

AGREEMENT FOR PROVISION OF  
RECUPERATIVE CARE SERVICES

BETWEEN

COUNTY OF ORANGE

AND

«CONTRACTOR\_NAME\_»

JULY 1, 2017 THROUGH DECEMBER 31, 2020

THIS AGREEMENT entered into this 1<sup>st</sup> of July 2017, 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 Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

**WITNESSETH:**

WHEREAS, California’s Section 1115(a) Medicaid Waiver Renewal, entitled Medi-Cal 2020, was approved by the Centers for Medicare and Medicaid Services on December 30, 2015 and included funding for a Whole Person Care (WPC) Pilot Program; and,

WHEREAS, the California the Department of Health Care Services (DHCS) published a Request for Application (RFA) relating to the WPC Pilot Program on May 16, 2016; and,

WHEREAS, COUNTY agreed to act as the Lead Entity and submitted a WPC Pilot Application which was accepted by DHCS on October 24, 2016 and,

WHEREAS, on the INSERT day of INSERT, INSERT, 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

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

3 WHEREAS, on April 10, 2018, the Board of Supervisors authorized ADMINISTRATOR to  
4 increase the funding for this Agreement by \$3,483,627 for additional Recuperative Care services for the  
5 period July 1, 2017 through June 30, 2019, revising the Aggregate Maximum Obligation from  
6 \$4,148,070 to \$4,902,890, for the period July 1, 2017 through June 30, 2020; and

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

9 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of certain direct  
10 patient care and administrative support functions to the WPC Pilot Program described herein; and,

11 WHEREAS, CONTRACTOR desires to accept the additional funding and is agreeable to the  
12 rendering of such services pursuant to the terms and conditions hereinafter set forth;

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

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

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34 **REFERENCED CONTRACT PROVISIONS**

35  
36 **Term:** July 1, 2017 through December 31, 2020  
37 Period One means the period from July 1, 2017 through December 31, 2017



1	<u>B.</u>	AB 109	Assembly Bill 109, 2011 Public Safety Realignment
2	<u>C.</u>	ABC	Allied Behavioral Care
3	<u>D.</u>	ACH	Acute Care Hospital
4	<u>E.</u>	ADAS	Alcohol and Drug Abuse Services
5	<u>F.</u>	ADL	Activities of Daily Living
6	<u>G.</u>	ADP	Alcohol and Drug Program
7	<u>H.</u>	AES	Advanced Encryption Standard
8	<u>I.</u>	AFLP	Adolescent Family Life Program
9	<u>J.</u>	AIDS	Acquired Immune Deficiency Syndrome
10	<u>K.</u>	AIM	Access for Infants and Mothers
11	<u>L.</u>	AMHS	___Adult Mental Health Services
12	<u>M.</u>	ARRA	___American Recovery and Reinvestment Act of 2009
13	<u>N.</u>	ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
14	<u>O.</u>	ASI	___Addiction Severity Index
15	<u>P.</u>	ASIST	___Applied Suicide Intervention Skills Training
16	<u>Q.</u>	ASO	___Administrative Services Organization
17	<u>R.</u>	ASRS	___Alcohol and Drug Programs Reporting System
18	<u>S.</u>	BBS	___Board of Behavioral Sciences
19	<u>T.</u>	BCP	___Business Continuity Plan
20	<u>U.</u>	BH	___Base Hospital
21	<u>V.</u>	BHS	___Behavioral Health Services
22	<u>W.</u>	CalOMS	California Outcomes Measurement System
23	<u>X.</u>	CalWORKs	California Work Opportunity and Responsibility for Kids
24	<u>Y.</u>	CAP	___Corrective Action Plan
25	<u>Z.</u>	CAT	___Centralized Assessment Team
26	<u>AA.</u>	CCC	___California Civil Code
27	<u>AB.</u>	CCLD	___(California) Community Care Licensing Division
28	<u>AC.</u>	CCR	___California Code of Regulations
29	<u>AD.</u>	CDCR	___California Department of Corrections and Rehabilitation
30	<u>AE.</u>	CDSS	___California Department of Social Services
31	<u>AF.</u>	CERC	Children's Emergency Receiving Center
32	<u>AG.</u>	CESI	Client Evaluation of Self at Intake
33	<u>AH.</u>	CEST	Client Evaluation of Self and Treatment
34	<u>AI.</u>	CFDA	___Catalog of Federal Domestic Assistance
35	<u>AJ.</u>	CFR	___Code of Federal Regulations
36	<u>AK.</u>	CHDP	___Child Health and Disability Prevention
37	<u>AL.</u>	CHHS	___California Health and Human Services Agency

1	<u>AM.</u>	CHPP	___	COUNTY HIPAA Policies and Procedures
2	<u>AN.</u>	CHS	___	Correctional Health Services
3	<u>AO.</u>	CIPA	___	California Information Practices Act
4	<u>AP.</u>	CMPPA		Computer Matching and Privacy Protection Act
5	<u>AQ.</u>	COI	___	Certificate of Insurance
6	<u>AR.</u>	CPA	___	Certified Public Accountant
7	<u>AS.</u>	CSI	___	Client and Services Information
8	<u>AT.</u>	CSW	___	Clinical Social Worker
9	<u>AU.</u>	CYBHS	___	Children and Youth Behavioral Health Services
10	<u>AV.</u>	DATAR		Drug Abuse Treatment Access Report
11	<u>AW.</u>	DCR	___	Data Collection and Reporting
12	<u>AX.</u>	DD	___	Dually Diagnosed
13	<u>AY.</u>	DEA	___	Drug Enforcement Agency
14	<u>AZ.</u>	DHCS	___	California Department of Health Care Services
15	<u>BA.</u>	D/MC	___	Drug/Medi-Cal
16	<u>BB.</u>	DMV	___	California Department of Motor Vehicles
17	<u>BC.</u>	DoD	___	US Department of Defense
18	<u>BD.</u>	DPFS	___	Drug Program Fiscal Systems
19	<u>BE.</u>	DRC	___	Probation's Day Reporting Center
20	<u>BF.</u>	DRP	___	Disaster Recovery Plan
21	<u>BG.</u>	DRS	___	Designated Record Set
22	<u>BH.</u>	DSM	___	Diagnostic and Statistical Manual of Mental Disorders
23	<u>BI.</u>	DSM-IV		Diagnostic and Statistical Manual of Mental Disorders. 4 <sup>th</sup> Edition
24	<u>BJ.</u>	DSM-V	___	Diagnostic and Statistical Manual of Mental Disorders. 5 <sup>th</sup> Edition
25	<u>BK.</u>	EBP	___	Evidence-Based Practice_____
26	<u>BL.</u>	EDN	___	Electronic Disease Notification System
27	<u>BM.</u>	EEOC	___	Equal Employment Opportunity Commission
28		<del>EHR</del> BN. HER	___	Electronic Health Records_____
29	<u>BO.</u>	ePHI	___	Electronic Protected Health Information
30	<u>BP.</u>	EPSDT	___	Early and Periodic Screening, Diagnosis, and Treatment
31	<u>BQ.</u>	ERC	___	Emergency Receiving Center
32	<u>BR.</u>	FFS	___	Fee For service
33	<u>BS.</u>	FIPS	___	Federal Information Processing Standards
34	<u>BT.</u>	FQHC	___	Federally Qualified Health Center
35	<u>BU.</u>	FSP	___	Full Service Partnership
36	<u>BV.</u>	FTE	___	Full Time Equivalent
37	<u>BW.</u>	GAAP	___	Generally Accepted Accounting Principles



1	<u>BX.</u> HAB	___ Federal HIV/AIDS Bureau
2	<u>BY.</u> HCA	___ County of Orange Health Care Agency
3	<u>BZ.</u> HHS	___ Federal Health and Human Services Agency
4	<u>CA.</u> HIPAA	___ Health Insurance Portability and Accountability Act of 1996, Public
5		___ Law 104-191
6	<del><u>CB.</u></del> HITECH	Health Information Technology for Economic and Clinical Health
7		Act, Public Law 111-005
8	<del><u>CC.</u></del> HIV	___ Human Immunodeficiency Virus
9	<del><u>CD.</u></del> HRSA	___ Federal Health Resources and Services Administration
10	<u>CE.</u> HSC	___ California Health and Safety Code
11	<u>CF.</u> IBNR	___ Incurred But Not Reported
12	<u>CG.</u> ID	___ Identification
13	<u>CH.</u> IEA	___ Information Exchange Agreement
14	<u>CI.</u> IMD	___ Institute for Mental Disease
15	<u>CJ.</u> IOM	___ Institute of Medicine
16	<u>CK.</u> IRIS	___ Integrated Records and Information System
17	<u>CL.</u> ISO	___ Insurance Services Office
18	<u>CM.</u> ITC	___ Indigent Trauma Care
19	<u>CN.</u> LCSW	___ Licensed Clinical Social Worker
20	<u>CO.</u> LGBTQI	Lesbian, Gay, Bisexual, Transgender, Questioning, and Intersex
21	<u>CP.</u> LPS	___ Lanterman/Petris/Short (Act)
22	<u>CQ.</u> LPT	___ Licensed Psychiatric Technician
23	<u>CR.</u> MAT	___ Medication Assisted Treatment
24	<u>CS.</u> MEDS	___ Medi-Cal Eligibility Determination System
25	<u>CT.</u> MFT	___ Marriage and Family Therapist
26	<u>CU.</u> MH	___ Mental Health
27	<u>CV.</u> MHIS	___ Mental Health Inpatient Services
28	<u>CW.</u> MIHS	___ Medical and Institutional Health Services
29	<u>CX.</u> MHP	___ Mental Health Plan
30	<u>CY.</u> MHRC	___ Mental Health Rehabilitation Centers
31	<u>CZ.</u> MHS	___ Mental Health Specialist
32	<u>DA.</u> MHSA	___ Mental Health Services Act
33	<u>DB.</u> MORS	___ Milestones of Recovery Scale
34	<u>DC.</u> MS	___ Mandatory Supervision
35	<del><u>DD.</u></del> MTP	___ Master Treatment Plan
36	<u>DE.</u> NA	___ Narcotics Anonymous
37	<u>DF.</u> NIATx	___ Network Improvement of Addiction Treatment

1	<u>DG.</u>	NIH	<u>_____</u>	National Institutes of Health
2	<u>DH.</u>	NIST	<u>_____</u>	National Institute of Standards and Technology
3	<u>DI.</u>	NOA	<u>_____</u>	Notice of Action
4	<u>DJ.</u>	NP	<u>_____</u>	Nurse Practitioner
5	<u>DK.</u>	NPDB	<u>_____</u>	National Provider Data Bank
6	<u>DL.</u>	NPI	<u>_____</u>	National Provider Identifier
7	<u>DM.</u>	NPP	<u>_____</u>	Notice of Privacy Practices
8	<u>DN.</u>	OCEMS	<u>_____</u>	Orange County Emergency Medical Services
9	<u>DO.</u>	OCJS	<u>_____</u>	Orange County Jail System
10	<u>DP.</u>	OC-MEDS		Orange County Medical Emergency Data System
11	<u>DQ.</u>	OCPD	<u>_____</u>	Orange County Probation Department
12	<u>DR.</u>	OCR	<u>_____</u>	Federal Office for Civil Rights
13	<u>DS.</u>	OCSD	<u>_____</u>	Orange County Sheriff's Department
14	<u>DT.</u>	OIG	<u>_____</u>	Federal Office of Inspector General
15	<del>-DU.</del>	OMB	<u>_____</u>	Federal Office of Management and Budget
16	<del>-DV.</del>	OPM	<u>_____</u>	Federal Office of Personnel Management
17	<del>-DW.</del>	ORR	<u>_____</u>	Federal Office of Refugee Resettlement
18	<del>-DX.</del>	P&P	<u>_____</u>	Policy and Procedure
19	<del>-DY.</del>	PA DSS		Payment Application Data Security Standard
20	<del>-DZ.</del>	PAF	<u>_____</u>	Partnership Assessment Form
21	<del>-EA.</del>	PAR	<u>_____</u>	Prior Authorization Request
22	<del>-EB.</del>	PBM	<u>_____</u>	Pharmaceutical Benefits Management
23	<del>-EC.</del>	PC	<u>_____</u>	California Penal Code
24	<del>-ED.</del>	PCI DSS		Payment Card Industry Data Security Standard
25	<u>EE.</u>	PCP	<u>_____</u>	Primary Care Provider
26	<u>EF.</u>	PCS	<u>_____</u>	Post-Release Community Supervision
27	<del>-EG.</del>	PHI	<u>_____</u>	Protected Health Information
28	<del>-EH.</del>	PI	<u>_____</u>	Personal Information
29	<del>-EI.</del>	PII	<u>_____</u>	Personally Identifiable Information
30	<del>-EJ.</del>	PRA	<u>_____</u>	California Public Records Act
31	<del>-EK.</del>	PSAI/ACT		Perinatal Substance Abuse Services Initiative/Assessment and
32			<u>_____</u>	Coordination Team
33	<del>-EL.</del>	PSC	<u>_____</u>	Professional Services Contract
34	<del>-EM.</del>	PTRC	<u>_____</u>	Paramedic Trauma Receiving Center
35	<del>-EN.</del>	QI	<u>_____</u>	Quality Improvement
36	<del>-EO.</del>	QIC	<u>_____</u>	Quality Improvement Committee
37	<del>-EP.</del>	RHAP	<u>_____</u>	Refugee Health Assessment Program

1	– <u>EQ</u> .RHEIS	Refugee Health Electronic Information System
2	– <u>ER</u> .RN	Registered Nurse
3	– <u>ES</u> .RSA	Remote Site Access
4	– <u>ET</u> .SAPTBG	Substance Abuse Prevention and Treatment Block Grant
5	– <u>EU</u> .SD/MC	Short-Doyle Medi-Cal
6	– <u>EV</u> .SIR	Self-Insured Retention
7	– <u>EW</u> . SMA	Statewide Maximum Allowable (rate)
8	– <u>EX</u> .SNF	Skilled Nursing Facility
9	– <u>EY</u> .SR	Supervised Release
10	– <u>EZ</u> .SRP	Supervised Release Participant
11	– <u>FA</u> .SSA	County of Orange Social Services Agency
12	– <u>FB</u> .SSI	Supplemental Security Income
13	– <u>FC</u> .STP	Special Treatment Program
14	– <u>FD</u> .SUD	Substance Use Disorder
15	– <u>FE</u> .TAR	Treatment Authorization Request
16	– <u>FF</u> .TAY	Transitional Age Youth
17	– <u>FG</u> .TB	Tuberculosis
18	– <u>FH</u> .TBS	Therapeutic Behavioral Services
19	– <u>FI</u> .TRC	Therapeutic Residential Center
20	– <u>FJ</u> .TTY	Teletypewriter
21	– <u>FK</u> .TUPP	Tobacco Use Prevention Program
22	– <u>FL</u> .UMDAP	Uniform Method of Determining Ability to Pay
23	– <u>FM</u> . UOS	Units of Service
24	– <u>FN</u> .USC	United States Code
25	– <u>FO</u> .VOLAGs	Volunteer Agencies
26	– <u>FP</u> .W&IC	California Welfare and Institutions Code
27	– <u>FQ</u> .WIC	Women, Infants and Children

#

## **II. ALTERATION OF TERMS**

A. This Agreement, together with Exhibits A, B and C attached hereto and incorporated herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement.

B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of this Agreement or any Exhibits, whether written or verbal, made by the parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Agreement, which has been formally approved and executed by both Parties.

### 1 III. ASSIGNMENT OF DEBTS

2 Unless this Agreement is followed without interruption by another Agreement between the parties  
3 hereto for the same services and substantially the same scope, at the termination of this Agreement,  
4 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of  
5 persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by  
6 mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the  
7 address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of  
8 said persons, shall be immediately given to COUNTY.

### 9 IV. COMPLIANCE

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11 A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for  
12 the purpose of ensuring adherence to all rules and regulations related to federal and state health care  
13 programs.

14 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and  
15 procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to  
16 General Compliance and Annual Provider Trainings.

17 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own  
18 Compliance Program, Code of Conduct and any Compliance related policies and procedures.  
19 CONTRACTOR's Compliance Program, Code of Conduct and any related policies and procedures shall  
20 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required  
21 elements by ADMINISTRATOR's Compliance Officer as described in in this Paragraph IV  
22 (COMPLIANCE). These elements include:

- 23 ~~a.~~           a. Designation of a Compliance Officer and/or compliance staff.  
24 ~~b.~~           b. Written standards, policies and/or procedures.  
25 ~~c.~~           c. Compliance related training and/or education program and proof of completion.  
26 ~~d.~~           d. Communication methods for reporting concerns to the Compliance Officer.  
27 ~~e.~~           e. Methodology for conducting internal monitoring and auditing.  
28 ~~f.~~           f. Methodology for detecting and correcting offenses.  
29 ~~g.~~           g. Methodology/Procedure for enforcing disciplinary standards.

30 3. If CONTRACTOR does not provide proof of its own Compliance program to  
31 ADMINISTRATOR, CONTRACTOR shall acknowledge to comply with ADMINISTRATOR's  
32 Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the  
33 ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed  
34 acknowledgement that CONTRACTOR shall comply with ADMINISTRATOR's Compliance Program  
35 and Code of Conduct.

36 4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any  
37 Compliance related policies and procedures review by ADMINISTRATOR, then CONTRACTOR shall

1 submit a copy of its compliance Program, code of Conduct and all relevant policies and procedures to  
 2 ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement.  
 3 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a  
 4 reasonable time, which shall not exceed forty five (45) calendar days, and determine if  
 5 CONTRACTOR's proposed compliance program and code of conduct contain all required elements to  
 6 the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of  
 7 Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and  
 8 CONTRACTOR shall revise its compliance program and code of conduct to meet  
 9 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's  
 10 Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

11 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the  
 12 CONTRACTOR's compliance program, code of conduct and any Compliance related policies and  
 13 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals  
 14 relative to this Agreement are made aware of CONTRACTOR's compliance program, code of conduct,  
 15 related policies and procedures and contact information for the ADMINISTRATOR's Compliance  
 16 Program.

17 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or  
 18 retained to provide services related to this Agreement semi-annually to ensure that they are not  
 19 designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against  
 20 the General Services Administration's Excluded Parties List System or System for Award Management,  
 21 the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and  
 22 the California Medi-Cal Suspended and Ineligible Provider List and/or any other list or system as  
 23 identified by the ADMINISTRATOR.

24 1. For purposes of this Paragraph IV (COMPLIANCE), Covered Individuals includes all  
 25 employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide  
 26 health care items or services or who perform billing or coding functions on behalf of  
 27 ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem  
 28 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to  
 29 work more than one hundred sixty (160) hours per year; except that any such individuals shall become  
 30 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the  
 31 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are  
 32 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and  
 33 procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and  
 34 procedures if CONTRACTOR has elected to use its own).

35 2. An Ineligible Person shall be any individual or entity who:  
 36 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in  
 37 federal and state health care programs; or

1           b. has been convicted of a criminal offense related to the provision of health care items or  
2 services and has not been reinstated in the federal and state health care programs after a period of  
3 exclusion, suspension, debarment, or ineligibility.

4           3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.  
5 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this  
6 Agreement.

7           4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-  
8 annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that  
9 its subcontractors use their best efforts to verify that they are eligible to participate in all federal and  
10 State of California health programs and have not been excluded or debarred from participation in any  
11 federal or state health care programs, and to further represent to CONTRACTOR that they do not have  
12 any Ineligible Person in their employ or under contract.

13           5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any  
14 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.  
15 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing  
16 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an  
17 Ineligible Person.

18           6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing  
19 federal and state funded health care services by contract with COUNTY in the event that they are  
20 currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency.  
21 If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,  
22 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY  
23 business operations related to this Agreement.

24           7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or  
25 entity is currently excluded, suspended or debarred, or is identified as such after being sanction  
26 screened. Such individual or entity shall be immediately removed from participating in any activity  
27 associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or  
28 sanction(s) to CONTRACTOR for services provided by ineligible person or individual.  
29 CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the  
30 overpayment is verified by ADMINISTRATOR.

31           C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General  
32 Compliance Training available to Covered Individuals.

33           1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's  
34 Compliance Program shall use its best efforts to encourage completion by all Covered Individuals;  
35 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated  
36 representative to complete the General Compliance Training when offered.

37 //

1           2. Such training will be made available to Covered Individuals within thirty (30) calendar  
2 days of employment or engagement.

3           3. Such training will be made available to each Covered Individual annually.

4           4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide  
5 copies of training certification upon request.

6           5. Each Covered Individual attending a group training shall certify, in writing, attendance at  
7 compliance training. ADMINISTRATOR shall provide instruction on group training completion while  
8 CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR,  
9 CONTRACTOR shall provide copies of the certifications.

10          D. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized  
11 Provider Training, where appropriate, available to Covered Individuals.

12           1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered  
13 Individuals relative to this Agreement.

14           2. Such training will be made available to Covered Individuals within thirty (30) calendar  
15 days of employment or engagement.

16           3. Such training will be made available to each Covered Individual annually.

17           4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall  
18 provide copies of the certifications upon request.

19           5.- Each Covered Individual attending a group training shall certify, in writing, attendance at  
20 compliance training. ADMINISTRATOR shall provide instructions on completing the training in a  
21 group setting while CONTRACTOR shall retain the certifications. Upon written request by  
22 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

23          E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

24           1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care  
25 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner  
26 and are consistent with federal, state and county laws and regulations. This includes compliance with  
27 federal and state health care program regulations and procedures or instructions otherwise  
28 communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or  
29 their agents.

30           2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims  
31 for payment or reimbursement of any kind.

32           3. CONTRACTOR shall bill only for those eligible services actually rendered which are also  
33 fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which  
34 accurately describes the services provided and must ensure compliance with all billing and  
35 documentation requirements.

36           4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in  
37 coding of claims and billing, if and when, any such problems or errors are identified.

1 5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business  
2 days after the overpayment is verified by the ADMINISTRATOR.

3 F. Failure to comply with the obligations stated in this Paragraph IV (COMPLIANCE) shall  
4 constitute a breach of the Agreement on the part of CONTRACTOR and ground for COUNTY to  
5 terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR  
6 shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults  
7 grounded on this Paragraph IV (COMPLIANCE) prior to ADMINITRATOR's right to terminate this  
8 Agreement on the basis of such default.

#### 9 10 **V. CONFLICT OF INTEREST**

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

#### 19 20 **VI. CONFIDENTIALITY**

21 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any  
22 audio and/or video recordings, in accordance with all applicable federal, state and county codes and  
23 regulations, as they now exist or may hereafter be amended or changed.

24 B. Prior to providing any services pursuant to this Agreement, all members of the [Board of  
25 Directors] or its designee or authorized agent, employees, consultants, subcontractors, volunteers and  
26 interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the  
27 confidentiality of any and all information and records which may be obtained in the course of providing  
28 such services. This Agreement shall specify that it is effective irrespective of all subsequent  
29 resignations or terminations of CONTRACTOR's governing body or its designee or authorized agent,  
30 employees, consultants, subcontractors, volunteers and interns.

#### 31 32 **VII. DEBARMENT AND SUSPENSION CERTIFICATION**

33 A. CONTRACTOR certifies that it and its principals:

34 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or  
35 voluntarily excluded by any federal department or agency.

36 2. Have not within a three-year period preceding this Agreement been convicted of or had a  
37 civil judgment rendered against them for commission of fraud or a criminal offense in connection with



1 obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract  
 2 under a public transaction; violation of federal or state antitrust statutes or commission of  
 3 embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or  
 4 receiving stolen property.

5 3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state,  
 6 or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2.  
 7 above.

8 4. Have not within a three-year period preceding this Agreement had one or more public  
 9 transactions (federal, state, or local) terminated for cause or default.

10 5. Shall not knowingly enter into any lower tier covered transaction with a person who is  
 11 proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred,  
 12 suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless  
 13 authorized by the State of California.

14 6. Shall include without modification, the clause titled "Certification Regarding Debarment,  
 15 Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction," (i.e., transactions  
 16 with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in  
 17 accordance with 2 CFR Part 376.

18 B. The terms and definitions of this paragraph have the meanings set out in the Definitions and  
 19 Coverage sections of the rules implementing 51 F.R. 6370.

## 20 **VIII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

21 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without  
 22 prior written consent of COUNTY. CONTRACTOR shall provide written notification of  
 23 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to  
 24 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.  
 25 Any attempted assignment or delegation in derogation of this paragraph shall be void.  
 26

27 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the  
 28 prior written consent of COUNTY.

29 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to  
 30 any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%)  
 31 of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an  
 32 assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community  
 33 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal  
 34 Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

35 2. If CONTRACTOR is a for-profit organization, any change in the business structure,  
 36 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of  
 37 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a

1 change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR  
 2 at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or  
 3 delegation in derogation of this subparagraph shall be void.

4 3. If CONTRACTOR is a governmental organization, any change to another structure,  
 5 including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board  
 6 of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an  
 7 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of  
 8 this subparagraph shall be void.

9 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,  
 10 CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations  
 11 hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to  
 12 the effective date of the assignment.

13 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,  
 14 CONTRACTOR shall provide written notification within thirty (30) calendar days to  
 15 ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any  
 16 governing body of CONTRACTOR at one time.

17 C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by  
 18 means of subcontracts, provided such subcontracts are approved in advance, in writing by  
 19 ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity  
 20 under subcontract, and include any provisions that ADMINISTRATOR may require.

21 1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a  
 22 subcontract upon five (5) calendar days' written notice to CONTRACTOR if the subcontract  
 23 subsequently fails to meet the requirements of this Agreement or any provisions that  
 24 ADMINISTRATOR has required.

25 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY  
 26 pursuant to this Agreement.

27 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR,  
 28 amounts claimed for subcontracts not approved in accordance with this paragraph.

29 4. This provision shall not be applicable to service agreements usually and customarily  
 30 entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional  
 31 services provided by consultants.

### 32 **IX. DISPUTE RESOLUTION**

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

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

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

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

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

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

## 27

## 28 **X. EMPLOYEE ELIGIBILITY VERIFICATION**

29 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and  
 30 regulations regarding the employment of aliens and others and to ensure that employees, subcontractors,  
 31 and consultants performing work under this Agreement meet the citizenship or alien status requirements  
 32 set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,  
 33 subcontractors, and consultants performing work hereunder, all verification and other documentation of  
 34 employment eligibility status required by federal or state statutes and regulations including, but not  
 35 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently  
 36 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all  
 37 covered employees, subcontractors, and consultants for the period prescribed by the law.



1 upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is  
 2 approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s)  
 3 in this Agreement, agrees to all of the following:

4 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all  
 5 liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or  
 6 subcontractor's performance of this Agreement, CONTRACTOR shall defend the COUNTY at its sole  
 7 cost and expense with counsel approved by Board of Supervisors against same; and

8 2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any  
 9 duty to indemnify or hold harmless; and

10 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to  
 11 which the duty to defend stated above applies, and the CONTRACTOR's SIR provision shall be  
 12 interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.

13 E. If CONTRACTOR fails to maintain insurance as required in this Paragraph IX  
 14 (INDEMNIFICATION AND INSURANCE) for the full term of this Agreement, such failure shall  
 15 constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate  
 16 this Agreement.

17 F. QUALIFIED INSURER

18 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of  
 19 A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current  
 20 edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred,  
 21 but not mandatory, that the insurer be licensed to do business in the state of California (California  
 22 Admitted Carrier).

23 2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of  
 24 Risk Management retains the right to approve or reject a carrier after a review of the company's  
 25 performance and financial ratings.

26 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum  
 27 limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory

1		
2	Employers' Liability Insurance	—————\$1,000,000 per occurrence
3		
4	Network Security & Privacy Liability	————— \$1,000,000 per claims made
5		
6	Professional Liability Insurance	\$1,000,000 per claims made
7	—————	\$1,000,000 aggregate
8		
9	Sexual Misconduct Liability	\$1,000,000 per occurrence
10		

#### 11 H. REQUIRED COVERAGE FORMS

12 1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a  
13 substitute form providing liability coverage at least as broad.

14 2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01,  
15 CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

#### 16 I. REQUIRED ENDORSEMENTS

17 1. The Commercial General Liability policy shall contain the following endorsements, which  
18 shall accompany the COI:

19 a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least  
20 as broad naming the County of Orange, its elected and appointed officials, officers, employees, and  
21 agents as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY**  
22 **WRITTEN AGREEMENT.**

23 b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at  
24 least as broad evidencing that the CONTRACTOR's insurance is primary and any insurance or self-  
25 insurance maintained by the County of Orange shall be excess and non-contributing.

26 2. The Network Security and Privacy Liability policy shall contain the following  
27 endorsements which shall accompany the Certificate of Insurance:

28 a. An Additional Insured endorsement naming the County of Orange, its elected and  
29 appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.

30 b. A primary and non-contributing endorsement evidencing that the Contractor's  
31 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be  
32 excess and non-contributing.

33 J. All insurance policies required by this Agreement shall waive all rights of subrogation against  
34 the County of Orange, its elected and appointed officials, officers, agents and employees when acting  
35 within the scope of their appointment or employment.

36 K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving  
37 all rights of subrogation against the County of Orange, its elected and appointed officials, officers,

1 agents and employees, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN***  
 2 ***AGREEMENT.***

3 L. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy  
 4 cancellation and within ten (10) days for non-payment of premium and provide a copy of the  
 5 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a  
 6 breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate this  
 7 Agreement.

8 M. If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability are  
 9 "Claims Made" policy(ies), CONTRACTOR shall agree to maintain coverage for two (2) years  
 10 following the completion of the Agreement.

11 N. The Commercial General Liability policy shall contain a "severability of interests" clause also  
 12 known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

13 O. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease  
 14 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or  
 15 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to  
 16 adequately protect COUNTY.

17 P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
 18 CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY  
 19 incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall  
 20 constitute a breach of CONTRACTOR's obligation hereunder and ground for termination of this  
 21 Agreement by COUNTY.

22 Q. The procuring of such required policy or policies of insurance shall not be construed to limit  
 23 CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of  
 24 this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

25 **R. SUBMISSION OF INSURANCE DOCUMENTS**

26 1. The COI and endorsements shall be provided to COUNTY as follows:  
 27 a. Prior to the start date of this Agreement.  
 28 b. No later than the expiration date for each policy.  
 29 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding  
 30 changes to any of the insurance types as set forth in Subparagraph G, above.

31 2. The COI and endorsements shall be provided to the COUNTY at the address as specified in  
 32 the Referenced Contract Provisions of this Agreement.

33 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance  
 34 provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall  
 35 have sole discretion to impose one or both of the following:

36 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR  
 37 pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the

1 required COI and endorsements that meet the insurance provisions stipulated in this Agreement are  
2 submitted to ADMINISTRATOR.

3 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late  
4 COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and  
5 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance  
6 provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

7 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from  
8 CONTRACTOR's monthly invoice.

9 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any  
10 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs  
11 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

### 12 **XIII. INSPECTIONS AND AUDITS**

13 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative  
14 of the State of California, the Secretary of the United States Department of Health and Human Services,  
15 the Comptroller General of the United States, or any other of their authorized representatives, shall have  
16 access to any books, documents, and records, including but not limited to, financial statements, general  
17 ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly  
18 pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an  
19 audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth  
20 in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all  
21 reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the  
22 premises in which they are provided.

23 B. CONTRACTOR shall actively participate and cooperate with any person specified in  
24 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this  
25 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such  
26 evaluation or monitoring.

27 C. CONTRACTOR shall not be subject to disallowances as the result of audits of the cost of  
28 services.

29 D. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within  
30 fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management,  
31 financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the  
32 cost of such operation or audit is reimbursed in whole or in part through this Agreement.

### 33 **XIV. LICENSES AND LAWS**

34 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout  
35 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,  
36  
37



1 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and  
 2 required by the laws, regulations and requirements of the United States, the State of California,  
 3 COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify  
 4 ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the  
 5 pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers  
 6 and exemptions. Said inability shall be cause for termination of this Agreement.

7 **B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

8 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days  
 9 of the award of this Agreement:

10 a. In the case of an individual contractor, his/her name, date of birth, social security  
 11 number, and residence address;

12 b. In the case of a contractor doing business in a form other than as an individual, the  
 13 name, date of birth, social security number, and residence address of each individual who owns an  
 14 interest of ten percent (10%) or more in the contracting entity;

15 c. A certification that CONTRACTOR has fully complied with all applicable federal and  
 16 state reporting requirements regarding its employees;

17 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage  
 18 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

19 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by  
 20 Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting  
 21 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings  
 22 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement;  
 23 and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute  
 24 grounds for termination of this Agreement.

25 // 3. It is expressly understood that this data will be transmitted to governmental agencies  
 26 charged with the establishment and enforcement of child support orders, or as permitted by federal  
 27 and/or state statute.

28 **C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and**  
 29 **requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and**  
 30 **requirements shall include, but not be limited to, the following:**

- 31 1. ARRA of 2009.
- 32 2. Title 22, CCR, §51009, Confidentiality of Records.
- 33 3. California Welfare and Institutions Code, §14100.2, Medicaid Confidentiality.
- 34 4. Federal Medicare Cost reimbursement principles and cost reporting standards.
- 35 5. State of California-Health and Human Services Agency, Department of Health Care  
 36 Services, Orange County Medi-Cal Mental Health Managed Care Plan.

37 //

1 6. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,  
2 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

3  
4 **XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

5 A. Any written information or literature, including educational or promotional materials,  
6 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related  
7 to this Agreement must be approved at least thirty (30) days in advance and in writing by  
8 ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written  
9 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,  
10 and electronic media such as the Internet.

11 B. Any advertisement through radio, television broadcast, or the Internet, for educational or  
12 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this  
13 Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

14 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly  
15 available social media sites) in support of the services described within this Agreement,  
16 CONTRACTOR shall develop social media policies and procedures and have them available to  
17 ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all  
18 forms of social media used to either directly or indirectly support the services described within this  
19 Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as  
20 they pertain to any social media developed in support of the services described within this Agreement.  
21 CONTRACTOR shall also include any required funding statement information on social media when  
22 required by ADMINISTRATOR.

23 D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement  
24 by COUNTY, unless ADMINISTRATOR consents thereto in writing.

25 E. CONTRACTOR shall also include any required funding statement information on social media  
26 when required by ADMINISTRATOR

27  
28 **XVI. MAXIMUM OBLIGATION**

29 A. The Total Aggregate Maximum Obligation of COUNTY for services provided in accordance  
30 with this Agreement, and the separate Maximum Obligations for each period under this Agreement, are  
31 as specified in the Referenced Contract Provisions of this Agreement. This specific Agreement with  
32 CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation  
33 applies. It therefore is understood by the Parties that reimbursement to CONTRACTOR will be only a  
34 fraction of these Aggregate Maximum Obligations.

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

37 //

1 ~~C. Upon written request by CONTRACTOR, and at~~ C. A sole discretion of  
 2 ADMINISTRATOR, ADMINISTRATOR may increase or decrease the Period One, Period Two, Period  
 3 Three, and Period Four Maximum Obligations, provided the total of these Maximum Obligations does  
 4 not exceed the Total Maximum Obligation of COUNTY as specified in the Referenced Contract  
 5 Provisions of this Agreement.

## 7 **XVII. MINIMUM WAGE LAWS**

8 A. The Total Maximum Obligation of COUNTY for services provided in accordance with this  
 9 Agreement, and the separate Maximum Obligations for each period under this Agreement, are as  
 10 specified in the Referenced Contract Provisions of this Agreement.

11 B. CONTRACTOR shall comply and verify that its contractors comply with all other federal and  
 12 State of California laws for minimum wage, overtime pay, record keeping, and child labor standards  
 13 pursuant to providing services pursuant to this Agreement.

14 C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,  
 15 where applicable, shall comply with the prevailing wage and related requirements, as provided for in  
 16 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the  
 17 State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

## 19 **XVIII. NONDISCRIMINATION**

### 20 A. EMPLOYMENT

21 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not  
 22 unlawfully discriminate against any employee or applicant for employment because of his/her race,  
 23 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,  
 24 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual  
 25 orientation, or military and veteran status. Additionally, during the term of this Agreement,  
 26 CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall  
 27 not unlawfully discriminate against any employee or applicant for employment because of his/her race,  
 28 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,  
 29 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual  
 30 orientation, or military and veteran status.

31 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or  
 32 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or  
 33 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection  
 34 for training, including apprenticeship.

35 3. CONTRACTOR shall not discriminate between employees with spouses and employees  
 36 with domestic partners, or discriminate between domestic partners and spouses of those employees, in  
 37 the provision of benefits.

1 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for  
 2 employment, notices from ADMINISTRATOR and/or the United States Equal Employment  
 3 Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

4 5. All solicitations or advertisements for employees placed by or on behalf of  
 5 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration  
 6 for employment without regard to race, religious creed, color, national origin, ancestry, physical  
 7 disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender  
 8 identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements  
 9 shall be deemed fulfilled by use of the term EOE.

10 6. Each labor union or representative of workers with which CONTRACTOR and/or  
 11 subcontractor has a collective bargaining agreement or other contract or understanding must post a  
 12 notice advising the labor union or workers' representative of the commitments under this  
 13 Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places available to  
 14 employees and applicants for employment.

15 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not  
 16 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities  
 17 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental  
 18 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender  
 19 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the  
 20 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights  
 21 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division  
 22 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the  
 23 Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other  
 24 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and  
 25 regulations, as all may now exist or be hereafter amended or changed. For the purpose of this  
 26 Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one  
 27 or more of the factors identified above:

- 28 1. Denying a client or potential client any service, benefit, or accommodation.
- 29 2. Providing any service or benefit to a client which is different or is provided in a different  
 30 manner or at a different time from that provided to other clients.
- 31 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by  
 32 others receiving any service or benefit.
- 33 4. Treating a client differently from others in satisfying any admission requirement or  
 34 condition, or eligibility requirement or condition, which individuals must meet in order to be provided  
 35 any service or benefit.
- 36 5. Assignment of times or places for the provision of services.

37 //

1 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients  
 2 through a written statement that CONTRACTOR’s and/or subcontractor’s clients may file all  
 3 complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and  
 4 ADMINISTRATOR.

5 1. Whenever possible, problems shall be resolved informally and at the point of service.  
 6 CONTRACTOR shall establish an internal informal problem resolution process for clients not able to  
 7 resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with  
 8 CONTRACTOR either orally or in writing.

9 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as  
 10 to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.

11 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply  
 12 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as  
 13 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42  
 14 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of  
 15 discrimination against qualified persons with disabilities in all programs or activities; and if applicable,  
 16 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together  
 17 with succeeding legislation.

18 E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall  
 19 intimidate, coerce or take adverse action against any person for the purpose of interfering with rights  
 20 secured by federal or state laws, or because such person has filed a complaint, certified, assisted or  
 21 otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to  
 22 enforce rights secured by federal or state law.

23 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and  
 24 state law, this Agreement may be canceled, terminated or suspended in whole or in part and  
 25 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,  
 26 state or county funds.

## 27 **XIX. NOTICES**

28 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements  
 29 authorized or required by this Agreement shall be effective:

30 1. When written and deposited in the United States mail, first class postage prepaid and  
 31 addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed  
 32 by ADMINISTRATOR;

33 2. When faxed, transmission confirmed;

34 3. When sent by Email; or

35 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel  
 36 Service, or any other expedited delivery service.  
 37

1 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of  
2 this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,  
3 transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United  
4 Parcel Service, or any other expedited delivery service.

5 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of  
6 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such  
7 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or  
8 damage to any COUNTY property in possession of CONTRACTOR.

9 D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by  
10 ADMINISTRATOR.

11  
12 **XX. NOTIFICATION OF DEATH**

13 A. Upon becoming aware of the death of any person served pursuant to this Agreement,  
14 CONTRACTOR shall immediately notify ADMINISTRATOR.

15 B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain  
16 the name of the deceased, the date and time of death, the nature and circumstances of the death, and the  
17 name(s) of CONTRACTOR’s officers or employees with knowledge of the incident.

18 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by  
19 telephone immediately upon becoming aware of the death due to non-terminal illness of any person  
20 served pursuant to this Agreement; provided, however, weekends and holidays shall not be included for  
21 purposes of computing the time within which to give telephone notice and, notwithstanding the time  
22 limit herein specified, notice need only be given during normal business hours.

23 2. WRITTEN NOTIFICATION

24 a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send  
25 via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming  
26 aware of the death due to non-terminal illness of any person served pursuant to this Agreement.

27 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written  
28 report hand delivered, faxed, sent via encrypted email, and/or postmarked and sent via U.S. Mail within  
29 forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served  
30 pursuant to this Agreement.

31 C. If there are any questions regarding the cause of death of any person served pursuant to this  
32 Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related  
33 to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this  
34 Notification of Death Paragraph.

35 //  
36 //  
37 //

1                   **XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

2           A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in  
3 whole or in part by the COUNTY, except for those events or meetings that are intended solely to serve  
4 clients or occur in the normal course of business.

5           B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance  
6 of any applicable public event or meeting. The notification must include the date, time, duration,  
7 location and purpose of the public event or meeting. Any promotional materials or event related flyers  
8 must be approved by ADMINISTRATOR prior to distribution.

9  
10                   **XXII. RECORDS MANAGEMENT AND MAINTENANCE**

11          A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term  
12 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in  
13 accordance with this Agreement and all applicable requirements.

14          B. CONTRACTOR shall implement and maintain administrative, technical and physical  
15 safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of  
16 PHI in violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall  
17 mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in  
18 violation of federal or state regulations and/or COUNTY policies.

19          C. CONTRACTOR's ~~participant~~Participant, client, and/or patient records shall be maintained in a  
20 secure manner. CONTRACTOR shall maintain ~~participant~~Participant, client, and/or patient records and  
21 must establish and implement written record management procedures.

22          D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the  
23 commencement of the contract, unless a longer period is required due to legal proceedings such as  
24 litigations and/or settlement of claims.

25          E. CONTRACTOR shall make records pertaining to the costs of services, ~~participant~~Participant  
26 fees, charges, billings, and revenues available at one (1) location within the limits of the County of  
27 Orange.

28          F. CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires that  
29 clients, ~~participants~~Participants and/or patients be provided the right to access or receive a copy of their  
30 DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of  
31 records maintained by or for a covered entity that is:

32               1. The medical records and billing records about individuals maintained by or for a covered  
33 health care provider;

34               2. The enrollment, payment, claims adjudication, and case or medical management record  
35 systems maintained by or for a health plan; or

36               3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

37          G. CONTRACTOR may retain client, and/or patient documentation electronically in accordance

1 with the terms of this Agreement and common business practices. If documentation is retained  
2 electronically, CONTRACTOR shall, in the event of an audit or site visit:

3 1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit  
4 or site visit.

5 2. Provide auditor or other authorized individuals access to documents via a computer  
6 terminal.

7 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if  
8 requested.

9 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and  
10 security of PII and/or PHI. CONTRACTOR shall notify COUNTY immediately by telephone call plus  
11 email or fax upon the discovery of a Breach of unsecured PHI and/or PII.

12 I. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or  
13 security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall  
14 pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.

15 J. CONTRACTOR shall retain all client and/or patient medical records for seven (7) years  
16 following discharge of the client and/or patient, with the exception of non-emancipated minors for  
17 whom records must be kept for at least one (1) year after such minors have reached the age of eighteen  
18 (18) years, or for seven (7) years after the last date of service, whichever is longer.

19 K. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR  
20 may provide written approval to CONTRACTOR to maintain records in a single location, identified by  
21 CONTRACTOR.

22 L. CONTRACTOR may be required to retain all records involving litigation proceedings and  
23 settlement of claims for a longer term as directed by ADMINISTRATOR.

24 M. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out  
25 of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR  
26 all information that is requested by the PRA request.

### 27 28 **XXIII. RESEARCH AND PUBLICATION**

29 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out  
30 of, or developed, as a result of this Agreement for the purpose of personal or professional research, or  
31 for publication.

### 32 33 **XXIV. SEVERABILITY**

34 If a court of competent jurisdiction declares any provision of this Agreement or application thereof  
35 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any  
36 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or  
37 //



1 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain  
2 in full force and effect, and to that extent the provisions of this Agreement are severable.

### 4 **XXV. SPECIAL PROVISIONS**

5 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following  
6 purposes:

- 7 1. Making cash payments to intended recipients of services through this Agreement.
- 8 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications  
9 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on  
10 use of appropriated funds to influence certain federal contracting and financial transactions).
- 11 3. Fundraising.
- 12 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
13 CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.
- 14 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing  
15 body for expenses or services.
- 16 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,  
17 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized  
18 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
- 19 7. Paying an individual salary or compensation for services at a rate in excess of the current  
20 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary  
21 Schedule may be found at [www.opm.gov](http://www.opm.gov).
- 22 8. Severance pay for separating employees.
- 23 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building  
24 codes and obtaining all necessary building permits for any associated construction.

25 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR  
26 shall not use the funds provided by means of this Agreement for the following purposes:

- 27 1. Funding travel or training (excluding mileage or parking).
- 28 2. Making phone calls outside of the local area unless documented to be directly for the  
29 purpose of client care.
- 30 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 31 4. Purchase of artwork or other items that are for decorative purposes and do not directly  
32 contribute to the quality of services to be provided pursuant to this Agreement.

### 34 **XXVI. STATUS OF CONTRACTOR**

35 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be  
36 wholly responsible for the manner in which it performs the services required of it by the terms of this  
37 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and

1 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the  
 2 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR  
 3 or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR  
 4 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or  
 5 subcontractors as they relate to the services to be provided during the course and scope of their  
 6 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be  
 7 entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner  
 8 to be COUNTY's employees.

## 10 **XXVII. TERM**

11 A. This specific Agreement with CONTRACTOR is only one of several agreements to which the  
 12 term of this Agreement applies. This specific Agreement shall commence as specified in the Referenced  
 13 Contract Provisions of this Agreement. This specific Agreement shall terminate as specified in the  
 14 Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided in  
 15 this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as would  
 16 normally extend beyond this term, including but not limited to, obligations with respect to  
 17 confidentiality, indemnification, audits, reporting and accounting.

18 B. Any administrative duty or obligation to be performed pursuant to this Agreement on a  
 19 weekend or holiday may be performed on the next regular business day.

## 21 **XXVIII. TERMINATION**

22 A. Either Party may terminate this Agreement, without cause, upon thirty (30) calendar days'  
 23 written notice given the other Party.

24 B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon  
 25 five (5) calendar days' written notice if CONTRACTOR fails to perform any of the terms of this  
 26 Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty  
 27 (30) calendar days for corrective action.

28 C. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence  
 29 of any of the following events:

- 30 1. The loss by CONTRACTOR of legal capacity.
- 31 2. Cessation of services.
- 32 3. The delegation or assignment of CONTRACTOR's services, operation or administration to  
 33 another entity without the prior written consent of COUNTY.
- 34 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty  
 35 required pursuant to this Agreement.
- 36 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of  
 37 this Agreement.

1           6. The continued incapacity of any physician or licensed person to perform duties required  
2 pursuant to this Agreement.

3           7. Unethical conduct or malpractice by any physician or licensed person providing services  
4 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR  
5 removes such physician or licensed person from serving persons treated or assisted pursuant to this  
6 Agreement.

7           D. CONTINGENT FUNDING

8           1. Any obligation of COUNTY under this Agreement is contingent upon the following:

9           a. The continued availability of federal, state and county funds for reimbursement of  
10 COUNTY's expenditures, and

11           b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)  
12 approved by the Board of Supervisors.

13           2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,  
14 terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given  
15 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated  
16 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

17           E. In the event this Agreement is suspended or terminated prior to the completion of the term as  
18 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole  
19 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced  
20 term of the Agreement.

21           F. In the event this Agreement is terminated by either Party pursuant to Subparagraphs B., C. or D.  
22 above, CONTRACTOR shall do the following:

23           1. Comply with termination instructions provided by ADMINISTRATOR in a manner which  
24 is consistent with recognized standards of quality care and prudent business practice.

25           2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract  
26 performance during the remaining contract term.

27           3. Until the date of termination, continue to provide the same level of service required by this  
28 Agreement.

29           4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR,  
30 upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an  
31 orderly transfer.

32           5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with  
33 client's best interests.

34           6. If records are to be transferred to COUNTY, pack and label such records in accordance  
35 with directions provided by ADMINISTRATOR.

36           7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and  
37 supplies purchased with funds provided by COUNTY.

1 8. To the extent services are terminated, cancel outstanding commitments covering the  
2 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding  
3 commitments which relate to personal services. With respect to these canceled commitments,  
4 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims  
5 arising out of such cancellation of commitment which shall be subject to written approval of  
6 ADMINISTRATOR.

7 9. Provide written notice of termination of services to each client being served under this  
8 Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of  
9 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars  
10 day period.

11 G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be  
12 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

13  
14 **XXIX. THIRD PARTY BENEFICIARY**

15 Neither Party hereto intends that this Agreement shall create rights hereunder in third parties  
16 including, but not limited to, any subcontractors or any clients provided services pursuant to this  
17 Agreement.

18  
19 **XXX. WAIVER OF DEFAULT OR BREACH**

20 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any  
21 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this  
22 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any  
23 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this  
24 Agreement.

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1 IN WITNESS WHEREOF, the Parties have executed this Agreement, in the County of Orange,  
2 State of California.

3  
4 «CONTRACTOR\_NAME\_»

5  
6  
7  
8 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

9  
10 TITLE: \_\_\_\_\_

11  
12  
13 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

14  
15 TITLE: \_\_\_\_\_

16  
17  
18 COUNTY OF ORANGE

19  
20  
21  
22 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

23 HEALTH CARE AGENCY

24  
25  
26 APPROVED AS TO FORM  
27 OFFICE OF THE COUNTY COUNSEL  
28 ORANGE COUNTY, CALIFORNIA

29  
30  
31 BY: \_\_\_\_\_ DATED: - \_\_\_\_\_

32 \_DEPUTY

33  
34  
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.

EXHIBIT A  
AGREEMENT FOR PROVISION OF  
RECUPERATIVE CARE SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND

«CONTRACTOR\_NAME\_»

JULY 1, 2017 THROUGH DECEMBER 31, 2020

**I. ~~DEFINITIONS~~ SERVICE DESIGNATION(s)**

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

<u>Recuperative Care Services, General Provisions as specified in Exhibit B</u>	<u>Assisted Daily Living Recuperative Care Services as specified in Exhibit C</u>	<u>General Jail Release Recuperative Care Services as specified in Exhibit D</u>	<u>Jail Release Behavioral Health Services and Substance Use Disorder (Co-Occurring) as specified in Exhibit E</u>	<u>Jail Release Seriously Mentally Ill (SMI), Recuperative Care Services as specified in Exhibit F</u>	<u>Respite Care Services as specified in Exhibit G</u>
«SRVC DE SIG 1»	«SRVC DE SIG 2»	«SRVC DE SIG 3»	«SRVC DE SIG 4»	«SRVC DE SIG 5»	«SRVC DE SIG 6»

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

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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.

~~A~~ 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.

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

~~C~~ 4. “Homeless Management Information System” or “HMIS” means the regional (Orange County) database of clients and services providers that track service needs and usage for homeless and those at risk of becoming homeless.

~~D~~ 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.

~~E~~ 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).

~~F~~ 7. “Special Terms and Conditions” or “STCs” means the document (Number 11-W-00193/9), issued by the Centers for Medicare & Medicaid Services (CMS) to the DHCS (State), setting forth the conditions and limitations on the State’s 1115(a) Medicaid Demonstration Waiver, known as “Medi-Cal 2020.” The document describes in detail the nature, character and extent of CMS involvement in the Waiver and the State’s obligations to CMS. The Parties acknowledge that requirements in the STCs,

1 including any official amendments or clarifications thereto, relating to the WPC Pilot Program shall be  
2 deemed as COUNTY's obligation to the State.

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

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

12 ~~I~~ 10. "WPC CalOptima Recuperative Care Agreement" means the Agreement between the  
13 COUNTY and CalOptima for reimbursement of recuperative care bed days.

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

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

21 ~~1~~ a. Lack a fixed, regular, and adequate nighttime residence; or,

22 ~~2~~ b. Have a primary nighttime residence that is a public or private place not designed for, or  
23 ordinarily used as, a regular a regular sleeping accommodation for human beings, including a car, park,  
24 abandoned building, bus or train station, airport, or camping ground; or,

25 ~~3~~ c. Are living in a supervised publicly or privately operated shelter designated to provide  
26 temporary living arrangements (including hotels and motels paid for by federal, State, or local  
27 government programs for low-income individuals or by charitable organizations), congregate shelters,  
28 and transitional housing; or,

29 ~~4~~ d. Reside in a shelter or place not meant for human habitation and is exiting an institution  
30 where he or she temporarily resided; or,

31 ~~5~~ e. Otherwise meet the definition of 42 U.S. Code Sections 11302(a)(5), (6) or (b).

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

35 ~~M~~ //

36 //

37 14. "WPC Steering Committee" means an advisory committee established in accordance with a



1 directive from COUNTY's Board of Supervisors to provide high level support, advocacy, and  
2 enablement for the WPC Pilot Project.

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

## 5 6 II. PAYMENTS

7 ~~— A. Recuperative Care Services — COUNTY shall pay CONTRACTOR at the following rates per~~  
8 ~~level of service as specified in Paragraph III below; provided, however, that the total of all payments to~~  
9 ~~CONTRACTOR and all other contract providers of Recuperative Care Services provided to WPC~~  
10 ~~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: \$220 per bed day from the day of admission (Day 1) through and including Day~~  
13 ~~30, or until the WPC Beneficiary no longer meets medical necessity for Recuperative Care, whichever~~  
14 ~~comes first.~~

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

18 ~~— B. For services provided to WPC Beneficiaries:~~

19 ~~—— 1. Pending implementation of the WPC CalOptima Recuperative Care Agreement, for WPC~~  
20 ~~Beneficiaries admitted to CONTRACTOR's facility from a hospital:~~

21 ~~—— a. CONTRACTOR shall submit its billings for the first fifteen (15) days to the referring~~  
22 ~~hospital for reimbursement from the referring hospital in an amount of \$150 per bed day.~~

23 ~~—— 1) Billings shall be submitted as directed by the referring hospital.~~

24 ~~—— 2) COUNTY shall reimburse CONTRACTOR \$70 per bed day for the first fifteen~~  
25 ~~(15) days.~~

26 ~~—— b. CONTRACTOR shall submit its billings to COUNTY, monthly in arrears.~~

27 ~~—— 2. Following implementation of the WPC CalOptima Recuperative Care Agreement, for WPC~~  
28 ~~Beneficiaries, CONTRACTOR shall submit all billings to COUNTY, monthly in arrears, and shall no~~  
29 ~~longer bill hospitals for WPC Beneficiaries referred to CONTRACTOR for Recuperative Care.~~

30 ~~— C. CONTRACTOR's billings to COUNTY shall be on a form approved or provided by~~  
31 ~~ADMINISTRATOR and provide such information as is required by ADMINISTRATOR.~~

32 ~~— D. Billings are due by the tenth (10th) working day of each month, and payment to~~  
33 ~~CONTRACTOR should be released by COUNTY no later than twenty one (21) calendar days after~~  
34 ~~receipt of the correctly completed billing form.~~

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

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

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

### **III. 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 patient-centered manner with the goals of improved beneficiary health and wellbeing through more efficient and effective use of resources.

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

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

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

b. In addition to providing medical oversight, ~~promote~~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 during each phase as available in consideration of the Participant's approved length of stay:

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

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

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

2. Phase 1 shall be services provided from the day of admission (Day 1) through and including Day 30, and shall include the following services. Depending on the each patient's unique

//

circumstances, the Parties agree that services identified in Phase 2 below may be provided during Phase

1 | 1; and, further, services identified in Phase 1 may continue to carry over to Phase 2.

2 | a. Medical Care Plan Coordination:

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

9 | 2) If the ~~patient~~Participant is referred to CONTRACTOR from a community clinic or  
 10 | Behavioral Health Services provider, and CONTRACTOR agrees the ~~patient~~Participant meets the  
 11 | medical necessity criteria for recuperative care, CONTRACTOR shall work with the referring facility to  
 12 | develop an initial care coordination plan pending linkage with the ~~patient's~~Participant's primary care  
 13 | provider.

14 | 3) If the ~~patient~~Participant is referred to CONTRACTOR from a shelter bed provider,  
 15 | and CONTRACTOR agrees the ~~patient~~Participant meets the medical necessity criteria for recuperative  
 16 | care, CONTRACTOR shall develop an initial care coordination plan based on CONTRACTOR's  
 17 | assessment of the ~~patient~~Participant pending linkage with the ~~patient's~~Participant's primary care  
 18 | provider.

19 | b. Medications:

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

25 | 2) When a Participant is referred from a provider that is not a hospital or skilled  
 26 | nursing facility, Contractor shall make their best effort to connect with the Participant's Primary Care  
 27 | Provider and/or CalOptima for the Participant's medical history and developing a plan to obtain the  
 28 | appropriate medications for the Participant.

29 | c. Linkage to Services:

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

34 | 2) ~~Mental~~Behavioral Health Services:

35 | a) If the ~~patient~~Participant is ~~known~~linked to COUNTY's Behavioral Health  
 36 | Services (BHS), CONTRACTOR shall coordinate with BHS, including services that can be offered by  
 37 | CONTRACTOR, if any, to support the efforts of BHS while the ~~patient~~Participant is receiving

1 recuperative care services. Any onsite program services shall be provided in coordination with BHS and  
 2 overall treatment goals.

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

7 3) Substance Use Programs: CONTRACTOR shall coordinate with BHS for known  
 8 or suspected substance use by ~~patients~~Participants to ensure the most appropriate course of care can be  
 9 provided while the ~~patient~~Participant is receiving recuperative care services.

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

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

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

21 fg. Housing Readiness: CONTRACTOR agrees to receive training ~~from 2-1-1 Orange~~  
 22 ~~County~~ on the coordinated entry ~~program~~system, including administering the Vulnerability Index-  
 23 Service Prioritization Decision Assistance Tool (VI-SPDAT) and all other Coordinated Entry System  
 24 (CES) documentation. All incoming Participants will be screened for housing needs and entered into  
 25 the Homeless Management Information System (HMIS).

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

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

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

37 c. Housing:

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

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

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

4. Exceptions to Phase I and Phase II services:

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

b. Medical Respite Care

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

2) Participants may enter 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 there for 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.

1 D. In providing Recuperative Care Services, CONTRACTOR shall follow the Standards for  
 2 Medical Respite Care Programs issued by the National Health Care for the Homeless Counsel  
 3 ([https://www.nhchc.org/wp-content/uploads/2011/09/medical\\_respite\\_standards\\_oct2016.pdf](https://www.nhchc.org/wp-content/uploads/2011/09/medical_respite_standards_oct2016.pdf)) as those  
 4 standards pertain to the intensity of Recuperative Care Services being provided by CONTRACTOR, and  
 5 shall ensure, at a minimum, the following:

6 1. Space for ~~patients~~Participants to rest and perform activities of daily living (ADLs) while  
 7 receiving recuperative care which is habitable, promotes physical functioning, adequate hygiene, and  
 8 personal safety.

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

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

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

35 3. Manage timely and safe care transitions to recuperative care from acute care, specialty care,  
 36 and/or community settings.

- 37 a. Maintain clear policies and procedures for the screening and management of referrals

1 into CONTRACTOR's Recuperative Care Program consistent with the intensity of services offered by  
2 CONTRACTOR as indicated in the standards and guidance established by the WPC Collaborative.

3 1) Admission criteria

4 2) Review for clinical appropriateness

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

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

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

12 4) HIPAA compliant communication

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

17 1) Hospital after an inpatient stay

18 2) Hospital emergency department

19 3) Community Clinic

20 4) Shelter bed program

21 5) Any County BHS Program

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

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

24 d. Screen for and honor advance directives of ~~patients~~Participants.

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

27 4. Provide quality post-acute clinical care.

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

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

33 c. Develop an individual WPC Care Plan specifying treatments, desired outcomes and  
34 goals, and discharge indicators. When various professional disciplines are involved in the care plan,  
35 care, treatment, and services are provided to the ~~patient~~Participant in an interdisciplinary and  
36 //

37 collaborative manner and noted in the WPC Care plan as applicable and consistent with laws and

1 regulations regarding the ~~patient's~~ Participant's privacy.

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

4 a. ~~Broker—linkages~~ Link to community and social supports in order to help  
5 ~~patients~~ Participants transition out of homelessness and achieve positive outcomes.

6 b. Medical care coordination includes:

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

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

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

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

15 5) Ensuring communication between medical recuperative care staff and outside  
16 providers to follow up on any change in ~~patient~~ Participant care plans.

17 6) Providing access to phones during the recuperative care stay.

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

19 c. Wraparound services includes:

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

21 2) Identifying community resources as indicated.

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

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

26 5) Facilitating family/caregiver interaction.

27 6. Facilitate safe and appropriate transitions out of recuperative care.

28 a. Maintain clear policies and procedures for discharging ~~patients~~ Participants back to the  
29 community.

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

32 1) Medication list and refill information

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

35 3) Instructions for accessing relevant community resources

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

37 5) Any special medical instructions.



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

3 d. Transfer ~~patient~~Participant information to appropriate community providers

4 E. Outcomes:

5 a. CONTRACTOR will complete outcome measures on all incoming and ongoing Participants  
6 in the recuperative care program.

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

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

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

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

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

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

25  
26 **IV. COUNTY OBLIGATIONS**

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

29  
30 **III. ADMINISTRATOR OBLIGATIONS**

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

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

36 ~~C. For the Recuperative Care Program, COUNTY shall designate one (1) or more Care~~  
37 ~~Coordinators to review:~~

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

~~2. 30 day re-assessments for medical appropriateness for continued stay in the recuperative care program until discharge.~~

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

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

E. ADMINISTRATOR may authorize admission or stays beyond the initial ninety (90) bed day stay for up to an additional ninety (90) bed days for WPC Beneficiaries who do not meet the medical necessity criteria usually required for recuperative care services, but who have circumstances that warrant their admission or continued stay. Such cases shall include: IV Chemotherapy – Admission or authorized extended stays while the Participant is receiving treatment and may include days following the last administered dose of chemotherapy to ensure the Participant is not at risk for further deterioration of health due to the side-effects of their chemotherapy; Other medical or mental health circumstances subject to the approval of ADMINISTRATOR and CalOptima.

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

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

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

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

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

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

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

#### IV. COMMITTEES/GROUPS

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

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

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

8 3. The WPC Collaborative shall be responsible for:

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

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

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

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

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

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

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

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

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

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

23 b. One representative from CalOptima

24 c. One representative from the Hospital Community;

25 d. One representative from the Clinic Community

26 e. One representative from COUNTY’s Behavioral Health Services Program

27 f. One representative from COUNTY’s Public Health Program

28 g. One representative from COUNTY’s Community Resource Department responsible for  
29 the housing programs.

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

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

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

35 //

36 //

37 **V. PAYMENTS**

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

6 1. Phase 1: \$220 per bed day from the day of admission (Day 1) through and including Day  
 7 30, or until the Participant no longer meets medical necessity for Recuperative Care, whichever comes  
 8 first.

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

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

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

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

21 4. Low Medical Acuity: in accordance with Subparagraph II.C.5. of this Exhibit B to the  
 22 Agreement, reimbursement shall be as follows:

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

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

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

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

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

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

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

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

3  
4 **VI. REPORTS**

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

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

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

14  
15 **VII. STAFFING**

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

21 B. CONTRACTOR shall ensure that it has appropriate levels of medical staff to provide the  
22 recuperative care services as required under this Agreement.

23 C. If CONTRACTOR is providing services in a congregate facility, ensure that it maintains a  
24 twenty-four (24-) hour staff presence with staff ~~trained at a minimum to provide first aid, basic life~~  
25 ~~support services, and the ability to communicate to outside emergency assistance.:~~

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) for non-clinicians to  
31 increase staff awareness of issues Participants are dealing with.

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

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37 **VIII. FACILITY**

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

4  
5 «CONTRACTOR\_ADDRESS»  
6 «CONTRACTOR\_CITY», «CONTRACTOR\_STATE» «CONTRACTOR\_ZIP»  
7

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

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

12 ~~B. Located~~ b. Preference given to facilities located in Orange County ~~or~~ Facilities within a  
13 proximity to Orange County's borders to allow linkage to primary care providers and other services in  
14 Orange County may be considered.

15 //

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

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

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

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

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EXHIBIT C  
AGREEMENT FOR PROVISION OF  
RECUPERATIVE CARE SERVICES

BETWEEN  
COUNTY OF ORANGE

AND  
«CONTRACTOR NAME »

JULY 1, 2017 THROUGH DECEMBER 31, 2020

**ASSISTED DAILY LIVING RECUPERATIVE CARE SERVICES**

**I. CONTRACTOR OBLIGATIONS**

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

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

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

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

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

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

2. The Parties agree that Assisted Daily Living 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 during each phase as available in consideration of the Participant’s approved length of stay:

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

1 a. Eating

2 b. Bathing

3 c. Dressing

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

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

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

11 a. Medical Care Plan Coordination:

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

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

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

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

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

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

29 b) The ADLs the participant needs help with

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

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

34 b. Medications:

35 1) When a Participant is referred from a hospital or skilled nursing facility,  
36 CONTRACTOR shall ensure that the Participant has sufficient medications and/or prescriptions,

37 //



1 including psychiatric medication, needed for the initial 30 days in Recuperative Care until a linkage to a  
2 primary care provider can be established.

3 2) When a Participant is referred from a provider that is not a hospital or skilled  
4 nursing facility, Contractor shall make their best effort to connect with the Participant's Primary Care  
5 Provider and/or CalOptima for the Participant's medical history and developing a plan to obtain the  
6 appropriate medications for the Participant.

7 c. Linkage to Services:

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

12 2) Behavioral Health Services:

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

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

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

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

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

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

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

37 //

1 h. Recommendations for Skilled Nursing Care: CONTRACTOR shall notify CalOptima  
 2 and the Participant's PCP if, during the Participant's length of stay in recuperative care, the needs of the  
 3 Participant indicate that their need for assistance with ADLs may be an on-going need and not likely to  
 4 resolve. CalOptima and the PCP shall determine if the Participant qualifies for Skilled Nursing Care.

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

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

13 b. Recommendations for Skilled Nursing Care: CONTRACTOR shall notify CalOptima  
 14 and the Participant's PCP if, during the Participant's length of stay in recuperative care, the needs of the  
 15 Participant indicate that their need for assistance with ADLs may be an on-going need and not likely to  
 16 resolve. CalOptima and the PCP shall determine if the Participant qualifies for Skilled Nursing Care.

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

20 d. Housing:

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

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

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

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

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

34 b. Medical Respite Care

35 1) A Participant may either enter recuperative care with a hospice order or may  
 36 request a hospice order while in recuperative care. At such time, the Phase I and Phase II services, with  
 37 the exception of aiding the Participant in meeting with their doctors or BHS team as needed,

1 CONTRACTOR is not expected to provide the other services identified, and shall work with the hospice  
 2 team as appropriate.

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

8 D. In providing Recuperative Care Services, CONTRACTOR shall follow the Standards for  
 9 Medical Respite Care Programs issued by the National Health Care for the Homeless Counsel  
 10 ([https://www.nhchc.org/wp-content/uploads/2011/09/medical\\_respite\\_standards\\_oct2016.pdf](https://www.nhchc.org/wp-content/uploads/2011/09/medical_respite_standards_oct2016.pdf)) as those  
 11 standards pertain to the intensity of Recuperative Care Services being provided by CONTRACTOR, and  
 12 shall ensure, at a minimum, the following:

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

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

17 b. On-site showering facilities.

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

19 d. Access to secured storage for personal belongings.

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

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

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

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

27 i. Compliant with State and local fire safety standards.

28 j. Written code of conduct for Participant behavior.

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

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

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

37 b. Managing exposure to bodily fluids and other biohazards.

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

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

5 3. Manage timely and safe care transitions to recuperative care from acute care, specialty care,  
 6 and/or community settings.

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

10 1) Admission criteria

11 2) Review for clinical appropriateness

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

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

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

19 4) HIPAA compliant communication

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

24 1) Hospital after an inpatient stay

25 2) Hospital emergency department

26 3) Community Clinic

27 4) Shelter bed program

28 5) Any County BHS Program

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

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

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

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

34 4. Provide quality post-acute clinical care.

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

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

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

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

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

12 b. Medical care coordination includes:

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

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

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

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

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

23 6) Providing access to phones during the recuperative care stay.

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

25 c. Wraparound services includes:

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

27 2) Identifying community resources as indicated.

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

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

32 5) Facilitating family/caregiver interaction.

33 6. Facilitate safe and appropriate transitions out of recuperative care.

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

36 b. Provide a written discharge summary and written discharge instructions to the  
 37 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:
1. CONTRACTOR will complete outcome measures on all incoming and ongoing Participants in the recuperative care program.
- a. 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.
- b. PHQ-9 – CONTRACTOR shall administer PHQ-9 evaluation to all WPC members (ages 18 years and older) at admission and document the results through WPC Connect.
- c. 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 will establish an external method for submitting grievances to avoid Participants needing to submit complaints to direct program staff onsite.
- G. For WPC Beneficiaries, CONTRACTOR agrees to the policies, procedures, and guidance issued by the WPC Collaborative.
- H. CONTRACTOR agrees that they are both a member of the WPC Collaborative and a WPC Participating Entity.
- I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the CONTRACTOR Obligations Paragraph of this Exhibit C to the Agreement.

## II. PAYMENTS

- A. Assisted Daily Living Recuperative Care Services – COUNTY shall pay CONTRACTOR at the following rates per level of service as specified in Subparagraph A below; provided, however, that the total of all payments to CONTRACTOR and all other contract providers of Recuperative Care Services

1 provided to WPC Beneficiaries shall not exceed COUNTY's Maximum Obligation per Period as  
 2 specified in the Referenced Contract Provisions of this Agreement.

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

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

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

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

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

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

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

### 20 **III. STAFFING**

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

26 B. CONTRACTOR shall ensure that it has appropriate levels of medical staff to provide the  
 27 recuperative care services as required under this Agreement.

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

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

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

36 //  
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1 3. Certified, at a minimum, as a Professional Caregiver, for those providing assistance with  
2 ADLs.

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

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EXHIBIT D  
AGREEMENT FOR PROVISION OF  
RECUPERATIVE CARE SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
«CONTRACTOR\_NAME\_»  
JULY 1, 2017 THROUGH DECEMBER 31, 2020

**GENERAL JAIL RELEASE POPULATION RECUPERATIVE CARE SERVICES**

**I. CONTRACTOR OBLIGATIONS**

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

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

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

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

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

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

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

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

2. For participants provided services through this Agreement, CONTRACTOR shall be available to accept admissions of participants being released from jail usually between 7:00 AM and 10:00 AM. CONTRACTOR may also be requested to provide transportation of the participant from the

1 jail or from COUNTY's contracted hospital for inmate health care, to CONTRACTOR's facility.

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

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

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

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

11 2. Phase 1 shall be services provided from the day of admission (Day 1) through and  
 12 including Day 30, and shall include the following services. Depending on the each participant's unique  
 13 circumstances, the Parties agree that services identified in Phase 2 below may be provided during Phase  
 14 1; and, further, services identified in Phase 1 may continue to carry over to Phase 2.

15 a. Medical Care Plan Coordination:

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

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

23 b. Medications: When a participant is referred from the Jail, CHS staff will provide  
 24 participants with a seven (7) day supply of all necessary medications. Linkage to primary care provider  
 25 or Federally Qualified Health Center (FQHC) identified by ADMINISTRATOR shall occur within the  
 26 first seven (7) days of the participant's admission to ensure continuation of critical medications, as well  
 27 as coordination of home health, durable medical equipment, and specialty medical appointments.

28 c. Linkage to Services:

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

34 2) Behavioral Health Services:

35 a) Participants may be linked to COUNTY's Behavioral Health Services (BHS)  
 36 for their mental health treatment; however, participants with mild to moderate mental health treatment  
 37 needs shall encourage to link to CalOptima for services. CONTRACTOR shall coordinate with BHS

1 and CalOptima, as appropriate, including services that can be offered by CONTRACTOR to support the  
 2 efforts of BHS and CalOptima while the participant is receiving recuperative care services. All onsite  
 3 program services shall be provided in coordination with BHS for overall substance use disorder  
 4 treatment goals and in coordination with CalOptima for overall mental health treatment goals

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

8 3) Substance Use Programs: CONTRACTOR shall coordinate with BHS for known  
 9 or suspected substance use by participants to ensure the most appropriate course of care can be provided  
 10 while the participant is receiving recuperative care services.

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

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

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

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

25 3. Phase 2 shall be from Day 31 through and including Day 90. Depending on each  
 26 participant's unique circumstances, the Parties agree that services identified in Phase 2 below may be  
 27 provided during Phase 1; and, further, services identified in Phase 1 may continue to carry over to Phase  
 28 2.

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

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

36 c. Housing:

37 1) CONTRACTOR shall provide participant education to ensure housing readiness

1 and successful placement such as tenant/landlord education (i.e., How to be a good tenant, etc.).

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

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

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

8 a. Periodically, COUNTY may authorize admission of participants that have lower  
 9 medical acuity than those typically authorized for admission. These participants may have certain  
 10 chronic conditions that if not controlled and/or monitored would require ER visit and/or hospitalization.  
 11 Phase I and Phase II services should certainly be provided; however, because the participant is being  
 12 admitted after a recent incarceration, the urgency in getting the participant "medically settled" in Phase I  
 13 may still present for these participants for the initial linkages to a Primary Care Provider and/or  
 14 specialist.

15 b. Medical Respite Care

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

21 2) Participants may enter Recuperative Care with an order for IV Chemo Therapy and  
 22 are considered to have lower medical acuity; however, because the participant is being admitted after a  
 23 recent incarceration, the urgency in getting the participant "medically settled" in Phase I may still  
 24 present for these participants for the initial linkages to a Primary Care Provider and/or specialist. Phase  
 25 II services should be provided as needed and/or necessary and as the participant is able to participate in  
 26 the services given their treatment regimen.

27 5. Low Medical Acuity Admissions:

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

31 b. The parties agree that such WPC Beneficiaries should not be referred to  
 32 CONTRACTOR with level of medical coordination required for a Participant with an acute medical  
 33 need, and there for the more intensive level of care in Phase I should not be required with the exception  
 34 of initial linkages to a Primary Care Provider and/or specialist.

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37 c. If CONTRACTOR determines that the Participant needs more of the intensive medical

1 coordination usually provided during Phase I or Phase II, CONTRACTOR shall advise  
 2 ADMINISTRATOR documenting the need for a re-evaluation of the participant.

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

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

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

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

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

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

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

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

29 D. 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](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 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 care,  
27 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.
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- 37 b) All admissions shall be subject to prospective or retrospective review, as

1 provided in the standards and guidance established by the WPC Collaborative, by COUNTY's Care  
 2 Coordinator.

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

5 4) HIPAA compliant communication

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

10 1) Hospital after an inpatient stay

11 2) Hospital emergency department

12 3) Community Clinic

13 4) Shelter bed program

14 5) Any County BHS Program

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

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

17 d. Screen for and honor advance directives of participants.

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

20 4. Provide quality post-acute clinical care.

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

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

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

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

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

35 b. Medical care coordination includes:

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37 1) Supporting the participant in developing self-management goals to increase their

1 understanding of how their actions affect their health and develop strategies to meet those goals.

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

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

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

7 5) Ensuring communication between medical recuperative care staff and outside  
 8 providers to follow up on any change in participant care plans.

9 6) Providing access to phones during the recuperative care stay.

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

11 c. Wraparound services includes:

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

13 2) Identifying community resources as indicated.

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

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

18 5) Facilitating family/caregiver interaction.

19 6. Facilitate safe and appropriate transitions out of recuperative care.

20 a. Maintain clear policies and procedures for discharging participants back to the  
 21 community.

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

24 1) Medication list and refill information

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

27 3) Instructions for accessing relevant community resources

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

29 5) Any special medical instructions.

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

32 d. Transfer participant information to appropriate community providers

33 E. Outcomes:

34 1. CONTRACTOR will complete outcome measures on all incoming and ongoing participants  
 35 in the recuperative care program.

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37 a. This will include a tool to demonstrate impact of program services to measure



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

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

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

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

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

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

## 16 II. PAYMENTS

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

### 22 1. Phase 1

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

26 b. Participants that have confirmed Medi-Cal benefits, but for whom enrollment has not  
 27 been transferred from the State to CalOptima at the time of their release from jail: \$220 per bed day  
 28 with an automatic authorized length-of-stay for the day of admission (Day 1) through and including Day  
 29 30 to reflect the additional challenges in negotiating access to medical care for the participant absent  
 30 assistance from CalOptima.

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) days, whichever  
 33 comes first.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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37 D. CONTRACTOR agrees that all billings to COUNTY shall be supported, at CONTRACTOR's

1 facility, by source documentation including, but not limited to, ledgers, journals, timesheets, invoices,  
2 bank statements, canceled checks, receipts, receiving records, and records of service provided.

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

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

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

9  
10 **III. STAFFING**

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

16 B. CONTRACTOR shall ensure that it has appropriate levels of medical staff to provide the  
17 recuperative care services as required under this Agreement.

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

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

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

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

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EXHIBIT E  
AGREEMENT FOR PROVISION OF  
RECUPERATIVE CARE SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
«CONTRACTOR\_NAME\_»  
JULY 1, 2019 THROUGH DECEMBER 31, 2020

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

**I. CONTRACTOR OBLIGATIONS**

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

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

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

- a. Provide a safe, stable and supportive place to recover from illness or injury.
- b. In addition to providing medical oversight, facilitate connections to primary and behavioral health care.
- c. Provide support services designed to secure housing and/or ensure readiness for housing placement.
- d. The Parties agree that Recuperative Care Services may be provided in a variety of settings including, but not limited to, freestanding facilities, homeless shelters, motels, and transitional housing.
- e. The Parties agree that Recuperative Care Services for the Participants specified in this Exhibit ?? to the Agreement need not be provided as part of a distinctly separate program or facility, as

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1 long as CONTRACTOR is able to appropriately provide the substance use and mild to moderate level of  
 2 mental health interventions required by the Participant(s).

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

17 a. Medical Care Plan Coordination:

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

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

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

30 b. Medications:

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

36 2) When a Participant is referred from a justice related provider, rather than the Jail,  
 37 CONTRACTOR shall connect with the Jail, the Participant's Primary Care Provider and/or CalOptima

1 for the Participant's medical history and developing a plan to obtain the appropriate medications for the  
 2 Participant.

3 c. Linkage to Services:

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

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

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

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

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

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

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

36 g. Housing Readiness: CONTRACTOR agrees to receive training on the coordinated  
 37 entry system, including administering the Vulnerability Index-Service Prioritization Decision Assistance

1 Tool (VI-SPDAT) and all other Coordinated Entry System (CES) documentation. All incoming  
 2 Participants will be screened for housing needs and entered into the Homeless Management Information  
 3 System (HMIS).

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

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

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

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

16 c. Housing:

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

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

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

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

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

32 b. Medical Respite Care

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



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

7 5. Low Medical Acuity Admissions:

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

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

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

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

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

26 b. Hospice/Palliative Care - Either at admission or transitioned at any point during the  
 27 course of a Participant’s authorize stay in recuperative care.

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

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

37 //

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

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

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

8 E. In providing Recuperative Care Services, CONTRACTOR shall follow the Standards for  
 9 Medical Respite Care Programs issued by the National Health Care for the Homeless Counsel  
 10 ([https://www.nhchc.org/wp-content/uploads/2011/09/medical\\_respite\\_standards\\_oct2016.pdf](https://www.nhchc.org/wp-content/uploads/2011/09/medical_respite_standards_oct2016.pdf)) as those  
 11 standards pertain to the intensity of Recuperative Care Services being provided by CONTRACTOR, and  
 12 shall ensure, at a minimum, the following:

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

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

17 b. On-site showering facilities.

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

19 d. Access to secured storage for personal belongings.

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

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

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

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

27 i. Compliant with State and local fire safety standards.

28 j. Written code of conduct for Participant behavior.

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

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

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

37 b. Managing exposure to bodily fluids and other biohazards.

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

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

5 3. Manage timely and safe care transitions to recuperative care from jail, acute care, specialty  
 6 care, and/or community settings.

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

10 1) Admission criteria

11 2) Review for clinical appropriateness

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

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

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

19 4) HIPAA compliant communication

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

24 1) Hospital after an inpatient stay

25 2) Hospital emergency department

26 3) Community Clinic

27 4) Shelter bed program

28 5) Any County BHS Program

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

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

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

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

34 4. Provide quality post-acute clinical care.

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

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

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

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

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

12 b. Medical care coordination includes:

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

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

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

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

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

24 6) Providing access to phones during the recuperative care stay.

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

26 c. Wraparound services includes:

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

28 2) Identifying community resources as indicated.

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

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

33 5) Facilitating family/caregiver interaction.

34 6. Facilitate safe and appropriate transitions out of recuperative care.

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

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

3 1) Medication list and refill information

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

6 3) Instructions for accessing relevant community resources

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

8 5) Any special medical instructions.

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

11 d. Transfer Participant information to appropriate community providers.

12 E. Outcomes:

13 1. CONTRACTOR will complete outcome measures on all incoming and ongoing Participants  
 14 in the recuperative care program.

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

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

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

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

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

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

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

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## II. PAYMENTS

A. Justice Involved 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 shall not exceed COUNTY’s Maximum Obligation per Period as specified in the Referenced Contract Provisions of this Agreement.

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

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

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

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

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

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

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

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

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

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

## III. STAFFING

A. CONTRACTOR shall ensure that it has adequate and qualified medical and behavioral personnel to assess the baseline Participant health, provide supportive and educational services onsite, support Participants who may be in various levels of crisis onsite, provide educational and clinical

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1 interventions onsite, make on-going reassessments to determine if the clinical interventions are  
2 effective, and determine readiness for discharge from the program.

3 B. CONTRACTOR shall ensure that it has appropriate levels of medical and behavioral health  
4 staff to provide the recuperative care services as required under this Agreement and appropriate levels of  
5 peer or supportive staff to provide behavioral health education and support as required under this  
6 Agreement.

7 1. Substance Use Disorder staffing includes a minimum of one (1) Clinician, with alcohol and  
8 other drug experience, who can be a licensed or pre-licensed Marriage and Family Therapist, Clinical  
9 Social Worker, or Behavioral Health Counselor. If the staff is pre-licensed, CONTRACTOR must  
10 provide the appropriate amount of clinical supervision and training.

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

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

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

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

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

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

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EXHIBIT F  
AGREEMENT FOR PROVISION OF  
RECUPERATIVE CARE SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
«CONTRACTOR\_NAME\_»  
JULY 1, 2019 THROUGH DECEMBER 31, 2020

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

**I. CONTRACTOR OBLIGATIONS**

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

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

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

- a. Provide a safe, stable and supportive place to recover from illness or injury.
- b. In addition to providing medical oversight, facilitate connections to primary and behavioral health care.
- c. Provide support services designed to secure housing and/or ensure readiness for housing placement.
- d. The Parties agree that Recuperative Care Services may be provided in a variety of settings including, but not limited to, freestanding facilities, homeless shelters, motels, and transitional housing.
- e. The Parties agree that Recuperative Care Services for the participants specified in this Exhibit ?? to the Agreement need not be provided as part of a distinctly separate program or facility, as

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1 long as CONTRACTOR is able to appropriately provide the mental health interventions required by the  
 2 participant(s).

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

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

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

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

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

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

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

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

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

35 a. Upon arrival on the first day at the recuperative care facility, participants shall be  
 36 welcomed by CONTRACTOR's staff and provided with a written list of rules and expectations of the  
 37 program as part of the intake process.

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

4 2. Phase 1 shall be services provided from the day of admission (Day 1) through and  
 5 including Day 30, and shall include the following services. Depending on the each participant's unique  
 6 circumstances, the Parties agree that services identified in Phase 2 below may be provided during Phase  
 7 1; and, further, services identified in Phase 1 may continue to carry over to Phase 2.

8 a. Medical Care Plan Coordination:

9 1) The majority of participants referred to CONTRACTOR shall be admitted directly  
 10 from an Orange County Jail upon their release from custody; however, participants may also be referred  
 11 from BHS and/or BHS contracts specifically providing services to participants released jail and other  
 12 justice related programs and services, who subsequently determine that the participant requires  
 13 recuperative care.

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

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

21 b. Medications:

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

27 2) When a participant is referred from a justice related provider, rather than the Jail,  
 28 CONTRACTOR shall connect with the Jail, the participant's Primary Care Provider and/or CalOptima  
 29 for the participant's medical history and developing a plan to obtain the appropriate medications for the  
 30 participant.

31 c. Linkage to Services:

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

37 //

1 2) Behavioral Health Services: All participants shall be linked to COUNTY's  
 2 Behavioral Health Services (BHS). CONTRACTOR shall coordinate with BHS, including services that  
 3 can be offered by CONTRACTOR to support the efforts of BHS while the participant is receiving  
 4 recuperative care services. All onsite program services shall be provided in coordination with BHS and  
 5 overall treatment goals.

6 3) Substance Use Programs: CONTRACTOR shall coordinate with BHS for known  
 7 or suspected substance use by participants to ensure the most appropriate course of care can be provided  
 8 while the participant is receiving recuperative care services.

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

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

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

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

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

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

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

35 a. Discharge Planning: CONTRACTOR shall prepare a discharge plan for the  
 36 participant's discharge from recuperative care that shall be shared with the participant, the participant's

37 //

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

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

6 c. Housing:

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

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

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

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

15 a. Periodically, COUNTY may authorize admission of participants that have lower  
 16 medical acuity than those typically authorized for admission. These participants may have certain  
 17 chronic conditions that if not controlled and/or monitored would require ER visit and/or hospitalization.  
 18 Phase I and Phase II services should certainly be provided; however, because the participant is being  
 19 admitted after a recent incarceration, the urgency in getting the participant "medically settled" in Phase I  
 20 may still present for these participants for the initial linkages to a Primary Care Provider and/or  
 21 specialist.

22 b. Medical Respite Care

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

28 2) Participants may enter Recuperative Care with an order for IV Chemo Therapy and  
 29 are considered to have lower medical acuity; however, because the participant is being admitted after a  
 30 recent incarceration, the urgency in getting the participant "medically settled" in Phase I may still  
 31 present for these participants for the initial linkages to a Primary Care Provider and/or specialist. Phase  
 32 II services should be provided as needed and/or necessary and as the participant is able to participate in  
 33 the services given their treatment regimen.

34 5. Low Medical Acuity Admissions:

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

1 b. The parties agree that such WPC Beneficiaries should not be referred to  
 2 CONTRACTOR with level of medical coordination required for a Participant with an acute medical  
 3 need, and there for the more intensive level of care in Phase I should not be required with the exception  
 4 of initial linkages to a Primary Care Provider and/or specialist.

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

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

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

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

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

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

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

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

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

34 E. In providing Recuperative Care Services, CONTRACTOR shall follow the Standards for  
 35 Medical Respite Care Programs issued by the National Health Care for the Homeless Counsel  
 36 ([https://www.nhchc.org/wp-content/uploads/2011/09/medical\\_respite\\_standards\\_oct2016.pdf](https://www.nhchc.org/wp-content/uploads/2011/09/medical_respite_standards_oct2016.pdf)) as those

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1 standards pertain to the intensity of Recuperative Care Services being provided by CONTRACTOR, and  
 2 shall ensure, at a minimum, the following:

3 1. Space for participants to rest and perform activities of daily living (ADLs) while receiving  
 4 recuperative care which is habitable, promotes physical functioning, adequate hygiene, and personal  
 5 safety.

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

7 b. On-site showering facilities.

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

9 d. Access to secured storage for personal belongings.

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

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

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

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

17 i. Compliant with State and local fire safety standards.

18 j. Written code of conduct for participant behavior.

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

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

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

27 b. Managing exposure to bodily fluids and other biohazards.

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

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

32 3. Manage timely and safe care transitions to recuperative care from jail, acute care, specialty  
 33 care, and/or community settings.

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

37 1) Admission criteria

1 2) Review for clinical appropriateness

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

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

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

9 4) HIPAA compliant communication

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

14 1) Hospital after an inpatient stay

15 2) Hospital emergency department

16 3) Community Clinic

17 4) Shelter bed program

18 5) Any County BHS Program

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

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

21 d. Screen for and honor advance directives of participants.

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

24 4. Provide quality post-acute clinical care.

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

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

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

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

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

3 b. Medical care coordination includes:

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

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

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

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

13 5) Ensuring communication between medical recuperative care staff and outside  
 14 providers to follow up on any change in participant care plans.

15 6) Providing access to phones during the recuperative care stay.

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

17 c. Wraparound services includes:

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

19 2) Identifying community resources as indicated.

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

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

24 5) Facilitating family/caregiver interaction.

25 6. Facilitate safe and appropriate transitions out of recuperative care.

26 a. Maintain clear policies and procedures for discharging participants back to the  
 27 community.

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

30 1) Medication list and refill information

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

33 3) Instructions for accessing relevant community resources

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

35 5) Any special medical instructions.

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



d. Transfer participant information to appropriate community providers.

E. Outcomes:

1. CONTRACTOR will complete outcome measures on all incoming and ongoing participants in the recuperative care program.

a. 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.

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

c. 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 will 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 F to the Agreement.

**II. PAYMENTS**

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

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

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

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

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

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

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

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

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

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

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

### 20 III. STAFFING

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

26 B. CONTRACTOR shall ensure that it has appropriate levels of medical and behavioral health  
 27 staff to provide the recuperative care services as required under this Agreement and appropriate levels of  
 28 peer or supportive staff to provide behavioral health education and support as required under this  
 29 Agreement.

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

34 2. Peer Support - Actively recruit and hire staff, serving in any number of capacities within the  
 35 program, that have lived experience in one or more of the following: living with SMI, has been in jail,  
 36 and/or has a substance use disorder and is in recovery.  
 37

1 C. If CONTRACTOR is providing services in a congregate facility, ensure that it maintains a 24-  
2 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 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
10 Staffing Paragraph of this Exhibit F to the Agreement.

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1 including, but not limited to, freestanding facilities, homeless shelters, motels, and transitional housing.

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

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

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

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

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

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

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

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

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

1 placement, CONTRACTOR may:

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

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

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

9 3. Low Medical Acuity Admissions:

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

13 b. The parties agree that such WPC Beneficiaries should not be referred to  
 14 CONTRACTOR with level of medical coordination and assessment of medical needs required for a  
 15 Participant with an acute medical need, and therefore the more intensive level of coordination of  
 16 services should not be required

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

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

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

29 b. Medications: Contractor shall make their best effort to connect with the Participant's  
 30 Primary Care Provider and/or CalOptima for the Participant's medical history and developing a plan to  
 31 obtain the appropriate medications, including psychiatric medications, for the Participant.

32 c. Linkage to Services:

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

37 2) Behavioral Health Services:

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

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

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

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

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

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

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

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

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

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

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

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

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

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](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 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 acute care, specialty care,  
 2 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. WPC Beneficiaries may be referred from any of the following locations as long as they  
 17 meet medical necessity for Recuperative Care as defined by the WPC Collaborative. Transportation of  
 18 Participants from these referring agencies to CONTRACTOR should be provided by the referring  
 19 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 the 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 Participants in navigating their health network and establish a  
 12 relationship with a primary care provider and/or Participant-centered medical home.

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

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

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

19 6) Providing access to phones during the recuperative care stay.

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

21 c. Wraparound services includes:

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

23 2) Identifying community resources as indicated.

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

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

28 5) Facilitating family/caregiver interaction.

29 6. Facilitate safe and appropriate transitions out of recuperative care.

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

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

34 1) Medication list and refill information

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

37 3) Instructions for accessing relevant community resources

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

2 5) Any special medical instructions.

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

5 d. Transfer Participant information to appropriate community providers

6 E. Outcomes:

7 1. CONTRACTOR will complete outcome measures on all incoming and ongoing Participants  
 8 in the recuperative care program.

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

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

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

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

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

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

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

29  
 30 **II. PAYMENTS**

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

36 1. Medical respite:

37 //

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

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

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

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

13 1) \$220 per bed day for days 1 through and including 30 or until the level of medical  
 14 coordination is more consistent with someone needing medical respite versus medical recuperation,  
 15 whichever comes first.

16 2) \$150 per bed day for days 31 until the level of medical coordination is more  
 17 consistent with someone needing medical respite versus medical recuperation.

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

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

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

22 C. CONTRACTOR's billings to COUNTY shall be on a form approved or provided by  
 23 ADMINISTRATOR and provide such information as is required by ADMINISTRATOR.

24 D. Billings are due by the tenth (10<sup>th</sup>) working day of each month, and payment to  
 25 CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after  
 26 receipt of the correctly completed billing form.

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

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

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

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

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**III. STAFFING**

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

B. CONTRACTOR shall ensure that it has appropriate levels of medical staff to provide the recuperative care services as required under this Agreement.

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

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

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

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

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

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EXHIBIT H  
AGREEMENT FOR PROVISION OF  
RECUPERATIVE CARE SERVICES

BETWEEN  
COUNTY OF ORANGE

AND

«CONTRACTOR\_NAME »

JULY 1, 2017 THROUGH DECEMBER 31, 2020

**I.H. BUSINESS ASSOCIATE CONTRACT**

**A. GENERAL PROVISIONS AND RECITALS**

1. The Parties agree that the terms used, but not otherwise defined below in Paragraph B, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and their implementing regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.

2. The Parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of COUNTY pursuant to, and as set forth in, the Agreement that are described in the definition of “Business Associate” in 45 CFR § 160.103.

3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”), as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Agreement.

4. The Parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.

5. The Parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

6. The Parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to a covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of this Business Associate Contract and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

1 B. DEFINITIONS

2 1. "Administrative Safeguards" are administrative actions, and policies and procedures, to  
3 manage the selection, development, implementation, and maintenance of security measures to protect  
4 electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection  
5 of that information.

6 2. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted  
7 under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

8 a. Breach excludes:

9 1) Any unintentional acquisition, access, or use of PHI by a workforce member or  
10 person acting under the authority of CONTRACTOR or COUNTY, if such acquisition, access, or use  
11 was made in good faith and within the scope of authority and does not result in further use or disclosure  
12 in a manner not permitted under the Privacy Rule.

13 2) Any inadvertent disclosure by a person who is authorized to access PHI at  
14 CONTRACTOR to another person authorized to access PHI at the CONTRACTOR, or organized health  
15 care arrangement in which COUNTY participates, and the information received as a result of such  
16 disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.

17 3) A disclosure of PHI where CONTRACTOR or COUNTY has a good faith belief  
18 that an unauthorized person to whom the disclosure was made would not reasonably have been able to  
19 retain such information.

20 b. Except as provided in paragraph (a) of this definition, an acquisition, access, use, or  
21 disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach  
22 unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised  
23 based on a risk assessment of at least the following factors:

24 1) The nature and extent of the PHI involved, including the types of identifiers and the  
25 likelihood of re-identification;

26 2) The unauthorized person who used the PHI or to whom the disclosure was made;

27 3) Whether the PHI was actually acquired or viewed; and

28 4) The extent to which the risk to the PHI has been mitigated.

29 3. "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy  
30 Rule in 45 CFR § 164.501.

31 4. "Designated Record Set" shall have the meaning given to such term under the HIPAA  
32 Privacy Rule in 45 CFR § 164.501.

33 5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45  
34 CFR § 160.103.

35 #

36 6. "Health Care Operations" shall have the meaning given to such term under the HIPAA  
37 Privacy Rule in 45 CFR § 164.501.

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2 7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in  
3 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance  
4 with 45 CFR § 164.502(g).

5 8. "Physical Safeguards" are physical measures, policies, and procedures to protect  
6 CONTRACTOR's electronic information systems and related buildings and equipment, from natural  
7 and environmental hazards, and unauthorized intrusion.

8 9. "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually  
9 Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

10 10. "Protected Health Information" or "PHI" shall have the meaning given to such term under  
11 the HIPAA regulations in 45 CFR § 160.103.

12 11. "Required by Law" shall have the meaning given to such term under the HIPAA Privacy  
13 Rule in 45 CFR § 164.103.—

14 12. "Secretary" shall mean the Secretary of the Department of Health and Human Services or  
15 his or her designee.

16 13. "Security Incident" means attempted or successful unauthorized access, use, disclosure,  
17 modification, or destruction of information or interference with system operations in an information  
18 system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans,  
19 "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by  
20 CONTRACTOR.

21 14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of  
22 electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

23 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in  
24 45 CFR § 160.103.

25 16. "Technical safeguards" means the technology and the policy and procedures for its use that  
26 protect electronic PHI and control access to it.

27 17. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable,  
28 unreadable, or indecipherable to unauthorized individuals through the use of a technology or  
29 methodology specified by the Secretary of Health and Human Services in the guidance issued on the  
30 HHS Web site.

31 18. "Use" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §  
32 160.103.

33 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

34 1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to  
35 CONTRACTOR other than as permitted or required by this Business Associate Contract or as required  
36 by law.

37 2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business



1 Associate Contract and the Agreement, to prevent use or disclosure of PHI COUNTY discloses to  
2 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
3 other than as provided for by this Business Associate Contract.

4 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR  
5 Part 164 with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR  
6 creates, receives, maintains, or transmits on behalf of COUNTY.

7 4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is  
8 known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the  
9 requirements of this Business Associate Contract.

10 5. CONTRACTOR agrees to report to COUNTY promptly any Use or Disclosure of PHI not  
11 provided for by this Business Associate Contract of which CONTRACTOR becomes aware.  
12 CONTRACTOR must report Breaches of Unsecured PHI in accordance with Paragraph E below and as  
13 required by 45 CFR § 164.410.

14 6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or  
15 transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply  
16 through this Business Associate Contract to CONTRACTOR with respect to such information.

17 7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a  
18 written request by COUNTY, to PHI in a Designated Record Set, to COUNTY in order to meet the  
19 requirements under 45 CFR § 164.524. If CONTRACTOR maintains an Electronic Health Record with  
20 PHI, and an individual requests a copy of such information in an electronic format, CONTRACTOR  
21 shall provide such information in an electronic format to COUNTY.

22 8. CONTRACTOR agrees to make any amendment(s) to PHI in a Designated Record Set that  
23 COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY within thirty  
24 (30) calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify COUNTY  
25 in writing no later than ten (10) calendar days after said amendment is completed.

26 9. CONTRACTOR agrees to make internal practices, books, and records, including policies  
27 and procedures, relating to the use and disclosure of PHI received from, or created or received by  
28 CONTRACTOR on behalf of, COUNTY available to COUNTY and the Secretary in a time and manner  
29 as reasonably determined by COUNTY or as designated by the Secretary for purposes of the Secretary  
30 determining COUNTY's compliance with the HIPAA Privacy Rule.

31 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to  
32 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,  
33 and to make information related to such Disclosures available as would be required for COUNTY to  
34 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with  
35 45 CFR § 164.528.

36 11. CONTRACTOR agrees to provide COUNTY in a time and manner to be reasonably  
37 determined by COUNTY, that information collected in accordance with the Agreement, in order to

1 permit COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in  
2 accordance with 45 CFR § 164.528.

3 12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY's  
4 obligation under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the  
5 requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.

6 13. If CONTRACTOR receives Social Security data from COUNTY provided to COUNTY by  
7 a state agency, upon request by COUNTY, CONTRACTOR shall provide COUNTY with a list of all  
8 employees, subcontractors and agents who have access to the Social Security data, including employees,  
9 agents, subcontractors and agents of its subcontractors.

10 14. CONTRACTOR will notify COUNTY if CONTRACTOR is named as a defendant in a  
11 criminal proceeding for a violation of HIPAA. COUNTY may terminate the Agreement, if  
12 CONTRACTOR is found guilty of a criminal violation in connection with HIPAA. COUNTY may  
13 terminate the Agreement, if a finding or stipulation that CONTRACTOR has violated any standard or  
14 requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made  
15 in any administrative or civil proceeding in which CONTRACTOR is a party or has been joined.  
16 COUNTY will consider the nature and seriousness of the violation in deciding whether or not to  
17 terminate the Agreement.

18 15. CONTRACTOR shall make itself and any subcontractors, employees or agents assisting  
19 CONTRACTOR in the performance of its obligations under the Agreement, available to COUNTY at  
20 no cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative  
21 proceedings being commenced against COUNTY, its directors, officers or employees based upon  
22 claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy,  
23 which involves inactions or actions by CONTRACTOR, except where CONTRACTOR or its  
24 subcontractor, employee or agent is a named adverse party.

25 16. The Parties acknowledge that federal and state laws relating to electronic data security and  
26 privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to  
27 provide for procedures to ensure compliance with such developments. The Parties specifically agree to  
28 take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH  
29 Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon  
30 COUNTY's request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY  
31 concerning an amendment to this Business Associate Contract embodying written assurances consistent  
32 with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other  
33 applicable laws. COUNTY may terminate the Agreement upon thirty (30) days written notice in the  
34 event:

35 a. CONTRACTOR does not promptly enter into negotiations to amend this Business  
36 Associate Contract when requested by COUNTY pursuant to this Paragraph C; or

37 //

1 b. CONTRACTOR does not enter into an amendment providing assurances regarding the  
 2 safeguarding of PHI that COUNTY deems are necessary to satisfy the standards and requirements of  
 3 HIPAA, the HITECH Act, and the HIPAA regulations.

4 17. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to  
 5 COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph  
 6 B.2.a above.

7 D. SECURITY RULE

8 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish  
 9 and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with  
 10 45 CFR § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to  
 11 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.  
 12 CONTRACTOR shall develop and maintain a written information privacy and security program that  
 13 includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of  
 14 CONTRACTOR's operations and the nature and scope of its activities.

15 2. CONTRACTOR shall implement reasonable and appropriate policies and procedures to  
 16 comply with the standards, implementation specifications and other requirements of 45 CFR Part 164,  
 17 Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its  
 18 current and updated policies upon request.

19 3. CONTRACTOR shall ensure the continuous security of all computerized data systems  
 20 containing electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,  
 21 maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents  
 22 containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,  
 23 maintains, or transmits on behalf of COUNTY. These steps shall include, at a minimum:

24 a. Complying with all of the data system security precautions listed under Paragraph E.,  
 25 below;

26 b. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in  
 27 conducting operations on behalf of COUNTY;

28 c. Providing a level and scope of security that is at least comparable to the level and scope  
 29 of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix  
 30 III - Security of Federal Automated Information Systems, which sets forth guidelines for automated  
 31 information systems in Federal agencies;

32 4. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or  
 33 transmit electronic PHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to  
 34 the same restrictions and requirements contained in this Paragraph D of this Business Associate  
 35 Contract.

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1 5. CONTRACTOR shall report to COUNTY promptly any Security Incident of which it  
2 becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with Paragraph  
3 E. below and as required by 45 CFR § 164.410.

4 6. CONTRACTOR shall designate a Security Officer to oversee its data security program who  
5 shall be responsible for carrying out the requirements of this paragraph and for communicating on  
6 security matters with COUNTY.

7 E. DATA SECURITY REQUIREMENTS

8 1. Personal Controls

9 a. Employee Training. All workforce members who assist in the performance of  
10 functions or activities on behalf of COUNTY in connection with Agreement, or access or disclose PHI  
11 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on  
12 behalf of COUNTY, must complete information privacy and security training, at least annually, at  
13 CONTRACTOR's expense. Each workforce member who receives information privacy and security  
14 training must sign a certification, indicating the member's name and the date on which the training was  
15 completed. These certifications must be retained for a period of six (6) years following the termination  
16 of Agreement.

17 b. Employee Discipline. Appropriate sanctions must be applied against workforce  
18 members who fail to comply with any provisions of CONTRACTOR's privacy policies and procedures,  
19 including termination of employment where appropriate.

20 c. Confidentiality Statement. All persons that will be working with PHI COUNTY  
21 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
22 COUNTY must sign a confidentiality statement that includes, at a minimum, General Use, Security and  
23 Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the  
24 workforce member prior to access to such PHI. The statement must be renewed annually. The  
25 CONTRACTOR shall retain each person's written confidentiality statement for COUNTY inspection  
26 for a period of six (6) years following the termination of the Agreement.

27 d. Background Check. Before a member of the workforce may access PHI COUNTY  
28 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
29 COUNTY, a background screening of that worker must be conducted. The screening should be  
30 commensurate with the risk and magnitude of harm the employee could cause, with more thorough  
31 screening being done for those employees who are authorized to bypass significant technical and  
32 operational security controls. The CONTRACTOR shall retain each workforce member's background  
33 check documentation for a period of three (3) years.

34 2. Technical Security Controls

35 a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY  
36 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
37 COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which

1 is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full  
2 disk unless approved by the COUNTY.

3 b. Server Security. Servers containing unencrypted PHI COUNTY discloses to  
4 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
5 must have sufficient administrative, physical, and technical controls in place to protect that data, based  
6 upon a risk assessment/system security review.

7 c. Minimum Necessary. Only the minimum necessary amount of PHI COUNTY discloses  
8 to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
9 required to perform necessary business functions may be copied, downloaded, or exported.

10 d. Removable media devices. All electronic files that contain PHI COUNTY discloses to  
11 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
12 must be encrypted when stored on any removable media or portable device (e.g. USB thumb drives,  
13 floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified  
14 algorithm which is 128 bit or higher, such as AES. Such PHI shall not be considered “removed from the  
15 premises” if it is only being transported from one of CONTRACTOR’s locations to another of  
16 CONTRACTOR’s locations.

17 e. Antivirus software. All workstations, laptops and other systems that process and/or  
18 store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or  
19 transmits on behalf of COUNTY must have installed and actively use comprehensive anti-virus software  
20 solution with automatic updates scheduled at least daily.

21 f. Patch Management. All workstations, laptops and other systems that process and/or  
22 store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or  
23 transmits on behalf of COUNTY must have critical security patches applied, with system reboot if  
24 necessary. There must be a documented patch management process which determines installation  
25 timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable  
26 patches must be installed within 30 days of vendor release. Applications and systems that cannot be  
27 patched due to operational reasons must have compensatory controls implemented to minimize risk,  
28 where possible.

29 g. User IDs and Password Controls. All users must be issued a unique user name for  
30 accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,  
31 or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password  
32 changed upon the transfer or termination of an employee with knowledge of the password, at maximum  
33 within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must  
34 be a non-dictionary word. Passwords must not be stored in readable format on the computer.  
35 Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if  
36 revealed or compromised. Passwords must be composed of characters from at least three of the  
37 following four groups from the standard keyboard:

- 1) Upper case letters (A-Z)
- 2) Lower case letters (a-z)
- 3) Arabic numerals (0-9)
- 4) Non-alphanumeric characters (punctuation symbols)

5 h. Data Destruction. When no longer needed, all PHI COUNTY discloses to  
6 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
7 must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or  
8 by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication  
9 800-88. Other methods require prior written permission by COUNTY.

10 i. System Timeout. The system providing access to PHI COUNTY discloses to  
11 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
12 must provide an automatic timeout, requiring re-authentication of the user session after no more than 20  
13 minutes of inactivity.

14 j. Warning Banners. All systems providing access to PHI COUNTY discloses to  
15 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
16 must display a warning banner stating that data is confidential, systems are logged, and system use is for  
17 business purposes only by authorized users. User must be directed to log off the system if they do not  
18 agree with these requirements.

19 k. System Logging. The system must maintain an automated audit trail which can  
20 identify the user or system process which initiates a request for PHI COUNTY discloses to  
21 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,  
22 or which alters such PHI. The audit trail must be date and time stamped, must log both successful and  
23 failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a  
24 database, database logging functionality must be enabled. Audit trail data must be archived for at least 3  
25 years after occurrence.

26 l. Access Controls. The system providing access to PHI COUNTY discloses to  
27 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
28 must use role based access controls for all user authentications, enforcing the principle of least privilege.

29 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to  
30 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
31 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is  
32 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files  
33 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as  
34 website access, file transfer, and E-Mail.

35 n. Intrusion Detection. All systems involved in accessing, holding, transporting, and  
36 protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,  
37 //

1 or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a  
2 comprehensive intrusion detection and prevention solution.-

3 3. Audit Controls

4 a. System Security Review. CONTRACTOR must ensure audit control mechanisms that  
5 record and examine system activity are in place. All systems processing and/or storing PHI COUNTY  
6 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
7 COUNTY must have at least an annual system risk assessment/security review which provides  
8 assurance that administrative, physical, and technical controls are functioning effectively and providing  
9 adequate levels of protection. Reviews should include vulnerability scanning tools.

10 b. Log Reviews. All systems processing and/or storing PHI COUNTY discloses to  
11 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
12 must have a routine procedure in place to review system logs for unauthorized access.

13 c. Change Control. All systems processing and/or storing PHI COUNTY discloses to  
14 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
15 must have a documented change control procedure that ensures separation of duties and protects the  
16 confidentiality, integrity and availability of data.

17 4. Business Continuity/Disaster Recovery Control (DRC)

18 a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan  
19 to enable continuation of critical business processes and protection of the security of PHI COUNTY  
20 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
21 COUNTY kept in an electronic format in the event of an emergency. Emergency means any  
22 circumstance or situation that causes normal computer operations to become unavailable for use in  
23 performing the work required under this Agreement for more than 24 hours.

24 b. Data Backup Plan. CONTRACTOR must have established documented procedures to  
25 backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular  
26 schedule for making backups, storing backup offsite, an inventory of backup media, and an estimate of  
27 the amount of time needed to restore PHI or PII should it be lost. At a minimum, the schedule must be a  
28 weekly full backup and monthly offsite storage of data. Business Continuity Plan (BCP) for  
29 CONTRACTOR and COUNTY (e.g. the application owner) must merge with the DRC.

30 5. Paper Document Controls

31 a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR  
32 creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left  
33 unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means  
34 that information is not being observed by an employee authorized to access the information. Such PHI  
35 in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in  
36 baggage on commercial airplanes.

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1 b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to  
2 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is  
3 contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.

4 c. Confidential Destruction. PHI COUNTY discloses to CONTRACTOR or  
5 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be disposed of  
6 through confidential means, such as cross cut shredding and pulverizing.

7 d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR  
8 creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises  
9 of the CONTRACTOR except with express written permission of COUNTY.

10 e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or  
11 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall not be left  
12 unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement  
13 notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the  
14 intended recipient before sending the fax.

15 f. Mailing. Mailings containing PHI COUNTY discloses to CONTRACTOR or  
16 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and  
17 secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include  
18 500 or more individually identifiable records containing PHI COUNTY discloses to CONTRACTOR or  
19 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in a single package  
20 shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless  
21 the prior written permission of COUNTY to use another method is obtained.

## 22 F. BREACH DISCOVERY AND NOTIFICATION

23 1. Following the discovery of a Breach of Unsecured PHI , CONTRACTOR shall notify  
24 COUNTY of such Breach, however both Parties agree to a delay in the notification if so advised by a  
25 law enforcement official pursuant to 45 CFR § 164.412.

26 a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which  
27 such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been  
28 known to CONTRACTOR.

29 b. CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is  
30 known, or by exercising reasonable diligence would have known, to any person who is an employee,  
31 officer, or other agent of CONTRACTOR, as determined by federal common law of agency.

32 2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY  
33 Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written  
34 notification within five (5) business days of the oral notification.

35 3. CONTRACTOR's notification shall include, to the extent possible:

36 a. The identification of each Individual whose Unsecured PHI has been, or is reasonably  
37 believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;



1           b. Any other information that COUNTY is required to include in the notification to  
2 Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or  
3 promptly thereafter as this information becomes available, even after the regulatory sixty (60) day  
4 period set forth in 45 CFR § 164.410 (b) has elapsed, including:

5                   1) A brief description of what happened, including the date of the Breach and the date  
6 of the discovery of the Breach, if known;

7                   2) A description of the types of Unsecured PHI that were involved in the Breach (such  
8 as whether full name, social security number, date of birth, home address, account number, diagnosis,  
9 disability code, or other types of information were involved);

10                  3) Any steps Individuals should take to protect themselves from potential harm  
11 resulting from the Breach;

12                  4) A brief description of what CONTRACTOR is doing to investigate the Breach, to  
13 mitigate harm to Individuals, and to protect against any future Breaches; and

14                  5) Contact procedures for Individuals to ask questions or learn additional information,  
15 which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

16           4. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation  
17 of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that  
18 CONTRACTOR made all notifications to COUNTY consistent with this Paragraph F and as required by  
19 the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure  
20 of PHI did not constitute a Breach.

21           5. CONTRACTOR shall maintain documentation of all required notifications of a Breach or  
22 its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

23           6. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the  
24 Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit  
25 COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as  
26 practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of  
27 the Breach to COUNTY pursuant to Subparagraph F.2 above.

28           7. CONTRACTOR shall continue to provide all additional pertinent information about the  
29 Breach to COUNTY as it may become available, in reporting increments of five (5) business days after  
30 the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable  
31 requests for further information, or follow-up information after report to COUNTY, when such request  
32 is made by COUNTY.

33           8. If the Breach is due to the negligence or willful misconduct of CONTRACTOR,  
34 CONTRACTOR shall bear all expense associated with the Breach and shall reimburse COUNTY for all  
35 reasonable expenses COUNTY incurs in addressing the Breach and consequences thereof, including  
36 costs of investigation, notification, remediation, documentation, or other costs associated with  
37 addressing the Breach.

1 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

2 1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR  
3 as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in  
4 the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done  
5 by COUNTY except for the specific Uses and Disclosures set forth below.

6 a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary,  
7 for the proper management and administration of CONTRACTOR.

8 b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the  
9 proper management and administration of CONTRACTOR or to carry out the legal responsibilities of  
10 CONTRACTOR, if:

11 1) The Disclosure is required by law; or

12 2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI  
13 is disclosed that it will be held confidentially and used or further disclosed only as required by law or for  
14 the purposes for which it was disclosed to the person and the person immediately notifies  
15 CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has  
16 been breached.

17 c. CONTRACTOR may use or further disclose PHI COUNTY discloses to  
18 CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of  
19 CONTRACTOR.

20 2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to  
21 carry out legal responsibilities of CONTRACTOR.

22 3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR  
23 consistent with the minimum necessary policies and procedures of COUNTY.

24 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as  
25 required by law.

26 H. PROHIBITED USES AND DISCLOSURES

27 1. CONTRACTOR shall not disclose PHI COUNTY discloses to CONTRACTOR or  
28 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY about an individual to  
29 a health plan for payment or health care operations purposes if the PHI pertains solely to a health care  
30 item or service for which the health care provider involved has been paid out of pocket in full and the  
31 individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

32 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI  
33 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on  
34 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC §  
35 17935(d)(2).

36 I. OBLIGATIONS OF COUNTY

37 //

1 1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY's notice of  
2 privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect  
3 CONTRACTOR's Use or Disclosure of PHI.

4 2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission  
5 by an Individual to use or disclose his or her PHI, to the extent that such changes may affect  
6 CONTRACTOR's Use or Disclosure of PHI.

7 3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI  
8 that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction  
9 may affect CONTRACTOR's Use or Disclosure of PHI.

10 4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that  
11 would not be permissible under the HIPAA Privacy Rule if done by COUNTY.

12 J. BUSINESS ASSOCIATE TERMINATION

13 1. Upon COUNTY's knowledge of a material breach or violation by CONTRACTOR of the  
14 requirements of this Business Associate Contract, COUNTY shall:

15 a. Provide an opportunity for CONTRACTOR to cure the material breach or end the  
16 violation within thirty (30) business days; or

17 b. Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to  
18 cure the material breach or end the violation within (30) days, provided termination of the Agreement is  
19 feasible.

20 2. Upon termination of the Agreement, CONTRACTOR shall either destroy or return to  
21 COUNTY all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained,  
22 or received on behalf of COUNTY in conformity with the HIPAA Privacy Rule.

23 a. This provision shall apply to all PHI that is in the possession of Subcontractors or  
24 agents of CONTRACTOR.

25 b. CONTRACTOR shall retain no copies of the PHI.

26 c. In the event that CONTRACTOR determines that returning or destroying the PHI is not  
27 feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or  
28 destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible,  
29 CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit  
30 further Uses and Disclosures of such PHI to those purposes that make the return or destruction  
31 infeasible, for as long as CONTRACTOR maintains such PHI.

32 3. The obligations of this Business Associate Contract shall survive the termination of the  
33 Agreement.

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**EXHIBIT C**  
**AGREEMENT FOR PROVISION OF**

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EXHIBIT I  
AGREEMENT FOR PROVISION OF  
RECUPERATIVE CARE SERVICES

~~BETWEEN~~

~~COUNTY OF ORANGE~~

~~AND~~

~~«CONTRACTOR\_NAME\_»~~

~~JULY 1, 2017 THROUGH DECEMBER 31, 2020~~

BETWEEN

COUNTY OF ORANGE

AND

«CONTRACTOR\_NAME\_»

JULY 1, 2017 THROUGH DECEMBER 31, 2020

**I.F. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT**

Any reference to statutory, regulatory, or contractual language herein shall be to such language as in effect or as amended.

**A. DEFINITIONS**

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.

2. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code § 1798.29(d).

3. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).

4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database maintained by the COUNTY or California Department of Health Care Services (DHCS), received by CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection with performing the functions, activities and services specified in the Agreement on behalf of the COUNTY.

5. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and DHCS.

6. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29(e) whose unauthorized access may trigger notification requirements under Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or

1 voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI  
2 in electronic, paper or any other medium.

3 7. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the  
4 IEA and CMPPA.

5 8. "Personal Information" (PI) shall have the meaning given to such term in California Civil  
6 Code§ 1798.3(a).

7 9. "Required by law" means a mandate contained in law that compels an entity to make a use  
8 or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court  
9 orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental  
10 or tribal inspector general, or an administrative body authorized to require the production of  
11 information, and a civil or an authorized investigative demand. It also includes Medicare conditions of  
12 participation with respect to health care providers participating in the program, and statutes or  
13 regulations that require the production of information, including statutes or regulations that require such  
14 information if payment is sought under a government program providing public benefits.

15 10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure,  
16 modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or  
17 interference with system operations in an information system that processes, maintains or stores PI.

#### 18 B. TERMS OF AGREEMENT

19 1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as  
20 otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform  
21 functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the  
22 Agreement provided that such use or disclosure would not violate the California Information Practices  
23 Act (CIPA) if done by the COUNTY.

24 2. Responsibilities of CONTRACTOR  
25 CONTRACTOR agrees:

26 a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or  
27 required by this Personal Information Privacy and Security Contract or as required by applicable state  
28 and federal law.

29 b. Safeguards. To implement appropriate and reasonable administrative, technical, and  
30 physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect  
31 against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use  
32 or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and  
33 Security Contract. CONTRACTOR shall develop and maintain a written information privacy and  
34 security program that include administrative, technical and physical safeguards appropriate to the size  
35 and complexity of CONTRACTOR's operations and the nature and scope of its activities, which  
36 incorporate the requirements of Paragraph (c), below. CONTRACTOR will provide COUNTY with its  
37 current policies upon request.

1 c. Security. CONTRACTOR shall ensure the continuous security of all computerized data  
 2 systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing  
 3 DHCS PI and PII. These steps shall include, at a minimum:

4 1) -Complying with all of the data system security precautions listed in Paragraph E of  
 5 the Business Associate Contract, Exhibit ~~\_\_\_\_\_~~B to the Agreement; and

6 //

7 2) -Providing a level and scope of security that is at least comparable to the level and  
 8 scope of security established by the Office of Management and Budget in OMB Circular No. A-130,

9 #

10 Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for  
 11 automated information systems in Federal agencies.

12 3) -If the data obtained by CONTRACTOR from COUNTY includes PII,  
 13 CONTRACTOR shall also comply with the substantive privacy and security requirements in the  
 14 Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health  
 15 and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the  
 16 Information Exchange Agreement (IEA). The specific sections of the IEA with substantive privacy and  
 17 security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA,  
 18 Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State  
 19 and Local Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to  
 20 ensure that any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides  
 21 DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that  
 22 apply to CONTRACTOR with respect to such information.

23 d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect  
 24 that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its  
 25 subcontractors in violation of this Personal Information Privacy and Security Contract.

26 e. CONTRACTOR's Agents and Subcontractors. To impose the same restrictions and  
 27 conditions set forth in this Personal Information and Security Contract on any subcontractors or other  
 28 agents with whom CONTRACTOR subcontracts any activities under the Agreement that involve the  
 29 disclosure of DHCS PI or PII to such subcontractors or other agents.

30 f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or  
 31 COUNTY for purposes of oversight, inspection, amendment, and response to requests for records,  
 32 injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives  
 33 DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or  
 34 DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including  
 35 employees, contractors and agents of its subcontractors and agents.

36 g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the  
 37 COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the

1 CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS  
2 PI, production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such  
3 breach to the affected individual(s).

4 h. Breaches and Security Incidents. During the term of the Agreement, CONTRACTOR  
5 agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII  
6 or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI  
7 //  
8 and PII or security incident in accordance with Paragraph F, of the Business Associate Contract, Exhibit  
9 ~~—~~B to the Agreement.

10 #  
11 i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an  
12 individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for  
13 carrying out the requirements of this Personal Information Privacy and Security Contract and for  
14 communicating on security matters with the COUNTY.

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