

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).

WITNESSETH:

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

1 period July 1, 2017 through June 30, 2019, revising the Aggregate Maximum Obligation from
2 \$4,148,070 to \$4,902,890, for the period July 1, 2017 through June 30, 2020; and

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

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

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

11
12 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained
13 herein, COUNTY and CONTRACTOR do hereby agree as follows:

14
15 1. Page 4, lines 10 through 15 of the Agreement are amended to read as follows:

16 **“Aggregate Maximum Obligation: \$21,693,140**

17	Period One Maximum Obligation:	\$ 906,640
18	Period Two Maximum Obligation:	5,306,690
19	Period Three Maximum Obligation:	5,869,618
20	Period Four Maximum Obligation:	<u>9,610,192</u>
21	TOTAL MAXIMUM OBLIGATION:	\$ 21,693,140”

22
23 2. Conflict of Interest Paragraph, is hereby added and inserted into the Agreement as Paragraph V with
24 each subsequent paragraph hereby re-numbered accordingly, as follows:

25 **“V. CONFLICT OF INTEREST**

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

34
35 3. Dispute Resolution Paragraph, is hereby added and inserted into the Agreement as Paragraph IX
36 with each subsequent paragraph hereby re-numbered accordingly, as follows:

37 //

“IX. DISPUTE RESOLUTION”

1
2 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the
3 dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a
4 reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be
5 brought to the attention of the COUNTY Purchasing Agency by way of the following process:

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

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

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

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

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

32
33 4. Subparagraphs B. and C. of Paragraph XVI. Maximum Obligation, are hereby amended as follows:

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

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

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

3
4 5. Exhibit A, Services Designation(s), is hereby deleted in its entirety and replaced with the following
5 Exhibit A:

6 “EXHIBIT A
7 AGREEMENT FOR PROVISION OF
8 RECUPERATIVE CARE SERVICES

9 BETWEEN
10 COUNTY OF ORANGE

11 AND

12 «CONTRACTOR_NAME_»

13 JULY 1, 2017 THROUGH DECEMBER 31, 2020

14
15 **I. SERVICE DESIGNATION(S)**

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

21 Recuperative 22 Care Services, 23 General 24 Provisions as 25 specified in 26 <u>Exhibit B</u>	21 Assisted Daily 22 Living 23 Recuperative 24 Care Services 25 as specified in 26 <u>Exhibit C</u>	21 General Jail 22 Release 23 Population 24 Recuperative 25 Care Services 26 as specified in 27 <u>Exhibit D</u>	21 Jail Release 22 Behavioral 23 Health 24 Services and 25 Substance Use 26 Disorder (Co- 27 Occurring) as 28 specified in 29 <u>Exhibit E</u>	21 Jail Release 22 Seriously 23 Mentally Ill 24 (SMI), 25 Recuperative 26 Care Services 27 as specified in 28 <u>Exhibit F</u>	21 <u>Respite Care</u> 22 <u>Services as</u> 23 <u>specified in</u> 24 <u>Exhibit G</u>
28 «SRVC_DE 29 SIG_1»	28 «SRVC_DE 29 SIG_2»	28 «SRVC_DE 29 SIG_3»	28 «SRVC_DE 29 SIG_4»	28 «SRVC_DE 29 SIG_5»	28 «SRVC_DE 29 SIG_6»

30
31 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
32 Service Designation(s) Paragraph of this Exhibit A to the Agreement.”

33
34 6. Exhibit B, Business Associate Contract, is hereby re-lettered as Exhibit H.

35
36 7. Exhibit C, Personal Information Privacy and Security Contract, is hereby re-lettered as Exhibit I.

37 //

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

1 conditions and limitations on the State's 1115(a) Medicaid Demonstration Waiver, known as "Medi-Cal
2 2020." The document describes in detail the nature, character and extent of CMS involvement in the
3 Waiver and the State's obligations to CMS. The Parties acknowledge that requirements in the STCs,
4 including any official amendments or clarifications thereto, relating to the WPC Pilot Program shall be
5 deemed as COUNTY's obligation to the State.

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

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

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

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

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

- 24 a. Lack a fixed, regular, and adequate nighttime residence; or,
- 25 b. Have a primary nighttime residence that is a public or private place not designed for, or
26 ordinarily used as, a regular sleeping accommodation for human beings, including a car, park,
27 abandoned building, bus or train station, airport, or camping ground; or,
- 28 c. Are living in a supervised publicly or privately operated shelter designated to provide
29 temporary living arrangements (including hotels and motels paid for by federal, State, or local
30 government programs for low-income individuals or by charitable organizations), congregate shelters,
31 and transitional housing; or,
- 32 d. Reside in a shelter or place not meant for human habitation and is exiting an institution
33 where he or she temporarily resided; or,
- 34 e. Otherwise meet the definition of 42 U.S. Code Sections 11302(a)(5), (6) or (b).

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

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

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

6
7 **II. CONTRACTOR OBLIGATIONS**

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

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

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

- 19 a. Provide a safe, stable and supportive place to recover from illness or injury.
- 20 b. In addition to providing medical oversight, facilitate connections to primary and
21 behavioral health care.
- 22 c. Provide support services designed to secure housing and/or ensure readiness for
23 housing placement.

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

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

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

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

33 2. **Phase 1** shall be services provided from the day of admission (Day 1) through and
34 including Day 30, and shall include the following services. Depending on each Participant’s unique
35 circumstances, the Parties agree that services identified in Phase 2 below may be provided during Phase
36 1; and, further, services identified in Phase 1 may continue to carry over to Phase 2.

- 37 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.

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

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

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

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

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

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

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

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

30 c. Housing:

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

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

35 d. Family Reunification: If possible, CONTRACTOR shall facilitate the Participant’s
36 connection with family. BHS Outreach and Engagement can assist with homeward bound bus/train
37 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 ADMINISTRATOR 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.

- 1 b. On-site showering facilities.
- 2 c. On-site or access to laundering facilities.
- 3 d. Access to secured storage for personal belongings.
- 4 e. Access to secured storage for medications if CONTRACTOR is not legally authorized
- 5 to store/dispense medication.
- 6 f. At least three (3) meals per day.
- 7 g. If CONTRACTOR provides services in a congregate setting, CONTRACTOR shall
- 8 maintain a twenty-four (24) hour staff presence, with staff trained at a minimum to provide first aid,
- 9 basic life support services, and the ability to communicate to outside emergency assistance.
- 10 h. Written policies and procedures for responding to life-threatening emergencies.
- 11 i. Compliant with state and local fire safety standards.
- 12 j. Written code of conduct for Participant behavior.
- 13 k. Written plans, and staff trainings, on how to address the handling of alcohol, illegal
- 14 drugs, unauthorized prescription drugs, and weapons, including strategies to maximize Participant and
- 15 staff safety.
- 16 2. Follow applicable local and state guidelines and regulations related to hazardous waste
- 17 handling and disposal, disease prevention, and safety. Written policies and procedures should address
- 18 the following:
- 19 a. Safe storage, disposal, and handling of biomedical and pharmaceutical waste, including
- 20 expired or unused medications and needles.
- 21 b. Managing exposure to bodily fluids and other biohazards.
- 22 c. Infection control and the management of communicable diseases, including following
- 23 applicable reporting requirements.
- 24 d. Storage, handling, security, and disposal of Participant medications, if Participant
- 25 medications are stored and/or handled by CONTRACTOR’s staff.
- 26 3. Manage timely and safe care transitions to Recuperative Care from acute care, specialty
- 27 care, and/or community settings.
- 28 a. Maintain clear policies and procedures for the screening and management of referrals
- 29 into CONTRACTOR’s Recuperative Care Program consistent with the intensity of services offered by
- 30 CONTRACTOR as indicated in the standards and guidance established by the WPC Collaborative.
- 31 1) Admission criteria.
- 32 2) Review for clinical appropriateness.
- 33 a) Initial clinical determination for admission into Recuperative Care may be
- 34 done by medical personnel of the referring facility or CONTRACTOR.
- 35 b) All admissions shall be subject to prospective or retrospective review, as
- 36 provided in the standards and guidance established by the WPC Collaborative, by COUNTY’s Care
- 37 Coordinator.

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

3 4) HIPAA compliant communication.

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

8 1) Hospital after an inpatient stay,

9 2) Hospital emergency department,

10 3) Community Clinic,

11 4) Shelter bed program,

12 5) Any County BHS Program, and/or

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

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

15 d. Screen for and honor advance directives of Participants.

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

18 4. Provide quality post-acute clinical care.

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

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

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

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

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

33 b. Medical care coordination includes:

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

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

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

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

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

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

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

10 c. Wraparound services includes:

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

12 2) Identifying community resources as indicated.

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

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

17 5) Facilitating family/caregiver interaction.

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

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

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

23 1) Medication list and refill information.

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

26 3) Instructions for accessing relevant community resources.

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

28 5) Any special medical instructions.

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

31 d. Transfer Participant information to appropriate community providers.

32 E. Outcomes:

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

35 1) This will include a tool to demonstrate impact of program services to measure
36 reduction of symptoms or behaviors. Outcome tools currently being used include the Outcome
37 //

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

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

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

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

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

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

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

19 20 **III. ADMINISTRATOR OBLIGATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22
23 **IV. COMMITTEES/GROUPS**

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

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

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

31 3. The WPC Collaborative shall be responsible for:

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

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

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

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

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

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

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

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

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

- 8 a. COUNTY’s Care Coordinator, who shall be the Chairperson,
- 9 b. One representative from CalOptima,
- 10 c. One representative from the Hospital Community,
- 11 d. One representative from the Clinic Community,
- 12 e. One representative from COUNTY’s Behavioral Health Services Program,
- 13 f. One representative from COUNTY’s Public Health Program,
- 14 g. One representative from COUNTY’s Community Resource Department responsible for
15 the housing programs, and
- 16 h. One representative from 2-1-1 Orange County.

17 2. COUNTY’s WPC Project Manager shall provide staff support to the WPC Steering
18 Committee.

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

21
22 **V. PAYMENTS**

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

28 1. Phase 1: \$220 per bed day from the day of admission (Day 1) through and including Day
29 30, or until the Participant no longer meets medical necessity for Recuperative Care, whichever comes
30 first.

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

27
28 **VI. REPORTS**

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

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

36 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
37 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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1 4. ADMINISTRATOR preference will be given to facilities located in Orange County.
2 Facilities within a proximity to Orange County's borders to allow linkage to primary care providers and
3 other services in Orange County may also be considered.

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

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

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

12 “EXHIBIT C
13 AGREEMENT FOR PROVISION OF
14 RECUPERATIVE CARE SERVICES
15 BETWEEN
16 COUNTY OF ORANGE
17 AND

18 «CONTRACTOR_NAME_»

19 JULY 1, 2017 THROUGH DECEMBER 31, 2020

20
21 **ACTIVITIES OF DAILY LIVING RECUPERATIVE CARE SERVICES**

22
23 **I. CONTRACTOR OBLIGATIONS**

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

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

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

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

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

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

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

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

9 a. Eating.

10 b. Bathing.

11 c. Dressing.

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

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

15 2. **Phase 1** shall be services provided from the day of admission (Day 1) through and
16 including Day 30, and shall include the following services. Depending on the each Participant’s unique
17 circumstances, the Parties agree that services identified in Phase 2 below may be provided during Phase
18 1; and, further, services identified in Phase 1 may continue to carry over to Phase 2.

19 a. Medical Care Plan Coordination:

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

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

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

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

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

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

37 b) The ADLs the Participant needs help with

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

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

5 b. Medications:

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

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

14 c. Linkage to Services:

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

19 2) Behavioral Health Services:

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

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

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

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

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

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

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

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

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

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

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

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

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

28 d. Housing:

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

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

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

36 4. Exceptions to Phase I and Phase II services:

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

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

5 b. Medical Respite Care

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

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

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

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

- 24 a. A bed available to each Participant for twenty-four (24) hours per day.
- 25 b. On-site showering facilities.
- 26 c. On-site or access to laundering facilities.
- 27 d. Access to secured storage for personal belongings.
- 28 e. Access to secured storage for medications if CONTRACTOR is not legally authorized
 29 to store/dispense medication).
- 30 f. At least three (3) meals per day.
- 31 g. If CONTRACTOR provides services in a congregate setting, CONTRACTOR shall
 32 maintain a twenty-four (24) hour staff presence, with staff trained at a minimum to provide first aid,
 33 basic life support services, and the ability to communicate to outside emergency assistance.
- 34 h. Written policies and procedures for responding to life-threatening emergencies.
- 35 i. Compliant with state and local fire safety standards.
- 36 j. Written code of conduct for Participant behavior.
- 37 k. Written plans, and staff trainings, on how to address the handling of alcohol, illegal

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

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

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

8 | b. Managing exposure to bodily fluids and other biohazards.

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

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

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

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

18 | 1) Admission criteria.

19 | 2) Review for clinical appropriateness.

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

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

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

27 | 4) HIPAA compliant communication.

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

32 | 1) Hospital after an inpatient stay,

33 | 2) Hospital emergency department,

34 | 3) Community Clinic,

35 | 4) Shelter bed program,

36 | 5) Any County BHS Program, and

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

- 1 c. Each Participant shall have a designated Recuperative Care provider of record.
- 2 d. Screen for and honor advance directives of Participants.
- 3 e. Notify and coordinate care, as necessary and appropriate, with the Participant’s primary
- 4 care provider.
- 5 4. Provide quality post-acute clinical care.
- 6 a. Have adequate and qualified medical personnel to assess baseline Participant health,
- 7 make on-going reassessments to determine if the clinical interventions are effective, and determine
- 8 readiness for discharge from the program.
- 9 b. Maintain a medical record for each Participant in a manner consistent with federal and
- 10 state laws and regulations, including privacy laws.
- 11 c. Develop an individual WPC Care Plan specifying treatments, desired outcomes and
- 12 goals, and discharge indicators when various professional disciplines are involved in the care plan, care,
- 13 treatment, and services are provided to the Participant in an interdisciplinary and collaborative manner,
- 14 and note in the WPC Care plan as applicable and consistent with laws and regulations regarding the
- 15 Participant’s privacy.
- 16 5. Coordinate care for WPC beneficiaries who may otherwise face barriers to adequately
- 17 navigate and engage in support systems.
- 18 a. Link to community and social supports in order to help Participants transition out of
- 19 homelessness and achieve positive outcomes.
- 20 b. Medical care coordination includes:
- 21 1) Supporting the Participant in developing self-management goals to increase their
- 22 understanding of how their actions affect their health and develop strategies to meet those goals.
- 23 2) Assisting Participants in navigating their health network and establish a
- 24 relationship with a primary care provider and/or Participant-centered medical home.
- 25 3) Coordinating transportation to and from medical appointments and support
- 26 services.
- 27 4) Facilitating Participant follow-up for medical appointments, including
- 28 accompanying them as necessary and appropriate. This includes direct coordination with CalOptima (or
- 29 CalOptima Network) Care Coordination staff to ensure ongoing follow up.
- 30 5) Ensuring communication between medical Recuperative Care staff and outside
- 31 providers to follow up on any change in Participant care plans.
- 32 6) Providing access to phones during the Recuperative Care stay.
- 33 7) Making referrals to substance abuse and/or mental health programs as needed.
- 34 c. Wraparound services includes:
- 35 1) Facilitating access to housing, including supportive housing as appropriate.
- 36 2) Identifying community resources as indicated.
- 37 3) Submitting applications for SSI/SSDI, food stamps, Medi-Cal, and other

1 federal/state benefit programs as applicable.

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

4 5) Facilitating family/caregiver interaction.

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

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

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

10 1) Medication list and refill information

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

13 3) Instructions for accessing relevant community resources

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

15 5) Any special medical instructions.

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

18 d. Transfer Participant information to appropriate community providers.

19 E. Outcomes:

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

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

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

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

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

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

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

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

5
6 **II. PAYMENTS**

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

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

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

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

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

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

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

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

29
30 **III. STAFFING**

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

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

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

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

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

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

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

13
14 10. Exhibit D, General Jail Release Population Recuperative Care Services, is hereby added and
15 inserted into the Agreement as follows:

16 “EXHIBIT D
17 AGREEMENT FOR PROVISION OF
18 RECUPERATIVE CARE SERVICES
19 BETWEEN
20 COUNTY OF ORANGE
21 AND
22 «CONTRACTOR_NAME_»
23 JULY 1, 2017 THROUGH DECEMBER 31, 2020

24
25 **GENERAL JAIL RELEASE POPULATION RECUPERATIVE CARE SERVICES**

26
27 **I. CONTRACTOR OBLIGATIONS**

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

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

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

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

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

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

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

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

12 2. For Participants provided services through this Agreement, CONTRACTOR shall be
13 available to accept admissions of Participants being released from jail usually between 7:00 AM and
14 10:00 AM. CONTRACTOR may also be requested to provide transportation for the Participant from
15 the jail or from COUNTY's contracted hospital for inmate health care, to CONTRACTOR's facility.

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

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

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

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

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

29 a. Medical Care Plan Coordination:

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

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

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

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

6 c. Linkage to Services:

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

12 2) Behavioral Health Services:

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

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

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

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

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

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

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

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

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

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

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

14 c. Housing:

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

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

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

22 4. Exceptions to Phase I and Phase II services:

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

30 b. Medical Respite Care

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

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

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

5 5. Low Medical Acuity Admissions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13 a. A bed available to each Participant for 24 hours per day.
 14 b. On-site showering facilities.
 15 c. On-site or access to laundering facilities.
 16 d. Access to secured storage for personal belongings.
 17 e. Access to secured storage for medications if CONTRACTOR is not legally authorized
 18 to store/dispense medication).

19 f. At least three (3) meals per day.
 20 g. If CONTRACTOR provides services in a congregate setting, CONTRACTOR shall
 21 maintain a 24-hour staff presence, with staff trained at a minimum to provide first aid, basic life support
 22 services, and the ability to communicate to outside emergency assistance.

23 h. Written policies and procedures for responding to life-threatening emergencies.
 24 i. Compliant with state and local fire safety standards.
 25 j. Written code of conduct for Participant behavior.
 26 k. Written plans, and staff trainings, on how to address the handling of alcohol, illegal
 27 drugs, unauthorized prescription drugs, and weapons, including strategies to maximize Participant and
 28 staff safety.

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

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

34 b. Managing exposure to bodily fluids and other biohazards.
 35 c. Infection control and the management of communicable diseases, including following
 36 applicable reporting requirements.

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

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

2 //

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

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

8 1) Admission criteria
9 2) Review for clinical appropriateness
10 a) Initial clinical determination for admission into Recuperative Care may be
11 done by medical personnel of the referring facility or CONTRACTOR.

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

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

17 4) HIPAA compliant communication

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

- 22 1) Hospital after an inpatient stay
- 23 2) Hospital emergency department
- 24 3) Community Clinic
- 25 4) Shelter bed program
- 26 5) Any County BHS Program
- 27 6) Other community based organizations as determined by the WPC Collaborative

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

29 d. Screen for and honor advance directives of Participants.

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

32 4. Provide quality post-acute clinical care.

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

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

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

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

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

10 b. Medical care coordination includes:

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

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

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

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

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

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

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

22 c. Wraparound services includes:

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

24 2) Identifying community resources as indicated.

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

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

29 5) Facilitating family/caregiver interaction.

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

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

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

35 1) Medication list and refill information

36 2) Medical problem list, including indications of a worsening condition and how to
37 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

1 | been transferred from the state to CalOptima at the time of their release from jail: \$220 per bed day
2 | with an automatic authorized length-of-stay for the day of admission (Day 1) through and including Day
3 | 30 to reflect the additional challenges in negotiating access to medical care for the Participant absent
4 | assistance from CalOptima.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15
16 **III. STAFFING**

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

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

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

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

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

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

34
35 11. Exhibit E, Jail Release (Justice Involved) Behavioral Health and Substance Use Disorder (Co-
36 Occurring) Recuperative Care Services, is hereby added and inserted into the Agreement as follows:

37 “EXHIBIT E

1 AGREEMENT FOR PROVISION OF
2 RECUPERATIVE CARE SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND

6 «CONTRACTOR_NAME_»

7 JULY 1, 2019 THROUGH DECEMBER 31, 2020

8
9 **JAIL RELEASE (JUSTICE INVOLVED) SUBSTANCE USE DISORDER (CO-OCCURRING)**
10 **RECUPERATIVE CARE SERVICES**

11
12 **I. CONTRACTOR OBLIGATIONS**

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

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

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

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

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

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

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

34 e. The Parties agree that Recuperative Care Services for the Participants specified in this
35 Exhibit E to the Agreement need not be provided as part of a distinctly separate program or facility, as
36 long as CONTRACTOR is able to appropriately provide the substance use and mild to moderate level of
37 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.

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

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

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

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

10 2. **Phase 1** shall be services provided from the day of admission (Day 1) through and
11 including Day 30, and shall include the following services. Depending on the each Participant's unique
12 circumstances, the Parties agree that services identified in Phase 2 below may be provided during Phase
13 1; and, further, services identified in Phase 1 may continue to carry over to Phase 2.

14 a. Medical Care Plan Coordination:

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

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

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

27 b. Medications:

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

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

37 c. Linkage to Services:

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

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

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

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

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

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

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

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

37 h. Assistance with Post-Custody requirements as appropriate.

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

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

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

12 c. Housing:

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

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

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

20 4. Exceptions to Phase I and Phase II services:

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

28 b. Medical Respite Care

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

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

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

4 5. Low Medical Acuity Admissions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 12 a. A bed available to each Participant for twenty-four (24) hours per day.
- 13 b. On-site showering facilities.
- 14 c. On-site or access to laundering facilities.
- 15 d. Access to secured storage for personal belongings.
- 16 e. Access to secured storage for medications if CONTRACTOR is not legally authorized
17 to store/dispense medication).
- 18 f. At least three (3) meals per day.
- 19 g. If CONTRACTOR provides services in a congregate setting, CONTRACTOR shall
20 maintain a 24-hour staff presence, with staff trained at a minimum to provide first aid, basic life support
21 services, and the ability to communicate to outside emergency assistance.
- 22 h. Written policies and procedures for responding to life-threatening emergencies.
- 23 i. Compliant with state and local fire safety standards.
- 24 j. Written code of conduct for Participant behavior.
- 25 k. Written plans, and staff trainings, on how to address the handling of alcohol, illegal
26 drugs, unauthorized prescription drugs, and weapons, including strategies to maximize Participant and
27 staff safety.

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

- 31 a. Safe storage, disposal, and handling of biomedical and pharmaceutical waste, including
32 expired or unused medications and needles.
- 33 b. Managing exposure to bodily fluids and other biohazards.
- 34 c. Infection control and the management of communicable diseases, including following
35 applicable reporting requirements.
- 36 d. Storage, handling, security, and disposal of Participant medications, if Participant
37 medications are stored and/or handled by CONTRACTOR's staff.

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

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

6 1) Admission criteria

7 2) Review for clinical appropriateness

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

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

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

15 4) HIPAA compliant communication

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

20 1) Hospital after an inpatient stay

21 2) Hospital emergency department

22 3) Community Clinic

23 4) Shelter bed program

24 5) Any County BHS Program

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

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

27 d. Screen for and honor advance directives of Participants.

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

30 4. Provide quality post-acute clinical care.

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

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

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

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

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

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

8 b. Medical care coordination includes:

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

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

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

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

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

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

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

22 c. Wraparound services includes:

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

24 2) Identifying community resources as indicated.

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

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

29 5) Facilitating family/caregiver interaction.

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

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

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

35 1) Medication list and refill information

36 2) Medical problem list, including indications of a worsening condition and how to
 37 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 1. Participants that are confirmed to be CalOptima Beneficiaries immediately upon their
2 release from jail: \$220 per bed day from the day of admission (Day 1) to Day 90, or until the Participant
3 no longer meets medical necessity for Recuperative Care, whichever comes first.

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

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

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

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

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

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

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

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

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

26
27 **III. STAFFING**

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

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

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

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

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

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

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

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

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

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

20
21 12. Exhibit F, Jail Release Seriously Mentally Ill (SMI) Recuperative Care Services, is hereby added
22 and inserted into the Agreement as follows:

23 “EXHIBIT F
24 AGREEMENT FOR PROVISION OF
25 RECUPERATIVE CARE SERVICES
26 BETWEEN
27 COUNTY OF ORANGE
28 AND
29 «CONTRACTOR_NAME_»
30 JULY 1, 2019 THROUGH DECEMBER 31, 2020

31
32 **JAIL RELEASE SERIOUSLY MENTALLY ILL (SMI) RECUPERATIVE CARE SERVICES**

33
34 **I. CONTRACTOR OBLIGATIONS**

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

1 resources.

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

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

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

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

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

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

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

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

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

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

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

1 skills, etc.

2 //

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

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

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

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

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

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

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

26 2. **Phase 1** shall be services provided from the day of admission (Day 1) through and
27 including Day 30, and shall include the following services. Depending on the each Participant's unique
28 circumstances, the Parties agree that services identified in Phase 2 below may be provided during Phase
29 1; and, further, services identified in Phase 1 may continue to carry over to Phase 2.

30 a. Medical Care Plan Coordination:

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

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

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

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

6 b. Medications:

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

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

16 c. Linkage to Services:

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

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

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

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

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

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

2 //

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

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

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

14 h. Assistance with Post-Custody requirements as appropriate.

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

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

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

27 c. Housing:

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

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

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

35 4. Exceptions to Phase I and Phase II services:

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

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

6 b. Medical Respite Care

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

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

18 5. Low Medical Acuity Admissions:

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

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

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

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

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

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

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

2 //

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

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

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

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

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

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

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

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

28 b. On-site showering facilities.

29 c. On-site or access to laundering facilities.

30 d. Access to secured storage for personal belongings.

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

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

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

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

- 1 i. Compliant with state and local fire safety standards.
- 2 j. Written code of conduct for Participant behavior.
- 3 k. Written plans, and staff trainings, on how to address the handling of alcohol, illegal
- 4 drugs, unauthorized prescription drugs, and weapons, including strategies to maximize Participant and
- 5 staff safety.
- 6 2. Follow applicable local and state guidelines and regulations related to hazardous waste
- 7 handling and disposal, disease prevention, and safety. Written policies and procedures should address
- 8 the following:
 - 9 a. Safe storage, disposal, and handling of biomedical and pharmaceutical waste, including
 - 10 expired or unused medications and needles.
 - 11 b. Managing exposure to bodily fluids and other biohazards.
 - 12 c. Infection control and the management of communicable diseases, including following
 - 13 applicable reporting requirements.
 - 14 d. Storage, handling, security, and disposal of Participant medications, if Participant
 - 15 medications are stored and/or handled by CONTRACTOR’s staff.
- 16 3. Manage timely and safe care transitions to Recuperative Care from jail, acute care,
- 17 specialty care, and/or community settings.
 - 18 a. Maintain clear policies and procedures for the screening and management of referrals
 - 19 into CONTRACTOR’s Recuperative Care Program consistent with the intensity of services offered by
 - 20 CONTRACTOR as indicated in the standards and guidance established by the WPC Collaborative.
 - 21 1) Admission criteria
 - 22 2) Review for clinical appropriateness
 - 23 a) Initial clinical determination for admission into Recuperative Care may be
 - 24 done by medical personnel of the referring facility or CONTRACTOR.
 - 25 b) All admissions shall be subject to prospective or retrospective review, as
 - 26 provided in the standards and guidance established by the WPC Collaborative, by COUNTY’s Care
 - 27 Coordinator.
 - 28 3) Point of contact and phone number to receive referrals for those providers not
 - 29 connected to the WPC Connect, the WPC Program notification system.
 - 30 4) HIPAA compliant communication
 - 31 b. ADMINISTRATOR may authorize the admission of justice-involved WPC
 - 32 Beneficiaries from any of the following locations as long as they meet medical necessity for
 - 33 Recuperative Care as defined by ADMINISTRATOR. Transportation of Participants from these
 - 34 referring agencies to CONTRACTOR should be provided by the referring agency.
 - 35 1) Hospital after an inpatient stay
 - 36 2) Hospital emergency department
 - 37 3) Community Clinic

- 1 4) Shelter bed program
- 2 5) Any County BHS Program
- 3 6) Other community based organizations as determined by the WPC Collaborative
- 4 c. Each Participant shall have a designated Recuperative Care provider of record.
- 5 d. Screen for and honor advance directives of Participants.
- 6 e. Notify and coordinate care, as necessary and appropriate, with the Participant’s primary
- 7 care provider.
- 8 4. Provide quality post-acute clinical care.
- 9 a. Have adequate and qualified medical personnel to assess baseline Participant health,
- 10 make on-going reassessments to determine if the clinical interventions are effective, and determine
- 11 readiness for discharge from the program.
- 12 b. Maintain a medical record for each Participant in a manner consistent with federal and
- 13 state laws and regulations, including privacy laws.
- 14 c. Develop an individual WPC Care Plan specifying treatments, desired outcomes and
- 15 goals, and discharge indicators. When various professional disciplines are involved in the care plan,
- 16 care, treatment, and services are provided to the Participant in an interdisciplinary and collaborative
- 17 manner and noted in the WPC Care plan as applicable and consistent with laws and regulations
- 18 regarding the Participant’s privacy.
- 19 5. Coordinate care for WPC beneficiaries who may otherwise face barriers to adequately
- 20 navigate and engage in support systems.
- 21 a. Link to community and social supports in order to help Participants transition out of
- 22 homelessness and achieve positive outcomes.
- 23 b. Medical care coordination includes:
- 24 1) Supporting the Participant in developing self-management goals to increase their
- 25 understanding of how their actions affect their health and develop strategies to meet those goals.
- 26 2) Assisting Participant in navigating their health network and establish a relationship
- 27 with a primary care provider and/or Participant-centered medical home.
- 28 3) Coordinating transportation to and from medical and behavioral health
- 29 appointments and support services
- 30 4) Facilitating Participant follow-up for medical appointments, including
- 31 accompanying them as necessary and appropriate. This includes direct coordination with CalOptima (or
- 32 CalOptima Network) Care Coordination staff to ensure ongoing follow up.
- 33 5) Ensuring communication between medical Recuperative Care staff and outside
- 34 providers to follow up on any change in Participant care plans.
- 35 6) Providing access to phones during the Recuperative Care stay.
- 36 7) Making referrals to substance abuse and/or mental health programs as needed.
- 37 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

1 Participants needing to submit complaints to direct program staff onsite.

2 //

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

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

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

9
10 **II. PAYMENTS**

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

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

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

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

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

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

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

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

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

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

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

1 Payments Paragraph of this Exhibit F to the Agreement.

2 //

3 **III. STAFFING**

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

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

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

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

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

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

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

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

30
31 13. Exhibit G, Medical Respite Care Services, is hereby added and inserted into the Agreement as
32 follows:

33 “EXHIBIT G
34 AGREEMENT FOR PROVISION OF
35 RECUPERATIVE CARE SERVICES
36 BETWEEN
37 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

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

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

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

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

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

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

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

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

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

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

33 3. Low Medical Acuity Admissions:

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

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

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

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

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

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

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

20 c. Linkage to Services:

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

25 2) Behavioral Health Services:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 1 b. On-site showering facilities.
- 2 c. On-site or access to laundering facilities.
- 3 d. Access to secured storage for personal belongings.
- 4 e. Access to secured storage for medications if CONTRACTOR is not legally authorized
- 5 to store/dispense medication).
- 6 f. At least three (3) meals per day.
- 7 g. If CONTRACTOR provides services in a congregate setting, CONTRACTOR shall
- 8 maintain a 24-hour staff presence, with staff trained at a minimum to provide first aid, basic life support
- 9 services, and the ability to communicate to outside emergency assistance.
- 10 h. Written policies and procedures for responding to life-threatening emergencies.
- 11 i. Compliant with state and local fire safety standards.
- 12 j. Written code of conduct for Participant behavior.
- 13 k. Written plans, and staff trainings, on how to address the handling of alcohol, illegal
- 14 drugs, unauthorized prescription drugs, and weapons, including strategies to maximize Participant and
- 15 staff safety.
- 16 2. Follow applicable local and state guidelines and regulations related to hazardous waste
- 17 handling and disposal, disease prevention, and safety. Written policies and procedures should address
- 18 the following:
- 19 a. Safe storage, disposal, and handling of biomedical and pharmaceutical waste, including
- 20 expired or unused medications and needles.
- 21 b. Managing exposure to bodily fluids and other biohazards.
- 22 c. Infection control and the management of communicable diseases, including following
- 23 applicable reporting requirements.
- 24 d. Storage, handling, security, and disposal of Participant medications, if Participant
- 25 medications are stored and/or handled by CONTRACTOR's staff.
- 26 3. Manage timely and safe care transitions to Recuperative Care from acute care, specialty
- 27 care, and/or community settings.
- 28 a. Maintain clear policies and procedures for the screening and management of referrals
- 29 into CONTRACTOR's Recuperative Care Program consistent with the intensity of services offered by
- 30 CONTRACTOR as indicated in the standards and guidance established by the WPC Collaborative.
- 31 1) Admission criteria
- 32 2) Review for clinical appropriateness
- 33 a) Initial clinical determination for admission into Recuperative Care may be
- 34 done by medical personnel of the referring facility or CONTRACTOR.
- 35 b) All admissions shall be subject to prospective or retrospective review, as
- 36 provided in the standards and guidance established by the WPC Collaborative, by COUNTY's Care
- 37 Coordinator.

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

3 4) HIPAA compliant communication

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

8 1) Hospital after an inpatient stay

9 2) Hospital emergency department

10 3) Community Clinic

11 4) Shelter bed program

12 5) Any County BHS Program

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

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

15 d. Screen for and honor advance directives of Participants.

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

18 4. Provide quality post-acute clinical care.

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

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

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

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

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

33 b. Medical care coordination includes:

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

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

- 1 3) Coordinating transportation to and from medical appointments and support services
- 2 4) Facilitating Participant follow-up for medical appointments, including
- 3 accompanying them as necessary and appropriate. This includes direct coordination with CalOptima (or
- 4 CalOptima Network) Care Coordination staff to ensure ongoing follow up.
- 5 5) Ensuring communication between medical Recuperative Care staff and outside
- 6 providers to follow up on any change in Participant care plans.
- 7 6) Providing access to phones during the Recuperative Care stay.
- 8 7) Making referrals to substance abuse and/or mental health programs as needed.
- 9 c. Wraparound services includes:
- 10 1) Facilitating access to housing, including supportive housing as appropriate.
- 11 2) Identifying community resources as indicated.
- 12 3) Submitting applications for SSI/SSDI, food stamps, Medi-Cal, and other
- 13 federal/state benefit programs as applicable.
- 14 4) Providing access to social support groups such as cancer support and addiction
- 15 support.
- 16 5) Facilitating family/caregiver interaction.
- 17 6. Facilitate safe and appropriate transitions out of Recuperative Care.
- 18 //
- 19 a. Maintain clear policies and procedures for discharging Participants back to the
- 20 community.
- 21 b. Provide a written discharge summary and written discharge instructions to the
- 22 Participant, which may include, but not be limited to:
- 23 1) Medication list and refill information
- 24 2) Medical problem list, including indications of a worsening condition and how to
- 25 respond.
- 26 3) Instructions for accessing relevant community resources
- 27 4) List of follow-up appointments and contact information
- 28 5) Any special medical instructions.
- 29 c. Forward the Participant's discharge summary and instructions to the Participant's
- 30 primary care provider, including the Participant's exit placement.
- 31 d. Transfer Participant information to appropriate community providers
- 32 E. Outcomes:
- 33 a. CONTRACTOR shall complete outcome measures on all incoming and ongoing
- 34 Participants in the Recuperative Care program.
- 35 1) This will include a tool to demonstrate impact of program services to measure
- 36 reduction of symptoms or behaviors. Outcome tools currently being used include the Outcome
- 37 Questionnaire (OQ), but can be discussed with ADMINISTRATOR. All outcome tools used to

1 demonstrate impact will be approved by ADMINISTRATOR.

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

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

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

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

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

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

18
19 **III. PAYMENTS**

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

25 1. Medical respite:

26 a. \$150 per bed day (Days 1- 30); provided, however, CONTRACTOR may request
27 reimbursement of \$220 per bed day for this period in accordance with Subparagraph III.C. of this
28 Exhibit.

29 b. \$120 per bed day (Days 31 – TBD)

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

34 d. If the Participant needs more of the intensive medical coordination typical of that
35 provided for acute and post-acute admissions, CONTRACTOR shall submit a written request to
36 ADMINISTRATOR documenting the need for a re-evaluation of the Participant and justification for
37 reimbursement up to:

1 1) \$220 per bed day for days 1 through and including 30 or until the level of medical
2 coordination is more consistent with someone needing medical respite versus medical recuperation,
3 whichever comes first.

4 2) \$150 per bed day for days 31 until the level of medical coordination is more
5 consistent with someone needing medical respite versus medical recuperation.

6 2. Low Medical Acuity, reimbursement shall be as follows:

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

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

10 C. CONTRACTOR’s invoices to COUNTY shall be on a form approved or provided by
11 ADMINISTRATOR and provide such information as is required by ADMINISTRATOR.

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

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

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

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

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

24
25 **IV. STAFFING**

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

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

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

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

36 2. Trained in or have experience working with individuals struggling with mental health
37 and/or substance use issues; as well as be culturally competent working with the homeless population.

1 Training best practices include courses like Mental Health First Aid (MHFA) for non-clinicians to
2 increase staff awareness of issues Participants are dealing with.

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

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

7
8 In all other respects, the terms of the underlying Agreement, as previously amended by the First,
9 Second, and Third Amendment and not specifically changed by this Fourth Amendment, shall remain in
10 full force and effect and incorporated herein by this reference.

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1 IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment to the Agreement, in
2 the County of Orange, f of California.

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4 «CONTRACTOR_NAME_»

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7 BY: _____ DATED: _____

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9 TITLE: _____

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12 BY: _____ DATED: _____

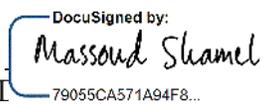
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14 TITLE: _____

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18 COUNTY OF ORANGE

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21 BY: _____ DATED: _____

22 HEALTH CARE AGENCY

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25 APPROVED AS TO FORM
26 OFFICE OF THE COUNTY COUNSEL
27 ORANGE COUNTY, CALIFORNIA

28 BY:  _____ DATED: 6/21/2019
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35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
36 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
37 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.