

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

*Updated October 2021*

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**1. Preamble**

This Agreement (the “Agreement”) between \_\_\_\_\_ (“Healthy Opportunity Network Lead” or “Network Lead”), a \_\_\_\_\_ entity, and \_\_\_\_\_ (“Prepaid Health Plan” or “PHP”), a \_\_\_\_\_ entity, is effective as of the Contract Effective Date. Network Lead and PHP 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**, PHP is a Managed Care Organization as defined by 42 CFR 438.2 and has been awarded a Standard Plan or Behavioral Health Intellectual / Developmental Disability Tailored Plan contract (“PHP-Department Contract”) from the Department to act as a North Carolina Prepaid Health Plan as defined in N.C.G.S. 108D-1.(30); 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 develop or has developed a network of human service organizations (“HSOs”) to provide Pilot program services described in Attachment A: Pilot Service Descriptions for Pilot program-eligible Members with unmet resource needs; and

**WHEREAS**, Network Lead is empowered to arrange for the provision of Pilot services by HSOs who have contracted to participate in its network; and

**WHEREAS**, PHP operates in the Pilot region and seeks to fulfill requirements of the PHP-Department Contract to implement the Pilot program for its Pilot-eligible Members residing 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 authorized by PHP for a specific Member, including pre-approved services
- C. **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.
- D. **Contract Effective Date:** The date the Agreement is fully executed by Network Lead and PHP.
- E. **Contracted Pilot Services:** The set of Pilot services that a specific HSO is contracted by Network Lead to provide, as defined in each Network Lead – HSO Contract.
- F. **Day:** State of North Carolina business day, which includes traditional workdays, Monday through Friday, from 8:00AM ET 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>.
- G. **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.

- H. **Department:** The North Carolina Department of Health and Human Services.
- I. **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.
- J. **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:
  - i. Fraud hotline complaints.
  - ii. Claims data mining.
  - iii. Patterns identified through provider audits, civil false claims cases, and law enforcement investigations.

Allegations are considered to be credible when they have indicia of reliability.

- K. **Healthy Opportunities Pilot Program (the “Pilot” or “Pilot program”):** 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.
- L. **Human Service Organization or “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 and the Network Lead-HSO Contract.
- M. **Laws:** Any and all applicable laws, rules, regulations, statutes, orders, standards, policies from the Department having the force and effect of law, as adopted, amended, or issued from time to time.
- N. **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.
- O. **NCCARE360:** Statewide technology infrastructure and coordinated community networks 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.

- P. **NCTracks:** The multi-payer Medicaid Management Information System for the North Carolina Department of Health and Human Services.
- Q. **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.
- R. **Notice:** Notice(s) shall have the meaning further defined in Section 13 of this Agreement.
- S. **Pilot-Eligible Member:** An individual 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.
- T. **Pilot Enrollee (see also Pilot Participant):** A Member who has been determined by PHP to be eligible for, consented to participate, and has been enrolled in the Pilot program to receive Pilot services
- U. **Pilot Participant (see also Pilot Enrollee):** A Member who has been determined by PHP to be eligible for, consented to participate, and has been enrolled in the Pilot program to receive Pilot services.
- V. **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 protected health information, with organizations in the NCCARE360 network, and stored and exchanged on NCCARE360.
- W. **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.
- X. **Protocols:** Specifications and parameters established by the Department for the operation of the Pilot program.
- Y. **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.
- Z. **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 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 program.
- ii. As a Network Lead for the Pilot, Network Lead shall have the responsibility and authority to:
  - a. Develop and Maintain HSO Network to Provide Pilot Services to Pilot Participants;
  - b. Support Pilot Funds Flow for Service Delivery;
  - c. Support Pilot Program Integrity Activities;
  - d. Support NCCARE360 Use;
  - e. Provide Access to Necessary Data and Reports;
  - f. Provide Technical Assistance and Training;
  - g. Convene Pilot-Participating Entities; and
  - h. Support Pilot Quality Improvement.
- iii. Network Lead agrees to be bound by and comply with all of the applicable terms and conditions of 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.
  - 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.
- iv. Network Lead agrees to be bound to and comply with all applicable federal and State laws and regulations.
- v. 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.
- vi. Network Lead authorizes PHP and the Department to use its name, address, phone number, in Member-facing communications, including directories, Pilot program-related reports and promotional material
- vii. Network Lead authorizes PHP and the Department to use the name, address, phone number, type of organization, and Pilot services offered of its HSOs, to the extent an HSO has made that information available consistent with the Network Lead-HSO Contract Section 3.A.iii., in Member-facing communications, including directories, Pilot program-related reports and promotional material.

#### B. *Develop and Maintain HSO Network to Provide Pilot Services to Pilot Participants*

- i. Network Lead shall enter into written contracts with HSOs to form a network to provide Pilot services within the Pilot region and shall enforce the terms thereof (i.e., the Network Lead-HSO Contract).

- a. The Network Lead – HSO Contract with each HSO shall require each HSO to expressly agree to be bound by and comply with all payment and service delivery terms and conditions of this Agreement, including compensation terms and amounts as identified in Attachment B: Pilot Service Fee Schedule, as well as applicable federal and state laws, regulations and Protocols established by the Department.
  1. In the event of any conflict or claimed conflict between the provisions of this Agreement and the Network Lead-HSO Contract, this Agreement shall be controlling.
- b. Network Lead shall ensure that each HSO delivering Authorized Pilot Services to Pilot-Eligible Members do so in accordance with the requirements in Attachment A: Pilot Service Descriptions.
- c. Network Lead shall ensure that its HSOs utilize NCCARE360 to receive referrals and report service delivery and related outcomes for Pilot services, consistent with Department Protocols and the Pilot Program Required Consents, including following all relevant privacy and security obligations, including but not limited to the Violence Against Women Act, Family Violence Prevention and Services Act and Victims of Crime Act.
  1. Network Lead shall maintain current HSO contracting status (i.e., active, suspended, terminated) on NCCARE360 within 3 Days of an HSO’s temporary suspension or termination.
  2. Network Lead shall require that HSOs suspended or terminated do not accept referrals via NCCARE360 during such periods.
- d. Network Lead shall require HSOs to submit complete and accurate invoices for Authorized Pilot Services completed consistent with the timeline and process to be identified in Department Protocol and with all privacy and security standards of the Department and Network Lead.
  1. Network Lead will not allow HSOs to deviate from the Pilot Service Fee Schedule rates in their invoicing, as these rates are determined solely by the Department and can only be amended at the direction of the Department.
  2. Network Lead will also prohibit HSOs from seeking payment from Pilot Participants for Authorized Pilot Services, or seeking compensation from Pilot Participants, Network Lead, PHP, PHP’s designees or the Department from Pilot funds for any Pilot service invoice denied.
- e. Network Lead shall ensure that its HSOs meet and maintain Pilot service delivery readiness and operational standards, including those related to:
  1. Meeting qualifications for HSO network participation, including where applicable licensure and accreditation to meet industry

- standards, to provide all aspects of the Pilot services for which it is contracted by the Network Lead.
2. Enrolling as a Medicaid provider in NCTracks, consistent with Department, NCTracks vendor, and Network Lead guidance.
  3. Complying with all Network Lead and Department information requests, site visits, end-to-end testing and other procedures related to HSO readiness review for Pilot service delivery.
  4. Maintaining sufficient hours of operation and staffing to serve needs of Pilot Participants.
  5. Ensuring that qualified staff fill roles and positions needed to perform all HSO responsibilities under the Pilot program, including Pilot service delivery and administrative roles.
  6. Maintaining 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.
  7. Establishing and maintaining capabilities to comply with invoicing, reporting and oversight requirements related to this Agreement.
  8. Adhering to non-discrimination, conflict of interest, and linguistic and cultural competency laws and standards as outlined in Network Lead-Department Contract and Department Protocols.
  9. Participating in Network Lead and Department-led trainings and convenings related to the Pilot program.
  10. Complying with and supporting all Pilot program monitoring, reporting, oversight and program integrity activities of Department, PHP and Network Lead, where requested and consistent with Department Protocols.
- ii. Network Lead shall maintain and monitor its HSOs to ensure network adequacy and performance necessary to deliver Authorized Pilot Services to Pilot Participants, in accordance with the Network Lead-Department Contract and this Agreement.
  - iii. Network Lead shall maintain an accurate HSO directory on its website that includes all HSOs, including the following information for each HSO, unless an HSO does not share its physical address or other information that could be used to identify its location, as permitted in the Network Lead-HSO Contract, Section 3.A.iii.:
    - a. Physical address(es)
    - b. County(ies) served
    - c. Phone number(s)
    - d. Website (if applicable)

- e. Pilot service(s) that the HSO is contracted to deliver
- f. Language(s) spoken
- g. Hours of service
- iv. Network Lead shall ensure its HSO directory is maintained up-to-date on its website, in a Department-specified format, including by:
  - a. Maintaining current HSO contracting status (i.e., active, suspended, terminated) on Network Lead’s website within 3 Days of an HSO’s temporary suspension or termination.
- v. Network Lead shall require its HSOs to cooperate with PHP and its Designated Care Management Entities in accepting Pilot service referrals, providing Authorized Pilot Services to Pilot Participants, and communicating about Pilot Participants’ status and progress.
- vi. Network Lead shall require its HSOs to support PHP and Designated Care Management Entities by (1) verifying Pilot program qualifying social risk factors, and (2) recommending needed Pilot services.

**C. *Support Pilot Funds Flow for Service Delivery***

- i. Network Lead shall require its HSOs to comply with any Protocols for Pilot service delivery invoicing provided by Department.
- ii. Network Lead shall collect and track invoices for Authorized Pilot Services delivered by HSOs to Pilot Participants, including using Department-required forms and transmission methods, as defined in Department Protocol.
- iii. Network Lead shall review HSOs’ invoices and related supporting documentation for completeness and accuracy within the timeframe specified in Department Protocol, including at minimum that they:
  - a. Include all required elements consistent with Department Protocol,
  - b. Represent Authorized Pilot Services for the Pilot Participant,
  - c. Are for the amount reflected in Attachment B: Pilot Service Fee Schedule,
  - d. Include any supporting documentation required by Network Lead the Department, and
  - e. Meet other requirements as specified in Department Protocols.
- iv. Network Lead shall work with HSOs to correct any incomplete invoices prior to submission to PHP.
- v. Network Lead shall transmit invoices to PHP that authorized the relevant Pilot service(s) within the timeframe specified in Department Protocol, upon receipt of complete and accurate invoice from an HSO for final review, adjudication and payment by PHP consistent with Department Protocol on Pilot program invoice processes and all relevant privacy and security provisions of Network Lead-Department Contract.
- vi. Network Lead shall track Pilot service payments from PHP to HSOs based on reports provided by PHP.

- vii. Network Lead shall act on behalf of HSOs and make best efforts to facilitate resolution of payment complaints, errors or disputes with PHP, regarding payment of invoices by PHP.
  - a. 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.
  - b. 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.
- viii. Network Lead shall not make Pilot service delivery payments to HSOs. All payments for Pilot services provided by HSOs pursuant to this Agreement shall be made directly to HSOs by PHP.
- ix. The Department has sole authority to change the Pilot Service Fee Schedule, through its collaboration with CMS. Parties may amend Attachment B: Pilot Service Fee Schedule solely to reflect changes required by the Department on any frequency determined by the Department.

**D. *Support Pilot Program Integrity Activities***

- i. Network Lead shall monitor HSO activities for compliance, overpayments, underpayments, and fraud, waste and abuse, consistent with the Network Lead-Department Contract, the Network Lead-HSO Contract, Department Protocols, and Network Lead Guidance.
- ii. In the event that PHP identifies significant performance issues with an HSO, PHP shall notify Network Lead within three (3) Days to enable Network Lead to conduct HSO performance improvement activities consistent with its contract with the HSO.
  - a. For the purposes of this clause, a significant performance issue is defined as one incident that would likely affect the health or safety of a Pilot Participant or a pattern, and/or three (3) or more incidents within three (3) months, of failures to comply with material Pilot program requirements.
  - b. Network Lead shall promptly investigate any significant performance issues identified by PHP and inform PHP of the results of its investigation within seven (7) Days of completion of its investigation.
- iii. In the event that the PHP identifies significant compliance or program integrity concerns with an HSO, PHP shall notify Network Lead within three (3) Days to enable Network Lead to conduct an investigation.
  - a. Network Lead shall promptly investigate any significant compliance or program integrity concerns identified by PHP and inform PHP of the results of its investigation within seven (7) Days of completion of its investigation.
  - b. In the event of verified compliance or program integrity concerns, these shall be addressed consistent with performance improvement and program integrity processes consistent with the Network Lead-

Department Contract, the Network Lead-HSO Contract, and Department Protocols. Such actions include but are not limited to performance improvement processes, termination of Network Lead-HSO Contract and/or requiring repayment of Pilot funds by the HSO.

- iv. Network Lead shall provide PHP with such reports related to HSO monitoring and performance as required by the Department.
- v. Network Lead shall notify PHP within three (3) Days in the event that an HSO which has provided Pilot services to a Pilot Participant has been suspended or terminated from its network.
- vi. Network Lead shall monitor HSOs for contract compliance and instances of fraud, waste or abuse and address identified HSO performance issues consistent with its contract with HSOs and the Network Lead-Department Contract.
- vii. In the event that PHP may have been affected by an instance with credible evidence of HSO fraud, waste or abuse, Network Lead shall:
  - a. Promptly initiate an investigation and notify PHP within five (5) Days of its initiation; and
  - b. Provide a written report detailing its investigation, findings and recommendations within five (5) Days upon completion of its investigation.
- viii. Network Lead shall make best efforts to facilitate resolution of overpayments or underpayments due to fraud, waste and abuse between the PHPs and HSOs consistent with Network Lead-Department Contract, the Network Lead-HSO 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 a finding of 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.
- ix. To promote Pilot program integrity, Network Lead shall adhere to the following Pilot program standards, at a minimum:
  - a. Network Lead shall at least monthly check the exclusion status of its own and HSOs' employees, directors, governing bodies, agents and subcontractors that allocate a portion of their time to Pilot-related responsibilities, against the following lists (collectively, these lists are referred to as the "Exclusions Lists") to ensure that PHP does 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 Network Lead or 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 PHP and the Department 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; and
  3. The amount of Pilot funds paid by PHP and the Department to the Excluded Person(s) or Excluded Entity(ies) to date with Pilot program funds, based on best available information to the Network Lead.

**E. *Support NCCARE360 Use***

- i. Network Lead shall require its HSOs to:
  - a. Register with and actively use NCCARE360 to accept Pilot referrals, report service delivery and related outcomes, and invoice for delivered Authorized Pilot Services;
  - b. 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; and
  - c. Work with a Pilot Participant’s Designated Care Management Entity as needed when accepting Pilot referrals and to communicate about Pilot Participant’s status and progress.

- ii. Where needed to supplement other NCCARE360 trainings, Network Lead shall provide training to HSOs on use of NCCARE360 for Pilot purposes and may use subcontractors to fulfill its obligations in this area.
- iii. Network Lead shall provide ongoing technical assistance to HSOs in accordance with the Network Lead-Department Contract.

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

- i. Network Lead shall submit timely, complete and accurate data to the Department and/or PHPs or other parties as directed by the Department related to the Pilot program.
- ii. Network Lead shall ensure HSOs submit all Pilot-related reports on specified timelines, consistent with Department Protocols and Network Lead Guidance.

**G. *Provide Technical Assistance and Training***

- i. Network Lead shall offer ongoing technical assistance to Designated Care Management Entities in accordance with the Network Lead-Department Contract and the Network Lead’s Department-approved annual Pilot Entity Engagement, Training and Technical Assistance Plan.
- ii. Network Lead shall provide Designated Care Management Entities, and other PHP representatives at PHP request, with at minimum telephonic and secure web-based communication (e-mail) contact information, for the purpose of advising Designated Care Management Entities and other PHP representatives on the above topics.
  - a. Network Lead shall respond to Designated Care Management Entity requests for input regarding referrals to HSOs and their Pilot service capabilities as soon as possible and at least within two (2) Days.
- iii. Network Lead shall conduct trainings for HSOs to support execution of Pilot-related responsibilities in accordance with the Network Lead-Department Contract and the Network Lead’s Department-approved annual Pilot Entity Engagement, Training and Technical Assistance Plan.

**H. *Convene Pilot-Participating Entities***

- i. Network Lead shall convene PHP, its Designated Care Management Entities, and other Pilot-Participating Entities at regular intervals during the term of the Network Lead-Department Contract and consistent with its Department-approved annual Pilot Entity Engagement, Training and Technical Assistance Plan, incorporated by reference into this Agreement, 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.

- ii. Network Lead shall also collaborate with PHP individually at regular intervals to gain information about PHP’s Pilot Participants’ experience and the impact of Pilot services on PHP’s Pilot Participants, to inform Network Lead’s technical assistance and training approach with its HSOs.

**I. *Support Pilot Quality Improvement***

- i. Network Lead shall participate in PHP and Department-led Pilot quality improvement efforts as required in Department Protocols and the Network Lead-Department Contract.

**J. *Compensation to Network Lead***

- i. In consideration for the above referenced duties and responsibilities Network Lead shall be compensated by the Department in accordance with the Network Lead-Department Contract.
- ii. PHP is not expected to compensate Network Leads for responsibilities outlined in this Agreement during the Pilot program.

**4. Responsibilities of PHP**

**A. *Designation and Status***

- i. PHP shall remain in a contract with the Department to act as a North Carolina Medicaid Prepaid Health Plan.
- ii. PHP shall ensure its employed and contracted Designated Care Management Entities comply with the terms of this Agreement in implementing their Pilot program responsibilities.
- iii. PHP shall be bound to 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
  - a. PHP has forty-five (45) Days to comply with amendments to the Network Lead-Department Contract following being informed of such amendments by the Department.
- iv. PHP shall be bound to and comply with Protocols established by the Department, upon forty-five (45) Days advance notice provided to the PHP and Network Lead by the Department in writing.
- v. As permitted under the PHP-Department Contract, and unless specified otherwise in any Pilot-related contract or Protocols, PHP in this Agreement includes PHP or their authorized representatives, including Designated Care Management Entities.

**B. *Make Eligibility Determinations, Service Authorizations and Payments for Pilot Service Delivery***

- i. PHP shall determine Member eligibility for the Pilot program, authorize specific Pilot services, and document Pilot program enrollment for Members, consistent with the PHP-Department Contract and Protocols.
  - a. PHP shall maintain up-to-date in NCCARE360 status of Pilot service authorizations associated with referrals to HSOs for Pilot services.
  - b. In the event that a PHP authorized a Pilot service, PHP shall not deny an invoice from an HSO on the basis of having subsequently retracted such authorization after the Pilot service has been provided by an HSO.
- ii. PHP shall pay for all Authorized Pilot Services provided by HSOs in a manner consistent with Attachment A: Pilot Service Descriptions to PHP's Pilot Participants. The amount paid to HSOs for Pilot services shall be determined by the then-current Attachment B: Pilot Service Fee Schedule.
  - a. PHP shall not contract directly with HSOs for the purposes of Pilot program activities for the duration of the Pilot program. PHP shall make payments under the terms of this Agreement and consistent with Network Lead's contracts with its HSOs.
  - b. Network Lead shall require HSOs to provide all necessary information to PHPs to enable PHP payments.
  - c. Neither Network Lead, PHP, nor HSOs have the ability to negotiate the rates in Attachment B: Pilot Service Fee Schedule, since such rates are determined solely by the Department. Network Lead may amend Attachment B: Pilot Service Fee Schedule at the direction of the Department only. PHP shall not make amendments to Attachment B: Pilot Service Fee Schedule.
  - d. PHP shall validate information on invoices received from Network Lead consistent with Department Protocols.
    - 1. PHP shall validate that invoice is accurate and for an Authorized Pilot Service. If invoice is accurate, PHP shall effectuate payment according to this Agreement and Department Protocols.
    - 2. If an invoice is determined to be inaccurate, but for an Authorized Pilot Service, PHP shall return the relevant invoice to Network Lead with explanation of the basis for denial. Network Lead shall work with HSO to complete the invoice accurately and resubmit such invoice within a time frame specified in Department Protocols.
    - 3. If the invoice is for a service not authorized by PHP or is otherwise ineligible for payment by PHP consistent with Department Protocols, PHP may deny the invoice and return it to Network Lead with explanation of the basis for denial.
    - 4. HSOs 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 or PHP-Department Contracts or their amendments.

- e. PHP shall make payments directly to HSOs via check or direct deposit, for services based upon invoices for Pilot services received from Network Lead on behalf of its HSOs pursuant to the contracts entered into between the Network Lead and its HSOs and the PHP-Department Contract and on a timeline consistent with Department Protocols.
- f. PHP shall be obligated only to make payments to HSOs for Authorized Pilot Services.
  - 1. In instances in which a Member transitions to another PHP or into the PHP from another PHP, PHP shall make Pilot service payments and manage transitions of care consistent with Department Protocols, the Department’s Transitions of Care Policy for clinical services, and N.C. Gen. Stat. § 58-67-88(d)-(g).
- iii. PHP shall provide a record to Network Lead of invoices paid to HSOs, the amount paid per invoice, and invoices denied on a frequency and in a form and format specified in Department Protocols, and consistent with all relevant privacy and security provisions of PHP-Department Contract.
- iv. PHP shall provide HSOs remittances to explain whether an invoice was paid, and if so, how much, and the reason for any denial.
- v. PHP shall work with Network Lead to resolve HSO payment complaints or disputes. Network Lead shall act as HSO’s representative in resolving HSO payment issues with PHP.
  - a. 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.

**C. *Participate in Pilot-Related Training and Technical Assistance Programs***

- i. PHP and its Designated Care Management Entities shall actively participate in Pilot-related training and technical assistance activities, sponsored by the Network Lead, the Department or any other Pilot-related entity, for which Network Lead or the Department requests PHP or Designated Care Management Entities’ participation.

**D. *Participate in Pilot Convenings***

- i. PHP and its Designated Care Management Entities’ shall actively participate in Pilot-related convenings led by Network Lead or Department for which Network Lead or Department requests PHP or Designated Care Management Entities’ participation, respectively, and provide feedback on Pilot program implementation and, where available, best practices or lessons learned to inform Pilot program implementation by other Pilot-Participating Entities.
- ii. PHP shall share information regularly and at Network Lead request about PHP’s Pilot Participants’ experience and the impact of Pilot services on PHP’s Pilot

Participants, to inform Network Lead’s technical assistance and training approach with its HSOs.

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

- i. PHP shall participate in Pilot program quality improvement, reporting, program evaluation and program integrity efforts consistent with the PHP-Department Contract and Department Protocols.
- ii. If a PHP identifies a significant performance issue or significant compliance or program integrity concern with an HSO, PHP shall notify Network Lead within three (3) Days, consistent with approach outlined in Section 3D of this Agreement.

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

- i. PHP shall submit timely, complete and accurate data to the Department and Network Leads as directed in Department Protocols and the PHP-Department Contract.
- ii. PHPs shall ensure Designated Care Management Entities submit timely, complete and accurate data to the Department and Network Leads as directed in Department Protocols and the PHP-Department Contract.

**5. Confidential Information**

- A. The requirements of this section shall survive expiration or termination of this 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 this Agreement as confidential information. Any use, disclosure, sale, or offer of confidential information except as contemplated under this Agreement or approved in writing by the other Party shall be a violation of this 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 this Agreement in the strictest confidence and shall not disclose the same to any third party except as contemplated under this 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 not 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. HIPAA, HITECH, and NC Identity Theft Prevention Act

- A. Network Lead shall be a business associate of the PHP (which is a business associate of the Department). Network Lead and PHP must execute the business associate agreement in Attachment C: Business Associate Agreement, and Network Lead must comply with HIPAA and HITECH requirements and regulations, as amended, including:
- i. Compliance with the Privacy Rule, Security Rule, and Notification Rule;
  - ii. The development of and adherence to applicable Privacy and Security Safeguards and Policies;
  - iii. Timely reporting of violations regarding the access, use, and disclosure of protected health information (PHI); and
  - iv. Timely reporting of privacy and/or security incidents as indicated on Department website: <https://www.ncdhhs.gov/about/administrative-divisions-offices/office-privacy-security>.
- B. In addition to federal law and regulation, Network Lead and PHP shall comply with North Carolina rules and regulation regarding protected information and Department and North Carolina policies including State IT Security Policy and standards as required in the PHP-Department and Network Lead-Department Contracts. These policies may be revised from time to time and Network Lead and PHP shall comply with all such provisions.

- C. North Carolina Identify Theft Protection Act and Other Protections: Certain data and information received, generated, maintained or used by Network Lead or PHP 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). Network Lead and PHP are 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. Network Lead and PHP 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. PHP shall have the right, upon thirty (30) Days’ Notice, and for purposes related specifically to obligations of the Network Lead to the PHP as applicable to this Agreement and the PHP-Department Contract, to inspect, during normal business hours, Network Lead’s records related to (i) Pilot service provision by HSOs, or (ii) Network Lead’s obligations under this Agreement.
- B. 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 this Agreement are being performed, and are authorized to inspect, monitor, or otherwise evaluate all books, records, data, information, and accounts of Network Lead and PHP, their subcontractor(s), other persons directed by Network Lead and PHP, or Network Lead and PHP’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.
- C. Network Lead and PHP 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.
- D. Changes or additional audit, retention or reporting requirements may be imposed by federal or state law and/or regulation, and Network Lead and PHP must adhere to such changes or additions.
- E. Nothing in this section is intended to limit or restrict the State Auditor’s rights.
- F. This provision shall survive termination or expiration of this Agreement.

- G. 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 remain in effect for the full duration of the Pilot program, or until such time that a termination is triggered per Section 9 of this Agreement.

**9. Contract Termination & Transition**

- A. Termination Without Cause
  - i. Consistent with the terms of the Network Lead-Department and PHP-Department Contract, the Department may require Network Lead or PHP to terminate this Agreement at any time.
  - ii. No other termination without cause is permitted under the Parties’ respective contracts with the Department, for the duration of the Pilot program.
- B. Termination for Cause
  - i. This Agreement shall terminate immediately in the event of:
    - a. The termination of Network Lead’s Contract with the Department to act as a Healthy Opportunities Pilot Program Network Lead; or
    - b. The termination of PHP’s Contract with the Department to act as a Prepaid Health Plan.
  - ii. This Agreement shall terminate immediately upon a confirmed finding of fraud, waste or abuse on the part of Network Lead, or PHP, by the Department or the North Carolina Department of Justice Medicaid Investigations Division.
- C. Obligation After Termination:
  - i. Termination shall not release Network Lead or PHP from its obligations under this Agreement in the following sections or any other obligation that survives termination of the contract:
    - a. Section 5: Confidential Information, and
    - b. Section 7: Records Access
  - ii. Termination also shall not affect HSOs’ right to receive payment for Authorized Pilot Services rendered to Pilot Participants in accordance with the terms of this Agreement prior to termination.

- iii. PHP has an obligation to pend outstanding Pilot service authorization requests submitted prior to termination and comply with all Pilot transitions of care obligations, including of the pending authorization requests, as articulated by the Department in the event of termination.
    - iv. Network Lead has an obligation to:
      - a. Transmit any outstanding Pilot service invoices for Authorized Pilot Services authorized prior to termination to PHP on behalf of HSOs in the event of termination; and
      - b. Share records as directed by the Department with the Department and PHP regarding any ongoing or outstanding investigations related to suspected HSO fraud, waste or abuse in the event of termination.
- D. No Release
  - i. Termination shall not amount to a release of any claim by either Party nor HSOs for money owing or for damages.
- E. Contract Expiration, Termination and Transition of Obligations
  - i. Not less than forty-five (45) Days of planned termination of this Agreement, Network Lead and PHP shall:
    - a. Arrange for the secure maintenance of all records related to Pilot program participation for audit and inspection by the Department, CMS, and other authorized government officials;
    - b. Provide for the transfer of all data, to the Department or its agents as may be requested by the Department; and
    - c. Provide for the preparation and delivery of all reports, forms and other documents to the Department as may be required pursuant to this Agreement or any applicable policies and procedures of Department.
- F. Continuation of Care in Instance of Network Lead-HSO Contract Termination:
  - i. In the event a Network Lead-HSO contract is pending termination:
    - a. HSO may not accept any new Pilot service referrals, and
    - b. 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. Upon the Network Lead-HSO contract termination becoming effective, HSO may not invoice for Pilot services, 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.
  - iii. PHP shall work with the Pilot Participant's Designated Care Management Entity and Network Lead to facilitate continuation of care at an alternative HSO that can provide the same service in the Network Lead's network if one exists.

- iv. Network Lead shall work with PHP, the Pilot Participant’s Designated Care Management Entity, the HSO with which the contract is terminating or terminated and an alternative HSO that can provide the same service if one exists to facilitate continuation of care.

**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. Breach of Contract**

- i. Notwithstanding any other provisions of this Agreement, in the event of an alleged breach of contract related to this Agreement on the part of either Party:
  - a. The aggrieved Party shall send a written notice to the other Party notifying them of the alleged breach and requesting remedy within thirty (30) Days.
    - 1. The aggrieved Party shall copy the Department on this notice.
  - b. The Parties shall remedy any actual breach within thirty (30) Days of notice.
  - c. If the dispute is not resolved within thirty (30) Days, each Party’s Executive Director or his or her designee shall meet to attempt to resolve the dispute in good faith.
    - 1. The aggrieved Party shall notify the Department of the date and time of this meeting; the Department may choose to participate at their sole discretion.
  - d. Should the dispute remain unresolved, the Department may, at its option, convene the Parties to attempt to resolve the dispute. Each Party’s Executive Director or their designee is obligated to participate in such meeting with the Department and pursue dispute resolution in good faith.

**12. Indemnification and Liability**

- A. PHP covenants to indemnify and hold Network Lead and HSOs 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 HSOs arising out of (i) any material breach of this Agreement by PHP, or (ii) negligence or other unlawful conduct by PHP, or any servant, agent or employee of PHP upon or in relation to the discharge by PHP of its responsibilities under this Agreement.
  - i. Network Lead covenants and shall ensure that HSOs covenant, in case any claim or demand is asserted against it which may result in liability to PHP hereunder, that Network Lead or HSOs, as applicable, shall give prompt notice thereof in writing to PHP and shall cooperate in the investigation of any such claim or the defense of any such action arising therefrom.
  - ii. PHP's total liability under this Agreement, 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.
- B. Network Lead covenants to indemnify, and hold PHP harmless from any and all losses, damages or liability, including reasonable attorney's fees and costs of enforcement, which may be suffered by PHP arising out of (i) any material breach of this Agreement by Network Lead or HSOs or (ii) negligence or other unlawful conduct by Network Lead or HSO, or by any employee of Network Lead or its HSOs upon or in relation to the discharge of Network Lead's responsibilities under this Agreement or HSOs' responsibilities under the Network Lead-HSO Contract.
  - i. PHP covenants, in case any claim or demand is asserted against him/her/it which may result in liability to Network Lead or its HSOs, PHP shall give prompt notice thereof in writing to Network Lead or HSO 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.
- C. Network Lead will require each HSO to indemnify, and hold PHP harmless from any and all losses, damages or liability, including reasonable attorney's fees and costs of enforcement, which may be suffered by PHP arising out of any breach by the HSO of the HSO's contract with the Network Lead or the negligence or other unlawful conduct of the HSO.
  - i. PHP covenants, in case any claim or demand is asserted against him/her/it which may result in liability to its HSOs, PHP shall give prompt notice thereof in writing to Network Lead and the HSO and shall cooperate in the investigation of any such claim or the defense of any such action arising therefrom.

- ii. Notwithstanding the foregoing, an HSO’s liability as articulated in the Network Lead-HSO Contract shall be limited to the total payments it has received for Pilot Services from the PHP during the duration of this Agreement.
- D. PHP and Network Lead understand and agree that the Department does not assume liability for the actions of, or judgments rendered against either party, their employees, agents or subcontractors. Further, PHP and Network Lead understand and agree that there is no right of subrogation, contribution or indemnification against the Department for any duty owed to PHP by Network Lead or its HSOs or any judgement rendered against the Network Lead or its HSOs.

**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 to anyone 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 that 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 PHP, it shall be sent to the following Contract Administrator:  
\_\_\_\_\_
  - ii. If notice is to Network Lead, it shall be sent to the following Contract Administrator: \_\_\_\_\_
- D. It is both Parties’ 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. PHP and Network Lead are responsible for complying with all amendments and other changes that may be issued relating to this Agreement.
  - 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 Department shall provide notice to the other Party of such relevant amendments pursuant to the Department’s contract with each Party, and this Agreement shall be deemed amended to conform in all respects thereto thirty (30) Days following such notice by the Department, without notice or any further act by either Party.

**14. Amendments**

- A. Neither Party shall amend this Agreement except as required by the Department.

- B. Amendments required by the Department shall take effect upon signature by both Parties.

### 15. Assignment

- A. Upon advance written request and approval by the Department, Network Lead or PHP 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 the surviving entity's assets.
- B. 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 identified sections of the PHP-Department and Network Lead-Department Contracts;
    - a. The component of the PHP-Department Contract that is incorporated into this Agreement is limited to Section V.8.g. Enhanced Case Management Pilots to Address Unmet Health-Related Needs, as amended, and any Attachments referenced therein.
    - b. 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.
    - c. Amendments to the PHP-Department and Network Lead-Department Contracts shall be considered integrated and binding upon the Party that is not the subject of the relevant Department contract forty-five (45) Days following the Department informing the Party of such amendments.
  - iii. Addenda to this 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 program contracts, controlling contracts 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 contract exceeds the minimum requirements of the other contracts:

- i. PHP-Department Contract
  - ii. Network Lead-Department Contract
  - iii. This Agreement (PHP-Network Lead Contract)
  - iv. Network Lead-HSO Contracts
- C. These documents constitute the sole and entire contracts 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 this 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 this Agreement shall remain in full force and effect.

## 19. Independent Contractors

- A. 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 PHP or the Department.
- B. In the performance of its obligations under this Agreement, PHP 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.
- 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 this Agreement, Network Lead and PHP shall maintain commercial insurance coverage of such type and with such terms and limits consistent with each Party's contract with the Department.
- B. Network Lead shall require its HSOs to maintain commercial insurance coverage, at the HSO's sole cost and expense, of such type and with such terms and limits as may be

reasonably associated with the Network Lead-HSO Contract. At a minimum, Network Lead shall require its HSOs shall provide and maintain the following coverage and limits:

- i. **Worker's Compensation** - HSOs 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 HSOs' employees who are engaged in any work under the Network Lead-HSO Contract. If any work is sublet, HSOs shall require the subcontractor to provide the same coverage for any of their employees engaged in any work under the Network Lead-HSO Contract.
- ii. **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.
- iii. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired, and non-owned vehicles, used relating to the Network Lead-HSO Contract. 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.
- iv. **Requirements** - Providing and maintaining adequate insurance coverage is a material obligation of HSOs and is of the essence of this Agreement and the Network Lead-HSO Contract. 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. Network Lead shall confirm that HSOs remain in compliance 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 HSOs shall not be interpreted as limiting HSOs' liability and obligations under the Network Lead - HSO Contract or this 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 that 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: Pilot Service Descriptions
- B: Pilot Service Fee Schedule
- C: Business Associate Agreement

**Attachment A: 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>Housing Navigation and Support</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> <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> </ul> </li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>▪ Obtaining furniture/commodities to support stable housing</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 Enrollee's circumstances. Costs for services provided must be commensurate with a vendor's scope of activities.</p>

**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**

Category	Information
Service Name	Home Accessibility and Safety Modifications
Service Description	<p>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).</p>

**Healthy Home Goods**

Category	Information
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>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 style="list-style-type: none"> <li>• Grocery stores</li> <li>• Farmers markets</li> <li>• Mobile markets</li> <li>• Community-supported agriculture (CSA) programs</li> <li>• Corner stores</li> </ul> <p>A voucher transaction may be facilitated manually or electronically, depending on the most appropriate method for a given food retail setting. 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> <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>

<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>.

	Pilot transportation services will not replace non-emergency medical transportation as required in Medicaid.
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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>                      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</p>

	<p>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 individual that can provide legal representation and/or additional legal support with non-Pilot resources.</p>

**Attachment B: 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>13</sup>
Home Accessibility and Safety Modifications	Cost-Based Reimbursement Up to A Cap	Up to \$10,000 per lifetime of waiver demonstration <sup>14</sup>
Healthy Home Goods	Cost-Based Reimbursement Up to A Cap	Up to \$2,500 per year
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>15</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> </ul>

<sup>13</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>14</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.

<sup>15</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>

Healthy Opportunities Pilots Fee Schedule		
Service Name	Unit Of Service/Payment	Rate or Cap
		<ul style="list-style-type: none"> <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>16</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> <ul style="list-style-type: none"> <li>Completion of 3 classes: \$31.02</li> <li>Completion of 3 additional classes (6 total): \$72.42</li> </ul> </li> </ul>
Fruit and Vegetable Prescription	Cost-Based Reimbursement Up to A Cap	Up to \$210 per month <sup>17</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>

<sup>16</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.

<sup>17</sup> The HSO that coordinates the Fruit and Vegetable Prescription service will receive \$5.25 per person served in a given month.

Healthy Opportunities Pilots Fee Schedule		
Service Name	Unit Of Service/Payment	Rate or Cap
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>18</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
Linkages to Health-Related Legal Supports	15 minute interaction	\$25.30

<sup>18</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.

**Attachment C: Business Associate Agreement****BUSINESS ASSOCIATE ADDENDUM**

This Agreement is made effective the \_\_\_ day of \_\_\_\_\_, 201\_\_, by and between \_\_\_\_\_ (name of Prepaid Health Plan) (“Covered Entity”) and \_\_\_\_\_ (name of Healthy Opportunities Network Lead) (“Business Associate”) (collectively the “Parties”).

**1. BACKGROUND**

- a. Covered Entity and Business Associate are parties to the Healthy Opportunities Pilot Program Prepaid Health Plan (“PHP”) – Healthy Opportunities Network Lead (“Network Lead”) Agreement (the “Contract”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

**2. DEFINITIONS**

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103.
- b. “HIPAA” means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as modified and amended by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5. “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- c. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164.
- d. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- e. “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- f. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or the person to whom the authority involved has been delegated.
- g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

**3. OBLIGATIONS OF BUSINESS ASSOCIATE**

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards and comply, where applicable, with subpart C of 45 C.F.R. Part 164 with respect to electronic protected

health information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
  - d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information. The Vendor shall report all suspected and confirmed privacy/security incidents or privacy/security breaches involving unauthorized access, use, disclosure, modification, or data destruction to the DHHS Privacy and Security Office at <https://www.ncdhhs.gov/about/administrative-divisions-offices/office-privacy-security> within twenty-four (24) hours after the incident is first discovered. If the privacy or security incident involves Social Security Administration (SSA) data or Centers for Medicare and Medicaid Services (CMS) data, the Vendor shall report the incident within one (1) hour after the breach is first discovered. At a minimum, such privacy and security incident report will contain to the extent known: the nature of the incident, specific information about the data compromised, the date the privacy or security incident occurred, the date the Vendor was notified, and the identity of affected or potentially affected individual(s). During the performance of this contract, the Vendor is to notify the DHHS Privacy and Security Office of any contact by the federal Office for Civil Rights (OCR) received by the Vendor. In addition, the Vendor will reasonably cooperate with DHHS Divisions and Offices to mitigate the damage or harm of such security incidents.
  - e. Business Associate agrees, in accordance with 45 C.F.R. § 164.502(e)(1) and § 164.308(b)(2), to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
  - f. Business Associate agrees to make available protected health information as necessary to satisfy Covered Entity's obligations in accordance with 45 C.F.R. § 164.524 and within 10 days of the Covered Entity's request.
  - g. Business Associate agrees to make available Protected Health Information for amendment and incorporate any amendment(s) to Protected Health Information in accordance with 45 C.F.R. § 164.526 and within 10 days of the Covered Entity's request.
  - h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
  - i. Business Associate agrees to make available the information required to provide an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 4. PERMITTED USES AND DISCLOSURES**
- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:

- 1) would not violate the Privacy Rule if done by Covered Entity; or
  - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that:
- 1) the disclosures are Required By Law; or
  - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- d. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

## 5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
- 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
  - 2) Immediately terminate this Agreement, to the extent permissible by law; or
  - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- c. **Effect of Termination.**
- 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  - 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or

destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

- 3) Termination of this Agreement shall not automatically constitute termination of the Contract; the Contract shall be terminated only in accordance with the termination provisions of the Contract. Notwithstanding the foregoing, in the event this Agreement is terminated, the Covered Entity shall cease providing Protected Health Information to the Business Associate, even if such Protected Health Information is required to be provided under the Contract.

**6. GENERAL TERMS AND CONDITIONS**

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.

**PHP (Entity Name):** \_\_\_\_\_

\_\_\_\_\_

PHP Contact Name

\_\_\_\_\_

PHP Contact Signature

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

**Network Lead (Entity Name):** \_\_\_\_\_

\_\_\_\_\_

Network Lead Contact Name

\_\_\_\_\_

Network Lead Contact Signature

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

**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.

**PHP (Entity Name):** \_\_\_\_\_

\_\_\_\_\_

PHP Contact Name

\_\_\_\_\_

PHP Contact Signature

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

**Network Lead (Entity Name):** \_\_\_\_\_

\_\_\_\_\_

Network Lead Contact Name

\_\_\_\_\_

Network Lead Contact Signature

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