being performed, and are authorized to inspect, monitor, or otherwise evaluate all books, records, data, information, and accounts of HSO, their subcontractor(s), other persons directed by HSO, or HSO’s parent or affiliated companies as far as they relate to transactions under this Agreement, performance of this Agreement, or to fees invoiced to this Agreement.
- B. HSO and Network Lead shall retain any such books, records, data, information, and accounts in accordance with this clause. Records relating to performance under this Agreement may not be destroyed, purged, or disposed of except in accordance with applicable State and federal regulations. Records related to this Agreement must be retained for ten (10) years following its expiration or termination. Any federal regulations that require a longer retention period shall supersede and control. If any litigation, claim, audit, or other civil or criminal action (collectively, “Actions”) related to performance under this Agreement commences before the retention period has completed, all records relevant to the Actions must be maintained until the Actions are resolved.

- C. Changes or additional audit, retention or reporting requirements may be imposed by federal or state law and/or regulation, and HSO and Network Lead must adhere to such changes or additions.
- D. Nothing in this section is intended to limit or restrict the State Auditor’s rights.
- E. This provision shall survive termination or expiration of this Agreement.
- F. The State Auditor and the State Auditor’s authorized representatives shall have access to the persons used, records created, and equipment and facilities furnished pursuant to this Agreement as authorized pursuant to N.C.G.S. § 147-64.7(2). The financial auditors of the Department shall also have full access to all financial records and other information determined by the Department to be necessary to Department’s substantiation of the Medicaid payment(s) under this Agreement. These audit rights are in addition to any audit rights any federal agency may have regarding the use of federally allocated Medicaid funds.

**8. Contract Term**

- A. Subject to Section 9: Contract Termination & Transition, this Agreement shall begin on the Contract Effective Date and be effective for one (1) year after the Contract Effective Date, and shall automatically renew for successive one (1) year terms on each anniversary of the Contract Effective Date unless either Party provides written Notice to the other Party of its intention not to renew at least one hundred and twenty (120) Days prior to the end of the term then in effect.

**9. Contract Termination & Transition**

- A. Termination Without Cause
  - i. Network Lead may terminate this Agreement by giving sixty (60) Days prior Notice in writing to HSO. HSO shall be entitled to sums due as compensation for deliverables provided and services performed in conformance with the Agreement.
  - ii. HSO may terminate this Agreement by giving sixty (60) Days prior Notice in writing to Network Lead. HSO shall be entitled to sums due as compensation for deliverables provided and services performed in conformance with the Agreement.
  - iii. Consistent with the terms of the Network Lead-Department Contract, the Department may require Network Lead to terminate this Agreement at any time.
- B. Termination for Cause

- i. This Agreement may be terminated by either Party with sixty (60) Days' notice upon default in the performance of any material term of this Agreement by the other Party and failure of the defaulting Party to cure such default within the sixty (60) Day notice period.
  - ii. This Agreement may be terminated on thirty (30) Days prior written Notice and the termination will be effective on the expiration of the thirty (30) Day period:
    - a. By HSO upon suspension, withdrawal, expiration, or non-renewal of any federal, state or local license, certificate, approval or authorization which is materially adverse to the operations of Network Lead or the Department;
    - b. By Network Lead in the event HSO refuses to execute any agreement determined by any state or federal regulatory body or agency to be necessary for the regulatory approval and full implementation of the Pilot; or
    - c. By either Party, upon bankruptcy or insolvency of the other Party.
  - iii. This Agreement shall terminate immediately and without Notice in the event that HSO or its employees, agents or subcontractors, engages in conduct threatening or causing imminent harm to Pilot Participants, or upon a determination that HSO has committed fraud.
  - iv. This Agreement may be terminated by Network Lead immediately upon written Notice to HSO in the event of any of the following:
    - a. HSO fails to maintain licensure or accreditation to meet industry standards, where applicable, for services outlined in Attachment A: Contracted Pilot Services;
    - b. HSO is excluded from any state's Medicaid program, as identified through the processes described in Section 4.I.vi of this Agreement; or
    - c. Upon cancellation or termination of HSO's liability insurance coverage as required by this Agreement without replacement coverage having been obtained.
  - v. This Agreement shall terminate automatically in the event of the termination of Network Lead's contract with the Department to act as a Healthy Opportunities Pilot Network Lead.
- C. Continuation of Care:
- i. Pending the effective date of termination, HSO may not accept any new Pilot service referrals and HSO shall cooperate with Network Lead and PHPs in making arrangements for the transfer of Pilot Participants receiving ongoing Pilot services to new HSOs in Network Lead's network on or before the effective date of termination, to the extent there is an alternative HSO in the Network

Lead's network providing that service and that the PHP authorizes such a transfer.

- ii. HSO may not invoice for Pilot services once termination becomes effective, unless requested to do so by Network Lead if Network Lead and the Pilot Participant's PHP determine the HSO should complete an ongoing service commenced by HSO.

D. Obligation After Termination:

- i. Termination shall not release HSO from its obligations under this Agreement in the following sections or any other obligation that survives termination of this Agreement:
  - a. Section 3.F.iii: Responsibilities of HSO;
  - b. Section 5: Confidential Information, and
  - c. Section 7: Records Access
- ii. To the extent there is an alternative HSO in the Network Lead's network providing that service and that the PHP authorizes such a transfer, HSO has an obligation to ensure a smooth transition of Pilot services for the members, including upon Network Lead direction completing the provision of an approved Pilot service that has begun material construction (e.g., housing modifications) and providing any required information and records related to Pilot services provided to facilitate a timely transfer.
- iii. Termination shall not affect HSO's right to receive payment for Authorized Pilot Services rendered to Pilot Participants in accordance with the terms of this Agreement prior to termination.
- iv. Network Lead has an obligation to transmit any outstanding Pilot service invoices for Authorized Pilot Services prior to termination to relevant PHP(s) on behalf of HSO in the event of termination.

E. No Release

- i. Termination shall not amount to a release of any claim by either Party for money owing or for damages, which shall include, but not be limited to, repayment of paid Pilot service invoices if the basis for termination is related to those invoices, and refund of invoices denied or adjusted.

F. Contract Expiration, Termination and Transition of Obligations

- i. Not less than forty-five (45) Days prior to planned termination of this Agreement, HSO shall:
  - a. Arrange for the secure maintenance of all HSO records related to Pilot participation as needed for audit and inspection by Network Lead, PHPs, the Department, CMS, and other authorized government officials;

- b. Provide for the transfer of all Pilot-related data to Network Lead, PHPs, the Department or its agents as may be requested by Network Lead or the Department; and
- c. Provide for the preparation and delivery of all Pilot-related reports, forms and other documents to Network Lead, PHPs, or the Department as may be required pursuant to this Agreement or any applicable policies and procedures of Department.

## 10. Force Majeure

### A. *Force Majeure*

- i. Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations because of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

## 11. Dispute Resolution & Remedies

### A. *HSO Performance Improvement Plan and Corrective Action Plan*

- i. If the Network Lead identifies that the HSO is not meeting its contractual obligations or identifies an HSO deficiency or opportunity for improvement, Network Lead shall develop a Performance Improvement Plan (PIP) and provide supplementary training and technical assistance to assist HSO in addressing the performance issues.
  - a. The PIP will state the nature of the deficiency and expectations and timelines for improvement.
  - b. In the event of a credible allegation of fraud, waste or abuse on behalf of HSO, processes related to fraud, waste and abuse outlined in this Agreement shall be followed.
- ii. If the PIP and training and technical assistance are ineffective, the Network Lead shall develop a Corrective Action Plan (CAP) with the HSO to address areas requiring improvement.
  - a. Network Lead may require a CAP without first developing a PIP; and/or
  - b. Take any other action permitted under the Agreement or as directed by the Department.



- iii. If the Department requests a CAP for a specific HSO, the Network Lead will establish the CAP within fifteen (15) Days, or within a time frame determined by the Department, depending on the nature of the violation, from the date on the Department's written notice requesting the CAP.
- iv. If HSO performance issues persist, the Network Lead may take any action permitted under this Agreement or as directed by the Department, including terminating this Agreement pursuant to Section 9: Contract Termination & Transition.

## 12. Indemnification and Liability

- A. HSO covenants to indemnify and hold Network Lead and PHPs with which Network Lead contracts harmless from any and all losses, damages or liability, including attorney's fees and costs of enforcement, which may be suffered by Network Lead and/or PHPs arising out of: (i) any material breach of this Agreement by HSO, or (ii) negligence or other unlawful conduct by HSO, or any servant, agent or employee of HSO upon or in relation to the discharge by HSO of its responsibilities under this Agreement.
  - i. Network Lead covenants and shall ensure that PHPs covenant, in case any claim or demand is asserted against it which may result in liability to HSO hereunder, that Network Lead or PHP, as applicable, shall give prompt Notice thereof in writing to HSO and shall cooperate in the investigation of any such claim or the defense of any such action arising therefrom.
  - ii. Notwithstanding the foregoing, HSO's liability shall be limited to the total payments it has received for Pilot Services during the duration of this Agreement.
- B. Network Lead covenants to indemnify, and hold HSO harmless from any and all losses, damages or liability, including reasonable attorney's fees and costs of enforcement, which may be suffered by HSO arising out of (i) any material breach of this Agreement by Network Lead or (ii) negligence or other unlawful conduct by Network Lead upon or in relation to the discharge of Network Lead's responsibilities under this Agreement.
  - i. HSO covenants, in case any claim or demand is asserted against him/her/it which may result in liability to Network Lead, HSO shall give prompt Notice thereof in writing to Network Lead and PHP and shall cooperate in the investigation of any such claim or the defense of any such action arising therefrom.
  - ii. Notwithstanding the foregoing, the Network Lead's liability shall be limited to the total payments it has received under the Pilot program for responsibilities under this Agreement during the duration of this Agreement.

- iii. PHP's total liability consistent with, including liability for indemnification, shall be limited to:
  - a. For the Network Lead, the total amounts paid to Network Lead for the Pilot program related to its obligations under this Agreement; and
  - b. For HSO, the total payment amounts made by PHP for Pilot Contracted Services rendered by that HSO during this Agreement
- C. HSO and Network Lead understand and agree that the Department does not assume liability for the actions of, or judgments rendered against Network Lead, its employees, agents or subcontractors. Further, HSO and Network Lead understand and agree that there is no right of subrogation, contribution or indemnification against the Department for any duty owed to HSO by Network Lead or any judgement rendered against the Network Lead.

### 13. Notices

- A. All Notices permitted or required to be given by one Party to the other must be addressed and delivered to the Party's Contract Administrator, identified below. Notices sent between Parties to someone other than the Contract Administrator(s) identified in this Agreement are not effective.
- B. Unless otherwise specified in this Agreement, any Notices shall be in writing and delivered by email. In addition, Notices may be delivered by first class mail, commercial carried (e.g., FedEx, UPS, HDL) or personally delivered, provided the Notice is also emailed to the Contract Administrator(s).
- C. Notwithstanding anything in this Agreement to the contrary, Parties may amend this section of this Agreement to update Notice contact information below.
  - i. If Notice is to Network Lead, it shall be sent to the following Contract Administrator: \_\_\_\_\_
  - ii. If Notice is to HSO, it shall be sent to the following Contract Administrator: \_\_\_\_\_
- D. It is HSO's responsibility to read all terms and conditions, specifications, requirements, attachments and appendices, and any other components made a part of this Agreement and comply with all requirements. The HSO is responsible for complying with all amendments and other changes that may be issued relating to this Agreement.
- E. The Network Lead shall provide regular Notice to HSO describing any relevant changes to the PHP-Network Lead, Network Lead-Department, or PHP-Department Contracts or to Department Protocols.
  - i. In the event that relevant sections of the PHP-Department or the Network Lead-Department Contracts are amended, as identified in Section 17: Integration, the

Network Lead shall provide Notice of such relevant amendments and this Agreement shall be deemed amended to conform in all respects thereto thirty (30) Days following such Notice by the Network Lead, without further act by either Party.

#### 14. Amendments

- A. Any amendment to this Agreement is subject to prior approval of the Department, with the sole exception of amendments by Network Lead to Attachment A: Contracted Pilot Services and by either Party to the Contract Administrator contact information in Section 13: Notices.
  - i. Network Lead may amend Attachment A: Contracted Pilot Services only to change the set of services for which an HSO is contracted to deliver. Network Lead shall provide Notice of such amendments to the Department in the course of network reporting, consistent with the Network Lead-Department Contract and any Department Protocols. Network Lead may not amend the Pilot Service Descriptions included in Attachment A without direction to do so by the Department.
  - ii. All other amendments shall be submitted to the Department by Network Lead no less than thirty (30) Days in advance of the intended effective date, or no less than ninety (90) Days if the amendment materially changes elements of the Agreement. If such amendments are implemented prior to Department approval, the Parties agree to incorporate into this Agreement any and all modifications required by the Department for approval or, alternatively, to terminate this Agreement if so directed by the Department, effective sixty (60) Days subsequent to Notice.
- B. Network Lead shall make any amendments required or approved by the Department by providing Notice of such amendment to HSO, including to attachments.
- C. Amendments required by the Department shall take effect upon signature by both Parties.

#### 15. Assignment

- A. No assignment of HSO's obligations nor HSO's right to receive payment for Pilot services herein shall be permitted, except as permitted under Section 3.B.iii of this Agreement related to Network Lead-approved subcontracting.
- B. Upon advance written request, Network Lead may, at its discretion, approve an assignment to the surviving entity of a merger, acquisition, or corporate reorganization, if made as part of the transfer of all or substantially all of HSO's assets.

- C. Any purported assignment made in violation of this Section shall be void and a material breach of this Agreement.

## 16. Waiver

- A. No waiver by either Party of a breach or violation of any provision of this Agreement shall be effective unless in writing or shall operate as or be construed to be a waiver of any subsequent breach.

## 17. Integration

- A. This Agreement consists of the following documents incorporated herein by reference:
  - i. Any amendments executed by the Parties, in reverse chronological order;
  - ii. Any documents referenced explicitly for incorporation in this agreement, including, but not limited to the identified sections of the PHP-Network Lead Contract and Network Lead-Department Contract, and all documents incorporated by reference as defined in Section 3.A.iv-x of this Agreement.
    - a. The component of the Network Lead-Department Contract that is incorporated into this Agreement is limited to Section V. Scope of Services, as amended, and any Attachments referenced therein.
    - b. Amendments to the Network Lead-Department Contract shall be considered integrated and binding upon the HSO thirty (30) Days following the Network Lead informing the Party of such amendments.
  - iii. Addenda to the Agreement, in reverse chronological order, if any; and
  - iv. This Agreement in its entirety.
- B. In the event of any conflict or claimed conflict between the provisions of this Agreement and other Pilot agreements, controlling agreements shall be ordered as follows, except to the extent applicable law requires otherwise and/or to the extent that a provision of a lower-prioritized Agreement exceeds the minimum requirements of the other contracts:
  - i. PHP-Department Contract
  - ii. Network Lead-Department Contract
  - iii. PHP-Network Lead Contract
  - iv. This Agreement (Network Lead-HSO Contract)
- C. These documents constitute the sole and entire contract between the Parties and supersede all prior oral or written statements or contracts.

## 18. Severability

- A. If a court of competent authority holds that a provision or requirement of the Agreement violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of the Agreement shall remain in full force and effect.

#### 19. Independent Contractors

- A. In the performance of its obligations under this Agreement, HSO and its employees, officers and executives, and subcontractors, if any, shall be Independent Contractors and not employees or agents of Network Lead or the Department.
- B. In the performance of its obligations under this Agreement, Network Lead and its employees, officers and executives, and subcontractors, if any, shall be independent contractors and not employees or agents of the PHP or the Department.
- C. This Agreement shall not operate as a joint venture, partnership, trust, agency or any other similar business relationship.

#### 20. Counterparts

- A. This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Any signature page transmitted by electronic mail in portable document format will have the same legal effect as an original executed signature page.

#### 21. Insurance

- A. During the term of the Agreement, HSO, at its sole cost and expense, shall provide commercial insurance coverage of such type and with such terms and limits as may be reasonably associated with the Agreement. At a minimum, HSO shall provide and maintain the following coverage and limits:
  - a. **Worker's Compensation** - HSO shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of HSO's employees who are engaged in any work under this Agreement. If any work is sublet, HSO shall require the subcontractor to provide the same coverage for any of their employees engaged in any work under the Agreement.

- b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$2,000,000.00 Combined Single Limit.
- c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired, and non-owned vehicles, used relating to this Agreement. The minimum combined single limit shall be \$500,000.00 for bodily injury and property damage; \$500,000.00 for uninsured/under insured motorist; and \$5,000.00 for medical payment.
- d. **Requirements** - Providing and maintaining adequate insurance coverage is a material obligation of HSO and is of the essence of this Agreement. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. HSO shall always comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Agreement. The limits of coverage under each insurance policy maintained by HSO shall not be interpreted as limiting HSO's liability and obligations under the Agreement.

## 22. Survival

- A. The expiration, termination, or cancellation of this Agreement will not extinguish the rights of either Party that accrue prior to expiration, termination, or cancellation or any obligations that extend beyond termination, expiration or cancellation, either by their inherent nature or by their express terms.

## 23. Authority to Sign

- A. Each of the persons signing below on behalf of any Party hereby represents and warrants they are signing with full and complete authority to bind the Party on whose behalf they are signing, to each and every term of this Agreement.

## 24. Governing Law

- A. This Agreement shall be construed in accordance with the laws of the state of North Carolina, without reference to its conflict of law provisions, and the obligations, rights

and remedies of the parties hereunder shall be determined in accordance with such laws.

## **25. Titles and Headings**

- A. Titles and headings in this Agreement are for convenience only and shall have no binding force on effect.

## **26. Attachments**

The following attachments are included in this Section:

- A: Contracted Pilot Services
- B: Network Lead Conflict of Interest Policy
- C: Network Lead Non-Discrimination Policies and Procedures
- D: HSO Capacity Building Permitted Uses
- E: HSO Capacity Building Budget
- F: Pilot Service Fee Schedule

**Attachment A: Contracted Pilot Services**

- A. Network Lead shall indicate which Pilot services an HSO is contracted to deliver by placing an X in the table below next to the appropriate Service Name(s).
- B. Network Lead shall separately track completion date of readiness review for any Contracted Pilot Service and report to the Department at its request.
- C. HSO shall only invoice for those Pilot services marked as contracted in this table and for which the Network Lead has determined HSO’s readiness consistent with the status of this table at the time of Pilot service delivery.
- D. HSO shall deliver Contracted Pilot Services in a manner consistent with the Pilot service descriptions included in this Attachment and all other provisions of this Agreement.
- E. Contracted Pilot Services:

Service Name	Contracted Pilot Service for HSO
Housing Navigation, Support and Sustaining Services	
Inspection for Housing Safety and Quality	
Housing Move-In Support	
Essential Utility Set-Up	
Home Remediation Services	
Home Accessibility and Safety Modifications	
Healthy Home Goods	
One-Time Payment for Security Deposit and First Month’s Rent	
Short-Term Post Hospitalization Housing	
IPV Case Management Services	
Violence Intervention Services	
Evidence-Based Parenting Curriculum	
Home Visiting Services	
Dyadic Therapy	
Food and Nutrition Access Case Management Services	



Service Name	Contracted Pilot Service for HSO
Evidence-Based Group Nutrition Class	
Diabetes Prevention Program	
Fruit and Vegetable Prescription	
Healthy Food Box (For Pick-Up)	
Healthy Food Box (Delivered)	
Healthy Meal (For Pick-Up)	
Healthy Meal (Home Delivered)	
Medically Tailored Home Delivered Meal	
Reimbursement for Health-Related Public Transportation	
Reimbursement for Health-Related Private Transportation	
Transportation PMPM Add-On for Case Management Services	
Holistic High Intensity Enhanced Case Management	
Medical Respite	
Linkages to Health-Related Legal Supports	

Pilot Service Descriptions

**Housing Services**

**Housing Navigation, Support and Sustaining Services**

Category	Information
Service Name	Housing Navigation, Support and Sustaining Services
Service Description	<p>Provision of one-to-one case management and/or educational services to prepare an Enrollee for stable, long-term housing (e.g., identifying housing preferences and developing a housing support plan), and to support an Enrollee in maintaining stable, long-term housing (e.g., development of independent living skills, ongoing monitoring and updating of housing support plan). Activities may include:</p> <p><b><i>Housing Navigation and Support</i></b></p> <ul style="list-style-type: none"> <li>• Assisting the Enrollee to identify housing preferences and needs.</li> <li>• Connecting the Enrollee to social services to help with finding housing necessary to support meeting medical care needs.</li> <li>• Assisting the Enrollee to select adequate housing and complete a housing application, including by:             <ul style="list-style-type: none"> <li>○ Obtaining necessary personal documentation required for housing applications or programs;</li> <li>○ Supporting with background checks and other required paperwork associated with a housing application</li> </ul> </li> <li>• Assisting the Enrollee to develop a housing support and crisis plan to support living independently in their own home.</li> <li>• Assisting the Enrollee to develop a housing stability plan and support the follow through and achievement of the goals defined in the plan.</li> <li>• Assisting to complete reasonable accommodation requests.</li> <li>• Identifying vendor(s) for and coordinating housing inspection, housing move-in, remediation and accessibility services.</li> <li>• Assisting with budgeting and providing financial counseling for housing/living expenses (including coordination of payment for first month’s rent and short-term post hospitalization rental payments).</li> <li>• Providing financial literacy education and on budget basics and locating community based consumer credit counseling bureaus</li> <li>• Coordinating other Pilot housing-related services, including:             <ul style="list-style-type: none"> <li>○ Coordinating transportation for Enrollees to housing-related services necessary to obtain housing (e.g. apartment/home visits).</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ Coordinating the Enrollee’s move into stable housing including by assisting with the following: <ul style="list-style-type: none"> <li>▪ Logistics of the move (e.g., arranging for moving company or truck rental);</li> <li>▪ Utility set-up and reinstatement;</li> <li>▪ Obtaining furniture/commodities to support stable housing</li> </ul> </li> <li>○ Referral to legal support to address needs related to finding and maintaining stable housing.</li> </ul> <p><b>Tenancy Sustaining Services</b></p> <ul style="list-style-type: none"> <li>● Assisting the Enrollee in revising housing support/crisis plan.</li> <li>● Assisting the Enrollee to develop a housing stability plan and support the follow through and achievement of the goals defined in the plan, including assistance applying to related programs to ensure safe and stable housing (e.g., Social Security Income and weatherization programs), or assuring assistance is received from the Enrollee’s Medicaid Care Manager.</li> <li>● Assisting the Enrollee with completing additional or new reasonable accommodation requests.</li> <li>● Supporting the Enrollee in the development of independent living skills.</li> <li>● Connecting the Enrollee to education/training on tenants’ and landlords’ role, rights and responsibilities.</li> <li>● Assisting the Enrollee in reducing risk of eviction with conflict resolution skills.</li> <li>● Coordinating other Pilot housing-related services, including: <ul style="list-style-type: none"> <li>○ Assisting the Enrollee to complete annual or interim housing re-certifications.</li> <li>○ Coordinating transportation for Enrollees to housing-related services necessary to sustain housing.</li> <li>○ Referral to legal support to address needs related to finding and maintaining stable housing.</li> </ul> </li> </ul> <p>Activities listed above may occur without the Pilot Enrollee present. For homeless Enrollees, all services must align with a Housing First approach to increase access to housing, maximize housing stability and prevent returns to homelessness.</p> <p>The HSO has the option to partner with other organizations to ensure it is able to provide all activities described as part of this service. If desired by the HSO, the Network Lead can facilitate partnerships of this kind.</p>
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**Inspection for Housing Safety and Quality**

Category	Information
Service Name	Inspection for Housing Safety and Quality
Service Description	<p>A housing safety and quality inspection by a certified professional includes assessment of potential home-based health and safety risks to ensure living environment is not adversely affecting occupants' health and safety. Inspections may assess the habitability and/or environmental safety of an Enrollee's current or future dwelling. Inspections may include:</p> <ul style="list-style-type: none"> <li>• Inspection of building interior and living spaces for the following:               <ul style="list-style-type: none"> <li>○ Adequate space for individual/family moving in;</li> <li>○ Suitable indoor air quality and ventilation;</li> <li>○ Adequate and safe water supply;</li> <li>○ Sanitary facilities, including kitchen, bathroom and living spaces</li> <li>○ Adequate electricity and thermal environment (e.g. window condition) and absence of electrical hazards;</li> <li>○ Potential lead exposure;</li> <li>○ Conditions that may affect health (e.g. presence of chemical irritants, dust, mold, pests);</li> <li>○ Conditions that may affect safety.</li> </ul> </li> <li>• Inspection of building exterior and neighborhood for the following:               <ul style="list-style-type: none"> <li>○ Suitable neighborhood safety and building security;</li> <li>○ Condition of building foundation and exterior, including building accessibility; and,</li> <li>○ Condition of equipment for heating, cooling/ventilation and plumbing.</li> </ul> </li> </ul> <p>Inspector must communicate inspection findings to the care or case manager working with the Enrollee to ensure referrals to appropriate organizations for additional home remediation and/or modifications, if necessary.</p> <p>This service can cover Housing Quality Standards (HQS) inspections upon move-in to a new residence, or other inspections to identify sub-standard housing that impacts an Enrollee's health and safety.</p> <p>This service covers failed inspections and re-inspections.</p> <p>Each housing inspection does not need to include all activities listed in this service description. Service providers should only execute the necessary components of a housing safety and quality inspection as required based on an</p>

	Enrollee's circumstances. Costs for services provided must be commensurate with a vendor's scope of activities.
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**Housing Move-In Support**

Category	Information
Service Name	Housing Move-In Support
Service Description	<p>Housing move-in support services are non-recurring set-up expenses. Allowable expenses include but are not limited to the following:</p> <ul style="list-style-type: none"> <li>• Moving expenses required to occupy and utilize the housing (e.g., moving service to transport an individual’s belongings from current location to new housing/apartment unit, delivery of furniture, etc.)</li> <li>• Discrete goods to support an Enrollee’s transition to stable housing as part of this service. These may include, for example:               <ul style="list-style-type: none"> <li>○ Essential furnishings (e.g., mattresses and beds, dressers, dining table and chairs);</li> <li>○ Bedding (e.g., sheets, pillowcases and pillows);</li> <li>○ Basic kitchen utensils and dishes;</li> <li>○ Bathroom supplies (e.g., shower curtains and towels);</li> <li>○ Cribs;</li> <li>○ Cleaning supplies.</li> </ul> </li> </ul> <p>This service shall not cover used mattresses, cloth, upholstered furniture, or other used goods that may pose a health risk to Enrollees.</p>

**Essential Utility Set-Up**

Category	Information
Service Name	Essential Utility Set-Up
Service Description	<p>The Essential Utility Set Up service is a non-recurring payment to:</p> <ul style="list-style-type: none"> <li>• Provide non-refundable, utility set-up costs for utilities essential for habitable housing.</li> <li>• Resolve arrears related to unpaid utility bills and cover non-refundable utility set-up costs to restart the service if it has been discontinued in a Pilot Enrollee’s home, putting the individual at risk of homelessness or otherwise adversely impacting their health (e.g., in cases when medication must be stored in a refrigerator).</li> </ul> <p>This service may be used in association with essential home utilities that have been discontinued (e.g., initial payments to activate heating, electricity, water, and gas).</p>

**Home Remediation Services**

Category	Information
Service Name	Home Remediation Services
Service Description	Evidence-based home remediation services are coordinated and furnished to eliminate known home-based health and safety risks to ensure living environment is not adversely affecting occupants' health and safety. Home remediation services may include for example pest eradication, carpet or mold removal, installation of washable curtains or synthetic blinds to prevent allergens, or lead abatement.



**Home Accessibility and Safety Modifications**

<b>Category</b>	<b>Information</b>
Service Name	Home Accessibility and Safety Modifications
Service Description	Evidence-based home accessibility and safety modifications are coordinated and furnished to eliminate known home-based health and safety risks to ensure living environment is not adversely affecting occupants' health and safety. Home accessibility modifications are adjustments to homes that need to be made in order to allow for Enrollee mobility, enable independent and safe living and accommodate medical equipment and supplies. Home modifications should improve the accessibility and safety of housing (e.g., installation of entrance ramps, hand-held shower controls, non-slip surfaces, grab bars in bathtubs, installation of locks and/or other security measures, and reparation of cracks in floor).

**Healthy Home Goods**

<b>Category</b>	<b>Information</b>
Service Name	Healthy Home Goods
Service Description	Healthy-related home goods are furnished to eliminate known home-based health and safety risks to ensure living environment is not adversely affecting occupants' health and safety. Home-related goods that may be covered include, for example, discrete items related to reducing environmental triggers in the home (e.g., a "Breathe Easy at Home Kit" with EPA-vacuum, air filter, green cleaning supplies, hypoallergenic mattress or pillow covers and non-toxic pest control supplies). Healthy Home Goods do not alter the physical structure of an Enrollee's housing unit.

**One-Time Payment for Security Deposit and First Month's Rent**

Category	Information
Service Name	One-Time Payment for Security Deposit and First Month's Rent
Service Description	<p>Provision of a one-time payment for an Enrollee's security deposit and first month's rent to secure affordable and safe housing that meet's the Enrollee's needs. All units that Enrollees move into through this Pilot service must:</p> <ul style="list-style-type: none"> <li>• Pass a Housing Quality Standards (HQS) inspection</li> <li>• Meet fair market rent and reasonableness check</li> <li>• Meet a debarment check</li> </ul> <p>For homeless Enrollees, all services provided must align with a Housing First approach to increase access to housing, maximize housing stability and prevent returns to homelessness.</p>

**Short-Term Post Hospitalization Housing**

Category	Information
Service Name	Short-Term Post Hospitalization Housing
Service Description	<p>Post-hospitalization housing for short-term period, not to exceed six [6] months, due to individual’s imminent homelessness at discharge from inpatient hospitalization. Housing should provide Enrollees with a safe space to recuperate and perform activities of daily living while receiving ongoing medical care as needed and will be limited to housing in a private or shared housing unit. Short-Term Post Hospitalization Housing setting should promote independent living and transition to a permanent housing solution. Services may not be provided in a congregate setting, as defined by the Department.</p> <p>Allowable units for short-term post-hospitalization housing must provide the following for Enrollees:</p> <ul style="list-style-type: none"> <li>• Access to a clean, healthy environment that allows Enrollees to perform activities of daily living;</li> <li>• Access to a private or semi-private, independent room with a personal bed for the entire day;</li> <li>• Ability to receive onsite or easily accessible medical and case management services, as needed.</li> </ul> <p>Coordination of this service should begin prior to hospital discharge by a medical professional or care team member. The referral to Short-Term Post Hospitalization Housing should come from a member of the individual’s care team.</p> <p>For homeless Enrollees, all services provided must align with a Housing First approach to increase access to housing, maximize housing stability and prevent returns to homelessness.</p>

**Interpersonal Violence / Toxic Stress Services**

**IPV Case Management Services**

Category	Information
Service Name	IPV Case Management Services
Service Description	<p>This service covers a set of activities that aim to support an individual in addressing sequelae of an abusive relationship. These activities may include:</p> <ul style="list-style-type: none"> <li>• Ongoing safety planning/management</li> <li>• Assistance with transition-related needs, including activities such as obtaining a new phone number, updating mailing addresses, school arrangements to minimize disruption of school schedule</li> <li>• Linkages to child care and after-school programs and community engagement activities</li> <li>• Linkages to community-based social service and mental health agencies with IPV experience, including trauma-informed mental health services for family members affected by domestic violence, including witnessing domestic violence</li> <li>• Referral to legal support to address needs such as obtaining orders of protection, negotiating child custody agreements, or removing legal barriers to obtaining new housing (excluding legal representation)</li> <li>• Referral to and provision of domestic violence shelter or emergency shelter, if safe and appropriate permanent housing is not immediately available, or, in lieu of shelter, activities to ensure safety in own home</li> <li>• Coordination with a housing service provider if additional expertise is required</li> <li>• Coordination of transportation for the Enrollee that is necessary to meet the goals of the IPV Case Management service</li> <li>• Informal or peer counseling and advocacy related to Enrollees’ needs and concerns. These may include accompanying the recipient to appointments, providing support during periods of anxiety or emotional distress, or encouraging constructive parenting activities and self-care.</li> </ul> <p>Activities listed above may occur without the Pilot Enrollee present. The HSO has the option to partner with other organizations to ensure it is able to provide all activities described as part of this service. If desired by the HSO, the Network Lead can facilitate partnerships of this kind.</p>

**Violence Intervention Services**

Category	Information
Service Name	Violence Intervention Services
Service Description	<p>This service covers the delivery of services to support individuals who are at risk for being involved in community violence (i.e., violence that does not occur in a family context). Individuals may be identified based on being the victim of a previous act of crime, membership in a group of peers who are at risk, or based on other criteria. Once identified, Peer Support Specialists and case managers provide:</p> <ul style="list-style-type: none"> <li>• Individualized psychosocial education related to de-escalation skills and alternative approaches to conflict resolution</li> <li>• Linkages to housing, food, education, employment opportunities, and after-school programs and community engagement activities.</li> </ul> <p>Peer Support Specialists are expected to conduct regular outreach to their mentees, to maintain situational awareness of their mentees’ milieu, and to travel to conflict scenes where their mentees may be involved in order to provide in-person de-escalation support. Activities listed above may occur without the Pilot Enrollee present.</p> <p>The service should be informed by an evidence-based program such as (but not limited to) Cure Violence.</p>

**Evidence-Based Parenting Curriculum**

*Note: North Carolina has priced one approved curriculum, and will finalize a full list of allowable curricula and associated prices after selection of Pilot regions.*

Category	Information
Service Name	Evidence-Based Parenting Classes
Service Description	<p>Evidence-based parenting curricula are meant to provide:</p> <ul style="list-style-type: none"> <li>• Group and one-on-one instruction from a trained facilitator</li> <li>• Written and audiovisual materials to support learning</li> <li>• Additional services to promote attendance and focus during classes</li> </ul> <p>Evidence-based parenting classes are offered to families that may be at risk of disruption due to parental stress or difficulty coping with parenting challenges, or child behavioral or health issues. These services are also appropriate for newly reunited families following foster care/out of home placement or parental incarceration. This service description outlines one approved curriculum: Incredible Years (Parent) – Preschool/School.</p> <p>This service should be delivered in a trauma-informed, developmentally appropriate, and culturally relevant manner.</p>

**Home Visiting Services**

*Note: North Carolina has priced one approved curriculum, and will finalize a full list of allowable curricula and associated prices after selection of Pilot regions.*

Category	Information
Service Name	Home Visiting Services
Service Description	<p>Home Visiting services are meant to provide:</p> <ul style="list-style-type: none"> <li>• One-one observation, instruction and support from a trained case manager who may be a licensed clinician</li> <li>• Written and/or audiovisual materials to support learning</li> </ul> <p>Evidence-based home visiting services are offered to families that may be at risk of disruption due to parental stress or difficulty coping with parenting challenges, or child behavioral or health issues. These services are also appropriate for newly reunited families following foster care/out of home placement or parental incarceration. This service description outlines one approved curriculum: Parents As Teachers.</p> <p>This service should be delivered in a trauma-informed, developmentally appropriate, and culturally relevant manner.</p>



**Dyadic Therapy Services**

Category	Information
Service Name	Dyadic Therapy Services
Service Description	<p>This service covers the delivery of dyadic therapy to benefit a child/adolescent at risk for or with an attachment disorder, a behavioral or conduct disorder, a mood disorder, an obsessive-compulsive disorder, post-traumatic stress disorder, or as a diagnostic tool to assess for the presence of these disorders. This service only covers therapy provided to the parent or caregiver of a Pilot enrolled child to address the parent's or caregiver's behavioral health challenges that are negatively contributing to the child's well-being. This is not a group-based therapy. Sessions are limited to the parent(s) or caregiver(s) of the child/adolescent. Treatments are based on evidence-based therapeutic principles (for example, trauma-focused cognitive-behavioral therapy). When appropriate, the Pilot enrolled child should but is not required to receive Medicaid-covered behavioral health or dyadic therapy services as a complement to this Pilot service.</p> <p>This service aims to support families in addressing the sequelae of adverse childhood experiences and toxic stress that may contribute to adverse health outcomes.</p>

**Food Services**

**Food and Nutrition Access Case Management Services**

Category	Information
Service Name	Food and Nutrition Access Case Management Services
Service Description	<p>Provision of one-on-one case management and/or educational services to assist an Enrollee in addressing food insecurity. Activities may include:</p> <ul style="list-style-type: none"> <li>• Assisting an individual in accessing school meals or summer lunch programs, including but not limited to:               <ul style="list-style-type: none"> <li>○ Helping to identify programs for which the individual is eligible</li> <li>○ Helping to fill out and track applications</li> <li>○ Working with child’s school guidance counselor or other staff to arrange services</li> </ul> </li> <li>• Assisting an individual in accessing other community-based food and nutrition resources, such as food pantries, farmers market voucher programs, cooking classes, Child and Adult Care Food programs, or other, including but not limited to:               <ul style="list-style-type: none"> <li>○ Helping to identify resources that are accessible and appropriate for the individual</li> <li>○ Accompanying individual to community sites to ensure resources are accessed</li> </ul> </li> <li>• Advising Enrollee on transportation-related barriers to accessing community food resources</li> </ul> <p>It is the Department’s expectation that Medicaid Care Managers will assist all eligible individuals to enroll in SNAP and WIC and secure their enrollment through existing SNAP and WIC assistance resources. Food and Nutrition Access Case Managers will address more complex and specialized needs. However, if under exceptional circumstances a Food and Nutrition Access Case Manager identifies an individual for whom all other forms of assistance have been ineffective, they are permitted to assist the individual with completing enrollment, including activities such as addressing documentation challenges or contacting staff at a local SNAP or WIC agency to resolve issues, or otherwise.</p>

**Evidence-Based Group Nutrition Class**

Category	Information
Service Name	Evidence-Based Group Nutrition Class
Service Description	<p>This service covers the provision of an evidence-based or evidence-informed nutrition related course to a group of individuals. The purpose of the course is to provide hands-on, interactive lessons to Enrollees, on topics including but not limited to:</p> <ul style="list-style-type: none"> <li>• Increasing fruit and vegetable consumption</li> <li>• Preparing healthy, balanced meals</li> <li>• Growing food in a garden</li> <li>• Stretching food dollars and maximizing food resources</li> </ul> <p>Facilitators may choose from evidence-based curricula, such as:</p> <ul style="list-style-type: none"> <li>• Cooking Matters (for Kids, Teens, Adults)<sup>1</sup></li> <li>• A Taste of African Heritage (for Kids, Adults)<sup>2</sup></li> </ul> <p>For curricula not outlined above, an organization must follow an evidence-based curricula that is approved by the Department, in consultation with the Network Lead and PHPs.</p>

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<sup>1</sup> More information on Cooking Matters available at: <http://cookingmatters.org/node/2215>

<sup>2</sup> More information on A Taste Of African Heritage available at: <https://oldwayspt.org/programs/african-heritage-health/atoah-community-cooking-classes>

**Diabetes Prevention Program**

Category	Information
Service Name	Diabetes Prevention Program
Service Description	<p>Provision of the CDC-recognized “Diabetes Prevention Program” (DPP), which is a healthy living course delivered to a group of individuals by a trained lifestyle coach designed to prevent or delay type 2 diabetes. The program focuses on healthy eating and physical activity for those with prediabetes.</p> <p>The program must comply with CDC Diabetes Prevention Program Standards and Operating Procedures.<sup>3</sup></p>

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<sup>3</sup> CDC Diabetes Prevention Program Standards and Operating Procedures, available at:  
<https://www.cdc.gov/diabetes/prevention/pdf/dprp-standards.pdf>

**Fruit and Vegetable Prescription**

Category	Information
Service Name	Fruit and Vegetable Prescription
Service Description	<p data-bbox="505 464 1398 636">Food voucher to be used by an Enrollee with a diet or nutrition-related chronic illness to purchase fruits and vegetables from a participating food retailer. Participating food retailers must sell an adequate supply of WIC-eligible fruits and vegetables (i.e., fresh, frozen, canned without any added fats, salt, or sugar). Food retailers may include but are not limited to:</p> <ul data-bbox="505 642 1149 814" style="list-style-type: none"> <li data-bbox="505 642 727 674">• Grocery stores</li> <li data-bbox="505 678 753 709">• Farmers markets</li> <li data-bbox="505 714 740 745">• Mobile markets</li> <li data-bbox="505 749 1149 781">• Community-supported agriculture (CSA) programs</li> <li data-bbox="505 785 716 816">• Corner stores</li> </ul> <p data-bbox="505 821 1390 888">A voucher transaction may be facilitated manually or electronically, depending on the most appropriate method for a given food retail setting.</p> <p data-bbox="505 892 1409 917">The cost associated with coordinating the provision of services are included.</p>

**Healthy Food Box (For Pick-Up)**

Category	Information
Service Name	Healthy Food Box (For Pick-Up)
Service Description	<p>A healthy food box for pick-up consists of an assortment of nutritious foods provided to an Enrollee in a community setting, aimed at promoting improved nutrition for the service recipient. It is designed to supplement the daily food needs for food-insecure individuals with diet or nutrition-related chronic illness. This service does not constitute a full nutritional regimen (three meals per day per person).</p> <p>Healthy food boxes should be furnished using a client choice model when possible and should be provided alongside nutrition education materials related to topics including but not limited to healthy eating and cooking instructions.</p>

**Healthy Food Box (Delivered)**

Category	Information
Service Name	Healthy Food Box (Home Delivered)
Service Description	<p>A healthy food box for delivery consists of an assortment of nutritious foods that is delivered to an Enrollee’s home, aimed at promoting improved nutrition for the service recipient. It is designed to supplement the daily food needs for food-insecure individuals with diet or nutrition-related chronic illness. This service does not constitute a full nutritional regimen (three meals per day per person).</p> <p>Healthy food boxes should be provided alongside nutrition education materials related to topics including but not limited to healthy eating and cooking instructions.</p>

**Healthy Meal (For Pick-Up)**

Category	Information
Service Name	Healthy Meal (For Pick-Up)
Service Description	<p>A healthy meal for pick-up consists of a frozen or shelf stable meal that is provided to an Enrollee in a community setting, aimed at promoting improved nutrition for the service recipient. This service includes preparation and dissemination of the meal.</p> <p>Meals must provide at least one-third of the recommended Dietary Reference Intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences,<sup>4</sup> and adhere to the current Dietary Guidelines for Americans, issued by the Secretaries of the U.S. Department of Health and Human Services and the U.S. Department of Agriculture.<sup>5</sup> Meals may be tailored to meet cultural preferences and specific medical needs. This service does not constitute a full nutritional regimen (three meals per day per person).</p>

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<sup>4</sup> Dietary Reference Intakes available at: <https://www.nal.usda.gov/fnic/dietary-reference-intakes>.

<sup>5</sup> Most recent version of the Dietary Guidelines for Americans is available at: <https://health.gov/dietaryguidelines/2015/guidelines/>.



**Healthy Meal (Home Delivered)**

Category	Information
Service Name	Healthy Meal (Home Delivered)
Service Description	<p>A healthy, home-delivered meal consists of a hot, cold, or frozen meal that is delivered to an Enrollee’s home, aimed at promoting improved nutrition for the service recipient. This service includes preparation and delivery of the meal.</p> <p>Meals must provide at least one-third of the recommended Dietary Reference Intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences,<sup>6</sup> and adhere to the current Dietary Guidelines for Americans, issued by the Secretaries of the U.S. Department of Health and Human Services and the U.S. Department of Agriculture.<sup>7</sup> Meals may be tailored to meet cultural preferences and specific medical needs. This service does not constitute a full nutritional regimen (three meals per day per person).</p>

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<sup>6</sup> Dietary Reference Intakes available at: <https://www.nal.usda.gov/fnic/dietary-reference-intakes>.

<sup>7</sup> Most recent version of the Dietary Guidelines for Americans is available at: <https://health.gov/dietaryguidelines/2015/guidelines/>.

**Medically Tailored Home Delivered Meal**

Category	Information
Service Name	Medically Tailored Home Delivered Meal
Service Description	<p>Home delivered meal which is medically tailored for a specific disease or condition. This service includes an initial evaluation with a Registered Dietitian Nutritionist (RD/RDN) or Licensed Dietitian Nutritionist (LDN) to assess and develop a medically-appropriate nutrition care plan, the preparation and delivery of the prescribed nutrition care regimen, and regular reassessment at least once every 3 months.</p> <p>Meals must be in accordance with nutritional guidelines established by the National Food Is Medicine Coalition (FIMC) <a href="#">or other appropriate guidelines</a>.<sup>8</sup> Meals may be tailored to meet cultural preferences. For health conditions not outlined in the Food Is Medicine Coalition standards above, an organization must follow a widely recognized nutrition guideline approved by the Network Lead. This service does not constitute a full nutritional regimen (three meals per day per person).</p>

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<sup>8</sup> FIMC standards available at:  
<https://static1.squarespace.com/static/580a7cb9e3df2806e84bb687/t/5ca66566e5e5f01ac91a9ab4/1554408806530/FIMC+Nutriton+Standards-Final.pdf>.

**Transportation Services**

**Reimbursement for Health-Related Public Transportation**

Category	Information
Service Name	Reimbursement for Health-Related Public Transportation
Service Description	<p>Provision of health-related transportation for qualifying Pilot Enrollees through vouchers for public transportation.</p> <p>This service may be furnished to transport Pilot Enrollees to non-medical services that promote community engagement, health and well-being. The service may include transportation to locations indicated in an Enrollee’s care plan that may include, for example:</p> <ul style="list-style-type: none"> <li>• Grocery stores/farmer’s markets;</li> <li>• Job interview(s) and/or place of work;</li> <li>• Places for recreation related to health and wellness (e.g., public parks and/or gyms);</li> <li>• Group parenting classes/childcare locations;</li> <li>• Health and wellness-related educational events;</li> <li>• Places of worship, services and other meetings for community support;</li> <li>• Locations where other approved Pilot services are delivered.</li> </ul> <p>Pilot transportation services will not replace non-emergency medical transportation as required in Medicaid.</p>

**Reimbursement for Health-Related Private Transportation**

Category	Information
Service Name	Reimbursement for Health-Related Private Transportation
Service Description	<p>Provision of private health-related transportation for qualifying Pilot Enrollees through one or more of the following services:</p> <ul style="list-style-type: none"> <li>• Community transportation options (e.g., local organization that organizes and provides transportation on a volunteer or paid basis)</li> <li>• Direct transportation by a professional, private or semi-private transportation vendor (e.g., shuttle bus company or privately operated wheelchair-accessible transport)<sup>9</sup></li> <li>• Account credits for taxis or ridesharing mobile applications for transportation</li> </ul> <p>Private transportation services may be utilized in areas where public transportation is not an available and/or not an efficient option (e.g., in rural areas).</p> <p>The following services may be deemed allowable, cost-effective alternatives to private transportation by a Pilot Enrollee’s Prepaid Health Plan (PHP):<sup>10</sup></p> <ul style="list-style-type: none"> <li>• Repairs to an Enrollee’s vehicle</li> <li>• Reimbursement for gas mileage, in accordance with North Carolina’s Non-Emergency Medical Transportation clinical policy<sup>11</sup></li> </ul> <p>This service may be furnished to transport Pilot Enrollees to non-medical services that promote community engagement, health and well-being. The service may include transportation to locations indicated in an Enrollee’s care plan that may include, for example:</p> <ul style="list-style-type: none"> <li>• Grocery stores/farmer’s markets;</li> <li>• Job interview(s) and/or place of work;</li> <li>• Places for recreation related to health and wellness (e.g. public parks and/or gyms);</li> <li>• Group parenting classes/childcare locations;</li> </ul>

<sup>9</sup> An organization providing non-emergency medical transportation in North Carolina is permitted to provide this Pilot service. However, the organization will only receive reimbursement when an individual is transported in accordance with the Pilot service requirements, including that the service is furnished to transport Pilot Enrollees to non-medical services that promote community engagement, health and well-being.

<sup>10</sup> Repairs to a Enrollee’s vehicle and reimbursement for gas mileage may be particularly likely to be cost-effective alternatives in rural areas of North Carolina but may also applicable in other areas of the State with limited public transportation.

<sup>11</sup> Reimbursement for gas mileage must be in accordance with North Carolina’s Non-Emergency Medical Transportation (NEMT) Policy, available at: <https://www.medicaid.gov/State-resource-center/Medicaid-State-Plan-Amendments/Downloads/NC/NC-18-011.pdf>.

	<ul style="list-style-type: none"><li>• Health and wellness-related educational events;</li><li>• Places of worship, services and other meetings for community support;</li><li>• Locations where other approved Pilot services are delivered.</li></ul> <p>Pilot transportation services will not replace non-emergency medical transportation as required in Medicaid.</p>
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**Transportation PMPM Add-On for Case Management Services**

Category	Information
Service Name	Transportation PMPM Add-On for Case Management Services
Service Description	<p>Reimbursement for coordination and provision of transportation for Pilot Enrollees provided by an organization delivering one or more of the following case management services:</p> <ul style="list-style-type: none"> <li>• Housing Navigation, Support and Sustaining Services</li> <li>• IPV Case Management</li> <li>• Holistic High Intensity Enhanced Case Management</li> </ul> <p>This service is for transportation needed to meet the goals of each of the case management services listed above. Transportation must be to and from appointments related to identified case management goals. For example, an organization providing Housing Navigation, Support and Sustaining Services may transport an individual to potential housing sites. An organization providing IPV case management may transport an individual to peer support groups and sessions.</p> <p>Transportation will be managed or directly provided by a case manager or other HSO staff member. Allowable forms of transportation include, for example:</p> <ul style="list-style-type: none"> <li>• Use of HSO-owned vehicle or contracted transportation vendor;</li> <li>• Use of personal car by HSO case manager or other staff member;</li> <li>• Vouchers for public transportation;</li> <li>• Account credits for taxis/ridesharing mobile applications for transportation (in areas without access to public transportation).</li> </ul> <p>Organizations that provide case management may elect to either receive this PMPM add-on to cover their costs of providing and managing Enrollees’ transportation, or may use the “Reimbursement for Health-Related Transportation” services—public or private—to receive reimbursement for costs related to Enrollees’ transportation (e.g., paying for an Enrollee’s bus voucher). Organizations will have the opportunity to opt in or out of the PMPM add-on annually. Organizations that have opted in for the PMPM add-on may not separately bill for “Reimbursement for Health-Related Transportation” services.</p>

**Cross-Domain Services**

**Holistic High Intensity Enhanced Case Management**

Category	Information
Service Name	Holistic High Intensity Enhanced Case Management
Service Description	<p>Provision of one-to-one case management and/or educational services to address co-occurring needs related to housing insecurity and interpersonal violence/toxic stress, and as needed transportation and food insecurities. Activities may include those outlined in the following three service definitions:</p> <ul style="list-style-type: none"> <li>• Housing Navigation, Support and Sustaining Services</li> <li>• Food and Nutrition Access Case Management Services</li> <li>• IPV Case Management Services</li> </ul> <p>Note that case management related to transportation needs are included in the services referenced above.</p> <p>Activities listed above may occur without the Pilot Enrollee present. The HSO has the option to partner with other organizations to ensure it is able to provide all activities described as part of this service. If desired by the HSO, the Network Lead can facilitate partnerships of this kind.</p>

**Medical Respite**

Category	Information
Service Name	Medical Respite Care
Service Description	<p>A short-term, specialized program focused on individuals who are homeless or imminently homeless, have recently been discharged from a hospital setting and require continuous access to medical care. Medical respite services include comprehensive residential care that provides the Enrollee the opportunity to rest in a stable setting while enabling access to hospital, medical, and social services that assist in completing their recuperation. Medical respite provides a stable setting and certain services for individuals who are too ill or frail to recover from a physical illness/injury while living in a place not suitable for human habitation, but are not ill enough to be in a hospital. Medical respite services should include, at a minimum:</p> <p><b>Short-Term Post-Hospitalization Housing:</b>            Post-hospitalization housing for short-term period, not to exceed six [6] months, due to individual’s imminent homelessness at discharge. Housing should provide Enrollees with a safe space to recuperate and perform activities of daily living while receiving ongoing medical care as needed and will be limited to housing in a private or shared housing unit. Short-Term Post Hospitalization Housing setting should promote independent living and transition to a permanent housing solution. Services may not be provided in a congregate setting, as defined by the Department.</p> <p>Allowable units for short-term post-hospitalization housing must provide the following for Enrollees:</p> <ul style="list-style-type: none"> <li>• Access to a clean, healthy environment that allows Enrollees to perform activities of daily living;</li> <li>• Access to a private or semi-private, independent room with a personal bed for the entire day;</li> <li>• Ability to receive onsite or easily accessible medical and case management services, as needed.</li> </ul> <p>Coordination of this service should begin prior to hospital discharge by a medical professional or team member. The referral to medical respite should come from a member of the individual’s care team.</p> <p>For homeless Enrollees, all services provided must align with a Housing First approach to increase access to housing, maximize housing stability and prevent returns to homelessness.</p> <p><b>Medically Tailored Meal (<i>delivered to residential setting</i>)</b></p>



	<p>Home delivered meal which is medically tailored for a specific disease or condition. This service includes an initial evaluation with a Registered Dietitian Nutritionist (RD/RDN) or Licensed Dietitian Nutritionist (LDN) to assess and develop a medically-appropriate nutrition care plan, as well as the preparation and delivery of the prescribed nutrition care regimen.</p> <p>Meals must be in accordance with nutritional guidelines established by the National Food Is Medicine Coalition (FIMC) <a href="#">or other appropriate guidelines</a>.<sup>12</sup> Meals may be tailored to meet cultural preferences. For health conditions not outlined in the Food Is Medicine Coalition standards above, an organization must follow a widely recognized nutrition guideline approved by the Network Lead. This service does not constitute a full nutritional regimen (three meals per day per person).</p> <p><b>Transportation Services</b>          Provision of private/semi-private transportation services, reimbursement for public transportation and reimbursement for private transportation (e.g., taxis and ridesharing apps—only in areas where public transportation is unavailable) for the Enrollee receiving medical respite care to social services that promote community engagement, health and well-being. <i>Refer to service definitions for Reimbursement for Health-Related Public Transportation and Reimbursement for Health-Related Private Transportation for further service description detail.</i></p> <p>Medical respite program staff are required to check-in regularly with the individual’s Medicaid Care Manager to coordinate physical, behavioral and social needs.</p>
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<sup>12</sup> FIMC Standards available at:  
<https://static1.squarespace.com/static/580a7cb9e3df2806e84bb687/t/5ca66566e5e5f01ac91a9ab4/1554408806530/FIMC+Nutriton+Standards-Final.pdf>.

**Linkages to Health-Related Legal Supports**

Category	Information
Service Name	Linkages to Health-Related Legal Supports
Service Description	<p>This service will assist Enrollees with a specific matter with legal implications that influences their ability to secure and/or maintain healthy and safe housing and mitigate or eliminate exposure to interpersonal violence or toxic stress. This service may cover, for example:</p> <ul style="list-style-type: none"> <li>• Assessing an Enrollee to identify legal issues that, if addressed, could help to secure or maintain healthy and safe housing and mitigate or eliminate exposure to interpersonal violence or toxic stress, including by reviewing information such as specific facts, documents (e.g., leases, notices, and letters), laws, and programmatic rules relevant to an Enrollee’s current or potential legal problem;</li> <li>• Helping Enrollees understand their legal rights related to maintaining healthy and safe housing and mitigating or eliminating exposure to interpersonal violence or toxic stress (e.g., explaining rights related to landlord/tenant disputes, explaining the purpose of an order of protection and the process for obtaining one);</li> <li>• Identifying potential legal options, resources, tools and strategies that may help an Enrollee to secure or maintain healthy and safe housing and mitigate or eliminate exposure to interpersonal violence or toxic stress (e.g., providing self-advocacy instructions, removing a former partner’s debts from credit rating);</li> <li>• Providing advice to Enrollees about relevant laws and course(s) of action and, as appropriate, helping an Enrollee prepare “pro se” (without counsel) documents.</li> </ul> <p>This service is meant to address the needs of an individual who requires legal expertise, as opposed to the more general support that can be offered by a Care Manager, case manager or peer advocate. The Care Manager or case manager coordinating this service must clearly identify the scope of the authorized health-related legal support within the Enrollee’s care plan.</p> <p>This service is limited to providing advice and counsel to Enrollees and does not include “legal representation,” such as making contact with or negotiating with an Enrollee’s potential adverse party (e.g., landlord, abuser, creditor, or employer) or representing an Enrollee in litigation, administrative proceedings, or alternative dispute proceedings.</p> <p>After issues are identified and potential strategies reviewed with an Enrollee, the service provider is expected to connect the Enrollee to an organization or</p>

	individual that can provide legal representation and/or additional legal support with non-Pilot resources.
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**Attachment B: Network Lead Conflict of Interest Policy**

**RESERVED**

**Attachment C: Network Lead Non-Discrimination Policies and Procedures**

**RESERVED**

## Attachment D: HSO Capacity Building Permitted Uses

### A. Assessing readiness to participate in the Pilot program and deliver services:

1. Staff time devoted to conducting Pilot-specific needs assessment, including the following activities:
  - a. Assessment of current organizational capabilities, infrastructure and systems, and capacity to deliver Pilot services
  - b. Identification of critical gaps and needs to be addressed for seamless provision of Pilot services to enrollees to ensure successful Pilot program participation
2. Cost to hire/procure an individual or entity to provide technical assistance regarding assessing and modifying organizational processes and workflows in preparation for Pilot service delivery
3. Cost of enrollment fee for enrolling the HSO as a Medicaid provider in NC Tracks

### B. Hiring and training staff:

1. Staff time devoted to hiring HSO staff that will have a direct role in the execution of Pilot-related responsibilities or delivering Pilot services
2. Staff time to develop a Pilot-related training plan, including activities to assess current staff and newly hired training needs
3. Staff time devoted to executing or participating in trainings for HSO staff that will have a direct role in the execution of Pilot-related responsibilities or delivering Pilot services
4. Production costs for training materials, such as guidelines and policies on HSO operations as it pertains to Pilot program participation (e.g., invoicing processes, services to Pilot Participants versus non-Pilot Participants)

### C. Operationalizing day-to-day Pilot-related responsibilities:

1. Cost of salary and fringe for HSO staff that will have a direct role in executing Pilot-related responsibilities, including related to Pilot invoicing, referrals, data collection/exchange/analysis, evaluation and financial management.
2. Cost of salary and fringe for HSO staff that will have a direct role in delivering Pilot services to Pilot Participants.

### D. Developing necessary infrastructure/systems:

1. Staff time for procuring, developing, and/or preparing HSO infrastructure and systems for Pilot program participation, including onboarding onto and gaining full functionality with NCCARE360
2. Purchases needed to have functional systems to support program integrity monitoring and reporting

**E. Pilot service delivery enhancements:<sup>13</sup>**

1. Staff time devoted to the assessment of the HSO's organizational and infrastructural capacity to deliver Pilot services *above and beyond* current capabilities in Pilot service delivery (in the case the HSO is considering offering additional Pilot services not already offered)
2. Staff time devoted to the hiring and training of additional staff required for the execution of Pilot-related responsibilities or delivering Pilot services *above and beyond* current capacity (if the HSO proceeds with offering additional Pilot services not already offered)
3. Costs of office furnishings, supplies, and equipment that support the delivery of Pilot services (e.g., computers, desks, chairs, etc.)
4. Costs of modest modifications to existing physical infrastructure of HSO that are essential for an organization's capacity to deliver Pilot services (e.g., replacing infrastructure that refrigerates fresh food)
  - a. DHHS must review and approve all Network Lead-approved requests related to modest modifications to existing physical infrastructure prior to funds distribution
  - b. Capacity building funding *may not* be used for real estate investments, developments, and other capital projects

**F. Participation in learning collaboratives:**

1. Staff time devoted to active participation in educational and training opportunities provided or sponsored by the Network Lead or DHHS
2. Staff time for active participation in Network Lead- and DHHS-facilitated learning convenings

**G. Participation in Pilot Program Evaluation and Monitoring activities**

1. Staff time for participating in interviews, surveys and other qualitative assessments that serve the evaluation and data needs of the Pilot program
2. Staff time devoted to data collection to support evaluation and oversight of the Pilot program
3. Staff time involved in supporting monthly checks of the exclusion status of the HSO's employees, directors, governing bodies, agents, and subcontractors against Department-identified Exclusions Lists

**H. Other permitted uses**

1. Additional capacity building activities proposed by the HSO to the Network Lead and approved by the Department

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<sup>13</sup> Expanding capacity may be to support serving more Pilot enrollees, to serve geographic areas within the Local Pilot region that the organization does not currently serve, or to deliver Pilot services not currently offered.

- I. **Exclusions:** HSOs are not permitted to spend capacity building dollars on:
  1. Activities for which other federal or state funding is available; Pilot funds may not be used to duplicate or supplant funding from other federal or state funds
  2. Real estate investments, developments and other capital projects, except as explicitly permitted above
  3. Ongoing lease or utilities payments
  4. Staff time devoted to non-Pilot related responsibilities or services
  5. Debt restructuring and bad debt
  6. Defense and prosecution of criminal and civil proceedings, and claims
  7. Donations and contributions
  8. Entertainment
  9. Alcoholic beverages
  10. Fines and penalties
  11. Fundraising and investment management costs
  12. Goods or services for personal use
  13. Idle facilities and idle capacity
  14. Interest expense
  15. Lobbying
  16. Memberships and subscription costs not related to the Pilot program
  17. Patent costs
  18. Any other uses deemed impermissible by the Department



**Attachment E: HSO Capacity Building Budget**

**RESERVED**

## Attachment F: Pilot Service Fee Schedule

Healthy Opportunities Pilots Fee Schedule		
Service Name	Unit Of Service/Payment	Rate or Cap
<b>Housing</b>		
Housing Navigation, Support and Sustaining Services	PMPM	\$400.26
Inspection for Housing Safety and Quality	Cost-Based Reimbursement Up to A Cap	Up to \$250 per inspection
Housing Move-In Support	Cost-Based Reimbursement Up to A Cap	<ul style="list-style-type: none"> <li>• 1 BR: Up to \$900 per month</li> <li>• 2 BR: Up to \$1,050 per month</li> <li>• 3 BR: Up to \$1,150 per month</li> <li>• 4 BR: Up to \$1,200 per month</li> <li>• 5+ BR: Up to \$1,250 per month</li> </ul>
Essential Utility Set-Up	Cost-Based Reimbursement Up to A Cap	<ul style="list-style-type: none"> <li>• Up to \$500 for utility deposits</li> <li>• Up to \$500 for reinstatement utility payment</li> <li>• Up to \$500 for utility arrears</li> </ul>
Home Remediation Services	Cost-Based Reimbursement Up to A Cap	Up to \$5,000 per year <sup>14</sup>
Home Accessibility and Safety Modifications	Cost-Based Reimbursement Up to A Cap	Up to \$10,000 per lifetime of waiver demonstration <sup>15</sup>
Healthy Home Goods	Cost-Based Reimbursement Up to A Cap	Up to \$2,500 per year

<sup>14</sup> The HSO that coordinates the contractors to deliver the Home Remediation Service will receive \$125 per Home Remediation Service project that costs no more than \$1,250 and will receive \$250 per Home Remediation Service project that costs between \$1,250 and \$5,000.

<sup>15</sup> The HSO that coordinates the contractors to deliver the Home Accessibility and Safety Modification will receive \$250 per Home Accessibility Modification project that costs no more than \$2,500 and will receive \$500 per Home Accessibility and Safety Modification project that costs between \$2,500 and \$10,000.

Healthy Opportunities Pilots Fee Schedule		
Service Name	Unit Of Service/Payment	Rate or Cap
One-Time Payment for Security Deposit and First Month's Rent	Cost-Based Reimbursement Up to A Cap	<ul style="list-style-type: none"> <li>First month's rent: Up to 110% FMR<sup>16</sup> (based on home size)</li> <li>Security deposit: Up to 110% FMR (based on home size) x2</li> </ul>
Short-Term Post Hospitalization Housing	Cost-Based Reimbursement Up to A Cap	<ul style="list-style-type: none"> <li>First month's rent: Up to 110% FMR (based on home size)</li> <li>Security deposit: Up to 110% FMR (based on home size) x2</li> </ul>
<b>Interpersonal Violence / Toxic Stress</b>		
IPV Case Management Services	PMPM	\$221.96
Violence Intervention Services	PMPM	\$168.94
Evidence-Based Parenting Curriculum	One class	\$22.60
Home Visiting Services	One home visit	\$67.89
Dyadic Therapy	Per occurrence	\$68.25
<b>Food</b>		
Food and Nutrition Access Case Management Services	15 minute interaction	\$13.27
Evidence-Based Group Nutrition Class	One class	\$22.80
Diabetes Prevention Program	<ul style="list-style-type: none"> <li>Four classes (first phase)</li> <li>Three classes (second phase)<sup>17</sup></li> </ul>	<ul style="list-style-type: none"> <li><b>Phase 1: \$275.83</b> <ul style="list-style-type: none"> <li>Completion of 4 classes: \$27.38</li> <li>Completion of 4 additional classes (8 total): \$54.77</li> <li>Completion of 4 additional classes (12 total): \$68.46</li> <li>Completion of 4 additional classes (16 total): \$125.22</li> </ul> </li> <li><b>Phase 2: \$103.44</b></li> </ul>

<sup>16</sup> Fair Market Rent (FMR) standards as established by the U.S. Department of Housing and Urban Development, available here: <https://www.huduser.gov/portal/datasets/fmr.html#2022>

<sup>17</sup> The Centers for Disease Control and Prevention recognized Diabetes Prevention Program is offered in two phases, including a minimum of 16 classes in Phase 1 and 6 classes in Phase 2. The DPP program is paid for in allocations so HSOs that participate in the Pilot are able to receive pro-rated payments as enrollees complete four classes.

Healthy Opportunities Pilots Fee Schedule		
Service Name	Unit Of Service/Payment	Rate or Cap
		<ul style="list-style-type: none"> <li>• <u>Completion of 3 classes</u>: \$31.02</li> <li>• <u>Completion of 3 additional classes (6 total)</u>: \$72.42</li> </ul>
Fruit and Vegetable Prescription	Cost-Based Reimbursement Up to A Cap	Up to \$210 per month <sup>18</sup>
Healthy Food Box (For Pick-Up)	One food box	<ul style="list-style-type: none"> <li>• Small box: \$89.29</li> <li>• Large box: \$142.86</li> </ul>
Healthy Food Box (Delivered)	One food box	<ul style="list-style-type: none"> <li>• Small box: \$96.79</li> <li>• Large box: \$150.36</li> </ul>
Healthy Meal (For Pick-Up)	One meal	\$7.00
Healthy Meal (Home Delivered)	One meal	\$7.60
Medically Tailored Home Delivered Meal	One meal	\$7.80
<b>Transportation</b>		
Reimbursement for Health-Related Public Transportation	Cost-Based Reimbursement Up to A Cap	Up to \$102 per month
Reimbursement for Health-Related Private Transportation	Cost-Based Reimbursement Up to A Cap	Up to \$267 per month <sup>19</sup>
Transportation PMPM Add-On for Case Management Services	PMPM	\$71.30
<b>Cross-Domain</b>		
Holistic High Intensity Enhanced Case Management	PMPM	\$501.41
Medical Respite	Per diem	\$206.98

<sup>18</sup> The HSO that coordinates the Fruit and Vegetable Prescription service will receive \$5.25 per person served in a given month.

<sup>19</sup> Repairs to a Pilot Enrollee's car may be deemed an allowable, cost-effective alternative to private transportation by the Enrollee's Prepaid Health Plan. Reimbursement for this service may not exceed six months of capped private transportation services.

Healthy Opportunities Pilots Fee Schedule		
Service Name	Unit Of Service/Payment	Rate or Cap
Linkages to Health-Related Legal Supports	15 minute interaction	\$25.30

**Signatures**

**1. Effective Date:** This Agreement is effective upon the later of the execution dates by the Parties.

**Execution:**

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

**Network Lead:** \_\_\_\_\_

\_\_\_\_\_

Network Lead Contact

Date: \_\_\_\_\_

**HSO:** \_\_\_\_\_

\_\_\_\_\_

HSO Contact

Date: \_\_\_\_\_