REQUEST FOR APPLICATIONS NC Transition Bridging Team Project 2017-DMA-001

RFA Posted	August 9, 2016						
Questions Due	Thursday August 8, 201	6					
Applications Due	August 29, 2016 Septen	nber 14, 2016					
Anticipated Notice of Award	Sept 9, 2016 September 29, 2016						
Anticipated	September 9, 2016- Aug	gust 31, 2018					
Performance Period	October 1, 2016- Septer	mber 30, 2018					
Service	Transition Services (Tir	Transition Services (Time-limited transition support and consultation)					
Issuing Agency	Division of Medical Assistance						
E-mail Applications and Questions to	Diane Upshaw	Email	dma.bringing@dhhs.nc.gov				

THIS REQUEST FOR APPLICATIONS (RFA) advertises the Division's need for the services described herein and solicits applications offering to provide those services pursuant to the specifications, terms and conditions specified herein. All applications received shall be treated as offers to contract. If the Division decides to accept an application, an authorized representative of the Department will sign in the space provided below. Acceptance shall create a contract that is effective as specified below.

THE UNDERSIGNED HEREBY SUBMITS THE FOLLOWING APPLICATION AND CERTIFIES THAT: (1) he or she is authorized to bind the named Contractor to the terms of this RFA and Application; (2) the Contractor hereby offers and agrees to provide services in the manner and at the costs described in this RFA and Application; (3) this Application shall be valid for 60 days after the end of the application period in which it is submitted.

To Be Completed By Contractor:

Contractor Name:	Catchment Area # (see p.5):
Contractor's Street Address:	E-Mail Address:
City, State & Street Address Zip:	Telephone Number:
Name & Title of Authorized Representative:	DUNS Number:
Signature of Authorized Representative:	Date:

Unsigned or Incomplete Applications Shall Be Returned Without Being Reviewed

NOTICE OF AWARD/FOR NC DHHS USE ONLY: Application accepted and Contract # awarded							
on The Contract shall begin on, and shall terminate on							
Bv:							
,	Signature of Authorized Representative	Printed Name of Authorized Representativ	e Title of Authorized Representative				

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1.0 INTRODUCTION

Through this Request for Applications (RFA), the NC Department of Health and Human Services ("DHHS" or "the Department") is launching the *Transition Bridging Team initiative* ("Bridging Team" or "Team"). Through this two year initiative, the Department seeks to collaborate with selected Local Management Entity-Managed Care Organizations (LME-MCOs) in improving and evaluating the transition experience of select individuals transitioning out of Psychiatric Residential Treatment Facilities (PRTFs) and state developmental center specialty programs.

1.1 PURPOSE

Money Follows the Person (MFP) is a Medicaid Demonstration Project that assists eligible individuals in transitioning from qualified long-term care facilities into their homes and communities with appropriate support. As a demonstration project, MFP also examines and works to improve functions, processes and expectations related to quality transition practices. More information on North Carolina's Money Follows the Person Demonstration Project (NC MFP) is available at: http://www2.ncdhhs.gov/dma/MoneyFollows/

As described in the Background section, NC MFP is sponsoring this RFA to address the lack of coordination at the time of transition for behaviorally complex individuals with developmental disabilities.

In an effort to better address the needs of targeted, transitioning individuals, the Department shall pilot a *Transition Bridging Team* concept to implement and evaluate the efficacy of certain transition-related interventions.

Managed by selected LME-MCOs, the Transition Bridging Teams will support identified individuals who experience a dual diagnosis of intellectual and developmental disabilities (I/DD) and serious behavioral challenges and are transitioning out of a PRTF or the state's Development Center Specialty Programs and into community settings consistent with the *Home and Community-Based Services* Final Rule. While the level of Bridging Team involvement may vary, the Team will provide intensive, "hands on," time-limited oversight and technical assistance to community-based support networks. Essential functions of the Bridging Team are outlined in Appendix C, while applicable timeframes are outlined in Appendix D.

1.2 BACKGROUND

For the past several years, NC MFP has supported behaviorally complex individuals with I/DD to transition out of NC's State Developmental Centers and PRTFs). As a result, NC MFP directly experiences the challenges in ensuring *true* continuity and linkage to integrated community-based options for this population. Advised by its partners within the Local LME-MCOs, Division of Medical Assistance (DMA), Division of Mental Health (DMH) and Division of State Operated Health Facilities (DSOHF), MFP has identified particular issues in ensuring:

- 1. Adequate and continuous access to community-based behavioral health supports, including pre-transition planning and post-transition technical assistance;
- 2. Effective community-based staff training on behavioral health support needs and strategies;
- 3. Effective collaboration with local school systems (as relevant) to ensure behavioral support strategies are applicable and effectively applied within the school;
- 4. Individuals who experience I/DD and behavioral health support needs have meaningful opportunities to become engaged, contributing members to their communities.

To better ensure continuity of care during times of transition, MFP also recognizes transition planning requires deliberate overlap, with community-based resources actively engaging in pre-transition training and planning. However, despite increased attention to this approach, community-based services cannot always comply with this preferred practice, resulting in spotty and inadequate staff training and gaps in service continuity.NC MFP's transition experience also reveals the need for a more intensive "hands on" period for clinical and staffing consultation and assistance immediately following the transition.

2.0 ELIGIBILITY

Transition Bridging Team funding is available to approved LME-MCOs. Bridging Team services shall be available in the selected LME-MCO's catchment area. All LME-MCOs, including those currently participating in the System of Care pilot initiative, are eligible to apply.

3.0 AWARD INFORMATION

The Department has appropriated \$750,000.00 from the MFP Rebalancing Funds (state funding) for the two year Transition Bridging Team initiative. The number of projects funded is contingent on funding availability and based on the projected two-year budget of applicants that meet criteria outlined in this RFA. Applications will be reviewed and ranked according to the evaluation criteria outlined in Section 13.0.

As part of the application process, applying LME-MCOs must submit a budget summarizing the attributed costs for developing and managing a Bridging Team and complying with the terms outlined in this RFA. Applicants should complete the Budget Table provided in Attachment A.

As noted in Section 5.0 under Bridging Team Design Expectations, LME- MCOs must commit an identified, full-time care coordinator to serve as the care coordinator to individuals who utilized the Team's services. This commitment will serve as the MCO's in kind contribution to this effort. To augment funding available through this RFA, LME-MCOs are strongly encouraged to identify internal, organizational resources as needed and reflect any additional in kind contribution in Attachment A.

3.1 SOURCE OF FUNDS AND PASS THROUGH REQUIREMENTS

Up to \$750,000 will be awarded to and distributed among successful applicant(s) over the course of two years. Funds will be awarded to the applicant(s) with most effective plan and realistic budget. Number of application(s) funded will depend on budget requests based on most effective plan for the Bridging Project. NC DHHS' intends that a successfully implemented project can be customized and replicated by other LME-MCOs.

This initiative results from the Money Follows the Person Demonstration Grant and is being funded with the NC MFP's Rebalancing Fund.

4.0 DEFINITIONS, ACRONYMS AND ABBREVIATIONS

- Behavioral Health Local Management Entity/Managed Care Organization (LME-MCO): For the purposes of this RFA, LME-MCOs, refers to the network of behavioral health Prepaid Inpatient Health Plans (PIHPs) contracted with NC DHHS to manage identified services for individuals with Intellectual/Developmental Disabilities, Mental Health and/or Substance Addiction. The LME-MCO network includes those organizations identified at this link: http://www.ncdhhs.gov/providers/lme-mco-directory
- Bridging Team Members: the staff or contractors identified by the Vendor to provide the Bridging Team functions outlined in Appendix C. The designated care coordinator, required in Section 5.0, is also a Bridging Team member.
- **Care Coordination:** Care coordination functions and responsibilities are outlined in §6.11, *Coordination of Care*, of the Department's contract between Division of Medical Assistance and each Behavioral Health LME-MCO.
- Centers for Medicare and Medicaid Services (CMS): The federal Medicaid administrative agency.
- CMS Home and Community-Based Services Final Rule: Recent federal regulation now governing the living arrangements allowable under Medicaid waiver programs. For additional information on the HCBS Final Rule, please visit: <u>https://www2.ncdhhs.gov/hcbs/</u>
- **Department of Health and Human Services (NC DHHS):** The North Carolina state agency responsible for the oversight and management of Medicaid services and programs. NC DHHS also holds contracts with North Carolina's behavioral health MCOs. DHHS is also referred to the Department in this RFA.
- **Division of Medical Assistance (DMA):** North Carolina's Medicaid administration agency, managed under the NC Department of Health and Human Services. DMA is also referred to the Division in this RFA.
- Division of Mental Health, Developmental Disability and Substance Abuse (DMH): North Carolina's administering agency for state-funded behavioral health, I/DD and substance abuse services. DMH is under the NC Department of Health and Human Services.
- **Division of State Operated Health Facilities (DSOHF):** North Carolina's administering agency for publicly managed long-term care facilities including state developmental centers, state psychiatric hospitals and state nursing facilities.

- Eligible "transitioning individual," "participating individual" or "participant:" An individual who has an Intellectual/Developmental Disability and history of behavior complexities, who is transitioning out of a Psychiatric Residential Treatment Facility, a state developmental center specialty program or other approved facility and to a living arrangement that satisfies CMS Home and Community Based Services Final Rule. An individual receiving Bridging Team support **may not** also participate in System of Care initiatives. An individual is considered to be participating in the Project upon enrollment prior to the transition and for one year after transition date.
- Early, Periodic Screening, Diagnostic and Treatment (EPSDT): Early and Periodic Screening, Diagnosis and Treatment is a federal law that mandates all medically necessary health care services be provided to Medicaideligible children. Even if a service is not covered under the NC Medicaid State Plan, it can be covered for recipients less than 21 years of age if the service is listed at 1905(a) of the Social Security Act and if all EPSDT criteria are met.
- Facility-Level Services-for the purposes of this RFA, facility level services constitutes: Intermediate Care
 Facilities for People with Intellectual/Developmental Disabilities; State Developmental Centers, including specialty
 programs; State or private psychiatric hospitals; PRTFs; psychiatric placement/admission within an acute care
 facility; incarcerations resulting in the individual being dis-enrolled from Medicaid-funded services.
- Innovations/1915(c) waiver: North Carolina's home and community-based waiver program for people with intellectual and developmental disabilities who meet waiver criteria.
- Intellectual and Developmental Disability: Intellectual disability is a disability characterized by significant limitations both in intellectual functioning and adaptive behavior as expressed in conceptual, practical and social skills. The condition originates before the age of 18. Persons with closely related conditions refers to individuals who have a severe chronic disability that meets ALL of the following conditions and is attributable to cerebral palsy or epilepsy or any other condition, other than mental illness, that is closely related to intellectual disability because this condition results in impairment of general intellectual functioning or adaptive behavior similar to intellectually disabled persons:
 - 1. It is manifested before the person reaches age 22
 - 2. It is likely to continue indefinitely
 - 3. It results in substantial functional limitations in three or more of the following areas of major life activity:
 - a. Self-care (ability to take care of basic life needs for food, hygiene and appearance)
 - b. Understanding and use of language (ability to both understand others and to express ideas or information to others) and to express language (ability to both understand others and to express ideas or information to others either verbally or nonverbally)
 - c. Learning (ability to acquire new behaviors, perceptions and information, and to apply experiences to new situations)
 - d. Mobility (ambulatory, semi-ambulatory, non-ambulatory)
 - e. Self-direction (managing one's social and personal life and ability to make decisions necessary to protect oneself)
 - f. Capacity for independent living (age appropriate ability to live without extraordinary assistance)
- **Involuntary discharge/termination:** A Bridging Team participant is involuntarily discharged from his/her primary community-based support provider when the provider discharges the participant after providing appropriate notice to participant of its intent to do so. A service discharge/termination initiated by the participant or his/her representative does not constitute an involuntary discharge/termination.
- LME-MCO Catchment Area: The counties covered by the applying LME-MCO, as specified in its contracts with NC DHHS.
- North Carolina Money Follows the Person Demonstration Project (MFP or NC MFP): A time-limited, Medicaid demonstration project that assists eligible Medicaid beneficiaries to transition out of qualified facilities and back into their own homes and communities with appropriate waiver supports.
- NC-START: Model provides prevention and intervention services to individuals with developmental disabilities and complex behavioral needs through crisis response, training, consultation, and respite. The goal is to create a support network that is able to respond to crisis needs at the community level.
- **Participation Year**: the year following the transition of an individual participating in the Bridging Team pilot. The individual shall be considered enrolled in the Bridging Team pilot for the duration of the Participation Year, though Team activities or supports may not be required for the full term.
- Phase Out/Phase Out Date: The process of fading Bridging Team Supports to the extent that Team members are no longer providing active supports or consultation to the participating individual or his supports. The Close Out Date indicates the date the individual is no longer considered part of the Bridging Team's active 15 person

case load. Bridging Teams may "reactivate" at any point as needed throughout the participant's participation year.

- Psychiatric Residential Treatment Facilities (PRTF): provide non-acute inpatient facility care for NC Medicaid beneficiaries under 21 years of age, and NC Health Choice (NCHC) beneficiaries' ages 6 through 18 years of age who have a mental illness or a substance use disorder and need 24-hour supervision and specialized interventions.
- **Recidivism:** Returning to a facility-based service during the Participation year under any circumstance that is not funded as institutional respite. Hospitalizations for the purpose of physical health or acute care episodes shall not be considered to constitute recidivism.
- Specialty Programs: Specialty Programs include: Behaviorally Advanced Residential Treatment (BART), which serves young adult males with developmental disability diagnoses and extreme behavior problems; Specialized Treatment for Adolescents in a Residential Setting (STARS), which serves adolescents, ages 13 through 17, who have a dual diagnosis (developmental disability and mental illness); Partners in Autism Treatment and Habilitation (PATH), which serves children, ages 6 to 16, with autism spectrum disorder and serious behavioral challenges; and Therapeutic Respite Addressing Crisis for Kids (TRACK), which serves children ages 5 through 17 who have moderate to profound intellectual disabilities and/or autism spectrum disorders and are in an emergency crisis situation.
- **State Funded Services:** For the purpose of this contract, state-funded services are non-Medicaid services that are funded with state appropriations and managed by the Department or the responsibility of the State.
- Transition Coordination or Transition Coordinator: A person who is designated and supervised by the Contractor as responsible for coordinating the community resources that will be needed by Participant who is transitioning back into the community.
- **Utilization Management:** The process of evaluating the necessity, appropriateness, and efficiency of behavioral health care services against established guidelines and criteria.
- Warm Handoff: The process of ensuring that transitioning/transitioned individuals and their supports are informed in advance to any change to their point of contact/point of coordination related to the transition, care coordination function or Bridging Team activity and that individuals assuming these responsibilities are introduced to the person her supports prior to the transfer in responsibilities occurring. A warm handoff also requires that there to be adequate knowledge transfer to ensure that the transfer of responsibilities does not disrupt or confuse services.

5.0 SCOPE OF WORK

Overarching Intent and Expectation

The overarching intent of the Transition Bridging Team project is to apply and evaluate interventions that are anticipated to better meet the transition-related support needs of identified individuals who experience a dual diagnosis of I/DD and serious behavioral challenges *and* are transitioning out of a PRTF or the state's Development Center Specialty Programs and into community settings consistent with CMS' *Home and Community-Based Services* Final Rule.

Bridging Team Design Expectations

- Transition Bridging Team activities shall be coordinated through the identified contractor's LME-MCO(s) and work closely with the LME-MCO's care coordination/transition coordination functions. While LME-MCOs have flexibility in developing the Transition Bridging Team model, the Bridging Team shall have the capacity to meet the essential functions and timelines outlined in Appendix C and Appendix D.
- Applicants shall describe its overarching Bridging Team design as part of its work plan, referenced in Attachment E. Selected contractors are expected to then follow proposed design.
- The LME-MCO and the Bridging Team shall have the clinical discretion to determine when regularly-scheduled, post-transition Bridging Team activities can be "closed out" for a participating individual. Bridging Team services shall be available to any participating individual during the individual's participation year.
- LMEs-MCOs must commit an identified, full-time care coordinator to serve as the care coordinator to individuals
 who utilize the Team's services. This commitment will serve as the MCO's in kind contribution to this effort and
 must be in place 30 business days after the contract's effective date. LME-MCOs shall have the latitude to
 determine if any transition coordinator function is separate or integrated into the care coordinator's
 responsibilities.

Expectations related to Alignment with Other Available Services and Utilization Management:

The purpose of the Bridging Team is to coordinate and provide continuity when other services are not otherwise available. Bridging Teams are not intended to replace clinically appropriate services that the individual is eligible to receive. Bridging Teams are intended to ensure quality linkage to these services; ensure transition-related gaps in coverage are addressed and provide technical assistance to direct support staff, families and other service entities during the transition period. Specifically,

- 1. Services must include those functions outlined in Appendix C and the timeframes outlined in Appendix D.
- 2. The direct activities of the Bridging Team are not required to go through the utilization review process.
- 3. Services provided by the Bridging Team shall not supplant a service **utilized** under the NC Medicaid State Plan, NC 1915 b/c waiver or through state funds.
- 4. Billable services recommended by the Bridging Team shall follow current utilization management processes.
- 5. Services provided by the Bridging Team shall not supplant what is available through EPSDT.

Bridging Team Participation in Transitions Outside the Vendor's catchment area.

Transitioning individuals may elect to transition to a county outside the contractor's designated catchment area. If the individual will continue to be served by the LME-MCO contractor upon transition, the Bridging Team shall remain available to the individual and all expectations outlined within this RFA apply.

If the transition will result in another LME-MCO assuming responsibility for the individual, the Bridging Team and designated care coordinator shall coordinate a "warm handoff" to the receiving LME-MCO. Activities shall include:

- i. Engaging the 'receiving' LME-MCO care coordinator in the pre-transition process upon confirming the individual/representative's decision to transition out of the contractor's catchment area if the transition will result in a change to the individual's Medicaid county of origin.
- ii. Providing pre-transition technical assistance as outlined in Appendices C and D to the transition team, including community-based staff who participate in the planning process.
- iii. Providing the receiving LME-MCO with information about the Participant.
- iv. Draft an agreement outlining the pre- and post-transition duties of both the originating and receiving transition coordination entities and provide copies of the signed agreement to the Participant, Transition Team, and DMA. The agreement shall specify the Participant's needs in transitioning from one entity to another and shall also include the name of the person who will:
 - 1. Secure all necessary items and services outlined in the transition plan;
 - 2. Serve as the point of contact on the day of the Participant's transition; and
 - 3. Conduct pre- and post-transition activities, including the scheduling of pre-transition meetings and conducting post-transition follow along.
- v. Facilitate the exchange of information among the receiving transition coordination entity and DMA to ensure that pre- and post-transitions activities are completed in a timely and effective manner. Documents to be shared include, but are not limited to, medical records, case notes, transition and planning documents, original referral, housing documents, relevant correspondence between the Contractor and community services providers or Transition Team, and any other document that either entity deems relevant to the Participant's transition;
- vi. Clearly identify how receiving entity will participate in pre-transition decision making if not otherwise responsible for the transition;

Population Served by the Bridging Teams

Bridging Team(s) must be available to *any eligible individual* within the LME-MCO's catchment area, as defined in the Definitions section of this RFA.

LME-MCOs may elect to utilize Bridging Team(s) with other individuals outside the targeted facilities with prior written approval from DMA.

Individuals who return to a facility in a manner that meets the "recidivism" definition may be re-enrolled in Bridging Team Activity if the individual begins transition activity again and continues to meet the criteria for Bridging Team interventions.

Internal Management of Bridging Team Activities

- Bridging Team activity is intended to be time-limited, resulting in a rotating case load. The maximum case load for a Bridging Team at any given point shall not exceed 15 individuals, without prior written approval of DMA designated staff.
- Vendor shall have the latitude to develop its process for managing the utilization of the Bridging Team, including:
 - o Identifying team members required for each specific transition and enrollment process;
 - Scheduling team member activities;
 - Establishing crisis response protocols for participating individuals and Bridging Team;
 - Establishing communication protocols;
 - Establishing the specific timelines for team member involvement both prior to a transition and after a transition, so long as applicable expectations outlined in Appendix C and D are met.

Adherence to Project Work plan

- Contractor is responsible for meeting all requirements outlined in this RFA related to work plan development and
 management; reporting and participation in evaluation and other activities. RFAs will be selected in part on the
 quality and completeness of the work plan submitted.
 - Upon contract execution, LME-MCO may revise its work plan to better address the intent of the Bridging Team or to streamline internal process, so long as changes remain aligned with intent of the Bridging Team and the terms of this RFA.
 - Vendor shall discuss changes to its work plan with contract liaison prior to the changes being executed, providing the rationale for the changes.

Adherence to Submitted Budget

- Contractor is responsible for ensuring Bridging Team projected costs, are reflected in the applicant's budget worksheet. In addition, appropriately credentialed staff, as described in budget personnel section, shall be maintained throughout the contract period.
- Actual costs must remain at or below projected costs.
- Line-items revisions to the project costs are allowable with prior written approval from DMA.

Partnering with Transitioning Individuals and their Supports

Bridging Teams are intended to be supportive, person-centered resources to transitioning for individuals, their families, service providers and other supports.

- Vendor shall ensure that individuals and their families/representatives be informed of Bridging Team availability in a manner outlined in the Vendor's work plan.
- Bridging Team members shall not conduct or recommend interventions that compromise the dignity, clinical information or the human rights of participating individuals.
- Bridging Team members shall adopt a holistic, tailored approach to interventions, incorporating person or supportspecific context and dynamics into any intervention used or recommended.
- Contractors have the latitude to determine communication protocols between Bridging Team and the individual and/or supports. Any protocol must ensure participating individuals and their supports have a clear understanding of how to access crisis support and urgent technical assistance after hours.

5.1 PROGRAMMATIC REQUIREMENTS AND PRIORITIES

As stated in the Purpose, Transition Bridging Teams will support identified individuals who experience a dual diagnosis of I/DD and serious behavioral challenges and are transitioning out of a PRTF or the state's Development Center Specialty Programs and into community settings consistent with the *Home and Community-Based Services* Final Rule. While the level of Bridging Team involvement may vary, the Team will provide intensive, "hands on," time-limited oversight and technical assistance to community-based support networks. Essential functions of the Bridging Team are outlined in

Appendix C, while applicable timeframes are outlined in Appendix D. Additional specifications are detailed within this RFA.

Applicant eligibility for this RFA is specified in Section C 2.0

The Bridging Team project's timeframe will be two years, including all functions, activities and reporting specified within this RFA.

All Bridging Team activities must comport with design and framework requirements as outlined in this RFA. Additionally, the contractor shall adhere to the budget and work plan submitted as part of the application.

5.2 CONTRACTOR RESPONSIBILITIES

- Contractor shall establish, orient and manage the Transition Bridging Team and this Contract in accordance with expectations outlined in this RFA and in a manner that is consistent with other contract agreements between the Department and the Contractor.
- Contractor agrees to have Team operational within 30 days of the contract's execution, including having a care coordinator identified and in place.
- Contractor agrees to attend a two-hour in-person "launch" meeting to be set by the Division and held within 30 days of the contract's execution. Launch meeting will be held in Raleigh.
- Contractor agrees to quarterly briefing calls in a manner determined by the Division, at a time jointly set by Bridging Team Contractors and the Division, in order to brief Division staff on Bridging Team activities, including current progress and challenges experienced.
- Contractor agrees to participate in the Department's evaluation of the Bridging Team Project as outlined in Performance Standards and Expectations.

5.3 PERFORMANCE STANDARDS AND EXPECTATIONS

MFP-sponsored initiatives are designed to pilot identified concepts/interventions and evaluate the efficacy of identified interventions. Performance Standards for the Transition Bridging Project constitute complying with all activities and deliverables as outlined in this RFA. Transition Bridging Team activities will be evaluated to analyze the efficacy of the Bridging Team intervention under the following domains:

- Participating Individual/Family Satisfaction with Bridging Team supports, including but not limited to:
 - o Did the participant or family/guardian know the Bridging Team was available?
 - Did the participant or family/guardian feel the Team was responsive to requests for technical assistance?
 - Did the participant or family/guardian find the technical assistance provided useful?
- Evaluation of Bridging Project's recidivism rate.
- Evaluation of Emergency Department utilization by individuals participating in the Bridging Team pilot.
- Evaluation of Involuntary Discharge/termination of individuals participating in the Bridging Team pilot from community-based services.
- Evaluation of re-integration into community-based education (if applicable) and participation in community life.

5.4 **REPORTING REQUIREMENTS**

- A. DMA will provide any necessary reporting templates to the Contractor within ten (10) business days of contract's execution date.
- B. Monthly Reporting Requirements
 - a. Contractor shall provide monthly status reports, using a template provided by DMA, which will outline Contractor activity/progress on activities outlined in the work plan and with individual Bridging Team participants.

- b. Elements of monthly reports shall include participant-specific summarized detail of both pre and post transition activity and Team interventions. Reporting detail shall include but is not limited to:
 - i. Names and status of individuals who are enrolled in Bridging Team project, including summary of team interventions.
 - ii. Name and contact information for person's authorized representative
 - iii. Recidivism data as specified by DMA
 - iv. Change in residential status
 - v. Summarized incident data
 - vi. Synthesis of lessons learned and other analysis related to the Team's efficacy.
- c. By the fifteenth (15th) of each month, the Contractor shall report on activities of the prior month and submit the following items to DMA as part of its invoicing process:
 - i. Tracking activity of each Bridging Team participant, using a template provided by NC DHHS. Tracked items include, but are not limited to:
 - 1. Participant's enrollment data (name, Medicaid ID number, date of enrollment).
 - 2. Interventions used by Bridging Team, categorized by transition phase and intervention type.
 - 3. Data specified in Appendix F, *Preliminary Evaluation Measures*.
 - 4. Summary narrative outlining general activities performed by the Bridging Team, key themes identified, lessons learned, and general feedback on Project.
- C. Ad hoc Reporting Requirements:
 - a. Contractor shall submit ad hoc reports required under this contract, including those as part of evaluation activities or also requested by the Department.
 - b. Division shall work with contractors to establish reasonable deadlines for all ad-hoc reports but deadlines will be no less than five business days after initial, written request is made.
 - c. Root cause "look back" analyses, identified in Appendix F, shall be submitted within 10 business days of the episode.
- D. Quarterly Reporting Requirements:
 - a. Contractor agrees to quarterly briefing calls as outlined in Contractor Responsibilities.
- E. Annual Reporting Requirements:
 - a. Contractor agrees to attend and provide a 20 minute report on activities and "lessons learned" at the MFP November Roundtable, which occurs in Raleigh.
 - b. Contractor is responsible for coordinating all travel.

5.5 OTHER CONTRACTOR REQUIREMENTS

The care coordinator, serving as lead care coordinator for Bridging Project participants, shall meet all credentials as specified in the Department's primary contract with the Contractor.

5.6 CONTRACTOR QUALIFICATIONS AND CAPACITY

Qualified Applicants for this RFA are limited to Behavioral Health LME-MCOs in good standing with the Department. Bridging Team members are expected to meet the credentials outlined in Appendix C. Care coordinator shall meet all credentials as specified in the Department's primary contract with the Contractor.

6.0 **DIVISION RESPONSIBILITIES**

The Division of Medical Assistance shall:

- Monitor the Contractor's performance through reporting and communication mechanisms outlined within this RFA.
- Reimburse the Contractor as described in "Reimbursement" below.
- Provide all reporting templates to the Contractor within 10 business days of the contract's execution date.
- Provide technical assistance as needed or as requested to comply with the terms of this contract.

6.1 **PERFORMANCE OVERSIGHT**

Division and Contractor shall hold quarterly contract briefings at a mutually agreeable time, arranged by MFP staff. In each of these meetings, the Division and Contractor will assess the Contractor's progress and identify both positive trends and any difficulties experienced in supporting Participants to transition or in meeting the terms of the contract.

If the Division determines that the Contractor's inability to comply with the terms of the contract can be addressed or remediated through changes in the Contractor's practices, the Division may require the Contractor to develop a corrective action plan for addressing areas of noncompliance.

In addition to quarterly briefings, the Division will assess Contractor's performance 30 days prior to the end of the first year and provide written feedback on the Contractor's first year performance to inform the Contractor's approach to activities performed in the second year.

The Division may elect to terminate this contract if it determines the Contractor cannot adequately satisfy the terms of this contract for any reason.

7.0 TERM OF CONTRACT, OPTIONS TO EXTEND

The performance period for the successful applicant begins upon execution of an awarded contract and ends two years after the original execution date.

8.0 BUDGET

The Applicant shall submit a proposed Bridging Team Budget, utilizing the budget worksheet provided in Attachment A.

- i. RFA applicants will be selected in part based on clarity and reasonableness of proposed budget.
- ii. Budget must cover both years of the Project.
- iii. Funding authorized for Bridging Team activities will not exceed amount proposed in the RFA.

The RFA line item budget shall constitute the total cost to the Division for complete performance in accordance with the requirements and specifications herein, including all applicable expenses such as administrative cost. Contractor shall not invoice for any amounts not specifically allowed for in the line item budget of this RFA.

The Contractor shall use the template in ATTACHMENT A: Line Item Budget to create the Line Item Budget and Budget Narrative. The Contractor shall not use any other tables or forms, nor modify the contents of any of the shaded cells in this template.

All costs provided in Line item budget must be firm and fixed for the duration of the contract, which is intended to last for 2 years.

9.0 INVOICING AND REIMBURSEMENT

1. Activities provided under this contract must be separate and distinct from any activities for which the Contractor receives or seeks reimbursement through it capitated or state-funded payments.

2. The contractor shall submit a monthly invoice for based on expenditures by the 15th of the month for services rendered the month prior. The Contractor's invoice shall be on the Contractor's letterhead and shall incorporate an invoice template that the Division shall provide within 10 business days of the Contract's execution date.

10.0 THE APPLICATION PROCESS

The following is a general description of the process by which agencies or organizations will be selected to complete the goal or objective.

- 1) RFAs are being sent to prospective agencies and organizations and posted on the RFA web site.
- 2) Written questions concerning the RFA specifications will be received until the date specified on the cover sheet of this RFA. A summary of all questions and answers will be posted on the RFA web site.
- 3) The applicant will submit an e-copy to dma.bridging@dhhs.nc.gov.
- 4) Applications will be received from each agency or organization. The original must be signed and dated by an official authorized to bind the agency or organization.

- 5) All applications must be received by the funding agency not later than the date and time specified on the cover sheet of the RFA. Faxed applications will not be accepted.
- 6) At that date and time the applications from each responding agency and organization will be logged in.
- 7) At their option, the evaluators may request additional information from any or all Contractors for the purpose of clarification or to amplify the materials presented in any part of the application. However, agencies and organizations are cautioned that the evaluators are not required to request clarification: therefore, all applications should be complete and reflect the most favorable terms available from the agency or organization.
- 8) Applications will be evaluated according to completeness, content, experience with similar projects, ability of the agency's or organization's staff, cost, etc. The award of a grant to one agency and organization does not mean that the other applications lacked merit, but that, all facts considered, the selected application was deemed to provide the best service to the State.
- 9) Agencies and organizations are cautioned that this is a request for applications, and the funding agency reserves the unqualified right to reject any and all applications when such rejections are deemed to be in the best interest of the funding agency.

11.0 GENERAL INFORMATION ON SUBMITTING APPLICATIONS

1) Award or Rejection

All qualified applications will be evaluated and awards made to those agencies or organizations whose capabilities are deemed to be in the best interest of the funding agency. The funding agency reserves the unqualified right to reject any or all offers if determined to be in its best interest. Selected contractors will be notified by email within 15 business days of the RFA submission deadline.

2) Decline to Offer

Any agency or organization that receives a copy of the RFA but declines to make an offer is requested to send a written "Decline to Offer" to the funding agency. Failure to respond as requested may subject the agency or organization to removal from consideration of future RFAs.

3) Cost of Application Preparation

Any cost incurred by an agency or organization in preparing or submitting an application is the agency's or organizations sole responsibility; the funding agency will not reimburse any agency or organization for any pre-award costs incurred.

- <u>Elaborate Applications</u> Elaborate applications in the form of brochures or other presentations beyond that necessary to present a complete and effective application are not desired.
- 5) Oral Explanations

The funding agency will not be bound by oral explanations or instructions given at any time during the competitive process or after awarding the grant.

6) Reference to Other Data

Only information that is received in response to this RFA will be evaluated; reference to information previously submitted will not suffice.

7) <u>Titles</u>

Titles and headings in this RFA and any subsequent RFA are for convenience only and shall have no binding force or effect.

8) Form of Application

Each application must be submitted on the form provided by the funding agency, which will become the funding agency's Performance Agreement (contract).

9) Exceptions

All applications are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions. The attachment of other terms and condition by any agency and organization may be grounds for rejection of that agency or organization's application. Funded agencies and organizations specifically agree to the conditions set forth in the Performance Agreement (contract).

10) Advertising

In submitting its application, agencies and organizations agree not to use the results therefrom or as part of any news release or commercial advertising without prior written approval of the funding agency.

11) Right to Submitted Material

All responses, inquiries, or correspondence relating to or in reference to the RFA, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the agency or organization will become the property of the funding agency when received.

12) Competitive Offer

Pursuant to the provision of G.S. 143-54, and under penalty of perjury, the signer of any application submitted in response to this RFA thereby certifies that this application has not been arrived at collusively or otherwise in violation of either Federal or North Carolina antitrust laws.

13) Agency and Organization's Representative

Each agency or organization shall submit with its application the name, address, and telephone number of the person(s) with authority to bind the agency or organization and answer questions or provide clarification concerning the application.

14) Subcontracting

Agencies and organizations may propose to subcontract portions of work provided that their applications clearly indicate the scope of the work to be subcontracted, and to whom. All information required about the prime grantee is also required for each proposed subcontractor.

15) Proprietary Information

Trade secrets or similar proprietary data which the agency or organization does not wish disclosed to other than personnel involved in the evaluation will be kept confidential to the extent permitted by NCAC TO1: 05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL." Any section of the application that is to remain confidential shall also be so marked in boldface on the title page of that section.

16) Participation Encouraged

Pursuant to Article 3 and 3C, Chapter 143 of the North Carolina General Statutes and Executive Order No. 77, the funding agency invites and encourages participation in this RFA by businesses owned by minorities, women and the disabled including utilization as subcontractor(s) to perform functions under this Request for Applications.

17) Contract

The Division will issue a contract to the recipient of the grant that will include their application.

18) Federal Certifications

The State Auditor and Office of State Budget and Management shall have access to persons and records as a result of all contracts or State financial assistance entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or State financial assistance or political subdivisions.

Please be advised that successful Contractors may be required to have an audit in accordance with G. S. 143-6.2 as applicable to the agency or organization's status. Also, the contract may include assurances the successful Contractor would be required to execute when signing the contract. Agencies or organizations receiving Federal funds will be required to execute a Consolidated Federal Certification form (as applicable). Private not for profit agency contracts will also include a conflict of interest policy statement.

12.0 APPLICATION CONTENT AND INSTRUCTIONS

Applications shall include the following:

- 1. A cover letter, signed by the LME-MCO's legally authorized signatory and on the applicant's letterhead, outlining why the applicant chose to apply. Cover letter shall include:
 - a. Explanation of why applicant is applying for Transition Bridging Team RFA.
 - b. Evidence of demonstrated need for Bridging Team interventions in applicant's catchment area.
 - c. Explanation of why applicant is suitable candidate, including demonstrated experience with target populations and any organizational goals and objectives the applicant anticipates addressing through the Bridging Project.
- 2. Pages 2-10 of this RFA.
- 3. The Applicant shall submit a proposed work plan as part of the application process.
 - a. Work plans shall be double spaced and use 12 point font and shall be no more than 15 pages, excluding any diagrams and tables, Diagrams to illustrate workflow concepts are appreciated. Both diagrams and tables may be attached as appendices are excluded from 15 page limit.
 - b. Work plans will serve as Contractor's framework upon award of Contract.

- c. Required work plan elements are outlined in Appendix E.
- 4. The Applicant shall submit a proposed Bridging Team Budget, utilizing the budget worksheet provided in Attachment A. RFA applicants will be selected in part based on clarity and reasonableness of proposed budget.
 - a. Budget must cover both years of the Project.
 - b. Funding authorized for Bridging Team activities will not exceed amount proposed in the RFA.
- 5. Bonus: letters of support from community organizations, individuals and families, schools, providers or other stakeholders reflecting support for the applicant's applications.
- 6. Submit complete Application, including signature of authorized representative, to Diane Upshaw (dma.bridging@dhhs.nc.gov) no later than 5:00 p.m. on August 29, 2016 September 14, 2016.

13.0 EVALUATION CRITERIA AND SCORING

PHASE I: INITIAL QUALIFYING CRITERIA

The applicant's proposal must meet all of the following Phase I application acceptance criteria in order to be considered for further evaluation. Any proposal receiving a "no" response to any of the following qualifying criteria shall be disqualified from consideration.

ITEM	APPLICATION ACCEPTANCE CRITERIA	RFA Section	YES	NO
1	Was the application received by the deadline specified in the RFA?			
2	Applicant proposal includes all required affirmative statements, assurances and certifications signed by the contractor's			
	responsible representative, as described in Appendix A of the RFA			
3	Included in those certifications, the applicant states that it is not excluded from entering into a contract with DHHS/State			
	due to restrictions related to the federal debarment list, etc.			
4	Applicant meets eligibility requirements as stated in Section 2.0			
5	Applicant meets the minimum Qualification Requirements as described in Section 5.6			

PHASE II: CRITERIA FOR SCORING PROPOSAL/APPLICATIONS

Qualifying application proposals will be collectively scored by the proposal review team. All qualified applications will be evaluated and awards made based on the following criteria considered, to result in awards most advantageous to the State. Applications will be scored on the content, quality, and completeness of the responses to the items in the scope of work and to how well each response addresses the following core factors. DHHS will consider scores, organizational capacity, and distribution among catchment areas, and variety of quality improvement plans in determining awards. Please note that Contractors not meeting the eligibility requirements or any of the minimum or mandatory requirements as stated in Phase I will not be scored.

Evaluation Criteria	Score (Each section with be evaluated on a scale of 1-10, with 10 being best score. There are a total of 30 possible points with a bonus of 10 points for Total Score of 40).
Applicant evidence of demonstrated need through cover letter, Work Plan (appendix E. 1. c.)	
Applicant's proposed work plan is clear, consistent with the Bridging Team's objectives and reflects a coherent approach to operationalizing Bridging Team activities. Applicant's budget reflects reasonable costs, consistent with	
proposed structure and the service and geographic context.	
Bonus: Applicant demonstrated collaboration with other community partners through documented feedback from regional NC START program and other community partners.	
Total Score	

ATTACHMENT A LINE ITEM BUDGET AND BUDGET NARRATIVE

Budget Category	Specifications	Function and Designation		Year 1 Grant Request	Year 1 In-Kind (optional)	Year 1 Total	Year 2 Grant Request	Year 2 In- Kind (optional)	Year 2 Total	Total Grant Request	Total Grant In- Kind
Bridging Team functions staffing— Salary expense	Please identify specific function outlined in Appendix C that is expensed on this line.	Team Function	Staff only (if using Contractors complete contract expense								
	Expenses should be clearly aligned	Medical	below.)								
	to proposed model outlined in Work plan.	Behavioral									
		Educational									
		Community									
_	I	Sect	ion Subtotal								
Bridging Team functions	Please identify specific function	Team Function	Staff only (if using								
staffing— Fringe benefit	outlined in Appendix C that is expensed on	Medical	Contractors complete contract								
expense	this line. Expenses should	Behavioral	expense below.)								
t	be clearly aligned to proposed model outlined in	Educational									
	Work plan.	Community									
	1	Sect	ion Subtotal								
Bridging Team functions –	Please identify specific function outlined in Appendix C that	Team Function	Staff or Contractor (please indicate)								

Budget Category	Specifications	Function and Designation		Year 1 Grant Request	Year 1 In-Kind (optional)	Year 1 Total	Year 2 Grant Request	Year 2 In- Kind (optional)	Total	Total Grant Request	Total Grant In- Kind
Contractor Expense	is expensed on this line. Expenses should	Medical									
	be clearly aligned to proposed	Behavioral									
	model outlined in Work plan.	Educational									
		Community									
		Sect	ion Subtotal								
ravel expenses for Bridging Team Members (includes travel to planning meetings, post-transition follow up meetings, additional trainings, etc. required by MCO). Travel expenses incurred shall not exceed the rates published in the applicable State rules.	idging Team embers includes includes includes includes invel to anning eetings, inst-transition low up eetings, lditional ininings, etc. quired by CO). Travel penses curred shall it exceed the tes iblished in e applicable ate rules.										
Travel Expenses to MFP Roundtable	Please provide logic/details used for proposed expense:										

Budget Category	Specifications	Function and Designation	Year 1 Grant Request	Year 1 In-Kind (optional)	Year 1 Total	Year 2 Grant Request	Year 2 In- Kind (optional)	Year 2 Total	Total Grant Request	Total Grant In- Kind
(mileage and hotel costs)										
Bridging Team Member Supplies (office supplies, mobile phone)	Please provide de	tails for proposed expense:								
Bridging Team Equipment (computers, printers, etc.)	Please provide de	tails of proposed expense:								
Bridging Team Expenses for Outreach to Families, etc. (brochures or other materials, letters, etc.)	Please provide de									
Bridging Team Other Expense:	Please provide de	tails of proposed expense:								
Bridging Team Other Expense II:	Please provide de	tails of proposed expense:								
Bridging Team Other Expense III:	Please provide de									
Care Coordinator	Please affirm your expectation that Ll care coordinator a participants here:	In-Kind			In-Kind					
		TOTALS								

APPENDIX A

TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Division.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the Division. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The Division shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by the Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Division and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Division and Contractor that any such person or entity, other than the Division or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the Division, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this contract to the extent permitted by law.

Default and Termination

Termination Without Cause: The Division may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the Division shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Division, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foreaoina provision, the Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Contractor's breach of this agreement, and the Division may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Division from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the Division may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the Division of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the Department and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Division.

Force Majeure: 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 by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the Division. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the Division determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Division may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Division. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the Division's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered. During the performance of this contract, the contractor is to notify the Division contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the Division or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved. whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it. or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating the validity, construction, to interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Division and the Contractor. The Purchase and Contract Divisions of the NC Department of Administration and the NC Department of Health and Human Services shall give prior approval to any amendment to a contract awarded through those offices.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Division. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the Division for loss of, or damage to, such property. At the

termination of this contract, the Contractor shall contact the Division for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

APPENDIX B

CERTIFICATIONS AND ASSURANCES

- 1. State Certifications
- 2. Data Protection
- 3. Business Associate Addendum
- 4. Reporting Requirements

State Certifications Contractor Certifications Required by North Carolina Law

Instructions

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes can be found online at:

- Article 2 of Chapter 64: <u>http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf</u>
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: <u>http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter 143/GS 143-48.5.html</u>
- G.S. 143-59.1: <u>http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf</u>
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter 143/GS 143-59.2.pdf
- G.S. 147-33.95(g): <u>http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_147/GS_147-33.95.html</u>

Certifications

- (1) **Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g)**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: <u>www.uscis.gov</u>
- (2) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
 - (b) [check **one** of the following boxes]
 - \Box Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
 - The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (3) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (4) The undersigned hereby certifies further that:
 - 1. He or she is a duly authorized representative of the Contractor named below;
 - 2. He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - 3. He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name			
Signature of Contractor's Authorized Agent		Date	
Printed Name of Contractor's Authorized Agent	Title		
Signature of Witness		Date	
Printed Name of Witness	Title		

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

Data Protection

The requirements of this section apply to all data that the Business Associate may create, receive, maintain, or transmit on DMA's behalf under the terms of this contract. The requirements apply regardless of the Business Associate's status as a HIPAA covered entity.

General Provisions

Business Associate agrees to maintain DMA claims data separately from other data sources in order to ensure data integrity and maintain data security. DMA information is confidential "protected health information" that may be used and disclosed only in accordance with Division of Medical Assistance (DMA), DHHS, State, and federal laws and regulations, including the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), and its implementing regulations, 45 CFR Parts 160, 162, and 164, including the Omnibus Rule. Data should be maintained in keeping with the requirements of the HIPAA and 256-bit encryption must be used for data in transit.

Furthermore, all information listed in N.C.G.S § 14-113.20(b) as "identifying information" such as social security numbers, employer taxpayer identification numbers, drivers license numbers, and any other numbers or information that can be used to access a person's financial resources, may be used and disclosed only in accordance with the NC Identity Theft Protection Act, N.C.G.S. § 75-60 through 65 and N.C.G.S. § 132-1.10. The Business Associate, its employees, agents, and contractors must protect all such information against theft and misuse at all times: in storage, while in use, and in transit.

The parties agree that for data that is created, received, maintained, or transmitted for the purposes of fulfilling the terms of this contract, DMA has the role of the covered entity under HIPAA and the data owner under NC ID Theft law N.C.G.S. § 75-65(a). The Business Associate does not own the data, but "maintains" or "possesses" the data under the provisions of N.C.G.S. § 75-65(b). The Business Associate shall not take any independent action to notify oversight agencies such as the US Secretary of Health and Human Services or the NC Attorney General's office, or the individuals involved. Any recipient notification or notification of oversight agencies shall be performed directly by DMA or with the approval of DMA. Though the Business Associate may generate a suggested draft, the language of the recipient letter shall be determined and approved by DMA.

Notification of DMA

The Business Associate agrees to notify the DMA when a security or privacy incident takes place. A security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, see 45 CFR 164.304. A privacy incident means an event in which there is *reason to suspect* a breach under HIPAA, that is, the acquisition, access, use, or disclosure of protected health information in a manner not permitted under 45 CFR 164 subpart E (Privacy of Individually Identifiable Health Information) which compromises the security or privacy of the protected health information.

The Business Associate shall report to DMA as soon as practical but no later than 24 hours after the discovery of the suspected security incident or privacy incident. The initial report may consist of general information, with more detail to follow as the investigation continues. The requirement to notify DMA is satisfied by notifying the NC DHHS Office of Privacy and Security at: <u>http://www.ncdhhs.gov/pso/</u>.

Risk Assessment and Recipient Notification

When a privacy or security incident has occurred, the Business Associate shall:

• notify DMA immediately, but no later than 24 hours;

- provide detailed information, providing complete and accurate answers to questions from DMA within 1 business day unless otherwise agreed upon by both DMA and the Business Associate;
- investigate the incident to determine what, if any, information was disclosed and provide this to DMA within 5 days
- complete a risk assessment within 5 business days of the event and make a preliminary assessment regarding the presence of significant risk of compromise to the data;
- provide a list of all recipients affected within 5 business days of the event;
- update DMA as more information becomes available;
- provide all additional information required by HIPAA (including 45 CFR 164.410) and NC Identity Theft statutes within 5 days of the event;
- perform action to mitigate the compromise of the data and harm to the individuals involved and report this to DMA within 10 days;
- determine the cause of the incident and perform remediation such as training, and policy/process changes to prevent these events in the future and report this to DMA within 10 days;
- pay all costs of notification or provide the notification, at the discretion of the DMA;
- promptly provide any information requested related to privacy/security issues to DMA and remediate problems raised by DMA staff.

Accounting of Disclosures

When it is concluded that the acquisition, access, use, or disclosure of protected health information in a manner not permitted under 45 CFR 164 subpart E (Privacy of Individually Identifiable Health Information) which compromises the security or privacy of the protected health information has taken place, the Business Associate shall send Sury Gundarapu the following information via secure email (portal here:

https://web1.zixmail.net/s/login?b=ncdhhs):

- Date of event
- Names and MIDs of the individuals involved
- Description of information disclosed
- Name, address, and phone number of the individual or entity to whom the data was disclosed

Designated Record Set

The Business Associate shall evaluate their records to identify the records that qualify as a Designated Record Set as defined in 45 CFR 164.501 and required in 45 CFR 164.524 and shall give this information to DMA upon request. The Business Associate shall provide copies of records and allow amendments when required by the HIPAA Privacy Rule (45 CFR 164.526). Copies of records shall be given to DMA within 5-10 business days of the request. There shall be no supplemental charge for these processes.

Policies

The Business Associate shall comply with NC ITS Security standards Chapter 13 (Detecting and Responding to IS Incidents,

http://it.nc.gov/document/statewide-information-security-manual

as well as the DHHS Privacy and Security Information Incident Management Policy Privacy: <u>https://www.ncdhhs.gov/about/administrative-divisions-offices/office-privacy-security</u>

Security (Chapter 10):

http://info.dhhs.state.nc.us/olm/manuals/dhs/pol-80/man/Security Manual.pdf

The Off-Site Storage Security Standard (<u>https://security.dhhs.state.nc.us/files/Polices-Standards/Off-Site-Storage-Standard.pdf</u>)

The Business Associate shall comply with all DHHS Privacy and Security Policies http://info.dhhs.state.nc.us/olm/manuals/dhs/pol-80/man/ (http://info.dhhs.state.nc.us/olm/manuals/dhs/pol-80/man/) including the HIPAA Breach Notification for Unsecured PHI policy.

Data Destruction

Section 5c of the attached business associate agreement contains provisions regarding the return or destruction of PHI after the end of this agreement. The Business Associate agrees to notify DMA in writing of the disposition of the data (usually destruction, though other options may be considered as per the BAA) when this project is completed.

<u>Record Retention</u>: Records shall not be destroyed, purged, or disposed of without express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years followings the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involved this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. Records involved in Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the ____ day of _____, 201__, by and between _____ (name of Division, Office or Institution) ("Covered Entity") and ______ (name of contractor) ("Business Associate") (collectively the "Parties").

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled (identify contract) (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of the North Carolina Department of Health and Human Services (the "Department") that has been designated in whole or in part by the Department as a health care component for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule.
- d. 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 heath 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.
- c. "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).
- d. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164.
- e. "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.
- f. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- g. "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.
- h. 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 as required by 45 C.F.R. § 164.410.
- 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.
- 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.
- 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 and services provided by Business Associate, 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 and services provided by Business Associate, 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.

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.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

PLEASE PRINT NAME

SIGNATURE

Date

Reporting Requirements:

Recipients that receives, holds, uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year shall adhere to reporting requirements. The Division has determined that this is a contract for financial assistance with a Public Entity. Local governmental agencies are subject to N.C.G.S. § 159-34, annual independent audit; rules and regulations, OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and N.C.G.S. § 143C-6-22, use of state funds by non-state entities. If subgranting is allowable, a nongovernmental subgrantee is subject to the reporting requirements described below:

- 1. Provide a certification that State financial assistance received or held was used for the purpose for which it was awarded.
- 2. Provide an accounting of all State financial assistance received, held, used, or expended.
- 3. Report on activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.

All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three months after the end of the recipient's fiscal year.

<u>APPENDIX C:</u> Transition Bridging Team Required Activities

Team Function	Re	equired Activities	Notes
Behavioral Support	•	 Clinical authority to develop/modify person-centered behavioral support plan for the transition period. Working with transition coordinator and care coordination functions to ensure appropriate mental health service representatives are "at the table" prior to transition. Facilitate behavioral support training for community-based direct support staff and families as applicable. Provide ongoing technical assistance to staff and families, including participating in staff meetings, planning meetings and phone calls as necessary. Ensure permanent community-based behavioral health services are effectively briefed on support needs and are in place. Be available to collaborate with school staff as needed. 	 To promote community-capacity building, Bridging Teams are not intended to be "crisis first responders" but shall be available by phone to help coach staff and families through the established Crisis Plan as needed. Required Professional Credentials: Licensed clinical psychologist; or a licensed psychological associate; NOTE: Certified Behavioral Analyst or Associate Certified Behavioral Analyst may be used for appropriate functions so long as working under proper supervision.
Medical	•	Emphasis on ensuring medical needs related to behavioral health are effectively assessed and integrated into the transition planning process, working directly with the individual's community-based primary care clinicians and specialists as necessary to ensure participant is receiving adequate and appropriate care.	Required Professional Credentials: RN with two years of psychiatric experience.
Educational	•	Education function on Team is only required if participating individual is school age. Ensure transitioning individual is effectively integrated back into the public education system. Work with individual, families and identified school system in developing initial IEP. Briefing/TA to school-based staff including teachers, school-based clinicians, etc.	 Team member should have demonstrated experience with IEP process. Required Professional Credentials: No less than a <i>Standard Professional 2</i> Professional Educator's License.
Community Life	•	Experience in supporting high need individuals to build community-relationships. Providing technical assistance to supported employment providers, day providers and direct support staff and others as needed for the person to build strength-based community relationships.	Demonstrated experience in developing community-based relationships, networks and opportunities for dually diagnosed individuals.

	Pre Transition	Day of Transition	Post Transition Intensive	Post Transition Phase Out
Timeline	Up to 90 days prior to estimated transition date	Day of Transition	Day of Transition to 90 Days Post Transition	91 Days to 1 Year Post Transition
Bridging Team Engagement/Key Activities	Participates in transition planning meetings. Works with person, family (as applicable) and facility staff to develop competency in understanding person's support needs. Works with identified community- based services to develop staff training goals.	Works with transition/care coordinator to ensure all critical linkages to services and staff training and support planning is in place and understood by community-based staff.	Participates in individual's service planning meetings. Provides staff training and technical assistance as needed and as identified in the transition plan. Ensures community-based services within Bridging Team's scope are working effectively. Revises support plans as needed. Is available for afterhours consultation/coaching as needed for crisis prevention and effective linkage to community first responders.	The length of the Post Transition Phase Out period will depend on the specific individual and circumstance, and shall be determined by the Bridging Team and LME-MCO. Ensures warm handoff between ongoing supports within the Bridging Team's scope and person/family/residential provider has occurred, including any necessary documentation and relevant knowledge transfer. Is prepared to re-engage with individual/team as needed if changes occur.

Appendix D: Bridging Team Engagement Timelines

Appendix E: Transition Bridging Team Required Work Plan Components

- 1. The Work Plan shall address each element listed below, using the section header title provided in parentheses:
 - a. An overview describing LME-MCO's proposed Bridging Team model. (Header: Overview). Overview shall include:
 - i. Description of the anticipated staffing structure applicant intends to use for each function of the Bridging Team (e.g. contractors or MCO staff; full time-part time), and applicant's intended oversight structure for Bridging Team activities.
 - ii. A narrative that illustrates the Bridging Team's intended approach to partnering with and supporting participating individual and their supports through the transition process, including support before and after the transition.
 - iii. Any intent to leverage existing service structures sponsored by the MCO or otherwise available to the target population in developing the Bridging Team.
 - b. Anticipated employment status (e.g. full-time staff, part-time staff, contractor) of each Team member and required credentials (Header: Credentials and Employment Status)
 - i. If the applicant's proposed credentials are **modified** from those outlined in Appendix C, the LME-MCO shall explain its logic.
 - c. Projected number of individuals who will utilize Bridging Team and logic used for developing projection (Header: Projected Utilization)

Anticipated Participants within Identified Facilities	Year 1: Estimated Enrollment Number	Year 1: Enrollment Estimate Rationale	Year 2: Estimated Enrollment Number	Year 2: Estimated Rationale
PRTF				
Developmental				
Center Specialty				
Program				
Other identified				
individuals				
Description of Other		•	•	
Identified Individuals				
or Populations and				
Rationale for				
including.				

i. Projections shall be reflected in table form, including, at minimum the following data points:

- d. Description of how eligible participants and their families will be notified of Transition Bridging Team opportunity and involvement (Header: Participant and Family Outreach)
- e. Description of how an eligible individual will enroll in the Bridging Project (Header: Enrollment)
- f. Description of how Team activity will be internally recorded and monitored, including which LME-MCO unit will be responsible for day-to-day oversight and if known, the name and credentials of the responsible unit manager. (Header: Recording and Monitoring)
- g. Description of internal communication structure that is or will be in place to ensure effective interdisciplinary collaboration between Bridging Team members, designated care coordinator and both MH and I/DD clinical staff (Header: Internal Communication)

- h. Description of those indicators the LME-MCO/Bridging Team will use to determine when it will phase out of active support to an individual (Header: Phase Out).
- i. A description of LME-MCO crisis response strategy for participating individuals, including after-hours emergencies (Header: Crisis Response).
- j. Description and timelines for responding to clinically indicated changes in services (e.g. How will urgent changes in services be assessed? Will review timeframes be expedited? Timeline for calling a team meeting after crisis) (Header: Team Responsiveness)
- Incorporating solicited feedback from NC START directors, MCOs shall describe how the Bridging Team will interface with NC START, to ensure coordination but not duplication of services. (Header: NC START)
- I. Preliminary sustainability strategy for continuing team model if model is demonstrated effective including determining factors for sustainability decision and any regional or organization- specific considerations that may impact sustainability. (Header: Sustainability).

Evaluation Topic	Sample Evaluation Question(s)	Evaluation Method	Evaluation Timeline
Participant and family/guardian satisfaction with Bridging Team supports.	 -Did the participant or family/guardian know the Bridging Team was available? -Did the participant or family/guardian feel the Team was responsive to requests for technical assistance? -What kind of support did the Bridging Team provide? -Did the participant or family/guardian find the technical assistance provided useful? 	DMA will reach out to 100% of participating individuals/or representatives to be surveyed by telephone in anticipation of achieving a 75% response rate.	Survey conducted one month following phase out date.
Evaluation of Bridging Project's recidivism rate	-What is the recidivism rate of individuals participating in the Bridging Project and how does it compare to comparable populations?	 LME-MCOs will track recidivism activity for all Bridging Team participants as part of monthly reporting. <i>Recidivism</i> is defined in RFA definitions. Anticipated evaluation measure: Numerator: Number of Bridging Team Participants who returned to facility in their participation year for the reporting period. Denominator: Number of total Transitioned Bridging Team participants in the reporting year. Benchmark data will be established using comparable populations such as MFP and other state-sponsored transition activities. 	LME-MCOs participating in Bridging Project will report data on schedule to be determined within 30 days of contract's execution date. Tracked and reported monthly on all transitioned individuals participating in Bridging Project through Participation year.
Emergency department utilization by individuals	What was the ED utilization rate for Bridging Team participants and how does it compare to comparable populations?	Collection method will be developed in conjunction with Transition Bridging Team awardees to align with existing methodologies	by NC DHHS. Evaluated annually by NC DHHS.

Appendix F: Preliminary Evaluation Measures

participating in the Bridging Team project. Involuntary	LME-MCO will conduct a root cause "look back"	under LME-MCO contract and to minimize the need for additional data collection.	As required.
discharge/termination of individuals participating in the Bridging Team pilot from community-based services.	analysis using a tool jointly developed and available 30 days after the contract begins.	monthly reporting requirements. LME-MCOs will any report change in status look back analysis conducted during reporting period. <i>Involuntary discharge/termination</i> is defined in RFA.	
Outcome measures related to quality of integration into the education system and community life.	Community Life: (Extracted from the NCI Family Survey): Do you [your family member/ward] take part in community activities? School Reintegration: Did identified school staff know about the Transitions Bridging Project? Did your staff use supports available through the Transitions Bridging Project? What Bridging Team interventions did your staff utilize? Using Likert scale, staff will rank the usefulness of Bridging Team interventions to assisting participating students to reintegrate into the classroom.	Three surveys will be conducted to evaluate these measures. The first (Baseline) will be conducted by LME-MCO/Bridging Team representative as part of discharge planning process. The Second and Third survey will be conducted by NC DHHS staff to Bridging Team participant or family/guardian representative. Survey questions extracted from existing tools where possible.	Staff will attempt to survey 100% of Bridging Team participants, with anticipation of 75% participation. Survey timeframes are listed below 1. Baseline (pre- transition, conducted by LME-MCO/ Bridging Team representative and provided in monthly report. 2. Second (3 rd month post transition, conducted by NC DHHS staff) 3. Third (12 month post transition, conducted by NC DHHS staff).