FOURTH AMENDMENT
TO AGREEMENT FOR PROVISION OF
RECUPERATIVE CARE SERVICES
BETWEEN
COUNTY OF ORANGE
AND
«CONTRACTOR_NAME_»
JULY 1, 2017 THROUGH DECEMBER 31, 2020

THIS FOURTH AMENDMENT TO AGREEMENT entered into this 1st day of July 2019, is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and «CONTRACTOR_NAME_» a «CONTRACTOR_BUSINESS_STATUS» (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as "Parties." This Third Amendment, Second Amendment, First Amendment, and original Agreement shall continue to be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H:

WHEREAS, on the «ORGIN_EFFECT_DAY» day of «ORIGIN_EFFECT_MONTH», «ORIGIN_EFFEC_YEAR», COUNTY and CONTRACTOR entered into that certain Agreement for the provision of Recuperative Care Services, including certain direct patient care and administrative support functions of the WPC Pilot Program described herein for the period of July 1, 2017 through December 31, 2020; and

WHEREAS, on June 27, 2017, the Board of Supervisors authorized ADMINISTRATOR to increase the Agreement Maximum Obligation by an amount not to exceed $50,070, which is ten percent (10%) of the original amount for the first period of the Agreement; and

WHEREAS, on December 1, 2017, under the authority given by the Board of Supervisors on June 27, 2017, ADMINISTRATOR authorized an increase of the Agreement amount by $50,070 for Period One, revising the Maximum Obligation for Period One from $500,700 to $550,770, for a revised Total Maximum Obligation of $4,148,070; and

WHEREAS, on January 23, 2018, the Board of Supervisors authorized ADMINISTRATOR to increase the funding for this Agreement by $754,820 for additional Recuperative Care services, revising the Aggregate Maximum Obligation from $4,148,070 to $4,902,890, for the period July 1, 2017 through June 30, 2020; and

WHEREAS, on April 10, 2018, the Board of Supervisors authorized ADMINISTRATOR to increase the funding for this Agreement by $3,483,627 for additional Recuperative Care services for the

period July 1, 2017 through June 30, 2019, revising the Aggregate Maximum Obligation from $4,148,070 to $4,902,890, for the period July 1, 2017 through June 30, 2020; and

WHEREAS, on March 15, 2019, DHCS made available additional WPC funding to Lead Entities and COUNTY submitted a proposal which was accepted by DHCS on May 30, 2019; and

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of certain direct patient care and administrative support functions to the WPC Pilot Program described herein; and, desires to accept the additional funding and is agreeable to the rendering of such services pursuant to the terms and conditions hereinafter set forth;

WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained herein, COUNTY and CONTRACTOR do hereby agree as follows:

1. Page 4, lines 10 through 15 of the Agreement are amended to read as follows:

"**Aggregate Maximum Obligation:** $21,693,140

Period One Maximum Obligation:	$ 906,640
Period Two Maximum Obligation:	5,306,690
Period Three Maximum Obligation:	5,869,618
Period Four Maximum Obligation:	9,610,192
TOTAL MAXIMUM OBLIGATION:	$ 21,693,140"

2. Conflict of Interest Paragraph, is hereby added and inserted into the Agreement as Paragraph V with each subsequent paragraph hereby re-numbered accordingly, as follows:

"**V. CONFLICT OF INTEREST**

CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall apply to CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods and services provided under this Agreement. CONTRACTOR's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties."

3. Dispute Resolution Paragraph, is hereby added and inserted into the Agreement as Paragraph IX with each subsequent paragraph hereby re-numbered accordingly, as follows:

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"**IX. DISPUTE RESOLUTION**

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be brought to the attention of the COUNTY Purchasing Agency by way of the following process:

1. CONTRACTOR shall submit to the COUNTY Purchasing Agency a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Agreement, unless COUNTY, on its own initiative, has already rendered such a final decision.

2. CONTRACTOR's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Agreement, CONTRACTOR shall include with the demand a written statement signed by an authorized representative indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Agreement adjustment for which CONTRACTOR believes COUNTY is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Agreement, CONTRACTOR agrees to proceed diligently with the performance of services secured via this Agreement, including the delivery of goods and/or provision of services. CONTRACTOR's failure to proceed diligently shall be considered a material breach of this Agreement.

C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions.

D. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county. Nothing contained herein shall be construed to limit either party's right to commence legal action in a court of competent jurisdiction located in Orange County, California to enforce or interpret this Agreement within the applicable statute of limitations."

4. Subparagraphs B. and C. of Paragraph XVI. Maximum Obligation, are hereby amended as follows:

"B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten percent (10%) of the first twelve (12) months of funding for this Agreement.

C. At sole discretion of ADMINISTRATOR, ADMINISTRATOR may increase or decrease the Period One, Period Two, Period Three, and Period Four Maximum Obligations, provided the total of

these Maximum Obligations does not exceed the Total Maximum Obligation of COUNTY as specified in the Referenced Contract Provisions of this Agreement."

5. Exhibit A, Services Designation(s), is hereby deleted in its entirety and replaced with the following Exhibit A:

"EXHIBIT A
AGREEMENT FOR PROVISION OF
RECUPERATIVE CARE SERVICES
BETWEEN
COUNTY OF ORANGE
AND
«CONTRACTOR_NAME_»
JULY 1, 2017 THROUGH DECEMBER 31, 2020

I. SERVICE DESIGNATION(S)

A. CONTRACTOR agrees to provide the following Recuperative Care Services pursuant to the terms and conditions specified in this Agreement for provision of such services by and between COUNTY and CONTRACTOR as hereinafter indicated. CONTRACTOR and COUNTY may mutually agree, in writing, to add or delete services to be provided by CONTRACTOR.

Recuperative Care Services, General Provisions as specified in Exhibit B	Assisted Daily Living Recuperative Care Services as specified in Exhibit C	General Jail Release Population Recuperative Care Services as specified in Exhibit D	Jail Release Behavioral Health Services and Substance Use Disorder (Co-Occurring) as specified in Exhibit E	Jail Release Seriously Mentally Ill (SMI), Recuperative Care Services as specified in Exhibit F	Respite Care Services as specified in Exhibit G
«SRVC_DESIG_1»	«SRVC_DESIG_2»	«SRVC_DESIG_3»	«SRVC_DESIG_4»	«SRVC_DESIG_5»	«SRVC_DESIG_6»

B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Service Designation(s) Paragraph of this Exhibit A to the Agreement."

6. Exhibit B, Business Associate Contract, is hereby re-lettered as Exhibit H.

7. Exhibit C, Personal Information Privacy and Security Contract, is hereby re-lettered as Exhibit I.

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8. Exhibit B, General Recuperative Care Services, is hereby added and inserted into the Agreement as follows:

"EXHIBIT B
AGREEMENT FOR PROVISION OF
RECUPERATIVE CARE SERVICES
BETWEEN
COUNTY OF ORANGE
AND
«CONTRACTOR_NAME_»
JULY 1, 2017 THROUGH DECEMBER 31, 2020

GENERAL RECUPERATIVE CARE SERVICES

I. COMMON TERMS AND DEFINITIONS

A. The Parties agree to the following terms and definitions, and to those terms and definitions that, for convenience, are set forth, elsewhere in the Agreement.

1. "Activities of Daily Living" or "ADLs" means eating, bathing, dressing, toileting (being able to get on and off the toilet and perform personal hygiene functions), transferring (being able to get in and out of bed or chair without assistance), and maintaining continence (being able to control bladder and bowel functions).

2. "Beneficiary" means a person enrolled in Orange County's Managed Care Plan and meeting the Medi-Cal eligibility requirements set forth in the California's Medicaid State Plan based on the requirements set forth in Title XIX of the Social Security Act.

3. "CalOptima" means Managed Care Plan contracting with DHCS to administer the Medi-Cal Program in Orange County.

4. "Homeless Management Information System" or "HMIS" means the regional (Orange County) database of Participants and services providers that track service needs and usage for homeless individuals and those at risk of becoming homeless.

5. "Intermediary" means the organization, under a separate agreement, and any amendments thereto, with COUNTY, contracted to act as a fiscal intermediary for the purpose of reimbursing CONTRACTOR for Recuperative Care Services.

6. "Recuperative Care" or "Medical Respite Care" means short-term care and case management provided to individuals recovering from an acute illness or injury that generally does not necessitate hospitalization, but would be exacerbated by the individuals' living conditions (e.g., street, shelter, or other unsuitable places).

7. "Special Terms and Conditions" or "STCs" means the document (Number 11-W-00193/9), issued by the Centers for Medicare & Medicaid Services (CMS) to the DHCS (State), setting forth the

conditions and limitations on the State's 1115(a) Medicaid Demonstration Waiver, known as "Medi-Cal 2020." The document describes in detail the nature, character and extent of CMS involvement in the Waiver and the State's obligations to CMS. The Parties acknowledge that requirements in the STCs, including any official amendments or clarifications thereto, relating to the WPC Pilot Program shall be deemed as COUNTY's obligation to the State.

8. "Whole Person Care Pilot Program" or "WPC Pilot" or "WPC Program" means the specific program proposed by COUNTY and the WPC Collaborative in response to a Request for Applications released by State to address the specific requirements in the STCs commencing with STC 110, which allows for financial support to integrate care for a particularly vulnerable group of Beneficiaries who have been identified as high users of multiple systems and continue to have poor health outcomes.

9. "WPC Agreement" means the agreement between COUNTY and State for participation in the WPC Pilot Program effective for services provided November 29, 2016 through December 31, 2020, as it exists now or may hereafter be amended, describing how the WPC Pilot Program will be implemented in Orange County.

10. "WPC CalOptima Recuperative Care Agreement" means the Agreement between the COUNTY and CalOptima for reimbursement of Recuperative Care bed days.

11. "WPC Collaborative" means the group of community partners, public agencies or departments, and other organizations responsible who have agreed to come together to share financial knowledge, and human resources to collectively achieve the desired outcomes of the WPC Pilot Program.

12. "WPC Beneficiary" or "Participant" means a Beneficiary who is eligible to receive services provided by the WPC Program and has been identified as being homeless. For the purposes of the WPC Pilot, "being homeless" describes individuals or families who:

a. Lack a fixed, regular, and adequate nighttime residence; or,

b. Have a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or,

c. Are living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by federal, State, or local government programs for low-income individuals or by charitable organizations), congregate shelters, and transitional housing; or,

d. Reside in a shelter or place not meant for human habitation and is exiting an institution where he or she temporarily resided; or,

e. Otherwise meet the definition of 42 U.S. Code Sections 11302(a)(5), (6) or (b).

13. "WPC Participating Entity" means an organization, entity, or public agency or department that has agreed to have an active role in the WPC Pilot through agreements or memoranda of understanding with COUNTY acting as the Lead Agency for the WPC Pilot.

14. "WPC Steering Committee" means an advisory committee established in accordance with a directive from COUNTY's Board of Supervisors to provide high-level support, advocacy, and enablement for the WPC Pilot Project.

B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit B to the Agreement.

II. CONTRACTOR OBLIGATIONS

A. CONTRACTOR agrees that the overarching goal of the WPC Pilot Program is the coordination of health, behavioral health, and social services, as applicable, in a Participant-centered manner with the goals of improved beneficiary health and well-being through more efficient and effective use of resources.

B. Recuperative Care Services are acute and post-acute medical care for homeless persons who are too ill or frail to recover from physical illness or injury on the streets, but are not ill enough to require hospital or skilled nursing level care.

1. COUNTY understands that Recuperative Care programs often exist as partnerships between two or more organizations that together provide the clinical care, physical space, and supportive services. CONTRACTOR has identified its partners, if any, as subcontractors in Exhibit B to this Agreement. CONTRACTOR shall:

a. Provide a safe, stable and supportive place to recover from illness or injury.

b. In addition to providing medical oversight, facilitate connections to primary and behavioral health care.

c. Provide support services designed to secure housing and/or ensure readiness for housing placement.

C. CONTRACTOR shall provide the following services during each phase as available in consideration of the Participant's approved length of stay:

1. As part of the admission process, CONTRACTOR shall:

a. Upon arrival on the first day at the Recuperative Care facility, Participants shall be welcomed by CONTRACTOR's staff and provided with a written list of rules and expectations of the program as part of the intake process.

b. If a WPC Authorization is not already on file in WPC Connect for the Participant, CONTRACTOR shall work with the Participant to secure a signed WPC Authorization within three (3) days of the Participant's arrival into the Recuperative Care program.

2. **Phase 1** shall be services provided from the day of admission (Day 1) through and including Day 30, and shall include the following services. Depending on each Participant's unique circumstances, the Parties agree that services identified in Phase 2 below may be provided during Phase 1; and, further, services identified in Phase 1 may continue to carry over to Phase 2.

a. Medical Care Plan Coordination:

1) If the Participant is referred to CONTRACTOR from a hospital or skilled nursing facility, CONTRACTOR shall provide medical oversight of the discharge plan as provided by the referring facility. CONTRACTOR shall be available 24/7 to accept referrals from hospital emergency rooms, unless otherwise authorized in writing by ADMINISTRATOR. CONTRACTOR shall develop an initial care coordination plan with all referred Participants to include both physical and behavioral health issues as needed.

2) If the Participant is referred to CONTRACTOR from a community clinic or Behavioral Health Services provider, and CONTRACTOR agrees the Participant meets the medical necessity criteria for Recuperative Care, CONTRACTOR shall work with the referring facility to develop an initial care coordination plan, pending linkage with the Participant's primary care provider.

3) If the Participant is referred to CONTRACTOR from a shelter bed provider, and CONTRACTOR agrees the Participant meets the medical necessity criteria for Recuperative Care, CONTRACTOR shall develop an initial care coordination plan based on CONTRACTOR's assessment of the Participant, pending linkage with the Participant's primary care provider.

b. Medications:

1) When a Participant is referred from a hospital or skilled nursing facility, CONTRACTOR shall ensure that the Participant has sufficient medications and/or prescriptions, including psychiatric medication, needed for the initial thirty (30) calendar days in Recuperative Care until a linkage to a primary care provider can be established. Linkage to primary care provider shall occur within the first seven (7) business days of the Participant's admission.

2) When a Participant is referred from a provider that is not a hospital or skilled nursing facility, CONTRACTOR shall make their best effort to connect with the Participant's primary care provider and/or CalOptima for the Participant's medical history and developing a plan to obtain the appropriate medications for the Participant.

c. Linkage to Services:

1) Primary Care Provider: CONTRACTOR shall ensure the Participant is seen by their primary care provider, which may include helping the Participant to select a primary care provider. CONTRACTOR shall enlist the assistance of CalOptima when appropriate to help the Participant get timely access to care.

2) Behavioral Health Services:

a) If the Participant is linked to COUNTY's Behavioral Health Services (BHS), CONTRACTOR shall coordinate with BHS, including services that can be offered by CONTRACTOR, if any, to support the efforts of BHS while the Participant is receiving Recuperative Care Services. Any onsite program services shall be provided in coordination with BHS and overall treatment goals.

b) If the Participant is not currently linked to BHS; however, CONTRACTOR determines that an evaluation by BHS may be necessary, CONTRACTOR shall coordinate with BHS's Outreach & Engagement team to determine how the Participant's needs can best be met.

3) Substance Use Programs: CONTRACTOR shall coordinate with BHS for known or suspected substance use by Participants to ensure the most appropriate course of care can be provided while the Participant is receiving Recuperative Care Services.

d. CONTRACTOR shall provide transportation options to all Participants in the program. Participants will need support to get to primary medical care, behavioral health, housing and other supportive service appointments. CONTRACTOR shall provide bus passes, shared rides, or other viable forms of transportation to assist the Participant in making all supportive service appointments.

e. Participant Education: CONTRACTOR shall educate each Participant on the specifics of their medical and/or behavioral health issues and needs designed to prevent the need for future emergency room or inpatient hospital stays.

f. Linkage to Other Benefits: CONTRACTOR shall work to connect the Participant with other benefits including, but not limited to SSI, disability, veteran's benefits, and renewing/sustaining their Medi-Cal. This may include assisting the Participant in obtaining identification documents such as a state-issued identification, birth certificates, etc.

g. Housing Readiness: CONTRACTOR agrees to receive training on the coordinated entry system, including administering the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT) and all other Coordinated Entry System (CES) documentation. All incoming Participants will be screened for housing needs and entered into HMIS.

3. **Phase 2** shall be from Day 31 through and including Day 90. Depending on each Participant's unique circumstances, the Parties agree that services identified in Phase 2 below may be provided during Phase 1; and, further, services identified in Phase 1 may continue to carry over to Phase 2.

a. Discharge Planning: CONTRACTOR shall prepare a discharge plan for the Participant's discharge from Recuperative Care that shall be shared with the Participant, the Participant's primary care provider, and other providers involved in the Whole Person Care Plan of the Participant, as appropriate.

b. Community and Social Resources: CONTRACTOR shall connect the Participant to community and social resources and ensure they know how to navigate to those resources via public transportation as necessary.

c. Housing:

1) CONTRACTOR shall provide Participant education to ensure housing readiness and successful placement such as tenant/landlord education (i.e., How to be a good tenant, etc.).

2) CONTRACTOR shall connect the Participant with housing opportunities directly or through linkages to other community resources.

d. Family Reunification: If possible, CONTRACTOR shall facilitate the Participant's connection with family. BHS Outreach and Engagement can assist with homeward bound bus/train transportation as needed and while funds are available.

4. Exceptions to Phase I and Phase II services:

a. Periodically, COUNTY may authorize admission of Participants that have lower medical acuity than those typically authorized for admission. These Participants may have certain chronic conditions that if not controlled and/or monitored would require ER visit and/or hospitalization. Phase I and Phase II services above should certainly be provided; however, the urgency in getting the Participant "medically settled" in Phase I is not expected to be present for these Participants.

b. Medical Respite Care

1) A Participant may either enter Recuperative Care with a hospice order or may request a hospice order while in Recuperative Care. At such time, the Phase I and Phase II services, with the exception of aiding the Participant in meeting with their doctors or BHS team as needed; CONTRACTOR is not expected to provide other services identified, and shall work with the hospice team as appropriate.

2) Participants may enter Recuperative Care with an order for IV Chemo Therapy and are considered to have lower medical acuity such that the urgency in getting the Participant "medically settled" in Phase I is not expected to be present for these Participants. Phase II services should be provided as needed and/or necessary and as the Participant is able to participate in the services given their treatment regimen.

5. Low Medical Acuity Admissions:

a. ADMINISTRATOR may have need to admit a Participant to Recuperative Care to ensure required monitoring of a medical condition that, if left unmonitored, would result in a serious deterioration of the Participant's health.

b. The Parties agree that such WPC Beneficiaries should not be referred to CONTRACTOR with level of medical coordination required for a Participant with an acute medical need, and therefore the more intensive level of care in Phase I should not be required.

c. If CONTRACTOR determines that the Participant needs more of the intensive medical coordination usually provided during Phase I or Phase II, CONTRACTOR shall submit a written request to ADMINISTATOR documenting the need for a re-evaluation of the Participant and justification for additional reimbursement.

D. In providing Recuperative Care Services, CONTRACTOR shall follow the Standards for Medical Respite Care Programs issued by the National Health Care for the Homeless Counsel (https://www.nhchc.org/wp-content/uploads/2011/09/medical_respite_standards_oct2016.pdf) as those standards pertain to the intensity of Recuperative Care Services being provided by CONTRACTOR, and shall ensure, at a minimum, the following:

1. Space for Participants to rest and perform activities of daily living (ADLs) while receiving Recuperative Care which is habitable, promotes physical functioning, adequate hygiene, and personal safety. Participant space shall include, at a minimum, the following:

a. A bed available to each Participant for twenty-four (24) hours per day.

b. On-site showering facilities.

c. On-site or access to laundering facilities.

d. Access to secured storage for personal belongings.

e. Access to secured storage for medications if CONTRACTOR is not legally authorized to store/dispense medication.

f. At least three (3) meals per day.

g. If CONTRACTOR provides services in a congregate setting, CONTRACTOR shall maintain a twenty-four (24) hour staff presence, with staff trained at a minimum to provide first aid, basic life support services, and the ability to communicate to outside emergency assistance.

h. Written policies and procedures for responding to life-threatening emergencies.

i. Compliant with state and local fire safety standards.

j. Written code of conduct for Participant behavior.

k. Written plans, and staff trainings, on how to address the handling of alcohol, illegal drugs, unauthorized prescription drugs, and weapons, including strategies to maximize Participant and staff safety.

2. Follow applicable local and state guidelines and regulations related to hazardous waste handling and disposal, disease prevention, and safety. Written policies and procedures should address the following:

a. Safe storage, disposal, and handling of biomedical and pharmaceutical waste, including expired or unused medications and needles.

b. Managing exposure to bodily fluids and other biohazards.

c. Infection control and the management of communicable diseases, including following applicable reporting requirements.

d. Storage, handling, security, and disposal of Participant medications, if Participant medications are stored and/or handled by CONTRACTOR's staff.

3. Manage timely and safe care transitions to Recuperative Care from acute care, specialty care, and/or community settings.

a. Maintain clear policies and procedures for the screening and management of referrals into CONTRACTOR's Recuperative Care Program consistent with the intensity of services offered by CONTRACTOR as indicated in the standards and guidance established by the WPC Collaborative.

1) Admission criteria.

2) Review for clinical appropriateness.

a) Initial clinical determination for admission into Recuperative Care may be done by medical personnel of the referring facility or CONTRACTOR.

b) All admissions shall be subject to prospective or retrospective review, as provided in the standards and guidance established by the WPC Collaborative, by COUNTY's Care Coordinator.

3) Point of contact and phone number to receive referrals for those providers not connected to the WPC Connect, the WPC Program notification system.

4) HIPAA compliant communication.

b. WPC Beneficiaries may be referred from any of the following locations as long as they meet medical necessity for Recuperative Care as defined by the WPC Collaborative. Transportation of Participants from these referring agencies to CONTRACTOR should be provided by the referring agency:

1) Hospital after an inpatient stay,

2) Hospital emergency department,

3) Community Clinic,

4) Shelter bed program,

5) Any County BHS Program, and/or

6) Other community based organizations as determined by the WPC Collaborative.

c. Each Participant shall have a designated Recuperative Care provider of record.

d. Screen for and honor advance directives of Participants.

e. Notify and coordinate care, as necessary and appropriate, with the Participant's primary care provider.

4. Provide quality post-acute clinical care.

a. Have adequate and qualified medical personnel to assess baseline Participant health, make on-going reassessments to determine if the clinical interventions are effective, and determine readiness for discharge from the program.

b. Maintain a medical record for each Participant in a manner consistent with federal and state laws and regulations, including privacy laws.

c. Develop an individual WPC Care Plan specifying treatments, desired outcomes and goals, and discharge indicators. When various professional disciplines are involved in the care plan, care, treatment, and services are provided to the Participant in an interdisciplinary and collaborative manner and noted in the WPC Care plan as applicable and consistent with laws and regulations regarding the Participant's privacy.

5. Coordinate care for WPC beneficiaries who may otherwise face barriers to adequately navigate and engage in support systems.

a. Link to community and social supports in order to help Participants transition out of homelessness and achieve positive outcomes.

b. Medical care coordination includes:

1) Supporting the Participant in developing self-management goals to increase their understanding of how their actions affect their health and develop strategies to meet those goals.

2) Assisting Participants in navigating their health network and establish a relationship with a primary care provider and/or Participant-centered medical home.

3) Coordinating transportation to and from medical appointments and support services.

4) Facilitating Participant follow-up for medical appointments, including accompanying them as necessary and appropriate. This includes direct coordination with CalOptima (or CalOptima Network) Care Coordination staff to ensure ongoing follow up.

5) Ensuring communication between medical Recuperative Care staff and outside providers to follow up on any change in Participant care plans.

6) Providing access to phones during the Recuperative Care stay.

7) Making referrals to substance abuse and/or mental health programs as needed.

c. Wraparound services includes:

1) Facilitating access to housing, including supportive housing as appropriate.

2) Identifying community resources as indicated.

3) Submitting applications for SSI/SSDI, food stamps, Medi-Cal, and other federal/state benefit programs as applicable.

4) Providing access to social support groups such as cancer support and addiction support.

5) Facilitating family/caregiver interaction.

6. Facilitate safe and appropriate transitions out of Recuperative Care.

a. Maintain clear policies and procedures for discharging Participants back to the community.

b. Provide a written discharge summary and written discharge instructions to the Participant, which may include, but not be limited to:

1) Medication list and refill information.

2) Medical problem list, including indications of a worsening condition and how to respond.

3) Instructions for accessing relevant community resources.

4) List of follow-up appointments and contact information.

5) Any special medical instructions.

c. Forward the Participant's discharge summary and instructions to the Participant's primary care provider, including the Participant's exit placement.

d. Transfer Participant information to appropriate community providers.

E. Outcomes:

a. CONTRACTOR shall complete outcome measures on all incoming and ongoing Participants in the Recuperative Care program.

1) This will include a tool to demonstrate impact of program services to measure reduction of symptoms or behaviors. Outcome tools currently being used include the Outcome

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Questionnaire (OQ), but can be discussed with ADMINISTRATOR. All outcome tools used to demonstrate impact will be approved by ADMINISTRATOR.

2) PHQ-9 – CONTRACTOR shall administer PHQ-9 evaluation to all WPC members (ages eighteen (18) years and older) at admission and document the results through WPC Connect.

3) Satisfaction Surveys will also be used for all Participants. CONTRACTOR shall also track all Participant referrals and linkages to supportive services including physical and behavioral health programs and housing. ADMINISTRATOR will provide CONTRACTOR with the list of referral and linkage categories to assist in data collection.

F. Grievance Policy - CONTRACTOR shall establish a grievance policy and system to allow Participants a mechanism to have their voices heard if they are unhappy with program systems or services. CONTRACTOR shall establish an external method for submitting grievances to avoid Participants needing to submit complaints to direct program staff onsite.

G. For WPC Beneficiaries, CONTRACTOR agrees to the policies, procedures, and guidance issued by the WPC Collaborative.

H. CONTRACTOR agrees that they are both a member of the WPC Collaborative and a WPC Participating Entity.

I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the CONTRACTOR Obligations Paragraph of this Exhibit B to the Agreement.

III. ADMINISTRATOR OBLIGATIONS

A. ADMINISTRATOR will provide oversight of the WPC Pilot Program, including appropriate program administration, coordination, planning, evaluation, financial, and contract monitoring.

B. ADMINISTRATOR will support and provide direction to WPC Participating Entities, as appropriate, with guidance from the WPC Collaborative regarding dissemination of public information and referral, and review and analysis of data gathered and reported.

C. ADMINISTRATOR will notify CONTRACTOR, immediately upon becoming aware of any amendments, modifications, changes, or updates to the STCs or the WPC Agreement. When available, ADMINISTRATOR will provide CONTRACTOR with a copy of the STCs and the WPC Agreement, including any written amendments, modifications, changes or updates.

D. ADMINISTRATOR agrees that any administrative duty or obligation to be performed pursuant to this Agreement on a weekend or holiday may be performed on the next regular business day.

E. ADMINISTRATOR may authorize admission or stays beyond the initial ninety (90) bed day stay for up to an additional ninety (90) bed days for WPC Beneficiaries who do not meet the medical necessity criteria usually required for Recuperative Care Services, but who have circumstances that warrant their admission or continued stay. Such cases shall include:

1. IV Chemotherapy – Admission or authorized extended stays while the Participant is receiving treatment and may include days following the last administered dose of chemotherapy to

ensure the Participant is not at risk for further deterioration of health due to the side-effects of their chemotherapy, and

2. Other medical or mental health circumstances subject to the approval of ADMINISTRATOR and CalOptima.

F. ADMINISTRATOR may have need to admit a Participant to Recuperative Care to ensure required monitoring of a medical condition that, if left unmonitored, would result in a serious deterioration of the Participant's health.

G. ADMINISTRATOR will connect Participant and/or CONTRACTOR to resources for transportation to assist the Participant in making all medical, mental health and supportive health care service appointments.

H. ADMINISTRATOR and CONTRACTOR agree that WPC Beneficiaries should not be referred to CONTRACTOR with level of medical coordination required for a Participant with an acute medical need.

I. ADMINISTRATOR will designate one (1) or more Care Coordinators to review:

1. All admissions into the Recuperative Care Program for medical and mental health necessity and compliance with the standards and guidance of the WPC Collaborative.

2. Re-assessments either before, but not later than thirty (30) calendar days into the Recuperative Care stay, for medical and mental health appropriateness for continued stay in the Recuperative Care program until discharge.

J. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the ADMINISTRATOR Obligations Paragraph of this Exhibit B to the Agreement.

IV. COMMITTEES/GROUPS

A. The WPC Collaborative shall consist of any community partners, public agencies or departments, and other organizations interested and committed to sharing financial knowledge, and/or human resources to collectively achieve the desired outcomes of the WPC Pilot Program.

1. A member of the WPC Collaborative may also be a WPC Participating Entity.

2. The WPC Collaborative may elect to continue past the period of the WPC Agreement if all or a portion of the infrastructure and services developed for the WPC Program are continued through other funding mechanisms following the termination of the WPC Agreement on December 31, 2020.

3. The WPC Collaborative shall be responsible for:

a. Development and implementation of all policies and procedures relating to the implementation and monitoring of the WPC Program.

b. Review and analysis of all data gathered and reported for the WPC Program.

c. Participation in the Plan-Do-Study-Act Cycle as required by State.

1) Plan – The components of the WPC Program to be implemented.

2) Do – The implementation of the components of the WPC Program.

3) Study – Reviewing the data and results of the WPC Program components as implemented.

4) Act – Determining what modifications should be made, if any, to the WPC Program components to achieve the desired results.

B. A WPC Steering Committee will be formed by ADMINISTRATOR, and will remain in place through December 31, 2020.

1. The WPC Steering Committee shall consist of the following members:

a. COUNTY's Care Coordinator, who shall be the Chairperson,

b. One representative from CalOptima,

c. One representative from the Hospital Community,

d. One representative from the Clinic Community,

e. One representative from COUNTY's Behavioral Health Services Program,

f. One representative from COUNTY's Public Health Program,

g. One representative from COUNTY's Community Resource Department responsible for the housing programs, and

h. One representative from 2-1-1 Orange County.

2. COUNTY's WPC Project Manager shall provide staff support to the WPC Steering Committee.

C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Committees/Groups Paragraph of this Exhibit B to the Agreement.

V. PAYMENTS

A. Recuperative Care Services – COUNTY shall pay CONTRACTOR at the following rates per level of service as specified in Subparagraphs A.1. through A.4. below; provided, however, that the total of all payments to CONTRACTOR and all other contract providers of Recuperative Care Services provided to WPC Beneficiaries shall not exceed COUNTY's Maximum Obligation per Period as specified in the Referenced Contract Provisions of this Agreement.

1. Phase 1: $220 per bed day from the day of admission (Day 1) through and including Day 30, or until the Participant no longer meets medical necessity for Recuperative Care, whichever comes first.

2. Phase 2: $150 per bed day from Day 31 until the Participant no longer meets medical necessity for Recuperative Care or has reached a length of stay equal to ninety (90) calendar days, whichever comes first.

3. Readmissions of a Participant to CONTRACTOR's facility(ies) within seven (7) calendar days following discharge from CONTRACTOR's facility(ies) for substantially the same diagnosis and medical condition, shall be reimbursed as follows:

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a. If the Participant's prior length of stay with CONTRACTOR was greater than thirty (30) calendar days, CONTRACTOR shall be reimbursed at $150 per bed day for the day of admission (Day 1) until the Participant no longer meets medical necessity for Recuperative Care or has reached a length of stay equal to ninety (90) calendar days, whichever comes first.

b. If the Participant's prior length of stay with CONTRACTOR was less than thirty (30) calendar days, CONTRACTOR shall be reimbursed at the Phase I and Phase II levels as described above.

4. Low Medical Acuity reimbursement shall be as follows:

a. $150 per bed day (Days 1- 30).

b. $120 per bed day for Days 31 until the Participant no longer meets medical necessity for Recuperative Care or has reached a length of stay equal to ninety (90) calendar days, whichever comes first.

B. CONTRACTOR's invoices to COUNTY shall be on a form approved or provided by ADMINISTRATOR and provide such information as is required by ADMINISTRATOR.

C. Invoices are due by the tenth (10^{th}) working day of each month, and payment to CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after receipt of the correctly completed billing form.

D. CONTRACTOR agrees that all invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, journals, timesheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of service provided.

E. CONTRACTOR agrees that ADMINISTRATOR may withhold or delay any payment due to CONTRACTOR, if CONTRACTOR fails to comply with any provision of the Agreement.

F. CONTRACTOR shall not claim reimbursement for services provided beyond the expiration and/or termination of the Agreement, except as may otherwise be provided for under the Agreement.

G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit B to the Agreement.

VI. REPORTS

A. CONTRACTOR shall submit, on forms provided or approved by ADMINISTRATOR, monthly programmatic reports concerning CONTRACTOR's activities as they relate to the Agreement.

B. CONTRACTOR submit, on forms provided or approved by ADMINISTRATOR, any additional information not already included in the quarterly programmatic reports, as requested by ADMINISTRATOR or State, concerning CONTRACTOR's activities as they relate to the Agreement. ADMINISTRATOR will be specific as to the nature of the information requested and allow thirty (30) calendar days for CONTRACTOR to respond, unless deadlines imposed by State dictate otherwise.

C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit B to the Agreement.

VII. STAFFING

A. CONTRACTOR shall ensure that it has adequate and qualified medical and behavioral health personnel to assess baseline Participant health, provide supportive and educational services onsite, provide educational and clinical interventions onsite, make on-going reassessments to determine if the clinical interventions are effective, and determine readiness for discharge from the program.

B. CONTRACTOR shall ensure that it has appropriate levels of medical staff to provide the Recuperative Care Services as required under this Agreement.

C. If CONTRACTOR is providing services in a congregate facility, ensure that it maintains a twenty-four (24) hour staff presence with staff:

1. Trained at a minimum to provide first aid, basic life support services, and the ability to communicate to outside emergency assistance.

2. Trained in or have experience working with individuals struggling with mental health and/or substance use issues; as well as be culturally competent working with the homeless population. Training best practices include courses like Mental Health First Aid (MHFA) for non-clinicians to increase staff awareness of issues Participants are dealing with.

C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit B to the Agreement.

VIII. FACILITY

A. CONTRACTOR shall maintain at a minimum of one (1) facility appropriate for the provision of Recuperative Care Services that meets the minimum requirements for the locations designation and/or licensure in accordance with local, state, and federal regulations, and as specified below:

«CONTRACTOR_ADDRESS»
«CONTRACTOR_CITY», «CONTRACTOR_STATE» «CONTRACTOR_ZIP»

1. CONTRATOR shall ensure that any facility utilized to provide services under this Agreement meets the following minimum requirements:

a. A habitable setting in which to provide the services, which may include, but not be limited to, freestanding facilities, homeless shelters, motels and transitional housing.

2. CONTRACTOR shall maintain a facility that is as calm as possible to facilitate the Participant's adjustment from living in outside areas or on the street into a congregate and/or communal living within a building.

3. The Parties agree that Recuperative Care Services may be provided in a variety of settings including, but not limited to, freestanding facilities, homeless shelters, motels, and transitional housing.

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4. ADMINISTRATOR preference will be given to facilities located in Orange County. Facilities within a proximity to Orange County's borders to allow linkage to primary care providers and other services in Orange County may also be considered.

B. CONTRACTOR shall provide, in advance and in writing, notification to ADMINISTRATOR regarding all locations and/or facilities of CONTRACTOR's where Participants, under this Agreement, are residing and receiving Recuperative Care Services.

C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Facility Paragraph of this Exhibit B to the Agreement."

9. Exhibit C, Activities of Daily Living Recuperative Care Services, is hereby added and inserted into the Agreement as follows:

"EXHIBIT C
AGREEMENT FOR PROVISION OF
RECUPERATIVE CARE SERVICES
BETWEEN
COUNTY OF ORANGE
AND
«CONTRACTOR_NAME_»
JULY 1, 2017 THROUGH DECEMBER 31, 2020

ACTIVITIES OF DAILY LIVING RECUPERATIVE CARE SERVICES

I. CONTRACTOR OBLIGATIONS

A. CONTRACTOR agrees that the overarching goal of the WPC Pilot Program is the coordination of health, behavioral health, and social services, as applicable, in a Participant-centered manner with the goals of improved beneficiary health and wellbeing through more efficient and effective use of resources.

B. ADL Recuperative Care Services are acute and post-acute medical care for homeless persons who require assistance with their ADLs primarily due to their current medical condition, or in conjunction with a qualifying medical condition, and are too ill or frail to recover from physical illness or injury on the streets, but are not ill enough to require hospital or skilled nursing level care. The parties agree that a Participant who needs assistance with ADLs, but does not otherwise have a qualifying acute or post-acute medical need, should not be referred to Recuperative Care.

1. COUNTY understands that ADL Recuperative Care Services programs often exist as partnerships between two or more organizations that together provide the clinical care, physical space, and supportive services.

a. Provide a safe, stable and supportive place to recover from illness or injury.

b. In addition to providing medical oversight, facilitate connections to primary and behavioral health care.

c. Provide support services designed to secure housing and/or ensure readiness for housing placement.

C. CONTRACTOR shall provide the following services during each phase as available in consideration of the Participant's approved length of stay:

1. For all admissions, CONTRACTOR shall provide assistance with ADLs to Participants that require assistance with ADLs, including but not limited to the following:

a. Eating.

b. Bathing.

c. Dressing.

d. Toileting (assisting with getting on and off the toilet and performing personal hygiene functions).

e. Transferring (assisting with getting in and out of bed and/or a wheelchair).

2. **Phase 1** shall be services provided from the day of admission (Day 1) through and including Day 30, and shall include the following services. Depending on the each Participant's unique circumstances, the Parties agree that services identified in Phase 2 below may be provided during Phase 1; and, further, services identified in Phase 1 may continue to carry over to Phase 2.

a. Medical Care Plan Coordination:

1) If the Participant is referred to CONTRACTOR from a hospital or skilled nursing facility, CONTRACTOR shall provide medical oversight of the discharge plan as provided by the referring facility. CONTRACTOR shall be available twenty-four/seven (24/7) to accept referrals from hospital emergency rooms, unless otherwise authorized in writing by ADMINISTRATOR.

2) If the Participant is referred to CONTRACTOR from a community clinic or Behavioral Health Services provider, and CONTRACTOR agrees the Participant meets the medical necessity criteria for Recuperative Care, CONTRACTOR shall work with the referring facility to develop an initial care coordination plan pending linkage with the Participant's primary care provider.

3) If the Participant is referred to CONTRACTOR from a shelter bed provider, and CONTRACTOR agrees the Participant meets the medical necessity criteria for Recuperative Care, CONTRACTOR shall develop an initial care coordination plan based on CONTRACTOR's assessment of the Participant pending linkage with the Participant's primary care provider.

4) The initial care coordination plan with all referred Participants shall include both physical and behavioral health issues as needed.

5) Specifically for assistance with ADL's, the care coordination plan shall also document the Participant's needs and capabilities. Specific information will include:

a) The ADLs the Participant is able to do without assistance

b) The ADLs the Participant needs help with

c) The ADLs the Participant may be able to do more independently with encouragement and training

d) Any mental or physical disabilities or impairments relevant to services needed by the Participant

b. Medications:

1) When a Participant is referred from a hospital or skilled nursing facility, CONTRACTOR shall ensure that the Participant has sufficient medications and/or prescriptions, including psychiatric medication, needed for the initial thirty (30) calendar days in Recuperative Care until a linkage to a primary care provider can be established.

2) When a Participant is referred from a provider that is not a hospital or skilled nursing facility, CONTRACTOR shall make their best effort to connect with the Participant's primary care provider and/or CalOptima for the Participant's medical history and developing a plan to obtain the appropriate medications for the Participant.

c. Linkage to Services:

1) Primary Care Provider: CONTRACTOR shall ensure the Participant is seen by their primary care provider, which may include helping the Participant to select a primary care provider. CONTRACTOR shall enlist the assistance of CalOptima when appropriate to help the Participant get timely access to care.

2) Behavioral Health Services:

a) If the Participant is linked to COUNTY's Behavioral Health Services (BHS), CONTRACTOR shall coordinate with BHS, including services that can be offered by CONTRACTOR, if any, to support the efforts of BHS while the Participant is receiving Recuperative Care Services. Any onsite program services shall be provided in coordination with BHS and overall treatment goals.

b) If the Participant is not currently linked to BHS; however, CONTRACTOR determines that an evaluation by BHS may be necessary, CONTRACTOR shall coordinate with BHS's Outreach & Engagement team to determine how the Participant's needs can best be met.

3) Substance Use Programs: CONTRACTOR shall coordinate with BHS for known or suspected substance use by Participants to ensure the most appropriate course of care can be provided while the Participant is receiving Recuperative Care Services.

d. CONTRACTOR shall provide transportation options to all Participants in the program. Participants will need support to get to primary medical care, behavioral health, housing and other supportive service appointments. CONTRACTOR shall provide bus passes, shared rides, or other viable forms of transportation to assist the Participant in making all supportive service appointments.

e. Participant Education: CONTRACTOR shall educate each Participant on the specifics of their medical issues and needs designed to prevent the need for future emergency room or inpatient hospital stays.

f. Linkage to Other Benefits: CONTRACTOR shall work to connect the Participant with

other benefits including, but not limited to SSI, disability, veteran's benefits, and renewing/sustaining their Medi-Cal. This may include assisting the Participant in obtaining identification documents such as a state-issued identification, birth certificates, etc.

g. Housing Readiness: CONTRACTOR agrees to receive training from 2-1-1 Orange County on the coordinated entry program, including administering the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT).

h. Recommendations for skilled nursing care: CONTRACTOR shall notify CalOptima and the Participant's primary care provider if, during the Participant's length of stay in Recuperative Care, the needs of the Participant indicate that their need for assistance with ADLs may be an on-going need and not likely to resolve. CalOptima and the primary care provider shall determine if the Participant qualifies for skilled nursing care.

3. **Phase 2** shall be services provided from Day 31 through and including Day 90. Depending on each Participant's unique circumstances, the Parties agree that services identified in Phase 2 below may be provided during Phase 1; and, further, services identified in Phase 1 may continue to carry over to Phase 2.

a. Discharge Planning: CONTRACTOR shall prepare a discharge plan for the Participant's discharge from Recuperative Care that shall be shared with the Participant, the Participant's primary care provider, and other providers involved in the Whole Person Care Plan of the Participant, as appropriate.

b. Recommendations for skilled nursing care: CONTRACTOR shall notify CalOptima and the Participant's primary care provider if, during the Participant's length of stay in Recuperative Care, the needs of the Participant indicate that their need for assistance with ADLs may be an on-going need and not likely to resolve. CalOptima and the primary care provider shall determine if the Participant qualifies for skilled nursing care.

c. Community and Social Resources: CONTRACTOR shall connect the Participant to community and social resources and ensure they know how to navigate to those resources via public transportation as necessary.

d. Housing:

1) CONTRACTOR shall provide Participant education to ensure housing readiness and successful placement such as tenant/landlord education (i.e., How to be a good tenant, etc.).

2) CONTRACTOR shall connect the Participant with housing opportunities directly or through linkages to other community resources.

e. Family Reunification: If possible, CONTRACTOR shall facilitate the Participant's connection with family. BHS Outreach and Engagement can assist with homeward bound bus/train transportation as needed and while funds are available.

4. Exceptions to Phase I and Phase II services:

a. Periodically, COUNTY may authorize admission of Participants that have lower

medical acuity than those typically authorized for admission. These Participants may have certain chronic conditions that if not controlled and/or monitored would require ER visit and/or hospitalization. Phase I and Phase II services above should certainly be provided; however, the urgency in getting the Participant "medically settled" in Phase I is not expected to be present for these Participants.

b. Medical Respite Care

1) A Participant may either enter Recuperative Care with a hospice order or may request a hospice order while in Recuperative Care. At such time, the Phase I and Phase II services, with the exception of aiding the Participant in meeting with their doctors or BHS team as needed, CONTRACTOR is not expected to provide the other services identified, and shall work with the hospice team as appropriate.

2) Participants may enter ADL Recuperative Care with an order for IV Chemo Therapy and are considered to have lower medical acuity such that the urgency in getting the Participant "medically settled" in Phase I is not expected to be present for these Participants. Phase II services should be provided as needed and/or necessary and as the Participant is able to participate in the services given their treatment regimen.

D. In providing ADL Recuperative Care Services, CONTRACTOR shall follow the Standards for Medical Respite Care Programs issued by the National Health Care for the Homeless Counsel (https://www.nhchc.org/wp-content/uploads/2011/09/medical_respite_standards_oct2016.pdf) as those standards pertain to the intensity of Recuperative Care Services being provided by CONTRACTOR, and shall ensure, at a minimum, the following:

1. Space for Participants to rest and perform activities of daily living (ADLs) while receiving Recuperative Care which is habitable, promotes physical functioning, adequate hygiene, and personal safety.

a. A bed available to each Participant for twenty-four (24) hours per day.

b. On-site showering facilities.

c. On-site or access to laundering facilities.

d. Access to secured storage for personal belongings.

e. Access to secured storage for medications if CONTRACTOR is not legally authorized to store/dispense medication).

f. At least three (3) meals per day.

g. If CONTRACTOR provides services in a congregate setting, CONTRACTOR shall maintain a twenty-four (24) hour staff presence, with staff trained at a minimum to provide first aid, basic life support services, and the ability to communicate to outside emergency assistance.

h. Written policies and procedures for responding to life-threatening emergencies.

i. Compliant with state and local fire safety standards.

j. Written code of conduct for Participant behavior.

k. Written plans, and staff trainings, on how to address the handling of alcohol, illegal

drugs, unauthorized prescription drugs, and weapons, including strategies to maximize Participant and staff safety.

2. Follow applicable local and state guidelines and regulations related to hazardous waste handling and disposal, disease prevention, and safety. Written policies and procedures should address the following:

a. Safe storage, disposal, and handling of biomedical and pharmaceutical waste, including expired or unused medications and needles.

b. Managing exposure to bodily fluids and other biohazards.

c. Infection control and the management of communicable diseases, including following applicable reporting requirements.

d. Storage, handling, security, and disposal of Participant medications, if Participant medications are stored and/or handled by CONTRACTOR's staff.

3. Manage timely and safe care transitions to Recuperative Care from acute care, specialty care, and/or community settings.

a. Maintain clear policies and procedures for the screening and management of referrals into CONTRACTOR's Recuperative Care Program consistent with the intensity of services offered by CONTRACTOR as indicated in the standards and guidance established by the WPC Collaborative.

1) Admission criteria.

2) Review for clinical appropriateness.

a) Initial clinical determination for admission into Recuperative Care may be done by medical personnel of the referring facility or CONTRACTOR.

b) All admissions shall be subject to prospective or retrospective review, as provided in the standards and guidance established by the WPC Collaborative, by COUNTY's Care Coordinator.

3) Point of contact and phone number to receive referrals for those providers not connected to the WPC Connect, the WPC Program notification system.

4) HIPAA compliant communication.

b. WPC Beneficiaries may be referred from any of the following locations as long as they meet medical necessity for Recuperative Care as defined by the WPC Collaborative. Transportation of Participants from these referring agencies to CONTRACTOR should be provided by the referring agency.

1) Hospital after an inpatient stay,

2) Hospital emergency department,

3) Community Clinic,

4) Shelter bed program,

5) Any County BHS Program, and

6) Other community based organizations as determined by the WPC Collaborative.

c. Each Participant shall have a designated Recuperative Care provider of record.

d. Screen for and honor advance directives of Participants.

e. Notify and coordinate care, as necessary and appropriate, with the Participant's primary care provider.

4. Provide quality post-acute clinical care.

a. Have adequate and qualified medical personnel to assess baseline Participant health, make on-going reassessments to determine if the clinical interventions are effective, and determine readiness for discharge from the program.

b. Maintain a medical record for each Participant in a manner consistent with federal and state laws and regulations, including privacy laws.

c. Develop an individual WPC Care Plan specifying treatments, desired outcomes and goals, and discharge indicators when various professional disciplines are involved in the care plan, care, treatment, and services are provided to the Participant in an interdisciplinary and collaborative manner, and note in the WPC Care plan as applicable and consistent with laws and regulations regarding the Participant's privacy.

5. Coordinate care for WPC beneficiaries who may otherwise face barriers to adequately navigate and engage in support systems.

a. Link to community and social supports in order to help Participants transition out of homelessness and achieve positive outcomes.

b. Medical care coordination includes:

1) Supporting the Participant in developing self-management goals to increase their understanding of how their actions affect their health and develop strategies to meet those goals.

2) Assisting Participants in navigating their health network and establish a relationship with a primary care provider and/or Participant-centered medical home.

3) Coordinating transportation to and from medical appointments and support services.

4) Facilitating Participant follow-up for medical appointments, including accompanying them as necessary and appropriate. This includes direct coordination with CalOptima (or CalOptima Network) Care Coordination staff to ensure ongoing follow up.

5) Ensuring communication between medical Recuperative Care staff and outside providers to follow up on any change in Participant care plans.

6) Providing access to phones during the Recuperative Care stay.

7) Making referrals to substance abuse and/or mental health programs as needed.

c. Wraparound services includes:

1) Facilitating access to housing, including supportive housing as appropriate.

2) Identifying community resources as indicated.

3) Submitting applications for SSI/SSDI, food stamps, Medi-Cal, and other

federal/state benefit programs as applicable.

4) Providing access to social support groups such as cancer support and addiction support.

5) Facilitating family/caregiver interaction.

6. Facilitate safe and appropriate transitions out of Recuperative Care.

a. Maintain clear policies and procedures for discharging Participants back to the community.

b. Provide a written discharge summary and written discharge instructions to the Participant, which may include, but not be limited to:

1) Medication list and refill information

2) Medical problem list, including indications of a worsening condition and how to respond.

3) Instructions for accessing relevant community resources

4) List of follow-up appointments and contact information

5) Any special medical instructions.

c. Forward the Participant's discharge summary and instructions to the Participant's primary care provider, including the Participant's exit placement.

d. Transfer Participant information to appropriate community providers.

E. Outcomes:

a. CONTRACTOR shall complete outcome measures on all incoming and ongoing Participants in the Recuperative Care program.

1) This will include a tool to demonstrate impact of program services to measure reduction of symptoms or behaviors. Outcome tools currently being used include the Outcome Questionnaire (OQ), but can be discussed with ADMINISTRATOR. All outcome tools used to demonstrate impact will be approved by ADMINISTRATOR.

2) PHQ-9 – CONTRACTOR shall administer PHQ-9 evaluation to all WPC members (ages eighteen (18) years and older) at admission and document the results through WPC Connect.

3) Satisfaction Surveys will also be used for all Participants. CONTRACTOR shall also track all Participant referrals and linkages to supportive services including physical and behavioral health programs and housing. ADMINISTRATOR will provide CONTRACTOR with the list of referral and linkage categories to assist in data collection.

F. Grievance Policy - CONTRACTOR shall establish a grievance policy and system to allow Participants a mechanism to have their voices heard if they are unhappy with program systems or services. CONTRACTOR shall establish an external method for submitting grievances to avoid Participants needing to submit complaints to direct program staff onsite.

F. For WPC Beneficiaries, CONTRACTOR agrees to the policies, procedures, and guidance issued by the WPC Collaborative.

G. CONTRACTOR agrees that they are both a member of the WPC Collaborative and a WPC Participating Entity.

H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the CONTRACTOR Obligations Paragraph of this Exhibit C to the Agreement.

II. PAYMENTS

A. ADL Recuperative Care Services – COUNTY shall pay CONTRACTOR at the following rates per level of service as specified in Subparagraph A below; provided, however, that the total of all payments to CONTRACTOR and all other contract providers of Recuperative Care Services provided to WPC Beneficiaries shall not exceed COUNTY's Maximum Obligation per Period as specified in the Referenced Contract Provisions of this Agreement.

1. Phase 1 and II: $220 per bed day from the day of admission (Day 1) until the Participant no longer meets medical necessity for Recuperative Care or has reached a length of stay equal to ninety (90) calendar days, whichever comes first.

B. CONTRACTOR's invoices to COUNTY shall be on a form approved or provided by ADMINISTRATOR and provide such information as is required by ADMINISTRATOR.

C. Invoices are due by the tenth (10^{th}) working day of each month, and payment to CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after receipt of the correctly completed billing form.

D. CONTRACTOR agrees that all invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, journals, timesheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of service provided.

E. CONTRACTOR agrees that ADMINISTRATOR may withhold or delay any payment due to CONTRACTOR, if CONTRACTOR fails to comply with any provision of the Agreement.

F. CONTRACTOR shall not claim reimbursement for services provided beyond the expiration and/or termination of the Agreement, except as may otherwise be provided for under the Agreement.

G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit C to the Agreement.

III. STAFFING

A. CONTRACTOR shall ensure that it has adequate and qualified medical personnel to assess baseline Participant health, provide supportive and educational services onsite, provide assistance with ADLs as required, provide educational and clinical interventions onsite, make on-going reassessments to determine if the clinical interventions are effective, and determine readiness for discharge from the program.

B. CONTRACTOR shall ensure that it has appropriate levels of medical staff to provide the Recuperative Care Services as required under this Agreement.

C. If CONTRACTOR is providing services in a congregate facility, ensure that it maintains a twenty-four (24) hour staff presence with staff:

1. Trained at a minimum to provide first aid, basic life support services, and the ability to communicate to outside emergency assistance.

2. Trained in or have experience working with individuals struggling with mental health and/or substance use issues; as well as be culturally competent working with the homeless population. Training best practices include courses like Mental Health First Aid (MHFA) to increase staff awareness of issues Participants are dealing with.

3. Certified, at a minimum, as a Professional Caregiver, for those providing assistance with ADLs.

D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit C to the Agreement."

10. Exhibit D, General Jail Release Population Recuperative Care Services, is hereby added and inserted into the Agreement as follows:

"EXHIBIT D
AGREEMENT FOR PROVISION OF
RECUPERATIVE CARE SERVICES
BETWEEN
COUNTY OF ORANGE
AND
«CONTRACTOR_NAME_»
JULY 1, 2017 THROUGH DECEMBER 31, 2020

GENERAL JAIL RELEASE POPULATION RECUPERATIVE CARE SERVICES

I. CONTRACTOR OBLIGATIONS

A. CONTRACTOR agrees that the overarching goal of the WPC Pilot Program is the coordination of health, behavioral health, and social services, as applicable, in a Participant-centered manner with the goals of improved beneficiary health and wellbeing through more efficient and effective use of resources.

B. General Jail Release Population Recuperative Care Services are acute and post-acute medical care for homeless persons who are being released from Jail that are too ill or frail to recover from physical illness or injury on the streets, but are not ill enough to require hospital or skilled nursing level care.

1. COUNTY understands that Recuperative Care programs often exist as partnerships between two or more organizations that together provide the clinical care, physical space, and supportive

services. CONTRACTOR has identified its partners, if any, as subcontractors in Exhibit B to this Agreement.

a. A safe, stable and supportive place to recover from illness or injury.

b. In addition to providing medical oversight, promote connections to primary and behavioral health care.

c. Provide support services designed to secure housing and/or ensure readiness for housing placement.

d. The Parties agree that Recuperative Care Services for the Participants specified in this Exhibit E to the Agreement need not be provided as part of a distinctly separate program or facility, as long as CONTRACTOR is able to appropriately provide the justice involved interventions required by the Participant(s) in addition to addressing their health needs.

2. For Participants provided services through this Agreement, CONTRACTOR shall be available to accept admissions of Participants being released from jail usually between 7:00 AM and 10:00 AM. CONTRACTOR may also be requested to provide transportation for the Participant from the jail or from COUNTY's contracted hospital for inmate health care, to CONTRACTOR's facility.

C. CONTRACTOR shall provide the following services during each phase as available in consideration of the Participant's approved length of stay:

1. As part of the admission process, CONTRACTOR shall:

a. Upon arrival on the first day at the Recuperative Care facility, Participants shall be welcomed by CONTRACTOR's staff and provided with a written list of rules and expectations of the program as part of the intake process.

b. If a WPC Authorization is not already on file in WPC Connect for the Participant, CONTRACTOR shall work with the Participant to secure a signed WPC Authorization within three (3) days of the Participant's arrival into the Recuperative Care program.

2. **Phase 1** shall be services provided from the day of admission (Day 1) through and including Day 30, and shall include the following services depending on the each Participant's unique circumstances. The Parties agree that services identified in Phase 2 below may be provided during Phase 1; and, further, services identified in Phase 1 may continue to carry over to Phase 2.

a. Medical Care Plan Coordination:

1) The majority of Participants referred to CONTRACTOR shall be admitted directly from an Orange County Jail upon their release from custody; however, Participants may also be released from COUNTY's contracted hospital for inmate health care.

2) CONTRACTOR shall provide medical oversight of the discharge plan as provided by COUNTY's Correctional Health Services (CHS) staff. CONTRACTOR shall develop an initial care coordination plan with all referred Participants to include both physical and behavioral health issues as needed.

b. Medications: When a Participant is referred from the Jail, CHS staff will provide

Participants with a seven (7) business day supply of all necessary medications. Linkage to primary care provider or Federally Qualified Health Center (FQHC), identified by ADMINISTRATOR, shall occur within the first seven (7) business days of the Participant's admission to ensure continuation of critical medications, as well as coordination of home health, durable medical equipment, and specialty medical appointments.

c. Linkage to Services:

1) Primary Care Provider: CONTRACTOR shall ensure the Participant is seen by their primary care provider or FQHC to provide the required authorizations for home health, durable medical equipment, or referrals to specialists as may be required by the Participant. CONTRACTOR shall enlist the assistance of CalOptima when appropriate to help the Participant receive timely access to care.

2) Behavioral Health Services:

a) Participants may be linked to COUNTY's Behavioral Health Services (BHS) for their mental health treatment; however, Participants with mild to moderate mental health treatment needs shall encourage to link to CalOptima for services. CONTRACTOR shall coordinate with BHS and CalOptima, as appropriate, including services that can be offered by CONTRACTOR to support the efforts of BHS and CalOptima while the Participant is receiving Recuperative Care Services. All onsite program services shall be provided in coordination with BHS for overall substance use disorder treatment goals and in coordination with CalOptima for overall mental health treatment goals

b) If the Participant is not currently linked to BHS; however, CONTRACTOR determines that an evaluation by BHS may be necessary, CONTRACTOR shall coordinate with BHS's Outreach & Engagement team to determine how the Participant's needs can best be met.

3) Substance Use Programs: CONTRACTOR shall coordinate with BHS for known or suspected substance use by Participants to ensure the most appropriate course of care can be provided while the Participant is receiving Recuperative Care Services.

d. CONTRACTOR shall provide transportation options to all Participants in the program. Participants will need support to get to primary medical care, behavioral health, housing and other supportive service appointments. CONTRACTOR shall provide bus passes, shared rides, or other viable forms of transportation to assist the Participant in making all supportive service appointments.

e. Participant Education: CONTRACTOR shall educate each Participant on the specifics of their medical issues and needs designed to prevent the need for future emergency room or inpatient hospital stays.

f. Linkage to Other Benefits: CONTRACTOR shall work to connect the Participant with other benefits including, but not limited to SSI, disability, veteran's benefits, and renewing/sustaining their Medi-Cal. This may include assisting the Participant in obtaining identification documents such as a state-issued identification, birth certificates, etc.

g. Housing Readiness: CONTRACTOR agrees to receive training from 2-1-1 Orange

County on the coordinated entry program, including administering the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT).

3. **Phase 2** shall be from Day 31 through and including Day 90. Depending on each Participant's unique circumstances, the Parties agree that services identified in Phase 2 below may be provided during Phase 1; and, further, services identified in Phase 1 may continue to carry over to Phase 2.

a. Discharge Planning: CONTRACTOR shall prepare a discharge plan for the Participant's discharge from Recuperative Care that shall be shared with the Participant, the Participant's primary care provider, and other providers involved in the Whole Person Care Plan of the Participant, as appropriate.

b. Community and Social Resources: CONTRACTOR shall connect the Participant to community and social resources and ensure they know how to navigate to those resources via public transportation as necessary.

c. Housing:

1) CONTRACTOR shall provide Participant education to ensure housing readiness and successful placement such as tenant/landlord education (i.e., How to be a good tenant, etc.).

2) CONTRACTOR shall connect the Participant with housing opportunities directly or through linkages to other community resources.

d. Family Reunification: If possible, CONTRACTOR shall facilitate the Participant's connection with family. HCA BHS Outreach and Engagement can assist with homeward bound bus/train transportation as needed and while funds are available.

4. Exceptions to Phase I and Phase II services:

a. Periodically, COUNTY may authorize admission of Participants that have lower medical acuity than those typically authorized for admission. These Participants may have certain chronic conditions that if not controlled and/or monitored would require ER visit and/or hospitalization. Phase I and Phase II services should certainly be provided; however, because the Participant is being admitted after a recent incarceration, the urgency in getting the Participant "medically settled" in Phase I may still present for these Participants for the initial linkages to a primary care provider and/or specialist.

b. Medical Respite Care

1) A Participant may either enter Recuperative Care with a hospice order or may request a hospice order while in Recuperative Care. At such time, the Phase I and Phase II services, with the exception of aiding the Participant in meeting with their doctors or BHS team as needed, CONTRACTOR is not expected to provide the other services identified, and shall work with the hospice team as appropriate.

2) Participants may enter General Jail Release Population Recuperative Care with an order for IV Chemo Therapy and are considered to have lower medical acuity; however, because the

Participant is being admitted after a recent incarceration, the urgency in getting the Participant "medically settled" in Phase I may still present for these Participants for the initial linkages to a primary care provider and/or specialist. Phase II services should be provided as needed and/or necessary and as the Participant is able to participate in the services given their treatment regimen.

5. Low Medical Acuity Admissions:

a. ADMINISTRATOR may have need to admit a Participant to Recuperative Care to ensure required monitoring of a medical condition that, if left unmonitored, would result in a serious deterioration of the Participant's health.

b. The parties agree that such WPC Beneficiaries should not be referred to CONTRACTOR with level of medical coordination required for a Participant with an acute medical need, and therefore the more intensive level of care in Phase I should not be required with the exception of initial linkages to a primary care provider and/or specialist.

c. If CONTRACTOR determines that the Participant needs more of the intensive medical coordination usually provided during Phase I or Phase II, CONTRACTOR shall advise ADMINISTATOR documenting the need for a re-evaluation of the Participant.

6. Medical Respite Care: ADMINISTRATOR may authorize admission or stays beyond the initial ninety (90) bed day stay for up to an additional ninety (90) bed days for WPC Beneficiaries who do not meet the medical necessity criteria usually required for Recuperative Care Services, but who have circumstances that warrant their admission or continued stay. Such cases shall include:

a. IV Chemotherapy – Admission or authorized extended stays while the Participant is receiving treatment and may include days following the last administered dose of chemotherapy to ensure the Participant is not at risk for further deterioration of health due to the side-effects of their chemotherapy.

b. Hospice/Palliative Care - Either at admission or transitioned at any point during the course of a Participant's authorize stay in Recuperative Care.

1) It is the Hospice Provider's responsibility to find placement for WPC Beneficiaries when the level of services provided by CONTRACTOR cannot adequately meet the needs of the Participant due to their decline in health (i.e., requiring transfer to a skilled nursing or inpatient hospice facility). It shall be CONTRACTOR's responsibility to ensure obtain a plan of action from the Hospice provider, as well as to keep CalOptima and the Participant's primary care provider are aware of the status and needs of the Participant.

2) If the Participant, as a result of their decline while on Hospice/Palliative Care, requires assistance with their ADLs, and the Hospice Provider has not yet secured an alternative placement, CONTRACTOR may:

a) If CONTRACTOR is willing and capable of providing the increased level of care, send written notification to ADMINISTATOR and provide documentation as may be required; or

b) If CONTRACTOR is not willing and/or capable of providing the increased

level of care, send written notification to ADMINISTRATOR and transfer the Participant to another WPC Recuperative Care contracting provider willing and capable to provide the level of care.

c) Other medical circumstances subject to the approval of ADMINISTRATOR and CalOptima.

D. In providing Recuperative Care Services, CONTRACTOR shall follow the Standards for Medical Respite Care Programs issued by the National Health Care for the Homeless Counsel (https://www.nhchc.org/wp-content/uploads/2011/09/medical_respite_standards_oct2016.pdf) as those standards pertain to the intensity of Recuperative Care Services being provided by CONTRACTOR, and shall ensure, at a minimum, the following:

1. Space for Participants to rest and perform activities of daily living (ADLs) while receiving Recuperative Care which is habitable, promotes physical functioning, adequate hygiene, and personal safety.

a. A bed available to each Participant for 24 hours per day.

b. On-site showering facilities.

c. On-site or access to laundering facilities.

d. Access to secured storage for personal belongings.

e. Access to secured storage for medications if CONTRACTOR is not legally authorized to store/dispense medication).

f. At least three (3) meals per day.

g. If CONTRACTOR provides services in a congregate setting, CONTRACTOR shall maintain a 24-hour staff presence, with staff trained at a minimum to provide first aid, basic life support services, and the ability to communicate to outside emergency assistance.

h. Written policies and procedures for responding to life-threatening emergencies.

i. Compliant with state and local fire safety standards.

j. Written code of conduct for Participant behavior.

k. Written plans, and staff trainings, on how to address the handling of alcohol, illegal drugs, unauthorized prescription drugs, and weapons, including strategies to maximize Participant and staff safety.

2. Follow applicable local and state guidelines and regulations related to hazardous waste handling and disposal, disease prevention, and safety. Written policies and procedures should address the following:

a. Safe storage, disposal, and handling of biomedical and pharmaceutical waste, including expired or unused medications and needles.

b. Managing exposure to bodily fluids and other biohazards.

c. Infection control and the management of communicable diseases, including following applicable reporting requirements.

d. Storage, handling, security, and disposal of Participant medications, if Participant

medications are stored and/or handled by CONTRACTOR's staff.

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3. Manage timely and safe care transitions to Recuperative Care from acute care, specialty care, and/or community settings.

a. Maintain clear policies and procedures for the screening and management of referrals into CONTRACTOR's Recuperative Care Program consistent with the intensity of services offered by CONTRACTOR as indicated in the standards and guidance established by the WPC Collaborative.

1) Admission criteria

2) Review for clinical appropriateness

a) Initial clinical determination for admission into Recuperative Care may be done by medical personnel of the referring facility or CONTRACTOR.

b) All admissions shall be subject to prospective or retrospective review, as provided in the standards and guidance established by the WPC Collaborative, by COUNTY's Care Coordinator.

3) Point of contact and phone number to receive referrals for those providers not connected to the WPC Connect, the WPC Program notification system.

4) HIPAA compliant communication

b. WPC Beneficiaries may be referred from any of the following locations as long as they meet medical necessity for Recuperative Care as defined by the WPC Collaborative. Transportation of Participants from these referring agencies to CONTRACTOR should be provided by the referring agency.

1) Hospital after an inpatient stay

2) Hospital emergency department

3) Community Clinic

4) Shelter bed program

5) Any County BHS Program

6) Other community based organizations as determined by the WPC Collaborative

c. Each Participant shall have a designated Recuperative Care provider of record.

d. Screen for and honor advance directives of Participants.

e. Notify and coordinate care, as necessary and appropriate, with the Participant's primary care provider.

4. Provide quality post-acute clinical care.

a. Have adequate and qualified medical personnel to assess baseline Participant health, make on-going reassessments to determine if the clinical interventions are effective, and determine readiness for discharge from the program.

b. Maintain a medical record for each Participant in a manner consistent with federal and state laws and regulations, including privacy laws.

c. Develop an individual WPC Care Plan specifying treatments, desired outcomes and goals, and discharge indicators. When various professional disciplines are involved in the care plan, care, treatment, and services are provided to the Participant in an interdisciplinary and collaborative manner and noted in the WPC Care plan as applicable and consistent with laws and regulations regarding the Participant's privacy.

5. Coordinate care for WPC beneficiaries who may otherwise face barriers to adequately navigate and engage in support systems.

a. Link to community and social supports in order to help Participants transition out of homelessness and achieve positive outcomes.

b. Medical care coordination includes:

1) Supporting the Participant in developing self-management goals to increase their understanding of how their actions affect their health and develop strategies to meet those goals.

2) Assisting Participants in navigating their health network and establish a relationship with a primary care provider and/or Participant-centered medical home.

3) Coordinating transportation to and from medical appointments and support services

4) Facilitating Participant follow-up for medical appointments, including accompanying them as necessary and appropriate.

5) Ensuring communication between medical Recuperative Care staff and outside providers to follow up on any change in Participant care plans.

6) Providing access to phones during the Recuperative Care stay.

7) Making referrals to substance abuse and/or mental health programs as needed.

c. Wraparound services includes:

1) Facilitating access to housing, including supportive housing as appropriate.

2) Identifying community resources as indicated.

3) Submitting applications for SSI/SSDI, food stamps, Medi-Cal, and other federal/state benefit programs as applicable.

4) Providing access to social support groups such as cancer support and addiction support.

5) Facilitating family/caregiver interaction.

6. Facilitate safe and appropriate transitions out of Recuperative Care.

a. Maintain clear policies and procedures for discharging Participants back to the community.

b. Provide a written discharge summary and written discharge instructions to the Participant, which may include, but not be limited to:

1) Medication list and refill information

2) Medical problem list, including indications of a worsening condition and how to respond.

3) Instructions for accessing relevant community resources

4) List of follow-up appointments and contact information

5) Any special medical instructions.

c. Forward the Participant's discharge summary and instructions to the Participant's primary care provider, including the Participant's exit placement.

d. Transfer Participant information to appropriate community providers

E. Outcomes:

a. CONTRACTOR shall complete outcome measures on all incoming and ongoing Participants in the Recuperative Care program.

1) This will include a tool to demonstrate impact of program services to measure reduction of symptoms or behaviors. Outcome tools currently being used include the Outcome Questionnaire (OQ), but can be discussed with ADMINISTRATOR. All outcome tools used to demonstrate impact will be approved by ADMINISTRATOR.

2) PHQ-9 – CONTRACTOR shall administer PHQ-9 evaluation to all WPC members (ages eighteen (18) years and older) at admission and document the results through WPC Connect.

3) Satisfaction Surveys will also be used for all Participants. CONTRACTOR shall also track all Participant referrals and linkages to supportive services including physical and behavioral health programs and housing. ADMINISTRATOR will provide CONTRACTOR with the list of referral and linkage categories to assist in data collection.

F. For WPC Beneficiaries, CONTRACTOR agrees to the policies, procedures, and guidance issued by the WPC Collaborative.

G. CONTRACTOR agrees that they are both a member of the WPC Collaborative and a WPC Participating Entity.

H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the CONTRACTOR Obligations Paragraph of this Exhibit D to the Agreement.

II. PAYMENTS

A. Jail Release Population Recuperative Care Services – COUNTY shall pay CONTRACTOR at the following rates per level of service as specified in Paragraph III below; provided, however, that the total of all payments to CONTRACTOR and all other contract providers of Recuperative Care Services provided to WPC Beneficiaries shall not exceed COUNTY's Maximum Obligation per Period as specified in the Referenced Contract Provisions of this Agreement.

1. Phase 1

a. For Participants that are confirmed to be CalOptima Beneficiaries upon their release from jail: $220 per bed day from the day of admission (Day 1) through and including Day 30, or until the Participant no longer meets medical necessity for Recuperative Care, whichever comes first.

b. Participants that have confirmed Medi-Cal benefits, but for whom enrollment has not

been transferred from the state to CalOptima at the time of their release from jail: $220 per bed day with an automatic authorized length-of-stay for the day of admission (Day 1) through and including Day 30 to reflect the additional challenges in negotiating access to medical care for the Participant absent assistance from CalOptima.

2. Phase 2: $150 per bed day from Day 31 until the Participant no longer meets medical necessity for Recuperative Care or has reached a length of stay equal to ninety (90) days, whichever comes first.

3. Readmissions of a Participant to CONTRACTOR's facility(ies) within seven (7) calendar days following discharge from CONTRACTOR's facility(ies) for substantially the same diagnosis and medical condition, shall be reimbursed as follows:

a. If the Participant's prior length of stay with CONTRACTOR was greater than thirty (30) days, CONTRACTOR shall be reimbursed at $150 per bed day for the day of admission (Day 1) until the Participant no longer meets medical necessity for Recuperative Care or has reached a length of stay equal to ninety (90) days, whichever comes first.

b. If the Participant's prior length of stay with CONTRACTOR was less than thirty (30) days, CONTRACTOR shall be reimbursed at the Phase I and Phase II levels as described above.

4. Low Medical Acuity, reimbursement shall be as follows:

a. For Participants that are confirmed to be CalOptima Beneficiaries upon their release from jail: $150 per bed day (Days 1- 30)

b. Participants that have confirmed Medi-Cal benefits, but for whom enrollment has not been transferred from the state to CalOptima: $220 per bed day for the day of admission (Day 1) through and including Day 7, decreasing to $150 per bed day for Days 8 through and including Day 30.

c. $120 per bed day for Days 31 – until the Participant no longer meets medical necessity for Recuperative Care or has reached a length of stay equal to ninety (90) days, whichever comes first.

5. Medical Respite: in accordance with Paragraph III.C.4 of this Exhibit B to the Agreement, reimbursement shall be as follows:

a. For Participants that are confirmed to be CalOptima Beneficiaries upon their release from jail: $150 per bed day (Days 1- 30)

b. Participants that have confirmed Medi-Cal benefits, but for whom enrollment has not been transferred from the state to CalOptima: $220 per bed day for the day of admission (Day 1) through and including Day 7, decreasing to $150 per bed day for Days 8 through and including Day 30.

c. $120 per bed day for Days 31 – until the Participant no longer meets medical necessity for Recuperative Care

d. $220 per bed day from the point that the Participant is determined to require assistance with their ADLs resulting from their decline in health until the Participant no longer meets medical necessity for Recuperative Care, and CONTRACTOR has provided notification to ADMINISTRATOR that CONTRACTOR willing and capable of providing the increased level of care.

B. CONTRACTOR's invoices to COUNTY shall be on a form approved or provided by ADMINISTRATOR and provide such information as is required by ADMINISTRATOR.

C. Invoices are due by the tenth (10^{th}) working day of each month, and payment to CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after receipt of the correctly completed billing form.

D. CONTRACTOR agrees that all invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, journals, timesheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of service provided.

E. CONTRACTOR agrees that ADMINISTRATOR may withhold or delay any payment due to CONTRACTOR, if CONTRACTOR fails to comply with any provision of the Agreement.

F. CONTRACTOR shall not claim reimbursement for services provided beyond the expiration and/or termination of the Agreement, except as may otherwise be provided for under the Agreement.

G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit D to the Agreement.

III. STAFFING

A. CONTRACTOR shall ensure that it has adequate and qualified medical and behavioral personnel to assess baseline Participant health, provide supportive and educational services onsite, support Participants who may be in various levels of crisis onsite, provide educational and clinical interventions onsite, make on-going reassessments to determine if the clinical interventions are effective, and determine readiness for discharge from the program.

B. CONTRACTOR shall ensure that it has appropriate levels of medical staff to provide the Recuperative Care Services as required under this Agreement.

C. If CONTRACTOR is providing services in a congregate facility, ensure that it maintains a 24-hour staff presence with staff:

1. Trained at a minimum to provide first aid, basic life support services, and the ability to communicate to outside emergency assistance.

2. Trained in or have experience working with individuals struggling with mental health and/or substance use issues; as well as be culturally competent working with the homeless population. Training best practices include courses like Mental Health First Aid (MHFA) to increase staff awareness of issues Participants are dealing with.

D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit D to the Agreement."

11. Exhibit E, Jail Release (Justice Involved) Behavioral Health and Substance Use Disorder (Co-Occurring) Recuperative Care Services, is hereby added and inserted into the Agreement as follows:

"EXHIBIT E

AGREEMENT FOR PROVISION OF
RECUPERATIVE CARE SERVICES
BETWEEN
COUNTY OF ORANGE
AND
«CONTRACTOR_NAME_»
JULY 1, 2019 THROUGH DECEMBER 31, 2020

JAIL RELEASE (JUSTICE INVOLVED) SUBSTANCE USE DISORDER (CO-OCCURRING) RECUPERATIVE CARE SERVICES

I. CONTRACTOR OBLIGATIONS

A. CONTRACTOR agrees that the overarching goal of the WPC Pilot Program is the coordination of health, behavioral health, and social services, as applicable, in a Participant-centered manner with the goals of improved beneficiary health and wellbeing through more efficient and effective use of resources.

B. Recuperative Care Services are acute and post-acute medical care for Participants who are too ill or frail to recover from physical illness or injury, but are not ill enough to require hospital or skilled nursing level care. CONTRACTOR has agreed to provide staffing and services specifically to address the needs of Participants who, in addition to their medical needs, will be admitted directly following their release from an Orange County Jail and with substance use disorders, likely accompanied by mild to moderate mental health needs, which may affect their ability to adjust to transitioning settings.

1. COUNTY understands that Recuperative Care programs often exist as partnerships between two or more organizations that together provide the clinical care, physical space, and supportive services. CONTRACTOR shall:

a. Provide a safe, stable and supportive place to recover from illness or injury.

b. In addition to providing medical oversight, facilitate connections to primary and behavioral health care.

c. Provide support services designed to secure housing and/or ensure readiness for housing placement.

d. The Parties agree that Recuperative Care Services may be provided in a variety of settings including, but not limited to, freestanding facilities, homeless shelters, motels, and transitional housing.

e. The Parties agree that Recuperative Care Services for the Participants specified in this Exhibit E to the Agreement need not be provided as part of a distinctly separate program or facility, as long as CONTRACTOR is able to appropriately provide the substance use and mild to moderate level of mental health interventions required by the Participant(s).

2. For Participants provided services through this Agreement, CONTRACTOR shall:

a. Be available to accept admissions of Participants being released from jail usually between 7:00 AM and 10:00 AM. CONTRACTOR may also be requested to provide transportation of the Participant from the jail to CONTRACTOR's facility.

b. Provide on-site counseling support and coaching to aid the Participant immediately when in crisis and/or struggling with living with other people, living in a structured environment, and/or difficulties managing their feelings in their new environment. CONTRACTOR shall educate Participants on how to manage feelings to reduce or avoid calling emergency services in lieu of follow up with behavioral or physical health providers.

c. Provide Life Skills trainings, coaching sessions and counseling to better enable the Participant to integrate successfully into settings such as shelters and other shared living spaces. This will also include daily living skills education to increase skills required to live independently. Examples include skill development in the following categories: following shared space rules and expectations, home cleaning skills and techniques, personal hygiene skills, communication and anger management skills, etc.

d. Provide support services designed to secure housing and/or ensure readiness for independent housing. Support services shall include educational groups or coaching sessions focused on how to live independently. CONTRACTOR shall have housing navigation services available to coordinate with BHS efforts on behalf of these Participants as well as assist with transitions to shelter or other housing options for Participants upon discharge.

e. Provide a care team working to address the Participant's medical needs, with an emphasis on substance use disorders.

1) Provide a minimum of one (1) FTE Clinician with alcohol and other drug experience to supervise the individual and group education, coaching, and informal counseling sessions.

a) The clinician will also be available to provide direct services including: coaching/counseling sessions, de-escalation and crisis management, and educational groups either facilitated individually or co-facilitated with other staff. One (1) FTE shall be equal to forty (40) hours worked per week.

b) The clinician must have knowledge and experience navigating the drug and alcohol treatment system, experience providing overdose prevention education and Narcan training, and experience with harm reduction techniques to be comfortable applying as needed

2) CONTRACTOR's staff must have a understanding of and respect for each Participant's unique path in making sustainable and positive life change as it relates to their substance use disorder

f. Peer Support - Actively recruit and hire staff, serving in any number of capacities within the program, that have lived experience in one or more of the following: living with SMI, has been in jail, and/or has a substance use disorder and is in recovery.

C. CONTRACTOR shall provide the following services during each phase as available in consideration of the Participant's approved length of stay:

1. As part of the admission process, CONTRACTOR shall:

a. Upon arrival on the first day at the Recuperative Care facility, Participants shall be welcomed by CONTRACTOR's staff and provided with a written list of rules and expectations of the program as part of the intake process.

b. If a WPC Authorization is not already on file in WPC Connect for the Participant, CONTRACTOR shall work with the Participant to secure a signed WPC Authorization within three (3) days of the Participant's arrival into the Recuperative Care program.

2. **Phase 1** shall be services provided from the day of admission (Day 1) through and including Day 30, and shall include the following services. Depending on the each Participant's unique circumstances, the Parties agree that services identified in Phase 2 below may be provided during Phase 1; and, further, services identified in Phase 1 may continue to carry over to Phase 2.

a. Medical Care Plan Coordination:

1) The majority of Participants referred to CONTRACTOR shall be admitted directly from an Orange County Jail upon their release from custody; however, Participants may also be referred from BHS and/or BHS contracted programs specifically providing services to Participants released jail and other justice related programs and services, who subsequently determine that the Participant requires Recuperative Care.

2) CONTRACTOR shall provide medical oversight of the discharge plan as provided by the referring facility. CONTRACTOR shall develop an initial care coordination plan with all referred Participants to include both physical and behavioral health issues as needed.

3) If the Participant is referred to CONTRACTOR from a BHS provider, and CONTRACTOR agrees the Participant meets the medical necessity criteria for Recuperative Care, CONTRACTOR shall work with the referring facility to develop an initial care coordination plan pending linkage with the Participant's primary care provider.

b. Medications:

1) When a Participant is referred from the Jail, the Jail will provide Participants with a seven (7) calendar day supply of all necessary medications. Linkage to primary care provider or Federally Qualified Health Center (FQHC) identified by ADMINISTRATOR shall occur within the first seven (7) business days of the Participant's admission to ensure continuation of critical medications, as well as coordination of home health, durable medical equipment, and specialty medical appointments.

2) When a Participant is referred from a justice related provider, rather than the Jail, CONTRACTOR shall connect with the Jail, the Participant's primary care provider and/or CalOptima for the Participant's medical history and developing a plan to obtain the appropriate medications for the Participant.

c. Linkage to Services:

1) Primary Care Provider: CONTRACTOR shall ensure the Participant is seen by their primary care provider or FQHC to provide the required authorizations for home health, durable medical equipment, or referrals to specialists as may be required by the Participant. CONTRACTOR shall enlist the assistance of CalOptima when appropriate to help the Participant get timely access to care.

2) Behavioral Health Services: Participants may be linked to COUNTY's Behavioral Health Services (BHS) for their mental health treatment; however, Participants with mild to moderate mental health treatment needs shall encourage to link to CalOptima for services. CONTRACTOR shall coordinate with BHS and CalOptima, as appropriate, including services that can be offered by CONTRACTOR to support the efforts of BHS and CalOptima while the Participant is receiving Recuperative Care Services. All onsite program services shall be provided in coordination with BHS for overall substance use disorder treatment goals and in coordination with CalOptima for overall mental health treatment goals.

3) Substance Use Programs: CONTRACTOR shall coordinate with BHS for known or suspected substance use by Participants to ensure the most appropriate course of care can be provided while the Participant is receiving Recuperative Care Services.

4) CONTRACTOR acknowledges and agrees that that their goal is to provide on-site Behavioral Health Services in a manner that allows the Participant to sustain their placement in the Recuperative Care facility and that their continued mental health and substance use treatment will remain with the County Behavioral Health Services, or CalOptima, as appropriate, upon discharge from Recuperative Care.

d. CONTRACTOR shall provide transportation options to all Participants in the program. Participants will need support to get to primary medical care, behavioral health, housing and other supportive service appointments. CONTRACTOR shall provide bus passes, shared rides, or other viable forms of transportation to assist the Participant in making all supportive service appointments.

e. Participant Education: CONTRACTOR shall educate each Participant on the specifics of their medical and/or behavioral health issues and needs designed to prevent the need for future emergency room or inpatient hospital stays, or shelter placement failures.

f. Linkage to Other Benefits: CONTRACTOR shall work to link the Participant with other benefits including, but not limited to SSI, disability, veteran's benefits, and renewing/sustaining their Medi-Cal. This may include assisting the Participant in obtaining identification documents such as a state-issued identification, birth certificates, etc.

g. Housing Readiness: CONTRACTOR agrees to receive training on the coordinated entry system, including administering the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT) and all other Coordinated Entry System (CES) documentation. All incoming Participants will be screened for housing needs and entered into HMIS.

h. Assistance with Post-Custody requirements as appropriate.

3. **Phase 2** shall be from Day 31 through and including Day 90. Depending on each Participant's unique circumstances, the Parties agree that services identified in Phase 2 below may be provided during Phase 1; and, further, services identified in Phase 1 may continue to carry over to Phase 2.

a. Discharge Planning: CONTRACTOR shall prepare a discharge plan for the Participant's discharge from Recuperative Care that shall be shared with the Participant, the Participant's primary care provider, and other providers involved in the Whole Person Care Plan of the Participant, as appropriate.

b. Community and Social Resources: CONTRACTOR shall link the Participant to community and social resources and ensure they know how to navigate to those resources via public transportation as necessary.

c. Housing:

1) CONTRACTOR shall provide Participant education to ensure housing readiness and successful placement such as tenant/landlord education (i.e., How to be a good tenant, etc.).

2) CONTRACTOR shall connect the Participant with housing opportunities directly or through linkages to other community resources.

d. Family Reunification: If possible, CONTRACTOR shall facilitate the Participant's connection with family. HCA BHS Outreach and Engagement can assist with homeward bound bus/train transportation as needed and while funds are available.

4. Exceptions to Phase I and Phase II services:

a. Periodically, COUNTY may authorize admission of Participants that have lower medical acuity than those typically authorized for admission. These Participants may have certain chronic conditions that if not controlled and/or monitored would require ER visit and/or hospitalization. Phase I and Phase II services should certainly be provided; however, because the Participant is being admitted after a recent incarceration, the urgency in getting the Participant "medically settled" in Phase I may still present for these Participants for the initial linkages to a primary care provider and/or specialist.

b. Medical Respite Care

1) A Participant may either enter Recuperative Care with a hospice order or may request a hospice order while in Recuperative Care. At such time, the Phase I and Phase II services, with the exception of aiding the Participant in meeting with their doctors or BHS team as needed, CONTRACTOR is not expected to provide the other services identified, and shall work with the hospice team as appropriate.

2) Participants may enter Jail Release Behavioral Services and Substance Use Disorder (Co-Occurring) Recuperative Care with an order for IV Chemo Therapy and are considered to have lower medical acuity; however, because the Participant is being admitted after a recent incarceration, the urgency in getting the Participant "medically settled" in Phase I may still present for

these Participants for the initial linkages to a primary care provider and/or specialist. Phase II services should be provided as needed and/or necessary and as the Participant is able to participate in the services given their treatment regimen.

5. Low Medical Acuity Admissions:

a. ADMINISTRATOR may have need to admit a Participant to Recuperative Care to ensure required monitoring of a medical condition that, if left unmonitored, would result in a serious deterioration of the Participant's health.

b. The parties agree that such WPC Beneficiaries should not be referred to CONTRACTOR with level of medical coordination required for a Participant with an acute medical need, and therefore the more intensive level of care in Phase I should not be required with the exception of initial linkages to a primary care provider and/or specialist.

c. If CONTRACTOR determines that the Participant needs more of the intensive medical coordination usually provided during Phase I or Phase II, CONTRACTOR shall advise ADMINISTATOR documenting the need for a re-evaluation of the Participant.

6. Medical Respite Care: ADMINISTRATOR may authorize admission or stays beyond the initial ninety (90) bed day stay for up to an additional ninety (90) bed days for WPC Beneficiaries who do not meet the medical necessity criteria usually required for Recuperative Care Services, but who have circumstances that warrant their admission or continued stay. Such cases shall include:

a. IV Chemotherapy – Admission or authorized extended stays while the Participant is receiving treatment and may include days following the last administered dose of chemotherapy to ensure the Participant is not at risk for further deterioration of health due to the side-effects of their chemotherapy.

b. Hospice/Palliative Care - Either at admission or transitioned at any point during the course of a Participant's authorize stay in Recuperative Care.

1) It is the Hospice Provider's responsibility to find placement for WPC Beneficiaries when the level of services provided by CONTRACTOR cannot adequately meet the needs of the Participant due to their decline in health (i.e., requiring transfer to a skilled nursing or inpatient hospice facility). It shall be CONTRACTOR's responsibility to ensure obtain a plan of action from the Hospice provider, as well as to keep CalOptima and the Participant's primary care provider are aware of the status and needs of the Participant.

2) If the Participant, as a result of their decline while on Hospice/Palliative Care, requires assistance with their ADLs, and the Hospice Provider has not yet secured an alternative placement, CONTRACTOR may:

a) If CONTRACTOR is willing and capable of providing the increased level of care, send written notification to ADMINISTATOR and provide documentation as may be required; or

b) If CONTRACTOR is not willing and/or capable of providing the increased level of care, send written notification to ADMINISTRATOR and transfer the Participant to another

WPC Recuperative Care contracting provider willing and capable to provide the level of care.

c) Other medical circumstances subject to the approval of ADMINISTRATOR and CalOptima.

E. In providing Recuperative Care Services, CONTRACTOR shall follow the Standards for Medical Respite Care Programs issued by the National Health Care for the Homeless Counsel (https://www.nhchc.org/wp-content/uploads/2011/09/medical_respite_standards_oct2016.pdf) as those standards pertain to the intensity of Recuperative Care Services being provided by CONTRACTOR, and shall ensure, at a minimum, the following:

1. Space for Participants to rest and perform activities of daily living (ADLs) while receiving Recuperative Care which is habitable, promotes physical functioning, adequate hygiene, and personal safety.

a. A bed available to each Participant for twenty-four (24) hours per day.

b. On-site showering facilities.

c. On-site or access to laundering facilities.

d. Access to secured storage for personal belongings.

e. Access to secured storage for medications if CONTRACTOR is not legally authorized to store/dispense medication).

f. At least three (3) meals per day.

g. If CONTRACTOR provides services in a congregate setting, CONTRACTOR shall maintain a 24-hour staff presence, with staff trained at a minimum to provide first aid, basic life support services, and the ability to communicate to outside emergency assistance.

h. Written policies and procedures for responding to life-threatening emergencies.

i. Compliant with state and local fire safety standards.

j. Written code of conduct for Participant behavior.

k. Written plans, and staff trainings, on how to address the handling of alcohol, illegal drugs, unauthorized prescription drugs, and weapons, including strategies to maximize Participant and staff safety.

2. Follow applicable local and state guidelines and regulations related to hazardous waste handling and disposal, disease prevention, and safety. Written policies and procedures should address the following:

a. Safe storage, disposal, and handling of biomedical and pharmaceutical waste, including expired or unused medications and needles.

b. Managing exposure to bodily fluids and other biohazards.

c. Infection control and the management of communicable diseases, including following applicable reporting requirements.

d. Storage, handling, security, and disposal of Participant medications, if Participant medications are stored and/or handled by CONTRACTOR's staff.

3. Manage timely and safe care transitions to Recuperative Care from jail, acute care, specialty care, and/or community settings.

a. Maintain clear policies and procedures for the screening and management of referrals into CONTRACTOR's Recuperative Care Program consistent with the intensity of services offered by CONTRACTOR as indicated in the standards and guidance established by the WPC Collaborative.

1) Admission criteria

2) Review for clinical appropriateness

a) Initial clinical determination for admission into Recuperative Care may be done by medical personnel of the referring facility or CONTRACTOR.

b) All admissions shall be subject to prospective or retrospective review, as provided in the standards and guidance established by the WPC Collaborative, by COUNTY's Care Coordinator.

3) Point of contact and phone number to receive referrals for those providers not connected to the WPC Connect, the WPC Program notification system.

4) HIPAA compliant communication

b. ADMINISTRATOR may authorize the admission of justice-involved WPC Beneficiaries from any of the following locations as long as they meet medical necessity for Recuperative Care as defined by ADMINISTRATOR. Transportation of Participants from these referring agencies to CONTRACTOR should be provided by the referring agency.

1) Hospital after an inpatient stay

2) Hospital emergency department

3) Community Clinic

4) Shelter bed program

5) Any County BHS Program

6) Other community based organizations as determined by the WPC Collaborative

c. Each Participant shall have a designated Recuperative Care provider of record.

d. Screen for and honor advance directives of Participants.

e. Notify and coordinate care, as necessary and appropriate, with the Participant's primary care provider.

4. Provide quality post-acute clinical care.

a. Have adequate and qualified medical personnel to assess baseline Participant health, make on-going reassessments to determine if the clinical interventions are effective, and determine readiness for discharge from the program.

b. Maintain a medical record for each Participant in a manner consistent with federal and state laws and regulations, including privacy laws.

c. Develop an individual WPC Care Plan specifying treatments, desired outcomes and goals, and discharge indicators. When various professional disciplines are involved in the care plan,

care, treatment, and services are provided to the Participant in an interdisciplinary and collaborative manner and noted in the WPC Care plan as applicable and consistent with laws and regulations regarding the Participant's privacy.

5. Coordinate care for WPC beneficiaries who may otherwise face barriers to adequately navigate and engage in support systems.

a. Link to community and social supports in order to help Participants transition out of homelessness and achieve positive outcomes.

b. Medical care coordination includes:

1) Supporting the Participant in developing self-management goals to increase their understanding of how their actions affect their health and develop strategies to meet those goals.

2) Assisting Participant in navigating their health network and establish a relationship with a primary care provider and/or Participant-centered medical home.

3) Coordinating transportation to and from medical and behavioral health appointments and support services

4) Facilitating Participant follow-up for medical appointments, including accompanying them as necessary and appropriate. This includes direct coordination with CalOptima (or CalOptima Network) Care Coordination staff to ensure ongoing follow up.

5) Ensuring communication between medical Recuperative Care staff and outside providers to follow up on any change in Participant care plans.

6) Providing access to phones during the Recuperative Care stay.

7) Making referrals to substance abuse and/or mental health programs as needed.

c. Wraparound services includes:

1) Facilitating access to housing, including supportive housing as appropriate.

2) Identifying community resources as indicated.

3) Submitting applications for SSI/SSDI, food stamps, Medi-Cal, and other federal/state benefit programs as applicable.

4) Providing access to social support groups such as cancer support and addiction support.

5) Facilitating family/caregiver interaction.

6. Facilitate safe and appropriate transitions out of Recuperative Care.

a. Maintain clear policies and procedures for discharging Participants back to the community.

b. Provide a written discharge summary and written discharge instructions to the Participant, which may include, but not be limited to:

1) Medication list and refill information

2) Medical problem list, including indications of a worsening condition and how to respond.

3) Instructions for accessing relevant community resources

4) List of follow-up appointments and contact information

5) Any special medical instructions.

c. Forward the Participant's discharge summary and instructions to the Participant's primary care provider, including the Participant's exit placement.

d. Transfer Participant information to appropriate community providers.

E. Outcomes:

a. CONTRACTOR shall complete outcome measures on all incoming and ongoing Participants in the Recuperative Care program.

1) This will include a tool to demonstrate impact of program services to measure reduction of symptoms or behaviors. Outcome tools currently being used include the Outcome Questionnaire (OQ), but can be discussed with ADMINISTRATOR. All outcome tools used to demonstrate impact will be approved by ADMINISTRATOR.

2) PHQ-9 – CONTRACTOR shall administer PHQ-9 evaluation to all WPC members (ages eighteen (18) years and older) at admission and document the results through WPC Connect.

3) Satisfaction Surveys will also be used for all Participants. CONTRACTOR shall also track all Participant referrals and linkages to supportive services including physical and behavioral health programs and housing. ADMINISTRATOR will provide CONTRACTOR with the list of referral and linkage categories to assist in data collection.

F. Grievance Policy - CONTRACTOR shall establish a grievance policy and system to allow Participants a mechanism to have their voices heard if they are unhappy with program systems or services. CONTRACTOR shall establish an external method for submitting grievances to avoid Participants needing to submit complaints to direct program staff onsite.

G. For WPC Beneficiaries, CONTRACTOR agrees to the policies, procedures, and guidance issued by the ADMINISTRATOR.

H. CONTRACTOR agrees that they are both a member of the WPC Collaborative and a WPC Participating Entity.

I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the CONTRACTOR Obligations Paragraph of this Exhibit E to the Agreement.

II. PAYMENTS

A. Jail Release (Justice Involved) Behavioral Health and Substance Use Disorder (Co-Occurring) Recuperative Care Services – COUNTY shall pay CONTRACTOR as follows for services provided as specified in Subparagraphs II.A.1. and II.A.2. below; provided, however, that the total of all payments to CONTRACTOR and all other contract providers for Recuperative Care Services shall not exceed COUNTY's Maximum Obligation per Period as specified in the Referenced Contract Provisions of this Agreement.

1. Participants that are confirmed to be CalOptima Beneficiaries immediately upon their release from jail: $220 per bed day from the day of admission (Day 1) to Day 90, or until the Participant no longer meets medical necessity for Recuperative Care, whichever comes first.

2. Participants that have confirmed Medi-Cal benefits, but for whom enrollment has not been transferred from the state to CalOptima at the time of their release from jail:

a. $220 per bed day and an automatic authorized length-of-stay for the day of admission (Day 1) through and including Day 30 to reflect the additional challenges in negotiating access to medical care for the Participant absent assistance from CalOptima.

b. $220 per bed day from Day 31 until the Participant no longer meets medical necessity for Recuperative Care or has reached a length of stay equal to ninety (90) days, whichever comes first.

B. CONTRACTOR's invoices to COUNTY shall be on a form approved or provided by ADMINISTRATOR and provide such information as is required by ADMINISTRATOR.

C. Invoices are due by the tenth (10th) working day of each month, and payment to CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after receipt of the correctly completed billing form.

D. CONTRACTOR agrees that all invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, journals, timesheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of service provided.

E. CONTRACTOR agrees that ADMINISTRATOR may withhold or delay any payment due to CONTRACTOR, if CONTRACTOR fails to comply with any provision of the Agreement.

F. CONTRACTOR shall not claim reimbursement for services provided beyond the expiration and/or termination of the Agreement, except as may otherwise be provided for under the Agreement.

G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit E to the Agreement.

III. STAFFING

A. CONTRACTOR shall ensure that it has adequate and qualified medical and behavioral personnel to assess baseline Participant health, provide supportive and educational services onsite, support Participants who may be in various levels of crisis onsite, provide educational and clinical interventions onsite, make on-going reassessments to determine if the clinical interventions are effective, and determine readiness for discharge from the program.

B. CONTRACTOR shall ensure that it has appropriate levels of medical and behavioral health staff to provide the Recuperative Care Services as required under this Agreement and appropriate levels of peer or supportive staff to provide behavioral health education and support as required under this Agreement.

1. Substance Use Disorder staffing includes a minimum of one (1) Clinician, with alcohol and

other drug experience, who can be a licensed or pre-licensed Marriage and Family Therapist, Clinical Social Worker, or Behavioral Health Counselor. If the staff is pre-licensed, CONTRACTOR must provide the appropriate amount of clinical supervision and training.

2. At least one other staff member who is California Association for Alcohol and Drug Abuse Counselor (CAADAC) certified or other certified substance use counselor, as approved by ADMINISTRATOR, for leading groups.

3. Peer Support - Actively recruit and hire staff, serving in any number of capacities within the program, that have lived experience in one or more of the following: living with SMI, has been in jail, and/or has a substance use disorder and is in recovery.

C. If CONTRACTOR is providing services in a congregate facility, ensure that it maintains a 24-hour staff presence with staff:

1. Trained at a minimum to provide first aid, basic life support services, and the ability to communicate to outside emergency assistance.

2. Trained in or have experience working with individuals struggling with mental health and/or substance use issues; as well as be culturally competent working with the homeless population. Training best practices include courses like Mental Health First Aid (MHFA) to increase staff awareness of issues Participants are dealing with.

I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit E to the Agreement."

12. Exhibit F, Jail Release Seriously Mentally Ill (SMI) Recuperative Care Services, is hereby added and inserted into the Agreement as follows:

"EXHIBIT F
AGREEMENT FOR PROVISION OF
RECUPERATIVE CARE SERVICES
BETWEEN
COUNTY OF ORANGE
AND
«CONTRACTOR_NAME_»
JULY 1, 2019 THROUGH DECEMBER 31, 2020

JAIL RELEASE SERIOUSLY MENTALLY ILL (SMI) RECUPERATIVE CARE SERVICES

I. CONTRACTOR OBLIGATIONS

A. CONTRACTOR agrees that the overarching goal of the WPC Pilot Program is the coordination of health, behavioral health, and social services, as applicable, in a Participant-centered manner with the goals of improved beneficiary health and wellbeing through more efficient and effective use of

resources.

B. Recuperative Care Services are acute and post-acute medical care for Participants who are too ill or frail to recover from physical illness or injury, but are not ill enough to require hospital or skilled nursing level care. CONTRACTOR has agreed to provide staffing and services specifically to address the needs of Participants who, in addition to their medical needs, will be admitted directly following their release from an Orange County Jail and are also living with Serious Mental Illness (SMI) that may affect their ability to adjust to transitioning setting.

1. COUNTY understands that Recuperative Care programs often exist as partnerships between two or more organizations that together provide the clinical care, physical space, and supportive services. CONTRACTOR has identified its partners, if any, as subcontractors in Exhibit B to this Agreement. CONTRACTOR shall:

a. Provide a safe, stable and supportive place to recover from illness or injury.

b. In addition to providing medical oversight, facilitate connections to primary and behavioral health care.

c. Provide support services designed to secure housing and/or ensure readiness for housing placement.

d. The Parties agree that Recuperative Care Services may be provided in a variety of settings including, but not limited to, freestanding facilities, homeless shelters, motels, and transitional housing.

e. The Parties agree that Recuperative Care Services for the Participants specified in this Exhibit F to the Agreement need not be provided as part of a distinctly separate program or facility, as long as CONTRACTOR is able to appropriately provide the mental health interventions required by the Participant(s).

2. For Participants provided services through this Agreement, CONTRACTOR shall:

a. Be available to accept admissions of Participants being released from jail usually between 7:00 AM and 10:00 AM. CONTRACTOR may also be requested to provide transportation of the Participant from the jail to CONTRACTOR's facility.

b. Provide on-site counseling support and coaching to aid the Participant immediately when in crisis and/or struggling with living with other people, living in a structured environment, and/or difficulties managing their feelings in their new environment. CONTRACTOR shall educate Participants on how to manage feelings to reduce or avoid calling emergency services in lieu of follow up with behavioral or physical health providers.

c. Provide Life Skills trainings, coaching sessions and counseling to better enable the Participant to integrate successfully into settings such as shelters and other shared living spaces. This will also include daily living skills education to increase skills required to live independently. Examples include skill development in the following categories: following shared space rules and expectations, home cleaning skills and techniques, personal hygiene skills, communication and anger management

skills, etc.

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d. Provide support services designed to secure housing and/or ensure readiness for independent housing. Support services shall include educational groups or coaching sessions focused on how to live independently. CONTRACTOR shall have housing navigation services available to coordinate with BHS efforts on behalf of these Participants as well as assist with transitions to shelter or other housing options for Participants upon discharge.

e. Provide a minimum of one (1) FTE Clinician to supervise the educational, coaching, and counseling sessions; as well as provide training to the case management and direct service site staff on behavioral health issues. The clinician will also be available to provide direct services including: coaching/counseling sessions, de-escalation and crisis management, and educational groups either facilitated individually or co-facilitated with other staff. One (1) FTE shall be equal to forty (40) hours worked per week.

f. Peer Support - Actively recruit and hire staff, serving in any number of capacities within the program, that have lived experience in one or more of the following: living with SMI, has been in jail, and/or has a substance use disorder and is in recovery.

C. CONTRACTOR shall provide the following services during each phase as available in consideration of the Participant's approved length of stay:

1. As part of the admission process, CONTRACTOR shall:

a. Upon arrival on the first day at the Recuperative Care facility, Participants shall be welcomed by CONTRACTOR's staff and provided with a written list of rules and expectations of the program as part of the intake process.

b. If a WPC Authorization is not already on file in WPC Connect for the Participant, CONTRACTOR shall work with the Participant to secure a signed WPC Authorization within three (3) days of the Participant's arrival into the Recuperative Care program.

2. **Phase 1** shall be services provided from the day of admission (Day 1) through and including Day 30, and shall include the following services. Depending on the each Participant's unique circumstances, the Parties agree that services identified in Phase 2 below may be provided during Phase 1; and, further, services identified in Phase 1 may continue to carry over to Phase 2.

a. Medical Care Plan Coordination:

1) The majority of Participants referred to CONTRACTOR shall be admitted directly from an Orange County Jail upon their release from custody; however, Participants may also be referred from BHS and/or BHS contracts specifically providing services to Participants released jail and other justice related programs and services, who subsequently determine that the Participant requires Recuperative Care.

2) CONTRACTOR shall provide medical oversight of the discharge plan as provided by the referring facility. CONTRACTOR shall develop an initial care coordination plan with all

referred Participants to include both physical and behavioral health issues as needed.

3) If the Participant is referred to CONTRACTOR from a BHS provider, and CONTRACTOR agrees the Participant meets the medical necessity criteria for Recuperative Care, CONTRACTOR shall work with the referring facility to develop an initial care coordination plan pending linkage with the Participant's primary care provider.

b. Medications:

1) When a Participant is referred from the Jail, the Jail will provide Participants with a seven (7) business day supply of all necessary medications. Linkage to primary care provider or Federally Qualified Health Center (FQHC) identified by ADMINISTRATOR shall occur within the first seven (7) business days of the Participant's admission to ensure continuation of critical medications, as well as coordination of home health, durable medical equipment, and specialty medical appointments.

2) When a Participant is referred from a justice related provider, rather than the Jail, CONTRACTOR shall connect with the Jail, the Participant's primary care provider and/or CalOptima for the Participant's medical history and developing a plan to obtain the appropriate medications for the Participant.

c. Linkage to Services:

1) Primary Care Provider: CONTRACTOR shall ensure the Participant is seen by their primary care provider or FQHC to provide the required authorizations for home health, durable medical equipment, or referrals to specialists as may be required by the Participant. CONTRACTOR shall enlist the assistance of CalOptima when appropriate to help the Participant get timely access to care.

2) Behavioral Health Services: All Participants shall be linked to COUNTY's Behavioral Health Services (BHS). CONTRACTOR shall coordinate with BHS, including services that can be offered by CONTRACTOR to support the efforts of BHS while the Participant is receiving Recuperative Care Services. All onsite program services shall be provided in coordination with BHS and overall treatment goals.

3) Substance Use Programs: CONTRACTOR shall coordinate with BHS for known or suspected substance use by Participants to ensure the most appropriate course of care can be provided while the Participant is receiving Recuperative Care Services.

4) CONTRACTOR acknowledges and agrees that that their goal is to provide on-site Behavioral Health Services in a manner that allows the Participant to sustain their placement in the Recuperative Care facility and that their continued mental health and substance use treatment will remain with the County Behavioral Health Services, or CalOptima, as appropriate, upon discharge from Recuperative Care.

d. CONTRACTOR shall provide transportation options to all Participants in the program. Participants will need support to get to primary medical care, behavioral health, housing and other supportive service appointments. CONTRACTOR shall provide bus passes, shared rides, or other

viable forms of transportation to assist the Participant in making all supportive service appointments.

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e. Participant Education: CONTRACTOR shall educate each Participant on the specifics of their medical and/or behavioral health issues and needs designed to prevent the need for future emergency room or inpatient hospital stays, or shelter placement failures.

f. Linkage to Other Benefits: CONTRACTOR shall work to link the Participant with other benefits including, but not limited to SSI, disability, veteran's benefits, and renewing/sustaining their Medi-Cal. This may include assisting the Participant in obtaining identification documents such as a state-issued identification, birth certificates, etc.

g. Housing Readiness: CONTRACTOR agrees to receive training on the coordinated entry system, including administering the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT) and all other Coordinated Entry System (CES) documentation. All incoming Participants will be screened for housing needs and entered into HMIS.

h. Assistance with Post-Custody requirements as appropriate.

3. **Phase 2** shall be from Day 31 through and including Day 90. Depending on each Participant's unique circumstances, the Parties agree that services identified in Phase 2 below may be provided during Phase 1; and, further, services identified in Phase 1 may continue to carry over to Phase 2.

a. Discharge Planning: CONTRACTOR shall prepare a discharge plan for the Participant's discharge from Recuperative Care that shall be shared with the Participant, the Participant's

primary care provider, and other providers involved in the Whole Person Care Plan of the Participant, as appropriate.

b. Community and Social Resources: CONTRACTOR shall link the Participant to community and social resources and ensure they know how to navigate to those resources via public transportation as necessary.

c. Housing:

1) CONTRACTOR shall provide Participant education to ensure housing readiness and successful placement such as tenant/landlord education (i.e., How to be a good tenant, etc.).

2) CONTRACTOR shall connect the Participant with housing opportunities directly or through linkages to other community resources.

d. Family Reunification: If possible, CONTRACTOR shall facilitate the Participant's connection with family. HCA BHS Outreach and Engagement can assist with homeward bound bus/train transportation as needed and while funds are available.

4. Exceptions to Phase I and Phase II services:

a. Periodically, COUNTY may authorize admission of Participants that have lower medical acuity than those typically authorized for admission. These Participants may have certain

chronic conditions that if not controlled and/or monitored would require ER visit and/or hospitalization. Phase I and Phase II services should certainly be provided; however, because the Participant is being admitted after a recent incarceration, the urgency in getting the Participant "medically settled" in Phase I may still present for these Participants for the initial linkages to a primary care provider and/or specialist.

b. Medical Respite Care

1) A Participant may either enter Recuperative Care with a hospice order or may request a hospice order while in Recuperative Care. At such time, the Phase I and Phase II services, with the exception of aiding the Participant in meeting with their doctors or BHS team as needed, CONTRACTOR is not expected to provide the other services identified, and shall work with the hospice team as appropriate.

2) Participants may enter Jail Release SMI Recuperative Care with an order for IV Chemo Therapy and are considered to have lower medical acuity; however, because the Participant is being admitted after a recent incarceration, the urgency in getting the Participant "medically settled" in Phase I may still present for these Participants for the initial linkages to a primary care provider and/or specialist. Phase II services should be provided as needed and/or necessary and as the Participant is able to participate in the services given their treatment regimen.

5. Low Medical Acuity Admissions:

a. ADMINISTRATOR may have need to admit a Participant to Recuperative Care to ensure required monitoring of a medical condition that, if left unmonitored, would result in a serious deterioration of the Participant's health.

b. The parties agree that such WPC Beneficiaries should not be referred to CONTRACTOR with level of medical coordination required for a Participant with an acute medical need, and therefore the more intensive level of care in Phase I should not be required with the exception of initial linkages to a primary care provider and/or specialist.

c. If CONTRACTOR determines that the Participant needs more of the intensive medical coordination usually provided during Phase I or Phase II, CONTRACTOR shall advise ADMINISTATOR documenting the need for a re-evaluation of the Participant.

6. Medical Respite Care: ADMINISTRATOR may authorize admission or stays beyond the initial ninety (90) bed day stay for up to an additional ninety (90) bed days for WPC Beneficiaries who do not meet the medical necessity criteria usually required for Recuperative Care Services, but who have circumstances that warrant their admission or continued stay. Such cases shall include:

a. IV Chemotherapy – Admission or authorized extended stays while the Participant is receiving treatment and may include days following the last administered dose of chemotherapy to ensure the Participant is not at risk for further deterioration of health due to the side-effects of their chemotherapy.

b. Hospice/Palliative Care - Either at admission or transitioned at any point during the

course of a Participant's authorize stay in Recuperative Care.

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1) It is the Hospice Provider's responsibility to find placement for WPC Beneficiaries when the level of services provided by CONTRACTOR cannot adequately meet the needs of the Participant due to their decline in health (i.e., requiring transfer to a skilled nursing or inpatient hospice facility). It shall be CONTRACTOR's responsibility to ensure obtain a plan of action from the Hospice provider, as well as to keep CalOptima and the Participant's primary care provider are aware of the status and needs of the Participant.

2) If the Participant, as a result of their decline while on Hospice/Palliative Care, requires assistance with their ADLs, and the Hospice Provider has not yet secured an alternative placement, CONTRACTOR may:

a) If CONTRACTOR is willing and capable of providing the increased level of care, send written notification to ADMINISTATOR and provide documentation as may be required; or

b) If CONTRACTOR is not willing and/or capable of providing the increased level of care, send written notification to ADMINISTRATOR and transfer the Participant to another WPC Recuperative Care contracting provider willing and capable to provide the level of care.

c) Other medical circumstances subject to the approval of ADMINISTRATOR and CalOtpima.

E. In providing Recuperative Care Services, CONTRACTOR shall follow the Standards for Medical Respite Care Programs issued by the National Health Care for the Homeless Counsel (https://www.nhchc.org/wp-content/uploads/2011/09/medical_respite_standards_oct2016.pdf) as those standards pertain to the intensity of Recuperative Care Services being provided by CONTRACTOR, and shall ensure, at a minimum, the following:

1. Space for Participants to rest and perform activities of daily living (ADLs) while receiving Recuperative Care which is habitable, promotes physical functioning, adequate hygiene, and personal safety.

a. A bed available to each Participant for twenty-four (24) hours per day.

b. On-site showering facilities.

c. On-site or access to laundering facilities.

d. Access to secured storage for personal belongings.

e. Access to secured storage for medications if CONTRACTOR is not legally authorized to store/dispense medication).

f. At least three (3) meals per day.

g. If CONTRACTOR provides services in a congregate setting, CONTRACTOR shall maintain a twenty-four (24) hour staff presence, with staff trained at a minimum to provide first aid, basic life support services, and the ability to communicate to outside emergency assistance.

h. Written policies and procedures for responding to life-threatening emergencies.

i. Compliant with state and local fire safety standards.

j. Written code of conduct for Participant behavior.

k. Written plans, and staff trainings, on how to address the handling of alcohol, illegal drugs, unauthorized prescription drugs, and weapons, including strategies to maximize Participant and staff safety.

2. Follow applicable local and state guidelines and regulations related to hazardous waste handling and disposal, disease prevention, and safety. Written policies and procedures should address the following:

a. Safe storage, disposal, and handling of biomedical and pharmaceutical waste, including expired or unused medications and needles.

b. Managing exposure to bodily fluids and other biohazards.

c. Infection control and the management of communicable diseases, including following applicable reporting requirements.

d. Storage, handling, security, and disposal of Participant medications, if Participant medications are stored and/or handled by CONTRACTOR's staff.

3. Manage timely and safe care transitions to Recuperative Care from jail, acute care, specialty care, and/or community settings.

a. Maintain clear policies and procedures for the screening and management of referrals into CONTRACTOR's Recuperative Care Program consistent with the intensity of services offered by CONTRACTOR as indicated in the standards and guidance established by the WPC Collaborative.

1) Admission criteria

2) Review for clinical appropriateness

a) Initial clinical determination for admission into Recuperative Care may be done by medical personnel of the referring facility or CONTRACTOR.

b) All admissions shall be subject to prospective or retrospective review, as provided in the standards and guidance established by the WPC Collaborative, by COUNTY's Care Coordinator.

3) Point of contact and phone number to receive referrals for those providers not connected to the WPC Connect, the WPC Program notification system.

4) HIPAA compliant communication

b. ADMINISTRATOR may authorize the admission of justice-involved WPC Beneficiaries from any of the following locations as long as they meet medical necessity for Recuperative Care as defined by ADMINISTRATOR. Transportation of Participants from these referring agencies to CONTRACTOR should be provided by the referring agency.

1) Hospital after an inpatient stay

2) Hospital emergency department

3) Community Clinic

4) Shelter bed program

5) Any County BHS Program

6) Other community based organizations as determined by the WPC Collaborative

c. Each Participant shall have a designated Recuperative Care provider of record.

d. Screen for and honor advance directives of Participants.

e. Notify and coordinate care, as necessary and appropriate, with the Participant's primary care provider.

4. Provide quality post-acute clinical care.

a. Have adequate and qualified medical personnel to assess baseline Participant health, make on-going reassessments to determine if the clinical interventions are effective, and determine readiness for discharge from the program.

b. Maintain a medical record for each Participant in a manner consistent with federal and state laws and regulations, including privacy laws.

c. Develop an individual WPC Care Plan specifying treatments, desired outcomes and goals, and discharge indicators. When various professional disciplines are involved in the care plan, care, treatment, and services are provided to the Participant in an interdisciplinary and collaborative manner and noted in the WPC Care plan as applicable and consistent with laws and regulations regarding the Participant's privacy.

5. Coordinate care for WPC beneficiaries who may otherwise face barriers to adequately navigate and engage in support systems.

a. Link to community and social supports in order to help Participants transition out of homelessness and achieve positive outcomes.

b. Medical care coordination includes:

1) Supporting the Participant in developing self-management goals to increase their understanding of how their actions affect their health and develop strategies to meet those goals.

2) Assisting Participant in navigating their health network and establish a relationship with a primary care provider and/or Participant-centered medical home.

3) Coordinating transportation to and from medical and behavioral health appointments and support services

4) Facilitating Participant follow-up for medical appointments, including accompanying them as necessary and appropriate. This includes direct coordination with CalOptima (or CalOptima Network) Care Coordination staff to ensure ongoing follow up.

5) Ensuring communication between medical Recuperative Care staff and outside providers to follow up on any change in Participant care plans.

6) Providing access to phones during the Recuperative Care stay.

7) Making referrals to substance abuse and/or mental health programs as needed.

c. Wraparound services includes:

1) Facilitating access to housing, including supportive housing as appropriate.

2) Identifying community resources as indicated.

3) Submitting applications for SSI/SSDI, food stamps, Medi-Cal, and other federal/state benefit programs as applicable.

4) Providing access to social support groups such as cancer support and addiction support.

5) Facilitating family/caregiver interaction.

6. Facilitate safe and appropriate transitions out of Recuperative Care.

a. Maintain clear policies and procedures for discharging Participants back to the community.

b. Provide a written discharge summary and written discharge instructions to the Participant, which may include, but not be limited to:

1) Medication list and refill information

2) Medical problem list, including indications of a worsening condition and how to respond.

3) Instructions for accessing relevant community resources

4) List of follow-up appointments and contact information

5) Any special medical instructions.

c. Forward the Participant's discharge summary and instructions to the Participant's primary care provider, including the Participant's exit placement.

d. Transfer Participant information to appropriate community providers.

E. Outcomes:

a. CONTRACTOR shall complete outcome measures on all incoming and ongoing Participants in the Recuperative Care program.

1) This will include a tool to demonstrate impact of program services to measure reduction of symptoms or behaviors. Outcome tools currently being used include the Outcome Questionnaire (OQ), but can be discussed with ADMINISTRATOR. All outcome tools used to demonstrate impact will be approved by ADMINISTRATOR.

2) PHQ-9 – CONTRACTOR shall administer PHQ-9 evaluation to all WPC members (ages eighteen (18) years and older) at admission and document the results through WPC Connect.

3) Satisfaction Surveys will also be used for all Participants. CONTRACTOR shall also track all Participant referrals and linkages to supportive services including physical and behavioral health programs and housing. ADMINISTRATOR will provide CONTRACTOR with the list of referral and linkage categories to assist in data collection.

F. Grievance Policy - CONTRACTOR shall establish a grievance policy and system to allow Participants a mechanism to have their voices heard if they are unhappy with program systems or services. CONTRACTOR shall establish an external method for submitting grievances to avoid

Participants needing to submit complaints to direct program staff onsite.

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G. For WPC Beneficiaries, CONTRACTOR agrees to the policies, procedures, and guidance issued by the ADMINISTRATOR.

H. CONTRACTOR agrees that they are both a member of the WPC Collaborative and a WPC Participating Entity.

I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the CONTRACTOR Obligations Paragraph of this Exhibit F to the Agreement.

II. PAYMENTS

A. Justice Involved – Living with Serious Mental Illness Recuperative Care Services – COUNTY shall pay CONTRACTOR as follows for services provided as specified in Paragraph III below; provided, however, that the total of all payments to CONTRACTOR shall not exceed COUNTY's Maximum Obligation per Period as specified in the Referenced Contract Provisions of this Agreement.

1. Participants that are confirmed to be CalOptima Beneficiaries immediately upon their release from jail: $220 per bed day from the day of admission (Day 1) to Day 90, or until the Participant no longer meets medical necessity for Recuperative Care, whichever comes first.

2. Participants that have confirmed Medi-Cal benefits, but for whom enrollment has not been transferred from the state to CalOptima at the time of their release from jail:

a. $220 per bed day and an automatic authorized length-of-stay for the day of admission (Day 1) through and including Day 30 to reflect the additional challenges in negotiating access to medical care for the Participant absent assistance from CalOptima.

b. $220 per bed day from Day 31 until the Participant no longer meets medical necessity for Recuperative Care or has reached a length of stay equal to ninety (90) days, whichever comes first.

B. CONTRACTOR's invoices to COUNTY shall be on a form approved or provided by ADMINISTRATOR and provide such information as is required by ADMINISTRATOR.

C. Invoices are due by the tenth (10^{th}) working day of each month, and payment to CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after receipt of the correctly completed billing form.

D. CONTRACTOR agrees that all invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, journals, timesheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of service provided.

E. CONTRACTOR agrees that ADMINISTRATOR may withhold or delay any payment due to CONTRACTOR, if CONTRACTOR fails to comply with any provision of the Agreement.

F. CONTRACTOR shall not claim reimbursement for services provided beyond the expiration and/or termination of the Agreement, except as may otherwise be provided for under the Agreement.

G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the

Payments Paragraph of this Exhibit F to the Agreement.

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III. STAFFING

A. CONTRACTOR shall ensure that it has adequate and qualified medical and behavioral personnel to assess baseline Participant health, provide supportive and educational services onsite, support Participants who may be in various levels of crisis onsite, provide educational and clinical interventions onsite, make on-going reassessments to determine if the clinical interventions are effective, and determine readiness for discharge from the program.

B. CONTRACTOR shall ensure that it has appropriate levels of medical and behavioral health staff to provide the Recuperative Care Services as required under this Agreement and appropriate levels of peer or supportive staff to provide behavioral health education and support as required under this Agreement.

1. Behavioral Health staffing includes a minimum of one (1) Clinician who can be a licensed or pre-licensed Marriage and Family Therapist, Clinical Social Worker, or Behavioral Health Counselor. If the staff is pre-licensed, CONTRACTOR must provide the appropriate amount of clinical supervision and training.

2. Peer Support - Actively recruit and hire staff, serving in any number of capacities within the program, that have lived experience in one or more of the following: living with SMI, has been in jail, and/or has a substance use disorder and is in recovery.

C. If CONTRACTOR is providing services in a congregate facility, ensure that it maintains a 24-hour staff presence with staff:

1. Trained at a minimum to provide first aid, basic life support services, and the ability to communicate to outside emergency assistance.

2. Trained in or have experience working with individuals struggling with mental health and/or substance use issues; as well as be culturally competent working with the homeless population. Training best practices include courses like Mental Health First Aid (MHFA) to increase staff awareness of issues Participants are dealing with.

G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit F to the Agreement."

13. Exhibit G, Medical Respite Care Services, is hereby added and inserted into the Agreement as follows:

"EXHIBIT G
AGREEMENT FOR PROVISION OF
RECUPERATIVE CARE SERVICES
BETWEEN
COUNTY OF ORANGE

AND

«CONTRACTOR_NAME_»

JULY 1, 2017 THROUGH DECEMBER 31, 2020

MEDICAL RESPITE CARE SERVICES

II. CONTRACTOR OBLIGATIONS

A. CONTRACTOR agrees that the overarching goal of the WPC Pilot Program is the coordination of health, behavioral health, and social services, as applicable, in a Participant-centered manner with the goals of improved beneficiary health and wellbeing through more efficient and effective use of resources.

B. Medical Respite Recuperative Care Services are medical care for Participants do not have an acute or post-acute medical need, but whose medical condition(s) dictate that they cannot remain on the street, but are not ill enough to require hospital or skilled nursing level care.

1. COUNTY understands that Recuperative Care programs often exist as partnerships between two or more organizations that together provide the clinical care, physical space, and supportive services. CONTRACTOR has identified its partners, if any, as subcontractors in Exhibit B to this Agreement. CONTRACTOR shall:

a. Provide a safe, stable and supportive place to recover from illness or injury.

b. In addition to providing medical oversight, facilitate connections to primary and behavioral health care.

c. Provide support services designed to secure housing and/or ensure readiness for housing placement.

2. The Parties agree that Recuperative Care Services may be provided in a variety of settings including, but not limited to, freestanding facilities, homeless shelters, motels, and transitional housing.

C. CONTRACTOR shall provide the following services shall be provided to those specifically admitted for Medical Respite Care or Lower Acuity Medical Care. The parties agree that such WPC Beneficiaries should not be referred to CONTRACTOR with level of medical coordination and assessment of medical needs required for a Participant with an acute medical need, and therefore the more intensive level of coordination of services should not be required. If CONTRACTOR determines that the Participant needs more of the intensive medical coordination typical of that provided for acute and post-acute admissions, CONTRACTOR shall submit a written request to ADMINISTATOR documenting the need for a re-evaluation of the Participant and justification for additional reimbursement or transfer to a WPC contracting Recuperative Care provider willing and capable of providing the needed level of services.

1. As part of the admission process, CONTRACTOR shall:

a. Upon arrival on the first day at the Recuperative Care facility, Participants shall be

welcomed by CONTRACTOR's staff and provided with a written list of rules and expectations of the program as part of the intake process.

b. If a WPC Authorization is not already on file in WPC Connect for the Participant, CONTRACTOR shall work with the Participant to secure a signed WPC Authorization within three (3) days of the Participant's arrival into the Recuperative Care program.

2. Medical Respite: ADMINISTRATOR may authorize admission or stays beyond the initial ninety (90) bed day stay for up to an additional ninety (90) bed days, or longer as may be determined by ADMINISTRATOR and CalOptima, for WPC Beneficiaries who do not meet the medical necessity criteria usually required for Recuperative Care Services, but who have circumstances that warrant their admission or continued stay. Such cases shall include:

a. IV Chemotherapy – Admission or authorized extended stays while the Participant is receiving treatment and may include days following the last administered dose of chemotherapy to ensure the Participant is not at risk for further deterioration of health due to the side-effects of their chemotherapy.

b. Hospice/Palliative Care - Either at admission or transitioned at any point during the course of a Participant's authorize stay in Recuperative Care.

1) It is the Hospice Provider's responsibility to find placement for WPC Beneficiaries when the level of services provided by CONTRACTOR cannot adequately meet the needs of the Participant due to their decline in health (i.e., requiring transfer to a skilled nursing or inpatient hospice facility). It shall be CONTRACTOR's responsibility to ensure obtain a plan of action from the Hospice provider, as well as to keep CalOptima and the Participant's primary care provider are aware of the status and needs of the Participant.

2) If the Participant, as a result of their decline while on Hospice/Palliative Care, requires assistance with their ADLs, and the Hospice Provider has not yet secured an alternative placement, CONTRACTOR may:

a) If CONTRACTOR is willing and capable of providing the increased level of care, send written notification to ADMINISTATOR and provide documentation as may be required; or

b) If CONTRACTOR is not willing and/or capable of providing the increased level of care, send written notification to ADMINISTRATOR and transfer the Participant to another WPC Recuperative Care contracting provider willing and capable to provide the level of care.

c. Other medical circumstances subject to the approval of ADMINISTRATOR and CalOtpima.

3. Low Medical Acuity Admissions:

a. ADMINISTRATOR may have need to admit a Participant to Recuperative Care to ensure required monitoring of a medical condition that, if left unmonitored, would result in a serious deterioration of the Participant's health.

b. The parties agree that such WPC Beneficiaries should not be referred to

CONTRACTOR with level of medical coordination and assessment of medical needs required for a Participant with an acute medical need, and therefore the more intensive level of coordination of services should not be required

c. If CONTRACTOR determines that the Participant needs more of the intensive medical coordination typical of that provided for acute and post-acute admissions, CONTRACTOR shall submit a written request to ADMINISTATOR documenting the need for a re-evaluation of the Participant and justification for additional reimbursement or transfer to a WPC contracting Recuperative Care provider willing and capable of providing the needed level of services

4. The following services shall be provided from the day of admission (Day 1) through and until such time that the Participant is ready for discharge,

a. Medical Care Plan Coordination should be limited to the Participant's specific medical needs which justified their admission for Medical Respite or Low Acuity Care. If additional care coordination is determined following admission, CONTRACTOR shall notify ADMINISTRATOR. CONTRACTOR shall develop an initial care coordination plan with all referred Participants to include both physical and behavioral health issues as needed.

b. Medications: CONTRACTOR shall make their best effort to connect with the Participant's primary care provider and/or CalOptima for the Participant's medical history and developing a plan to obtain the appropriate medications, including psychiatric medications, for the Participant.

c. Linkage to Services:

1) Primary Care Provider: CONTRACTOR shall ensure the Participant is seen by their primary care provider and/or specialists, as appropriate, which may include helping the Participant to select a primary care provider. CONTRACTOR shall enlist the assistance of CalOptima when appropriate to help the Participant get timely access to care.

2) Behavioral Health Services:

a) If the Participant is linked to COUNTY's Behavioral Health Services (BHS), CONTRACTOR shall coordinate with BHS, including services that can be offered by CONTRACTOR, if any, to support the efforts of BHS while the Participant is receiving Recuperative Care Services. Any onsite program services shall be provided in coordination with BHS and overall treatment goals.

b) If the Participant is not currently linked to BHS; however, CONTRACTOR determines that an evaluation by BHS may be necessary, CONTRACTOR shall coordinate with BHS's Outreach & Engagement team to determine how the Participant's needs can best be met.

3) Substance Use Programs: CONTRACTOR shall coordinate with BHS for known or suspected substance use by Participants to ensure the most appropriate course of care can be provided while the Participant is receiving Recuperative Care Services.

d. CONTRACTOR shall provide transportation options to all Participants in the program. Participants will need support to get to primary medical care, behavioral health, housing and other

supportive service appointments. CONTRACTOR shall provide bus passes, shared rides, or other viable forms of transportation to assist the Participant in making all supportive service appointments.

e. Participant Education: CONTRACTOR shall educate each Participant on the specifics of their medical and/or behavioral health issues, as appropriate.

f. Linkage to Other Benefits: CONTRACTOR shall work to connect the Participant with other benefits, as appropriate, including, but not limited to SSI, disability, veteran's benefits, and renewing/sustaining their Medi-Cal. This may include assisting the Participant in obtaining identification documents such as a state-issued identification, birth certificates, etc.

g. Housing Readiness: CONTRACTOR agrees to receive training when available on the coordinated entry system, including administering the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT) and all other Coordinated Entry System (CES) documentation. All incoming Participants, except for those admitted for Hospice/Palliative Care, will be screened for housing needs and entered into HMIS.

h. Discharge Planning: CONTRACTOR shall prepare a discharge plan for the Participant's discharge from Recuperative Care that shall be shared with the Participant, the Participant's primary care provider, and other providers involved in the Whole Person Care Plan of the Participant, as appropriate.

i. Community and Social Resources: CONTRACTOR shall connect the Participant to community and social resources and ensure they know how to navigate to those resources via public transportation as necessary.

j. Housing (except for Participants on Hospice/Palliative Care):

1) CONTRACTOR shall provide Participant education to ensure housing readiness and successful placement such as tenant/landlord education (i.e., How to be a good tenant, etc.).

2) CONTRACTOR shall connect the Participant with housing opportunities directly or through linkages to other community resources.

k. Family Reunification: If possible, CONTRACTOR shall facilitate the Participant's connection with family. BHS Outreach and Engagement can assist with homeward bound bus/train transportation as needed and while funds are available.

E. In providing Recuperative Care Services, CONTRACTOR shall follow the Standards for Medical Respite Care Programs issued by the National Health Care for the Homeless Counsel (https://www.nhchc.org/wp-content/uploads/2011/09/medical_respite_standards_oct2016.pdf) as those standards pertain to the intensity of Recuperative Care Services being provided by CONTRACTOR, and shall ensure, at a minimum, the following:

1. Space for Participants to rest and perform activities of daily living (ADLs) while receiving Recuperative Care which is habitable, promotes physical functioning, adequate hygiene, and personal safety.

a. A bed available to each Participant for twenty-four (24) hours per day.

b. On-site showering facilities.

c. On-site or access to laundering facilities.

d. Access to secured storage for personal belongings.

e. Access to secured storage for medications if CONTRACTOR is not legally authorized to store/dispense medication).

f. At least three (3) meals per day.

g. If CONTRACTOR provides services in a congregate setting, CONTRACTOR shall maintain a 24-hour staff presence, with staff trained at a minimum to provide first aid, basic life support services, and the ability to communicate to outside emergency assistance.

h. Written policies and procedures for responding to life-threatening emergencies.

i. Compliant with state and local fire safety standards.

j. Written code of conduct for Participant behavior.

k. Written plans, and staff trainings, on how to address the handling of alcohol, illegal drugs, unauthorized prescription drugs, and weapons, including strategies to maximize Participant and staff safety.

2. Follow applicable local and state guidelines and regulations related to hazardous waste handling and disposal, disease prevention, and safety. Written policies and procedures should address the following:

a. Safe storage, disposal, and handling of biomedical and pharmaceutical waste, including expired or unused medications and needles.

b. Managing exposure to bodily fluids and other biohazards.

c. Infection control and the management of communicable diseases, including following applicable reporting requirements.

d. Storage, handling, security, and disposal of Participant medications, if Participant medications are stored and/or handled by CONTRACTOR's staff.

3. Manage timely and safe care transitions to Recuperative Care from acute care, specialty care, and/or community settings.

a. Maintain clear policies and procedures for the screening and management of referrals into CONTRACTOR's Recuperative Care Program consistent with the intensity of services offered by CONTRACTOR as indicated in the standards and guidance established by the WPC Collaborative.

1) Admission criteria

2) Review for clinical appropriateness

a) Initial clinical determination for admission into Recuperative Care may be done by medical personnel of the referring facility or CONTRACTOR.

b) All admissions shall be subject to prospective or retrospective review, as provided in the standards and guidance established by the WPC Collaborative, by COUNTY's Care Coordinator.

3) Point of contact and phone number to receive referrals for those providers not connected to the WPC Connect, the WPC Program notification system.

4) HIPAA compliant communication

b. WPC Beneficiaries may be referred from any of the following locations as long as they meet medical necessity for Recuperative Care as defined by the WPC Collaborative. Transportation of Participants from these referring agencies to CONTRACTOR should be provided by the referring agency.

1) Hospital after an inpatient stay

2) Hospital emergency department

3) Community Clinic

4) Shelter bed program

5) Any County BHS Program

6) Other community based organizations as determined by the WPC Collaborative

c. Each Participant shall have a designated Recuperative Care provider of record.

d. Screen for and honor advance directives of Participants.

e. Notify and coordinate care, as necessary and appropriate, with the Participant's primary care provider.

4. Provide quality post-acute clinical care.

a. Have adequate and qualified medical personnel to assess baseline Participant health, make on-going reassessments to determine if the clinical interventions are effective, and determine readiness for discharge from the program.

b. Maintain a medical record for each Participant in a manner consistent with federal and state laws and regulations, including privacy laws.

c. Develop an individual WPC Care Plan specifying treatments, desired outcomes and goals, and discharge indicators. When various professional disciplines are involved in the care plan, care, treatment, and services are provided to the Participant in an interdisciplinary and collaborative manner and noted in the WPC Care plan as applicable and consistent with laws and regulations regarding the Participant's privacy.

5. Coordinate care for WPC beneficiaries who may otherwise face barriers to adequately navigate and engage in support systems.

a. Link to community and social supports in order to help Participants transition out of homelessness and achieve positive outcomes.

b. Medical care coordination includes:

1) Supporting the Participant in developing self-management goals to increase their understanding of how their actions affect their health and develop strategies to meet those goals.

2) Assisting Participants in navigating their health network and establish a relationship with a primary care provider and/or Participant-centered medical home.

3) Coordinating transportation to and from medical appointments and support services

4) Facilitating Participant follow-up for medical appointments, including accompanying them as necessary and appropriate. This includes direct coordination with CalOptima (or CalOptima Network) Care Coordination staff to ensure ongoing follow up.

5) Ensuring communication between medical Recuperative Care staff and outside providers to follow up on any change in Participant care plans.

6) Providing access to phones during the Recuperative Care stay.

7) Making referrals to substance abuse and/or mental health programs as needed.

c. Wraparound services includes:

1) Facilitating access to housing, including supportive housing as appropriate.

2) Identifying community resources as indicated.

3) Submitting applications for SSI/SSDI, food stamps, Medi-Cal, and other federal/state benefit programs as applicable.

4) Providing access to social support groups such as cancer support and addiction support.

5) Facilitating family/caregiver interaction.

6. Facilitate safe and appropriate transitions out of Recuperative Care.

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a. Maintain clear policies and procedures for discharging Participants back to the community.

b. Provide a written discharge summary and written discharge instructions to the Participant, which may include, but not be limited to:

1) Medication list and refill information

2) Medical problem list, including indications of a worsening condition and how to respond.

3) Instructions for accessing relevant community resources

4) List of follow-up appointments and contact information

5) Any special medical instructions.

c. Forward the Participant's discharge summary and instructions to the Participant's primary care provider, including the Participant's exit placement.

d. Transfer Participant information to appropriate community providers

E. Outcomes:

a. CONTRACTOR shall complete outcome measures on all incoming and ongoing Participants in the Recuperative Care program.

1) This will include a tool to demonstrate impact of program services to measure reduction of symptoms or behaviors. Outcome tools currently being used include the Outcome Questionnaire (OQ), but can be discussed with ADMINISTRATOR. All outcome tools used to

demonstrate impact will be approved by ADMINISTRATOR.

2) PHQ-9 – CONTRACTOR shall administer PHQ-9 evaluation to all WPC members (ages eighteen (18) years and older) at admission and document the results through WPC Connect.

3) Satisfaction Surveys will also be used for all Participants. CONTRACTOR shall also track all Participant referrals and linkages to supportive services including physical and behavioral health programs and housing. ADMINISTRATOR will provide CONTRACTOR with the list of referral and linkage categories to assist in data collection.

F. Grievance Policy - CONTRACTOR shall establish a grievance policy and system to allow Participants a mechanism to have their voices heard if they are unhappy with program systems or services. CONTRACTOR shall establish an external method for submitting grievances to avoid Participants needing to submit complaints to direct program staff onsite.

G. For WPC Beneficiaries, CONTRACTOR agrees to the policies, procedures, and guidance issued by the WPC Collaborative.

H. CONTRACTOR agrees that they are both a member of the WPC Collaborative and a WPC Participating Entity.

I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the CONTRACTOR Obligations Paragraph of this Exhibit G to the Agreement.

III. PAYMENTS

A. Medical Respite Recuperative Care Services – COUNTY shall pay CONTRACTOR at the following rates per level of service as specified in Paragraph III below; provided, however, that the total of all payments to CONTRACTOR and all other contract providers of Recuperative Care Services provided to WPC Beneficiaries shall not exceed COUNTY's Maximum Obligation per Period as specified in the Referenced Contract Provisions of this Agreement.

1. Medical respite:

a. $150 per bed day (Days 1- 30); provided, however, CONTRACTOR may request reimbursement of $220 per bed day for this period in accordance with Subparagraph III.C. of this Exhibit.

b. $120 per bed day (Days 31 – TBD)

c. $220 per bed day from the point that the Participant is determined to require assistance with their ADLs resulting from their decline in health until the Participant no longer meets medical necessity for Recuperative Care, and CONTRACTOR has provided notification to ADMINISTRATOR that CONTRACTOR willing and capable of providing the increased level of care.

d. If the Participant needs more of the intensive medical coordination typical of that provided for acute and post-acute admissions, CONTRACTOR shall submit a written request to ADMINISTATOR documenting the need for a re-evaluation of the Participant and justification for reimbursement up to:

1) $220 per bed day for days 1 through and including 30 or until the level of medical coordination is more consistent with someone needing medical respite versus medical recuperation, whichever comes first.

2) $150 per bed day for days 31 until the level of medical coordination is more consistent with someone needing medical respite versus medical recuperation.

2. Low Medical Acuity, reimbursement shall be as follows:

a. $150 per bed day (Days 1- 30)

b. $120 per bed day for Days 31 – until the Participant no longer meets medical necessity for Recuperative Care or has reached a length of stay equal to ninety (90) days, whichever comes first.

C. CONTRACTOR's invoices to COUNTY shall be on a form approved or provided by ADMINISTRATOR and provide such information as is required by ADMINISTRATOR.

D. Invoices are due by the tenth (10^{th}) working day of each month, and payment to CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after receipt of the correctly completed billing form.

E. CONTRACTOR agrees that all invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, journals, timesheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of service provided.

F. CONTRACTOR agrees that ADMINISTRATOR may withhold or delay any payment due to CONTRACTOR, if CONTRACTOR fails to comply with any provision of the Agreement.

G. CONTRACTOR shall not claim reimbursement for services provided beyond the expiration and/or termination of the Agreement, except as may otherwise be provided for under the Agreement.

H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit G to the Agreement.

IV. STAFFING

A. CONTRACTOR shall ensure that it has adequate and qualified medical and behavioral health personnel to assess baseline Participant health, provide supportive and educational services onsite, provide educational and clinical interventions onsite, make on-going reassessments to determine if the clinical interventions are effective, and determine readiness for discharge from the program.

B. CONTRACTOR shall ensure that it has appropriate levels of medical staff to provide the Recuperative Care Services as required under this Agreement.

C. If CONTRACTOR is providing services in a congregate facility, ensure that it maintains a 24-hour staff presence with staff:

1. Trained at a minimum to provide first aid, basic life support services, and the ability to communicate to outside emergency assistance.

2. Trained in or have experience working with individuals struggling with mental health and/or substance use issues; as well as be culturally competent working with the homeless population.

Training best practices include courses like Mental Health First Aid (MHFA) for non-clinicians to increase staff awareness of issues Participants are dealing with.

3. Certified, at a minimum, as a Professional Caregiver, for those providing assistance with ADLs.

D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit G to the Agreement."

In all other respects, the terms of the underlying Agreement, as previously amended by the First, Second, and Third Amendment and not specifically changed by this Fourth Amendment, shall remain in full force and effect and incorporated herein by this reference.

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IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment to the Agreement, in the County of Orange, f of California.

«CONTRACTOR_NAME_»

BY: _____ DATED: _____

TITLE: _____

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

HEALTH CARE AGENCY

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

BY: DocuSigned by: Massoud Shamel 79055CA571A94F8... _____ DATED: 6/21/2019

If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the Board of Directors has empowered said authorized individual to act on its behalf by his or her signature alone is required by ADMINISTRATOR.