



Mendocino County
Board of Supervisors

Agenda Summary (Interim) Agreement 17-042*

APPROVED

Resolution 17-078

Agreement 17-042*

Item #: 4s)

To: Board of Supervisors

From: Health and Human Services Agency

Meeting Date: June 20, 2017

Department Contact: Tammy Moss Chandler

Phone: 463-7774

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Adoption of Resolution Ratifying Application Submission for Whole Person Care Pilot Program, Second Round, with the California Department of Health Care Services in the Amount of \$10,504,720 for Fiscal Year (FY) 2016-17 through 2020-21

Recommended Action/Motion:

Adopt Resolution ratifying submission of application for Whole Person Care Pilot Program, Second Round, with the California Department of Health Care Services in the amount of \$10,504,720 for FY 2016-17 through 2020-21; authorize the Health and Human Services Agency Director or designee to sign any amendments to the Agreement that do not increase the maximum total amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

None.

Summary of Request:

Whole Person Care (WPC) is a program within California's Section 1115(a) Medicaid Waiver Renewal, entitled Medi-Cal 2020, which was approved by the Centers for Medicare and Medicaid Services (CMS) on December 30, 2015. WPC Pilots were designed to provide support to integrate care for a particularly vulnerable group of Medi-Cal beneficiaries who have been identified as high users of multiple systems and continue to have poor health outcomes. WPC Pilots focus on the coordination of health, behavioral health, and social services, as applicable, in a patient-centered manner with the goals of improved beneficiary health and well-being through more efficient and effective use of resources.

Mendocino County Health and Human Services Agency (HHSA) has worked with community partners to identify its target population for the WPC Pilot to include Medi-Cal beneficiaries who have serious mental illness (SMI), prioritizing those who are high utilizers of mental health and/or medical services and those with the following additional barriers: homelessness or housing instability, co-occurring Substance Use Disorder (SUD), and/or recent interactions with the criminal justice system. HHSA's goal is care coordination to divert high utilizers away from Emergency Room and inpatient services towards care that addresses the underlying behavioral health and socioeconomic needs to improve health outcomes and reduce utilization of unnecessary services.

Item #: 4s)

Alternative Action/Motion:

Return to staff for alternative handling.

Supplemental Information Available Online at:

<http://www.dhcs.ca.gov/services/Pages/WholePersonCarePilots.aspx>

Fiscal Impact:

Source of Funding: Federal

Current F/Y Cost: \$1,350,590

Budgeted in Current F/Y: Yes

Annual Recurring Cost: FY 2017-18

\$1,350,590 FY 2018-19 \$2,701,180 FY

2019-20 \$2,701,180 FY 2020-21

\$2,701,180

Supervisory District: All

Vote Requirement: Majority

Agreement/Resolution/Ordinance Approved by County Counsel: Yes

CEO Liaison: Alan D. Flora, Assistant CEO

CEO Review: Yes

Comments:

WHOLE PERSON CARE AGREEMENT

The overarching goal of the Whole Person Care (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.

The Department of Health Care Services (DHCS) published a Request for Application (RFA) relating to the WPC Pilot Program on January 13, 2017. County of Mendocino submitted its WPC application (Attachment A), in response to DHCS' RFA on March 1, 2017. DHCS accepted County of Mendocino's WPC application to the RFA on June 12, 2017 with an allocation of (see table below) in federal financial participation available for each calendar year for the WPC pilot beginning in program year one through program year five subject to the signing of this Agreement.

Total Funds PY 1 - PY 5			
PY	Federal Financial Participation	Local Non-federal Funds	Total Funds
PY 1	\$675,295	\$675,295	\$1,350,590
PY 2	\$675,295	\$675,295	\$1,350,590
PY 3	\$1,350,590	\$1,350,590	\$2,701,180
PY 4	\$1,350,590	\$1,350,590	\$2,701,180
PY 5	\$1,350,590	\$1,350,590	\$2,701,180

The parties agree:

A. That "Section 6: Attestations and Certification" of Attachment A shall be amended and replaced by the following:

Section 6: Attestations and Certification

6.1 Attestation

I certify that, as the representative of the WPC pilot lead entity, I agree to the following conditions:

1. The WPC pilot lead entity will help develop and participate in regular learning collaboratives to share best practices among pilot entities, per STC 119.
2. The intergovernmental transfer (IGT) funds will qualify for federal financial participation per 42 CFR 433, subpart B, and will not be derived from impermissible sources, such as recycled Medicaid payments, federal money excluded from use as a state match, impermissible taxes, and non-bona fide provider-related donations, per STC 126.a. Sources of non-federal funding shall not include provider taxes or donations impermissible under section 1903(w), impermissible intergovernmental transfers from providers, or federal funds

received from federal programs other than Medicaid (unless expressly authorized by federal statute to be used for claiming purposes, and the federal Medicaid funding is credited to the other federal funding source). For this purpose, federal funds do not include PRIME payments, patient care revenue received as payment for services rendered under programs such as the Designated State Health Programs, Medicare, or Medicaid

3. Within 30 days determining the interim or final payments due based on the mid-year and annual reports, DHCS will issue requests to the WPC pilot for the necessary IGT amounts. The WPC pilot shall make IGT of funds to DHCS in the amount specified within 7 days of receiving the state's request. If the IGTs are made within the requested timeframe, the payment will be paid within 14 days after the transfers are made.
4. This Agreement between DHCS and the WPC pilot lead entity constitutes the agreement that specifies the WPC pilot requirements, including a data sharing agreement, per STC 118. [See Exhibit A "HIPAA Business Associate Addendum (BAA)" of this Application.] The BAA will apply to the transfer and access of Protected Health Information (PHI) and Personal Information (PI) should the need for sharing such data arise. The DHCS BAA applies to any entity that is acting in a business associate capacity as defined by HIPAA specifically for the purpose of the WPC pilot's operation and evaluation.
5. The WPC pilot will report and submit timely and complete data to DHCS in a format specified by the state. Incomplete and/or non-timely data submissions may lead to a financial penalty after multiple occurrences and technical assistance is provided by the state.
6. The WPC pilot shall submit mid-year and annual reports in a manner specified by DHCS and according to the dates outlined in Attachment GG. The WPC pilot payments shall be contingent on whether progress toward the WPC pilot requirements approved in this application has been made.
7. The WPC pilot will meet with evaluators to assess the WPC pilot.
8. Payments for WPC pilots will be contingent on certain deliverables or achievements; payments will not be distributed, or may be recouped, if pilots fail to demonstrate achievement or submission of deliverables. Funding for PY1 will be available for this submitted and approved WPC pilot application and for reporting baseline data; this funding is in support of the initial identification of the target population and other coordination and planning activities that were necessary for the submission of a successful application. Funding for PY2 through PY5 shall be made available based on the activities and interventions described in the approved WPC Pilot application. (STC 126). Federal funding received shall be returned if the WPC pilot, or a component of it as determined by the state, is not subsequently implemented.

9. If the individual WPC pilot applicant receives its maximum approved pilot year budget funding before the end of the pilot year, the individual WPC pilot will continue to provide WPC pilot services to enrolled WPC pilot participants at levels established in the approved WPC pilot application through the end of the pilot year.
 10. WPC Pilot payments shall not be earned or payable for activities otherwise coverable or directly reimbursable by Medi-Cal.
 11. The WPC lead entity has reviewed and compared the activities in the proposed WPC pilot application to its county's Medi-Cal Targeted Case Management Program (TCM), and has made appropriate adjustments to reduce the request for WPC funds as necessary to ensure that the WPC pilot funding for activities and interactions of their care coordination teams do not duplicate payments under the county's TCM benefit. The WPC lead entity has provided documentation for the adjustment(s) in the approved application which was accepted in accordance with DHCS guidance provided to the lead entity during the DHCS application review process.
 12. The lead entity will respond to general inquiries from the state pertaining to the WPC pilot within one business day after acknowledging receipt, and provide requested information within five business days, unless an alternate timeline is approved or determined necessary by DHCS. DHCS will consider reasonable timelines that will be dependent on the type and severity of the information when making such requests.
 13. The lead entity understands that the state of California must abide by all requirements outlined in the STCs and Attachments GG, HH, and MM. The state may suspend or terminate a WPC pilot if corrective action has been imposed and persistent poor performance continues. Should a WPC pilot be terminated, the state shall provide notice to the pilot and request a close-out plan due to the state within 30 calendar days, unless significant harm to beneficiaries is occurring, in which case the state may request a close-out plan within 10 business days. All state requirements regarding pilot termination can be found in Attachment HH.
- ☒ I hereby certify that all information provided in this application is true and accurate to the best of my knowledge, and that this application has been completed based on a good faith understanding of WPC pilot program participation requirements as specified in the Medi-Cal 2020 waiver STCs, Attachments GG, HH and MM, and the DHCS Frequently Asked Questions document.

B. WPC Pilot Program Agreement

Notice

All inquiries and notices relating to this Agreement should be directed to the representatives listed below. Either party may make changes to the information below by giving written notice to the other party. Said changes shall not require an amendment to this Contract.

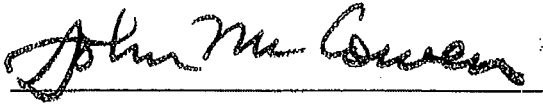
The Agreement representatives during the term of this Agreement will be:

Department of Health Care Services	WPC Pilot Lead Entity
Managed Care Quality & Monitoring Division	County of Mendocino
Attention: Bob Baxter	Attention: Tammy Moss Chandler
Telephone: (916) 319-9707	Telephone: (707) 472-2631

As a condition for participation in the WPC Pilot program, the WPC pilot lead entity (referred to as "Contractor" below) agrees to comply with all of the following terms and conditions, and with all of the terms and conditions included on any attachment(s) hereto, which is/are incorporated herein by reference:

- 1. Nondiscrimination.** Pursuant to Affordable Care Act section 1557 (42 U.S.C. section 18116), during the performance of this Contract, Contractor shall not, and shall also require and ensure its subcontractors, providers, agents, and employees to not, cause an individual, beneficiary, or applicant to be excluded on the grounds prohibited under Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), or section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), or subject to any other applicable State and Federal laws, from participation in, be denied the benefits of, or be subjected to discrimination under, any health program or activity offered through DHCS.
- 2. Term and Termination.** This Agreement will be effective from the date both DHCS and Contractor have executed this Agreement and terminate on June 30, 2021 unless the application is renewed or the WPC Pilot program is extended, or the WPC pilot is terminated in accordance with procedures established pursuant to STC 120 and Attachment HH thereof.
- 3. Compliance with Laws and Regulations.** Contractor agrees to, and shall also require and ensure its subcontractors to, comply with all applicable provisions of Chapters 7 and 8 of the Welfare and Institutions Code, and any applicable rules or regulations promulgated by DHCS pursuant to these chapters. Contractor agrees to, and shall also requires its subcontractors to, comply with all federal laws and regulations governing and regulating the Medicaid program.
- 4. Fraud and Abuse.** Contractor agrees, and shall also require its subcontractors to agree, that it shall not engage in or commit fraud or abuse. "Fraud" means intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or herself or some other person. "Abuse" means provider practices that are inconsistent with sound fiscal, business, or medical practices, and result in an unnecessary cost to the Medicaid program or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care.

5. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.
6. **Complete Integration.** This Agreement, including any attachments or documents incorporated herein by express reference is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matters of this Agreement.
7. **Amendment.** No alteration or variation of the terms or provisions of this Agreement shall be valid unless made in writing and signed by the parties to this Agreement, and no oral understanding or agreement not set forth in this Agreement, shall be binding on the parties to this Agreement.
8. **Discrepancy or Inconsistency.** If there is a discrepancy or inconsistency in the terms of this Agreement and Attachment A, then this Agreement controls.

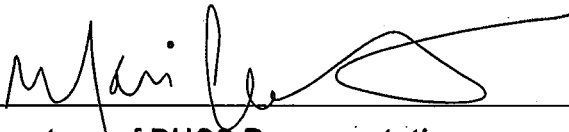


Signature of WPC Lead Entity Representative

Date 6/21/17

Name: John McCowen

Title: Chairperson, Board of Supervisors



Signature of DHCS Representative

Date 6/27/17

Name: Mari Cantwell

Title: Chief Deputy Director, Health Care Programs

Whole Person Care Agreement

Exhibit A – Health Insurance Portability and Accountability Act (HIPAA Business Associate Addendum (BAA))

I. Recitals

- A. This Contract (Agreement) has been determined to constitute a business associate relationship 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"), 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations").
- B. The Department of Health Care Services ("DHCS") wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, and personal information ("PI") under state law.
- C. As set forth in this Agreement, Contractor, here and after, is the Business Associate of DHCS acting on DHCS' behalf and provides services, arranges, performs or assists in the performance of functions or activities on behalf of DHCS and creates, receives, maintains, transmits, uses or discloses PHI and PI. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."
- D. The purpose of this Addendum is to protect the privacy and security of the PHI and PI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act and the HIPAA regulations, including, but not limited to, the requirement that DHCS must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act, and the Final Omnibus Rule as well as the Alcohol and Drug Abuse patient records confidentiality law 42 CFR Part 2, and any other applicable state or federal law or regulation. 42 CFR section 2.1(b)(2)(B) allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. 42 CFR Section 2.53(d) provides that patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by an appropriate court order.

- E. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

II. Definitions

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the Final Omnibus Rule.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the final Omnibus Rule.
- C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and Final Omnibus Rule.
- D. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C Section 17921 and implementing regulations.
- E. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.
- F. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.
- G. Privacy Rule shall mean the HIPAA Regulation that is found at 45 CFR Parts 160 and 164.
- H. Personal Information shall have the meaning given to such term in California Civil Code section 1798.29.
- I. Protected Health Information means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.

- J. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.
- M. Security Rule shall mean the HIPAA regulation that is found at 45 CFR Parts 160 and 164.
- N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. section 17932(h), any guidance issued pursuant to such Act, and the HIPAA regulations.

III. Terms of Agreement

A. Permitted Uses and Disclosures of PHI by Business Associate

Permitted Uses and Disclosures. Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of DHCS, provided that such use or disclosure would not violate the HIPAA regulations, if done by DHCS. Any such use or disclosure must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, the HIPAA regulations, the Final Omnibus Rule and 42 CFR Part 2.

1. Specific Use and Disclosure Provisions. Except as otherwise indicated in this Addendum, Business Associate may:

- a. Use and disclose for management and administration. Use and disclose PHI for the proper management and administration of the Business Associate provided that such disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
- b. Provision of Data Aggregation Services. Use PHI to provide data aggregation services to DHCS. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of DHCS with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of DHCS.

B. Prohibited Uses and Disclosures

1. Business Associate shall not disclose PHI about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. section 17935(a) and 45 CFR section 164.522(a).
2. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of DHCS and as permitted by 42 U.S.C. section 17935(d)(2).

C. Responsibilities of Business Associate

Business Associate agrees:

1. Nondisclosure. Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
2. Safeguards. To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of DHCS, in compliance with 45 CFR sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR section 164, subpart C, in compliance with 45 CFR section 164.316. Business Associate shall develop and maintain a written information privacy

and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Business Associate will provide DHCS with its current and updated policies.

3. Security. To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
 - a. Complying with all of the data system security precautions listed in Attachment A, the Business Associate Data Security Requirements;
 - b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement;
 - c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
 - d. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of this Agreement.

Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with DHCS.

- D. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.
- E. Business Associate's Agents and Subcontractors.
 1. To enter into written agreements with any agents, including subcontractors and vendors, to whom Business Associate provides PHI or PI received from or created or received by Business Associate on behalf of DHCS, that impose

the same restrictions and conditions on such agents, subcontractors and vendors that apply to Business Associate with respect to such PHI and PI under this Addendum, and that comply with all applicable provisions of HIPAA, the HITECH Act the HIPAA regulations, and the Final Omnibus Rule, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI and PI. Business associates are directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of protected health information that are not authorized by its contract or required by law. A business associate also is directly liable and subject to civil penalties for failing to safeguard electronic protected health information in accordance with the HIPAA Security Rule. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate. Business Associate shall incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI or PI be reported to Business Associate.

2. In accordance with 45 CFR section 164.504(e)(1)(ii), upon Business Associate's knowledge of a material breach or violation by its subcontractor of the agreement between Business Associate and the subcontractor, Business Associate shall:
 - a. Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by DHCS; or
 - b. Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

F. Availability of Information to DHCS and Individuals. To provide access and information:

1. To provide access as DHCS may require, and in the time and manner designated by DHCS (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to DHCS (or, as directed by DHCS), to an Individual, in accordance with 45 CFR section 164.524. Designated Record Set means the group of records maintained for DHCS that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DHCS health plans; or those records used to make decisions about individuals on behalf of DHCS. Business Associate shall use the forms and processes developed by DHCS for this purpose and shall respond to requests for access to records transmitted by

DHCS within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.

2. If Business Associate maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Business Associate shall provide such information in an electronic format to enable DHCS to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e).
 3. If Business Associate receives data from DHCS that was provided to DHCS by the Social Security Administration, upon request by DHCS, Business Associate shall provide DHCS with a list of all employees, contractors and agents who have access to the Social Security data, including employees, contractors and agents of its subcontractors and agents.
- G. Amendment of PHI. To make any amendment(s) to PHI that DHCS directs or agrees to pursuant to 45 CFR section 164.526, in the time and manner designated by DHCS.
- H. Internal Practices. To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from DHCS, or created or received by Business Associate on behalf of DHCS, available to DHCS or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DHCS or by the Secretary, for purposes of determining DHCS' compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Business Associate, Business Associate shall so certify to DHCS and shall set forth the efforts it made to obtain the information.
- I. Documentation of Disclosures. To document and make available to DHCS or (at the direction of DHCS) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR section 164.528 and 42 U.S.C. section 17935(c). If Business Associate maintains electronic health records for DHCS as of January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after January 1, 2014. If Business Associate acquires electronic health records for DHCS after January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The

electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.

J. Breaches and Security Incidents. During the term of this Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

1. Notice to DHCS. (1) To notify DHCS immediately upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. This notification will be by telephone call plus email or fax upon the discovery of the breach. (2) To notify DHCS within 24 hours by email or fax of the discovery of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to DHCS by the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, Business Associate shall take:

- a. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
 - b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
2. Investigation and Investigation Report. To immediately investigate such security incident, breach, or unauthorized access, use or disclosure of PHI

or PI. If the initial report did not include all of the requested information marked with an asterisk, then within 72 hours of the discovery, Business Associate shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:

3. **Complete Report.** To provide a complete report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. If all of the required information was not included in either the initial report, or the Investigation Report, then a separate Complete Report must be submitted. The report shall be submitted on the "DHCS Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the "DHCS Privacy Incident Report" form, Business Associate shall make reasonable efforts to provide DHCS with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "DHCS Privacy Incident Report" form. DHCS will review and approve or disapprove the determination of whether a breach occurred, is reportable to the appropriate entities, if individual notifications are required, and the corrective action plan.
4. **Notification of Individuals.** If the cause of a breach of PHI or PI is attributable to Business Associate or its subcontractors, agents or vendors, Business Associate shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

5. **Responsibility for Reporting of Breaches.** If the cause of a breach of PHI or PI is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary. If a breach of unsecured PHI involves more than 500 residents of the State of California or its jurisdiction, Business Associate shall notify the Secretary of the breach immediately upon discovery of the breach. If Business Associate has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to DHCS in addition to Business Associate, Business Associate shall notify DHCS, and DHCS and Business Associate may take appropriate action to prevent duplicate reporting. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth in subsection 1, above.

6. **DHCS Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated herein. DHCS reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

DHCS Contract Contact	DHCS Privacy Officer	DHCS Information Security Officer
Chief, Coordinated Care Program Section	Privacy Officer c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646 Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Fax: (916) 440-5537 Telephone: EITS Service Desk (916) 440-7000 or (800) 579-0874

- K. **Termination of Agreement.** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Business Associate knows of a material breach or violation by DHCS of this Addendum, it shall take the following steps:

1. Provide an opportunity for DHCS to cure the breach or end the violation and terminate the Agreement if DHCS does not cure the breach or end the violation within the time specified by Business Associate; or
 2. Immediately terminate the Agreement if DHCS has breached a material term of the Addendum and cure is not possible.
- L. Due Diligence. Business Associate shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Addendum and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Addendum.
- M. Sanctions and/or Penalties. Business Associate understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Business Associate may result in the imposition of sanctions and/or penalties on Business Associate under HIPAA, the HITECH Act and the HIPAA regulations.

IV. Obligations of DHCS

DHCS agrees to:

- A. Notice of Privacy Practices. Provide Business Associate with the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR section 164.520, as well as any changes to such notice. Visit the DHCS Privacy Office to view the most current Notice of Privacy Practices at: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx> or the DHCS website at www.dhcs.ca.gov (select "Privacy" in the left column and "Notice of Privacy Practices" on the right side of the page).
- B. Permission by Individuals for Use and Disclosure of PHI. Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.
- C. Notification of Restrictions. Notify the Business Associate of any restriction to the use or disclosure of PHI that DHCS has agreed to in accordance with 45 CFR section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- D. Requests Conflicting with HIPAA Rules. Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by DHCS.

V. Audits, Inspection and Enforcement

- A. From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the DHCS Privacy Officer in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does DHCS:
 - 1. Failure to detect or
 - 2. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of DHCS' enforcement rights under this Agreement and this Addendum.
- B. If Business Associate is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office of Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Addendum, Business Associate shall notify DHCS and provide DHCS with a copy of any PHI or PI that Business Associate provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI or PI to the Secretary. Business Associate is responsible for any civil penalties assessed due to an audit or investigation of Business Associate, in accordance with 42 U.S.C. section 17934(c).

VI. Termination

- A. Term. The Term of this Addendum shall commence as of the effective date of this Addendum and shall extend beyond the termination of the contract and shall terminate when all the PHI provided by DHCS to Business Associate, or created or received by Business Associate on behalf of DHCS, is destroyed or returned to DHCS, in accordance with 45 CFR 164.504(e)(2)(ii)(I).
- B. Termination for Cause. In accordance with 45 CFR section 164.504(e)(1)(ii), upon DHCS' knowledge of a material breach or violation of this Addendum by Business Associate, DHCS shall:
 - 1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by DHCS; or
 - 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.

- C. Judicial or Administrative Proceedings. Business Associate will notify DHCS if it is named as a defendant in a criminal proceeding for a violation of HIPAA. DHCS may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. DHCS may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.
- D. Effect of Termination. Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from DHCS (or created or received by Business Associate on behalf of DHCS) that Business Associate still maintains in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. Business Associate shall continue to extend the protections of this Addendum to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions

- A. Disclaimer. DHCS makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. Amendment. The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DHCS' request, Business Associate agrees to promptly enter into negotiations with DHCS concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. DHCS may terminate this Agreement upon thirty (30) days written notice in the event:
1. Business Associate does not promptly enter into negotiations to amend this Addendum when requested by DHCS pursuant to this Section; or

2. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that DHCS in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- C. Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.
- D. No Third-Party Beneficiaries. Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than DHCS or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. Interpretation. The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations.
- F. Regulatory References. A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.
- G. Survival. The respective rights and obligations of Business Associate under Section VI.D of this Addendum shall survive the termination or expiration of this Agreement.
- H. No Waiver of Obligations. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

**HIPAA BAA
Attachment A
Business Associate Data Security Requirements**

I. Personnel Controls

- A. **Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- B. **Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. **Confidentiality Statement.** All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.
- D. **Background Check.** Before a member of the workforce may access DHCS PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

- A. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.

- B. Server Security. Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. Minimum Necessary. Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. Removable media devices. All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- E. Antivirus software. All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. Patch Management. All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- G. User IDs and Password Controls. All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
 - Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- H. Data Destruction. When no longer needed, all DHCS PHI or PI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PHI or PI cannot be retrieved.

- I. System Timeout. The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. Warning Banners. All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. Access Controls. The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
- M. Transmission encryption. All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls

- A. System Security Review. All systems processing and/or storing DHCS PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. Log Reviews. All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. Change Control. All systems processing and/or storing DHCS PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. Business Continuity / Disaster Recovery Controls

- A. Emergency Mode Operation Plan. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. Data Backup Plan. Contractor must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

V. Paper Document Controls

- A. Supervision of Data. DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. Escorting Visitors. Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.
- C. Confidential Destruction. DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. Removal of Data. DHCS PHI or PI must not be removed from the premises of the Contractor except with express written permission of DHCS.
- E. Faxing. Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. Mailing. Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

Whole Person Care Agreement
Attachment A



County of Mendocino
Whole Person Care Pilot Application
Round 2

Original Submitted March 1, 2017

Current Revision Submitted April 19, 2017

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ACRONYMS, TABLES, and FIGURES

Reference list of acronyms

AOT	Assisted Outpatient Treatment
ASO	Administrative Services Organization
BHRS	Mendocino County HHSA Behavioral Health and Recovery Services Division
CBO	Community Based Organization
DHCS	California Department of Health Care Services
DSS	Mendocino County HHSA Department of Social Services
ER	Emergency Room
FFS	Fee-for-service
HEDIS	Healthcare Effectiveness Data and Information Set
HbA1c	Hemoglobin A1c
HHSA	Mendocino County Health and Human Services Agency
HMIS	Homeless Management Information System
HTN	Hypertension
IGT	Intergovernmental Transfer
IHSS	In-Home Supportive Services
IOCMP	Intensive Outpatient Case Management Program
MAT	Medication Assisted Treatment
MCHC	Mendocino Community Health Clinic
MEPS	Mobile Engagement and Prevention Services
MOU	Memorandum of Understanding
PDSA	Plan-Do-Study-Act
PHC	Partnership HealthPlan of California
PMPM	Per-Member-Per-Month
PY	Program Year
ROI	Release of Information
RQMC	Redwood Quality Management Company
SMI	Serious mental illness
SUD	Substance use disorders
SUDT	Substance use disorder treatment
TCM	Targeted Case Management
UVMC	Ukiah Valley Medical Center
WPC	Whole Person Care

Figures

- Figure 1 WPC Pilot logic model
Figure 2 WPC funding diagram

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- Table 1 Lead entity
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Table 5 Universal metrics
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PRIORITY ELEMENTS

Mendocino County's proposed Whole Person Care (WPC) Pilot program addresses WPC priorities as follows:

- **More than one participating managed care plan:** Mendocino County is served by a single managed care plan, making Mendocino County Health and Human Services Agency (HHSA) ineligible for this priority.
- **More than two community partners:** HHSA has included four community organizations as partnership entities, making the application eligible for 5 priority points.
- **Innovative interventions:** HHSA's proposal includes several innovative interventions, including community integration focused on restoring family relationships and informal "foster family" development with In-Home Supportive Services (IHSS) certification, Peer Extension Workers, and Emergency Room Concierges, making the application eligible for 5 priority points.

SECTION 1. WPC LEAD AND PARTICIPATING ENTITY INFORMATION

1.1 Lead Entity

Mendocino County Health and Human Services Agency (HHSA) is an integrated agency that provides comprehensive services across the core areas of Social Services, Public Health, and Behavioral Health and Recovery Services. HHSA will be the single point of contact for the Whole Person Care (WPC) Pilot.

HHSA's Community Health Improvement Planning process has identified five defined needs in Mendocino County, two of which (mental health and housing) are addressed through the proposed Pilot. The target population for the WPC Pilot includes Medi-Cal beneficiaries who have serious mental illness (SMI), prioritizing those who are high utilizers of mental health and/or medical services and those with the following additional barriers: homelessness or housing instability, co-occurring Substance Use Disorder (SUD), and/or recent interactions with the criminal justice system.

HHSA will provide leadership, coordination, and monitoring through its Behavioral Health and Recovery Services (BHRS) and Social Services Divisions. The county's Mental Health Plan is managed by BHRS, which administers countywide mental health and substance use disorder treatment services. The Department of Social Services (DSS) has a robust Adult Services division that includes core support for Mendocino County's Continuum of Care for the Homeless.

Table 1. Lead entity

Organization Name	Mendocino County Health and Human Services Agency (HHSA)
Type of Entity	County Health Agency
Contact Person	Tammy Moss Chandler
Contact Person Title	Director
Telephone	707-463-7774
Email Address	chandlert@co.mendocino.ca.us
Mailing Address	747 South State Street, Ukiah CA, 95482

1.2 Participating Entities

HHSA's partners in the WPC Pilot include all required participating entities, as listed in Table 2 below.

Table 2. Participating entities

Required Organizations	Organization Name	Contact Name and Title	Entity Description and Role in WPC
1. Medi-Cal managed care health plan	Partnership HealthPlan California (PHC)	Lynn Scuri, Regional Director	• Managed care provider • Referring agency • WPC Team member • Data sharing

Required Organizations	Organization Name	Contact Name and Title	Entity Description and Role in WPC
2. Health Services Agency/ Department	Mendocino County Health and Human Services Agency (HHSA)	Tammy Moss Chandler, Director	• Lead Entity • WPC financial management • WPC Team member • Data coordination and evaluation
3. Specialty Mental Health Agency Department	HHSA Behavioral Health and Recovery Services (BHRS)	Jenine Miller, Branch Director	• County Mental Health and substance use disorder treatment (SUDT) Provider • Coordination of access to mental health services and SUDT • Assisted Outpatient Treatment/AOT • Mobile Engagement and Prevention Services • WPC Team member • Data sharing
4. Public Agency/ Department	HHSA Department of Social Services (DSS)	Bekkie Emery, Deputy Director, Adult Services	• Assist WPC enrollees with accessing public assistance, including Medi-Cal • Coordinate Continuum of Care for the Homeless • Certify clients and care providers through In-Home Supportive Services (IHSS) • Oversee Public Guardianship • Oversee Homeless Management Information System (HMIS) • Data sharing
5. Public Housing Authority (if housing services are provided)	Community Development Commission of Mendocino County	Todd Crabtree, Executive Director	• Housing Authority • Provider of affordable housing • Housing development and management • Data sharing

Required Organizations	Organization Name	Contact Name and Title	Entity Description and Role in WPC
6. Community Partner #1	Ukiah Valley Medical Center (UVMC)	Gwen Matthews, President and Chief Executive Officer	• Hospital emergency room (ER) and inpatient services • Hospital concierge • Coordination of medical respite • WPC Team member • Data sharing
7. Community Partner #2	Mendocino Community Health Clinic (MCHC)	Carole Press, Chief Executive Officer	• Federally Qualified Health Center • House clinic liaison • Co-location of services • WPC Team member • Data sharing

Additional Organizations	Organization Name	Contact Name and Title	Entity Description and Role in WPC
8. Community Partner #3	Redwood Quality Management Company (RQMC)	Tim Schraeder, President	• Administer subcontracts for mental health and related services (e.g. mental health resource centers, mental health transition support, peer extension workers, Assisted Outpatient Treatment/AOT) • WPC Team member • Data sharing
9. Community Partner #4	Mendocino Coast Clinics	Lucresha Renteria, Executive Director	• Federally Qualified Health Center • House clinic liaison • Co-location of services • WPC Team Member • Data sharing

1.3 Letters of Participation and Support

Letters of Participation from partner entities indicating their commitment to participate in the WPC Pilot are provided in Attachment A.

Letters of Support from the following stakeholders are provided in Attachment B.

- City of Fort Bragg
- Ford Street Project
- Manzanita Services, Inc.
- Mendocino Coast District Hospital

- Mendocino Coast Hospitality Center
- Mendocino Community AIDS/viral Hepatitis Network (MCAVHN)
- Mendocino County Probation Department
- National Alliance on Mental Illness (NAMI), Mendocino County Chapter
- NorCal Christian Ministries
- Redwood Community Services, Inc.
- Ukiah Police Department

SECTION 2. GENERAL INFORMATION AND TARGET POPULATION

2.1 Geographic Area, Community, and Target Population Needs

2.1a Geographic area

HHSA will implement the WPC Pilot throughout Mendocino County, focusing on the cities of Ukiah and Fort Bragg, which are the county's two largest population centers.

Predominantly rural, Mendocino County is located on California's northern coast approximately 120 miles north of San Francisco. The county covers 3,506 square miles of mostly mountainous terrain, making it the 15th largest among California's 58 counties. County residents inhabit an area that is almost equal in geographic size to the states of Delaware and Rhode Island combined. The population of Mendocino County is 88,378.¹ Ukiah, the County Seat of Government, is the largest community in the county, with a population of 16,186. Fort Bragg, the primary population center on the coast, has a population of 7,672. Approximately 15% of Mendocino County residents reside in one of the county's four federally-designated Frontier Communities, which are communities with a population density of 6 or fewer people/square mile. Mendocino County's diverse population is 66% White, 24% Hispanic, 6% Native American, and 4% bi-racial or other ethnicities and includes 10 Native American Indian rancherias.

Mendocino County is a federally-designated Medically Underserved Population and includes multiple populations and census tracts designated as Health Professional Shortage Areas. Rural residents must travel to county population centers to access most services, and often need to travel outside the county to obtain higher levels of specialty healthcare. For some rural residents, simply reaching a county population center can entail a round-trip drive of as much as four hours.

The county's scenic beauty contrasts sharply with a chronically depressed economy and high poverty levels. The median household income is \$42,980 (just 70% of the statewide median of \$61,818), and one in five county residents lives below the federal poverty level. As of December 2016, 6,398 Mendocino County households were enrolled in the state's CalFresh Food Stamp program, representing 19% of county households (compared with 16% statewide).

2.1b Participation of partner entities in planning process

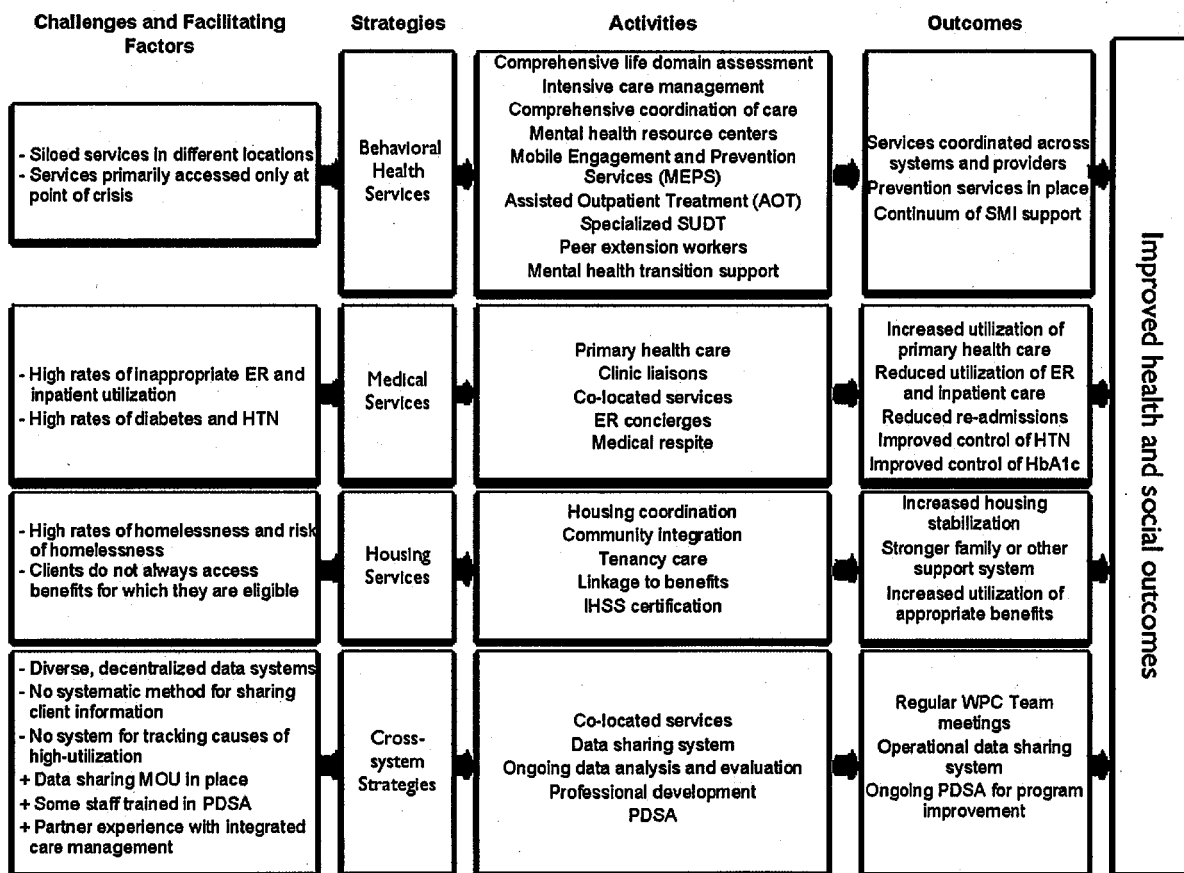
HHSA has been working with its partners to plan for the WPC Pilot since the release of the Round 1 Request for Applications in mid-2016. Numerous preliminary meetings and discussions with the HHSA Advisory Committee culminated in an intensive planning process that began in December 2016 and included more than 15 meetings with representatives of partner entities and other organizations. HHSA also reached out to contact and seek input from other stakeholders. This intensive planning process was key to the development of the proposed WPC Pilot model. The planning team reviewed data, identified gaps and needs not currently addressed through existing services and/or limited by funding restrictions, analyzed information, and developed the strategies presented in this application.

¹ California Department of Finance estimates for January 2016.

2.1c Overarching Pilot vision for system change and needs of target population

People with serious mental illness (SMI) who have access to integrated services, stable housing, and strong social support will increase their participation in prevention and early intervention services, resulting in improved health and social outcomes and reduced utilization of high-cost services. Building on this theory of change, the WPC Pilot will focus on developing, strengthening, and restoring a social support system that ensures a stable environment for each person served. The coordinated nature of this approach will radically change the patient care experience.

Figure 1. WPC Pilot logic model



Over the past year, HHSA and several partners have made steady progress toward establishing coordinated interagency protocols for the assessment and treatment of persons with SMI. HHSA is now in the process of finalizing a Memorandum of Understanding (MOU) that establishes defined roles and responsibilities for each party as well as a structure for timely and reliable communication between the parties on patient needs, conditions, and treatment plans. To build on this effort, the WPC Pilot will focus on serving up to 600

Medi-Cal beneficiaries who have serious mental illness (SMI), prioritizing those that are high utilizers of mental health and/or medical services and those with the following additional barriers: homelessness or housing instability, co-occurring SUD, and/or

recent interactions with the criminal justice system. Particular attention will be given to social and economic barriers to care, including food insecurity and social isolation.

Mendocino County's WPC Pilot proposes to reduce inappropriate and/or avoidable utilization of hospital ERs and inpatient admissions through the immediate, real-time connection of the person to resources, whether the WPC enrollee is already in the ER, seeking services through a community clinic or other community provider, or on the street.

For people with SMI, navigating systems and programs to meet their mental health, physical health, and basic needs of daily living can be overwhelming. Services are frequently accessed only at the point of crisis and at the highest level of care, whether in the ER and/or a hospital. As a result, the provider delivering services is responding to the immediate crisis, which can contribute to repeat admissions to higher levels of care. Currently, there is no systematic method for communication and sharing of data across the range of providers that serve shared clients. In addition, there is no formal process for identifying high-need individuals, systematically assessing their complex needs, and coordinating services across entities. The need for coordination and data sharing creates opportunities for the WPC Pilot to improve access, quality of care, and client outcomes, and to reduce the overall cost of care.

2.1d General description of WPC Pilot

In order to effectively address the complex individual needs of the target population, the WPC Pilot will offer an integrated array of services that includes the features and supports listed below, none of which are covered by Medi-Cal and all of which are carefully designed to complement existing services. Service access points include: hospital ERs, community clinics, community mental health service providers, BHRS, and homelessness service providers.

HHSA will begin the project by conducting an assessment of the target population to identify those whose high costs are legitimate and those who have incurred excessive costs. Subsequent intake will focus on serving those with excessive costs. See Section 3.1 for detailed descriptions of the following WPC Pilot strategies and services.

- Comprehensive life domain assessment
- Comprehensive coordination of care
- Clinic liaisons to ensure rapid access to healthcare services
- Co-located services to strengthen service integration
- Mobile engagement and prevention services (MEPS)
- Assisted outpatient treatment (AOT)
- ER concierges
- Mental health resource centers
- Mental health transition care
- Medical respite
- Peer extension workers
- Specialized SUDT

- Housing coordination and community integration
- Tenancy care
- Professional development
- Data sharing

2.2 Communication Plan

2.2a Governance structure

The Lead Entity is Mendocino County Health and Human Services Agency (HHSA).

The Project Director will chair the WPC Team, consisting of representatives from all partner entities and meeting monthly or more frequently as needed as implementation begins. The WPC Team will: review implementation, assess metrics, make refinements, ensure that all entities are fully informed about state requirements, address consumer engagement, including enrollment and retention, and review program sustainability as a standing agenda item. The WPC Team will monitor program communication and be responsible for developing communication standards to ensure program transparency. The WPC Team will be responsible for assessing and addressing needs for professional development, including conducting an annual training needs assessment. Partners and partner staff will receive incentives for their participation in professional development activities. They will also review corrective action plans for participating entities. The Project Coordinator will serve as the primary point of contact.

The Adult Multidisciplinary Team, comprising mental health care managers, SUDT counselors, medical care managers, and housing care managers, will implement case conferencing using client and program data to develop, coordinate, and review each client's comprehensive care plan across agencies and services.

The WPC Team will establish *ad hoc* workgroups (e.g., data sharing workgroup, evaluation and quality improvement workgroup) to address specific project components or issues as needed. Workgroup members may include any combination of Pilot positions, partners, partner staff, and other 'best fit' stakeholders from participating entities.

2.2b Decision making process

Program decisions will be addressed at the WPC Team level, using a consensus model and an agreed-upon process for conflict resolution.

2.2c Communication strategies

Program-level communication. WPC partners will use the Microsoft Office Suite of communication tools; the Franklin Covey formats for meeting agenda and minutes; Free Conference Call and Skype for off-site meeting participants; and Survey Monkey for voting processes. Meeting agenda and minutes will be disseminated via email at least one week prior to scheduled meetings. WPC Team meetings will provide opportunities for discussion and feedback to ensure that points of duplication and fragmentation are identified and addressed.

Care management-level communication. The data integration system will be accessible for use by all service providers, with appropriate permissions, to see and

update care plans, notes, and contact information for all providers involved in the client's care.

Client-level communication. Participating clients will receive written information about WPC services at the time of enrollment, and will be provided with a written copy of their service plan each time it is updated. Written information will be provided at an appropriate literacy level and be available in both Spanish and English.

Community-level communication. Data from the WPC Pilot will be shared at community meetings, including meetings of the HHSA and BHRS Advisory Boards, the County Board of Supervisors, and the Continuum of Care for the Homeless.

2.3 Target Population(s)

2.3a Target population

The target population for the WPC Pilot includes Medi-Cal beneficiaries who have SMI, prioritizing those that are high utilizers of mental health and/or medical services and those with the following additional barriers: homelessness or housing instability, co-occurring SUD, and/or recent interactions with the criminal justice system.

Individuals with mental health issues are often poorly engaged with physical and behavioral health delivery systems, leading to over utilization of high cost services, such as repeated use of hospital ERs, avoidable in-patient hospital admissions, and frequent mental health crisis services. Many clients in the target population also face extreme social and economic challenges such as lack of housing/housing instability, unemployment, food insecurity, transportation, and lack of social support systems. When co-occurring with SMI, SUD further hinders a person's ability to navigate the health delivery system.

The lack of systematic methods of communication between treatment providers further complicates the ability to navigate the health delivery system and access services at the appropriate level of care.

2.3b Identification of target population

In the process of collecting data to identify the target population, HHSA collaborated with BHRS and the Department of Social Services (DSS), Partnership HealthPlan of California (PHC), the only managed care provider for the county's 38,000 Medi-Cal beneficiaries, and RQMC, the county's administrative services organization for mental health services.

- **Mental health data.** BHRS data listed Medi-Cal reimbursable and non-reimbursable services provided to 1,200 clients for the 12-month period of October 2015 – September 2016. These data show that 79 clients (approximately 7%) had costs in excess of \$20,000. Of these clients, 38 were conserved. RQMC provided additional data for the SMI clients, including data on services that were not eligible for Medi-Cal reimbursement. The initial assessment process will determine which of these clients will be appropriate for inclusion in the project, based on appropriateness of costs incurred.

- **Physical health data.** PHC provided member information for Medi-Cal beneficiaries in the top 10% of total cost of care, as well as a listing of members with two or more inpatient admissions and three or more ER visits, for the same 12-month period. Within the listing of the top 10%, there were 139 members with SMIs. Of these, 94 members had been seen in the ER at least 3 times during the year, and 36 had made 10 or more visits to the ER. Of the 139 people with SMI, 82 (59%) were flagged for chemical dependency; 46 (33%) had diabetes diagnoses; and 57 (41%) had hypertension.
- **Homelessness data.** The data received from PCH and BHRS show that 36 (17%) members of the target population were homeless. DSS also provided data on homelessness from the county's 2015 Point-in-Time Homelessness Count, which reported 1,032 homeless individuals. Of these, 212 self-reported serious mental illnesses and 238 individuals self-reported SUD. (Data on persons with co-morbidity were not collected.)

These data sets were compiled and then analyzed to identify the population of Medi-Cal beneficiaries with SMI who incurred high costs. At the beginning and throughout implementation of the Pilot, HHSA and its partners will rely on data from these sources to identify and enroll clients who are eligible for WPC services.

Table 3. Prioritized groups within target population

CRITERIA	NUMBER OF CLIENTS (DUPLICATED)
• Total number of clients with high costs	218
• Mental health services exceeding \$20,000	79
• 3 or more ER visits	94
• 2 or more in-patient hospital admissions to an acute care facility	20
• Chemical dependency	82
• Diabetes	46
• Hypertension	57
• Homeless	36

2.3c Estimated number of Medi-Cal beneficiaries to be served

The Pilot will serve an unduplicated total of 600 Medi-Cal beneficiaries over the course of the project. Some WPC enrollees will have complex health and behavioral health conditions and require multi-year services, while others may need only a few months of services to become stable and linked to community services.

Table 4. Target population projections

TARGET POPULATION	PY2	PY3	PY4	PY5	TOTAL
Adult Medi-Cal beneficiaries with SMI	105	360 (255 new)	525 (165 new)	600 (75 new)	600

Note that HHSA will not set an enrollment cap for WPC beneficiaries. Planners estimate from initial analysis that 600 people that meet the enrollment criteria will be served over the life of the Mendocino County WPC Pilot.

SECTION 3. SERVICES, INTERVENTIONS, CARE COORDINATION, AND DATA SHARING

3.1 Services, Interventions, and Care Coordination

3.1a Services

The WPC Team selected services, interventions, and care coordination strategies based on emerging and best practices for the target population, identified needs and gaps, and strengths and resources of collaborative partners. Please see Section 5.1 for discussion of funding structure.

Behavioral Health Services

Mental health resource centers will serve as service hubs, providing a safe, supportive environment and an alternative to the ER for WPC enrollees experiencing less severe mental health crises, with licensed clinicians available to evaluate and assess immediate needs.

Intensive care management will support participants in accessing medical, behavioral, and social non-medical services to address identified needs.

Mobile Engagement and Prevention Services (MEPS) will field two-person teams of a mental health rehabilitation specialist and a sheriff technician to connect WPC participants with mental health support prior to their mental health needs becoming a crisis. MEPS goals include reducing dependence on law enforcement as a primary response to a mental health crisis, reducing use of ERs as a primary source of mental health care, and reducing rates of recidivism for those with mental health needs.

Assisted Outpatient Treatment (AOT) allows WPC enrollees meeting specific criteria to be court ordered to participate in outpatient mental health treatment while living in the community. The goal of AOT is to engage clients in treatment and reduce safety risks to clients and the community.

Specialized SUDT will provide an integrated clinical treatment approach for WPC enrollees with co-occurring disorders. SUDT coordination will focus on overcoming substance abuse and dependence issues for WPC enrollees with co-occurring conditions of SMI and SUD.

Peer extension workers will provide high intensity trauma-informed support to WPC enrollees. RQMC subcontractors will employ Peer Extension Workers and train them using an evidence-based program such as SAMHSA's "Whole Health Action Management." Peer Extension Workers will conduct engagement efforts to encourage people who are not participating fully in prevention and other services, build trusting relationships, encourage early intervention, and facilitate linkage to services.

Mental health transition support beds will be provided to support recuperation and transition to lower levels of care for clients who need additional care following discharge from ERs or inpatient care, multiple inpatient psychiatric placements, and/or an LPS conservatorship.

Medical Services

Clinic liaisons will ensure timely access to healthcare services and health homes for WPC participants referred to the clinic by other partners.

Co-located services, such as county psychiatric care provided on clinic campuses, will foster integration and collaborative care management of shared patients while streamlining participant access and supports.

ER concierges will identify and redirect WPC participants who are using the ER for social or other inappropriate support.

Medical respite will provide post-hospital medical care to WPC participants who are homeless, in an unstable living situation, and/or too ill or frail to recover from physical illness/injury in their usual living environment (but not ill enough to be treated in a hospital or skilled nursing facility).

Housing Services

Housing coordination services will include: tenant screening and assessment of housing needs, housing assessment, individualized housing support plans, assisting with housing applications, matching with appropriate housing service providers, and identifying resources to cover move-in expenses.

Community integration will include intensive work with participants to reconnect them with family members with whom they may have broken or difficult relationships and to re-establish those relationships. Where there is not family restoration, community integration services will help connect participants with new support systems in the form of informal "foster families" who may rent them rooms or small apartments after participating in program training and becoming In-Home Support Services (IHSS) providers where IHSS services are eligible. The WPC Pilot will develop criteria to ensure appropriate matches and landlord protection.

Tenancy care to facilitate long-term housing stability will include: tenant education and coaching, onsite intense care management services for tenants, landlord training and coaching, early intervention, dispute resolution and landlord protection, and ongoing support.

Housing pool. WPC partners will explore the establishment of a housing pool to develop scattered site supportive housing opportunities, including needed renovations for housing the target population. However, this is not included as a Pilot activity and no WPC funds will be used to create or maintain a housing pool.

Aligning with and leveraging existing services

To ensure maximum impact and minimum duplication of services, Mendocino County's WPC Pilot will leverage a range of aligned health improvement efforts, including those described below.

- The Intensive Outpatient Care Management Program (IOCMP) is funded through PHC to Mendocino Community Health Clinic (MCHC) to provide intensive care management services to approximately 50 high-acuity high-cost managed Medical beneficiaries, with community-based partners linking participants to care,

housing assistance, and harm reduction. Partners maintain executed Release of Information (ROI) consents, to effectively communicate client status, and participate in regularly scheduled case conferencing.

- The Ukiah Valley Medical Center (UVMC) Street Medicine Program, also PHC-funded, brings health assessment and medical treatment into local shelters and homeless encampments and is an integral component of the UVMC family medicine residency program.
- Drug Medi-Cal Expansion, in which HHSA is in Phase IV planning, is expected to begin piloting treatment of co-occurring disorders in early 2018.
- Medication Assisted Treatment (MAT), a pilot project funded by PHC, will be expanding to the use of a second drug for the treatment of opioid addiction, building on the work of the Safe RX Mendocino Opioid Safety Coalition. This effort will prepare the county for Drug Medi-Cal Expansion and build capacity for delivery of specialized SUDT for WPC participants.
- Prop 47 funding (application pending) will provide residential wraparound mental health services and SUDT for non-violent, non-serious offenders with a history of SUD and/or mental illness and a high risk of reoffending.
- The Continuum of Care for the Homeless will benefit from the opportunity provided by the Pilot to enhance data management and coordinated entry, to help people move into and through the system more efficiently.
- The Community Development Commission of Mendocino County, the Mendocino County Housing Authority, will coordinate housing efforts such as Section 8 and other low-income housing development.

3.1b Interventions and strategies

Integration interventions and strategies

Integration efforts will include oversight by the WPC Team and the following strategies.

Co-located services. During PY2, WPC partners will assess and compare the costs and benefits of co-locating services for the target population at participating clinics, BHRS, and/or RQMC. Co-located services will facilitate face-to-face coordination among providers and increase the likelihood that participants will access mental health and medical services as well as preventive health services.

Professional development. At the beginning of PY2 and annually thereafter, the Project Coordinator will conduct a training needs assessment of WPC partners and key staff, including frontline workers. Based on results of the assessment, the Coordinator will implement a professional development schedule that includes a range of training modalities—webinars, workshops, 1:1 technical assistance, conferences, etc.

Plan-Do-Study-Act (PDSA). Using the PDSA process will strengthen relationships among WPC partners and help to identify strategies and implement quality improvement initiatives at all levels of the system, based on ongoing metric assessment and analysis. BHRS has historically used a utilization review and quality improvement process to ensure the quality of individual care. Staff have now been trained and are beginning to implement PDSA at the system level.

Prior experience with integrated care strategies

Mendocino County WPC partners have a long history of planning and developing integrated systems of care for various target populations; two past efforts are described below. Lessons learned from these efforts will inform implementation of the WPC Pilot.

- The Collaborative User System of Care (CUSOC) Project (2008-2011) identified a target population of high-cost, high-utilizing patients who were County Medical Services Program/CMSP beneficiaries. Analysis of pilot results for the 11 enrolled participants showed that aggregate hospital costs decreased by 33% by the end of the project, falling from \$344,838 to \$230,944. Partners reported that intensive care management, weekly case conferencing, and the universal Release of Information for health care providers, criminal justice, and other community agencies were keys to the success of the program.
- The Access to Treatment and Housing Opportunities in the Mendocino Environment (AT HOME) Project (2008-2014) focused on decreasing homelessness and improving health and wellbeing for homeless people with co-occurring SUD by linking integrated mental health services and SUDT with housing and intensive care management. Project evaluation found that, of 252 participants, 66% had a decrease in the number of days participants experienced mental health issues; 52% had a decrease in days using drugs or alcohol; only 41% of those that had made an ER visit in the 30 days prior to entry had returned to the ER in the 30 days prior to 6-month follow up; and of the clients that were living in a shelter or on the street at their intake 42% were housed at the 6-month follow-up.

3.1c Care coordination

Cross-sector care coordination is designed to counteract the fragmentation that results from categorical funding streams by addressing the underlying behavioral health and socioeconomic needs that influence health outcomes and utilization. Care coordination is intended to divert high utilizers away from ER and inpatient services towards care that addresses their complex needs and promotes long-term health.

The WPC Pilot will bring care managers and other service providers together as the Adult Multi-Disciplinary Team to coordinate care and services. Initially, the team will complete a full assessment of the health, mental health, SUD, criminal justice, support system, housing status, and utilization history of each client and use this data to develop, implement, and monitor individualized, system wide care management plans. The Adult Multi-Disciplinary Team will then work to coordinate roles and responsibilities and collaboratively develop shared action plans.

The Adult Multidisciplinary Team will meet weekly. Group participants will include: care managers and/or care providers from each program the client is already involved with; housing coordinator; and/or other entities based on unique needs of the client.

3.2 Data Sharing

3.2a Data sharing plans

HHSA is in the process of finalizing data sharing agreements that will facilitate the flow of client information between BHRS, RQMC, MCHC, and UVMC. The WPC Pilot provides an opportunity to expand these agreements to include all WPC partners—clinics, hospitals, and community-based partners. HHSA will leverage these data sharing agreements to inform the development of protocols, tools, and staffing necessary to support the collection and sharing of target population information. Indicators will include in-patient admissions, use of the emergency room, provision of comprehensive care management, and utilization of social services. Data sharing agreements will ensure that all partners are able to access data to support care management services and outcomes. HHSA will prepare and distribute a monthly WPC Dashboard with sufficient data to support performance and PDSA activities, including such indicators as:

- Number of clients with a comprehensive care plan
- Care coordination, care management, and referral data
- Ambulatory care and ER visits
- Hospital inpatient utilization
- Follow-up after hospitalization for SMI
- Initiation and engagement in SUDT
- Recent history of incarceration
- Selected cost data

3.2b Strategies for complying with confidentiality regulations

All WPC partners will be responsible for implementing procedures and client authorizations in compliance with state and federal laws. To facilitate the sharing of client information, each client in the target population will be provided with an overview of the goal of the Pilot and the services available to them as a participant. The client will then be asked to sign a client authorization that will allow the sharing of personal and health information between WPC partners.

3.2c Data sharing tools, infrastructure development, and sustainability

HHSA will fund a Data Analyst throughout the WPC Pilot. In PY1, the Data Analyst will draft protocols for secure file transfers, formats, and required fields for data submission based on the type of service provided by the participating provider and develop reporting templates to monitor key indicators and outcomes, examine program effectiveness, track costs, and identify barriers to collaboration.

WPC partners will collect data using spreadsheets that will be uploaded to a central, accessible drop box within 24 hours of a key event to ensure near real-time data access for other partners and the ability to provide care management based on current information. The Data Analyst will be responsible for entering the information into a database and compiling reports on a weekly basis to support the ongoing provision of services and comprehensive care management. The Program Coordinator will back up

the Data Analyst to assure these comprehensive reports are available for the weekly Multi-Disciplinary Team care management meetings. The goal is for critical data elements to be available to all providers within 24 hours of a key event (which will be defined by the WPC partners and supporting protocols), and for more comprehensive reports that can be incorporated into existing electronic health records be accessible weekly for the coordination of care management.

Once in place, the proposed system will represent an improved level of collaboration and data sharing among participating entities that will be sustained beyond the Pilot. With data sharing agreements in place, it will be possible for partners to adapt the infrastructure to other vulnerable populations that are high users of multiple systems.

3.2d Data governance structure

HHSA will convene an *ad hoc* Data Sharing Workgroup to support the development and implementation of the data collection and sharing system. WPC partners will build on Pilot success and lessons learned with the long-term goal of creating a comprehensive health information exchange system for all county health and social services providers.

3.2e Anticipated challenges

- **Accessibility.** Currently, database systems are not compatible. The most significant challenge to data sharing will be the development of a data reporting system that is easy to use so that partners are able to sustain the consistent and timely reporting of complete and accurate data necessary to support comprehensive care management and performance measurement.
- **Commitment.** To benefit from available data, all partners must be committed and responsible for implementation within their agencies. The data contributions provided by partner entities in planning this application demonstrate their commitment to the data sharing process. The Pilot budget provides for incentives to mitigate costs associated with data reporting.
- **Limited size of target population.** Although the most comprehensive form of data sharing would be a health information exchange, the relatively small target population precludes that strategy. However, the Pilot provides an opportunity to test data sharing for a limited target population with the long-term goal of expanding to include a broader population of clients who are high-utilizers of high-cost services.

SECTION 4. PERFORMANCE MEASURES, DATA COLLECTION, QUALITY IMPROVEMENT, AND MONITORING

4.1 Performance Measures

The goal underlying all services and measures incorporated in Mendocino County's WPC application is to improve the health and wellbeing of Pilot participants using evidence-based strategies and interventions to the extent possible. WPC partners will develop a data-driven, performance improvement-focused approach to examining the innovative work of the Pilot. The performance measures selected for both universal and variant metrics have wide applicability to the target population and will support WPC partners in assessing strategies and approaches to better understand outcomes and develop modifications. Assessment of the metrics will require data to be shared between many participating entities and community partners, as described in previous sections.

The proposed performance measures will enable the program to: a) track progress in relation to patient care enhancement, improved patient outcomes, and systems change and integration; b) identify areas for program improvement; and c) identify cost savings to support program activities and interventions over the long term.

Upon notification of approval of this application, HHSA will formally execute MOUs with each participating entity, including expectations and commitments to participate in monthly coordination meetings and regular PDSA processes.

During PY1, participating entities will provide initial reports to develop baseline measures as a first step in the increased integration and data sharing between and among all partners. These initial data will also serve to identify data gaps and identify issues pointing to needs for further staff training. Also during PY1, partners will develop data reporting details and timelines and develop related policies and procedures. To monitor this process, the Project Coordinator will develop a master checklist for tracking information received or pending.

Each year, partners will develop detailed action plans that incorporate PDSA cycles to identify and address significant changes and potential areas for improvement. The PDSA process will be informed by data collected by partners and compiled in the program reporting system. Progress of the program as a whole will be assessed by WPC partners based on the identified metrics and baseline data. All performance metrics will be reviewed and action taken to ensure achievement of targeted benchmarks. To the extent possible, HHSA will adapt existing data collection tools and protocols for measuring performance over the Pilot period.

HHSA will assign two primary personnel to provide daily management of the Pilot. The Project Coordinator and Data Analyst will be responsible for day-to-day monitoring and management of contractors, activities, and reporting. HHSA will be responsible for collecting and aggregating Pilot data related to the universal and variant metrics identified below and reporting data to the Department of Health Care Services (DHCS). HHSA staff members will also lead PDSA activities in collaboration with Pilot partner entities to support achievement of Pilot targets.

4.1a Universal metrics

Checked boxes below acknowledge HHSA's responsibility to track and report the universal metrics as required in the application.

☒ **Health Outcomes Measures**

☒ **Administrative Measures**

Table 5 below delineates the universal metrics that will be followed in the WPC Pilot.

Table 5. Universal metrics

Universal Metrics	PY1 2017 (6 months)	PY2 2017 (6 months)	PY3 2018	PY4 2019	PY5 2020
Health Outcomes					
i. Ambulatory Care - Emergency Department Visits (HEDIS) including quarterly utilization of PDSA with measurement and necessary changes	Establish baseline	Maintain baseline	5% decrease from baseline	5% decrease from PY3	5% decrease from PY4
ii. Inpatient Utilization – General Hospital/Acute Care (IPU) (HEDIS) including quarterly utilization of PDSA with measurement and necessary changes	Establish baseline	Maintain baseline	5% decrease from baseline	5% decrease from PY3	5% decrease from PY4
iii. Follow-up After Hospitalization for Mental Illness (FUH) (HEDIS)	Establish baseline	Maintain baseline	5% increase from baseline	5% increase from PY3	5% increase from PY4

Universal Metrics	PY1 2017 (6 months)	PY2 2017 (6 months)	PY3 2018	PY4 2019	PY5 2020
iv. Initiation and Engagement of Alcohol and Other Drug Dependence Treatment (IET) (HEDIS)	Establish baseline	Maintain baseline	5% increase from baseline	5% increase from PY3	5% increase from PY4
Administrative Outcomes					
v. Proportion of beneficiaries with a comprehensive care plan, accessible by the entire care team, within 30 days of: 1) enrollment 2) anniversary date (conducted annually)	Develop protocols, procedures, and care plan template	1) 50% 2) N/A	1) 60% 2) 80%	1) 70% 2) 85%	1) 80% 2) 90%
vi. Care coordination, care management and referral infrastructure	Submit documentation demonstrating establishment of policies and procedures, monitoring plans, improvement plans, and data compilation and analysis plans	Evaluate using PDSA process	Evaluate using PDSA process	Evaluate using PDSA process	Evaluate using PDSA process

Universal Metrics	PY1 2017 (6 months)	PY2 2017 (6 months)	PY3 2018	PY4 2019	PY5 2020
vii. Data and information sharing infrastructure	Submit documentation demonstrating establishment of data and information sharing policies and procedures, monitoring procedures, and data compilation and analysis plans	Evaluate using PDSA process	Evaluate using PDSA process	Evaluate using PDSA process	Evaluate using PDSA process

4.1b Variant metrics

The Mendocino County WPC Pilot includes the following variant metrics, which are detailed in Table 6 below.

- **Administrative Metric: Partner Coordination.** HHSA will provide the administrative and delivery infrastructure to support the proposed services, including leading the WPC Team.
- **Health Metric: Comprehensive Diabetes Care.** Participating clinics will track and report the percentage of clients whose diabetes is poorly controlled. The numerator for this metric is the number of WPC participants whose diabetes was poorly controlled and the denominator is the total number of clients with diabetes.
- **Health Metric: Controlling Blood Pressure.** Participating clinics will track and report the percentage of clients whose blood pressure is adequately controlled, using the number of participants with a healthy blood pressure (BP<140/90 for age 18-59; BP<140/90 for participants age 60-85 without a diabetes diagnosis; and BP<150/90 for participants age 60-85 with a diabetes diagnosis) as the numerator and using the number of participants with a diagnosis of hypertension (HTN) as the denominator. Mendocino County's WPC Pilot is using this second variant health outcome metric because the WPC Partners do not utilize the PHQ-9.
- **SMI Population Metric: Suicide Risk Assessment.** HHSA will administer and track risk reductions in the NQF 0104 Suicide Risk Assessment tool for participants with major depressive disorder. Data analysis will use patients who had a suicide risk assessment completed at each visit as numerator and all patients with a new diagnosis or recurrent episode of major depressive disorder as denominator.
- **Housing Metric: Housing Permanency.** HHSA will track permanency in housing for formerly homeless clients using the number of previously homeless

participants that are in stable housing for at least 6 months as numerator and the number of homeless participants as denominator.

Table 6 below details the proposed variant metrics that Mendocino County will track.

Table 6. Variant metrics

Metric ID:	Variant Metric 1	Variant Metric 2	Variant Metric 3	Variant Metric 4	Variant Metric 5
Target Population:	All	All target populations across all program years	All target populations across all program years	SMI population	Homeless/ at-risk for homelessness
Measure Type:	Administrative	Health Outcomes: HbA1c Poor Control <8%	Health Outcomes: Controlling Blood Pressure	Health Outcomes: Required for Pilots w/SMI Target Population	Housing: Permanent Housing
Description:	WPC Team monthly meeting attendance	Comprehensive diabetes care: HbA1c Poor Control <8%	Controlling High Blood Pressure	NQF: 0104 Suicide Risk Assessment	Percent of homeless who are permanently housed for greater than 6 months
Benchmark:	PY 1: Establish partner participation at 70% average attendance PY 2: Maintain partner participation at 70% average attendance PY 3: Increase partner participation to 75% average attendance (continued) PY 4:	PY 1: Establish baseline PY 2: Maintain baseline PY 3: 5% improvement from PY2 PY 4: 5% improvement from PY3 PY 5: 5% improvement from PY4	PY 1: Establish baseline PY 2: Maintain baseline PY 3: 5% improvement from PY2 PY 4: 5% improvement from PY3 PY 5: 5% improvement from PY4	PY 1: Establish baseline PY 2: Maintain baseline PY 3: 5% decrease from PY2 PY 4: 5% decrease from PY3 PY 5: 5% decrease from PY4	PY 1: Establish baseline PY 2: Maintain baseline PY 3: 5% improvement from PY2 PY 4: 5% improvement from PY3 PY 5: 5% improvement from PY4

Metric ID:	Variant Metric 1	Variant Metric 2	Variant Metric 3	Variant Metric 4	Variant Metric 5
	Increase partner participation to 80% average attendance PY 5: Increase partner participation to 85% average attendance				
Numerator:	WPC Team partners attending monthly meeting	Within the denominator, who had HbA1c control (<8.0%)	Within the denominator, whose BP was adequately controlled during the measurement year based on the following criteria: - Members 18-59 years of age whose BP was <140/90 mm Hg. - Members 60-85 years of age without a diagnosis of diabetes whose BP was <150/90 mm Hg.	Patients who had suicide risk assessment completed at each visit	Number of participants in housing over 6 months

Metric ID:	Variant Metric 1	Variant Metric 2	Variant Metric 3	Variant Metric 4	Variant Metric 5
			Members 60-85 years of age with a diagnosis of diabetes whose BP was <140/90 mm Hg.		
Denominator:	Total number of WPC Team partners	Members 18-75 years of age with diabetes (type 1 and type 2)	Members 18-85 years of age who had a diagnosis of hypertension (HTN)	All patients aged 18 years and older with a new diagnosis or recurrent episode of Major Depressive Disorder	Number of participants in housing for at least 6 months

4.2 Data Analysis, Reporting, and Quality Improvement

4.2a Data management plan

The key tools driving continuous quality and performance improvement will be the collection of accurate, real-time data; adherence to a quality improvement framework for each intervention; analytic support in turning data into usable information; and training, coaching, and supporting the front-line workforce in techniques and approaches that can lead to continuous improvement in program implementation.

Ongoing data collection, reporting, and analysis of WPC interventions, strategies, participant health outcomes, and return on investment will be accomplished using existing and new data sources. Although data systems currently used by WPC partners are diverse and decentralized, and vary in sophistication as well as amount and type of data collected, partners contributed data to document the need for the Pilot—PHC and BHRS both provided data on high utilizers, while RQMC provided data on utilization and capacity. However, because of the diverse data systems in play, initial data aggregation, reporting, and analysis will rely heavily on manual methods of sharing data while an automated approach is developed.

Throughout the project, data will be collected on all persons participating in the Pilot, including basic demographic information, referral source, and timeliness of response to the referral. Evidence-based assessment tools will be utilized to identify WPC enrollee needs.

Upon approval of this application, the WPC Team will finalize policies and procedures for data collection and reporting. Data will be collected by all participating entities in the Pilot and submitted to HHSA quarterly for summary, aggregation, and analysis. WPC partners are discussing a data subsystem that will minimize duplication of effort while ensuring access to client data. This system will require each partner entity to submit data in spreadsheet format into a centralized system where it will be uploaded to a database for compilation and ease of access. Data entries will be made daily, as appropriate, enabling near real-time data access for other partners. Analysis of return on investment will utilize BHRS and Partnership Health Plan claims data and other data as identified under the Pilot. Other details of the system will be developed during PY1, including standardized report templates, reporting fields, and timelines.

Reports generated from the database will be analyzed to assess effectiveness of interventions and strategies as well as patient outcomes. Resulting analyses will be used by WPC Teams for quality improvement and change management. As discussed previously, HHSA has already been working to establish data-sharing protocols with partners, and is near the point of signing data sharing agreements.

The analysis of system-level and person-level performance data will be conducted on an ongoing basis. A WPC Dashboard will be developed to identify the number of persons served by each program each month and cumulatively; services delivered; and key outcomes (e.g., time to first appointment, improved health, mental health, substance use treatment outcomes, and housing). Using data reports, the dashboard, and monitoring of participant health indicators, the WPC Team will be able to quickly identify a number of key indicators. For example, for participants who are homeless, the

dashboard will provide information on the number of people housed, length of time in the living situation, and reasons for movement to another home. Similarly, data for the Medical Respite program will report the number of persons in the program, length of stay, improvement in health condition(s), and the number of persons who are re-admitted to the hospital or emergency department following medical respite services.

Table 7. Data timeline

PROGRAM YEAR	DATA ACTIVITIES
PY1	• Finalize data sharing agreements • Develop integrated data systems • Establish baseline data • Develop scoring criteria to determine program eligibility • Develop policies and procedures • Develop data file instructions, including secure file transfer protocols • Develop comprehensive Release of Information • Develop standardized Excel reporting templates • Develop database for importing Excel reports • Form Evaluation/Quality Improvement Workgroup • Develop an external evaluator contract • Contract evaluator • Develop evaluation plan • Purchase software or license, as determined
PY2	• Enter baseline data into data hub • Collect ROIs from participants • Train appropriate staff in data collection, reporting, and retrieval • Collect and enter data using standardized Excel spreadsheets • Compile data from spreadsheets in database accessible to all entities • Develop WPC dashboards • Use PDSA to refine evaluation plan
PY3-5	• Begin use of integrated data system • Generate aggregate data reports for review by WPC Team • Follow PDSA process to utilize data reports for program improvement

4.2b Quality improvement and change management

Pilot data will enable the WPC Team to continuously improve the quality and quantity of services to ensure that the needs of clients, partners, and the community as a whole are met. The Evaluation/Quality Improvement Workgroup will review, analyze, and utilize data on an ongoing basis and provide timely information to the WPC Team. This workgroup will obtain data from HHSA's fiscal department to analyze cost-effectiveness of services and ensure that programs remain within budgeted allocations. Program data will be used to monitor key indicators and outcomes, examine the effectiveness of the program overall and the effectiveness of specific strategies, monitor costs, identify barriers to services, develop solutions, and celebrate successful outcomes. HHSA will

develop a reporting dashboard, accessible to all partners, showing the status of universal and variant metrics.

Each participating entity will be required to report performance and outcome measures. These data will be analyzed by the WPC Team as part of the PDSA process. The WPC Team recognizes the PDSA approach for quality improvement as a continual process. In the "Study-Act" part of the process, the results of analyzing the data, summarizing what was learned, and reviewing what did not to work may lead to modifications to the WPC Pilot that put the intervention back in the "Plan-Do" phase. Even with desired results, a review of unintended consequences and variables not known during the initial "Plan-Do" phase may also prompt enhancements that start the cycle again to see if there can be additional improvements.

To support sustainability planning, data will include cost efficiencies and track the success of WPC cost-avoidance strategies overall, and enable partner entities to access and analyze subsets of services and strategies. Services and interventions that result in appropriate resource allocation and/or reduced costs will be presented to the WPC Team with strategic recommendations for adjustments to current functions and/or allocations.

4.3 Participant Entity Monitoring

HHSA is the lead entity for the WPC Pilot and will be responsible for monitoring contracted partner entities. At the beginning of the Pilot, HHSA will draft policies and procedures on timely data collection, reporting, quality indicators, and outcome measures. These will be reviewed with the WPC Team to ensure a collaborative process.

There will be formal contracting and/or MOU arrangements between all participating entities. A clear scope of work with deliverables, timelines, and specification of services and applicable incentive payments will be developed for each contractor, including protocols and plans for monitoring the contract during the performance period.

At a minimum, program monitoring will verify that: (1) the contractor is held accountable to the service plan and metrics specified in the contract; (2) performance standards are met; and (3) the contractor records accurately reflect whether or not performance metrics and outcome measures have been achieved. Fiscal monitoring will verify that: (1) funding is used for allowable and budgeted activities; (2) proper documentation is provided to substantiate all expenditures; (3) the contractor does not exceed the contract maximum; (4) applicable fiscal records are maintained; and (5) the contractor has adhered to all applicable federal, state and county contract regulations.

Monitoring strategies will include both data review and site visits. Client, service, and outcome data will be reviewed on an ongoing basis to monitor timeliness of access to services; referrals to services; and client-and system-level outcomes. If an entity has difficulty submitting data, has ongoing barriers to services, and/or does not achieve planned outcomes, HHSA will provide additional technical assistance to remedy the issues.

Any noncompliance that may place performance of the agreement or success of the WPC Pilot in jeopardy if not corrected will be communicated to the participating entity in

writing with a request for an improvement/corrective action plan. The improvement plan will be presented to the WPC Team to identify particular areas of concern that could be addressed through technical assistance or through re-evaluation in accordance with PDSA. However, if the issue persists, a corrective action plan will be formally issued and the participating entity notified that failure to correct the issue may result in termination of the agreement.

SECTION 5. FINANCING

5.1 Financing Structure

Mendocino County's WPC Team reviewed current services, utilization, and costs of the target population and reviewed available data to identify gaps and reasonable budget requests for the identified service strategies. The WPC Team also reviewed the cost methodology of Round 1 proposals to identify similar strategies and determine the reasonableness of the amount of funding requested in relation to Mendocino County's proposed WPC Pilot activities. Through this process, the WPC Team has developed a financing structure that looks to maximize resources by leveraging funds outside of the WPC grant while connecting with and/or expanding existing programs wherever possible. For activities identified as current service gaps, the WPC Team will access WPC grant funds as appropriate. HHSA will develop contracts with participant entities and monitor payment processes with subcontractors/downstream providers. The Lead Entity will issue payments to contracted entities on a quarterly basis for incentive, fee for service claims and bundled services. Outcome payments are anticipated to be paid on an annual basis beginning with the completion of PY3.

WPC payments will go to downstream providers in the following key categories:

1. **Comprehensive Coordination of Care.** Coordination of care across primary care, hospital care, behavioral health services, and other specialty care will serve a range of needs and will be paid through per-member-per-month (PMPM) bundle payments, pay for reporting payments, and incentive payments.
2. **Housing Solutions.** This specialized service will focus on community integration, including helping participants to restore relationships with family members, and facilitate patient-centered long term housing solutions. Housing Solutions are incorporated into the Short Term Care Coordination PMPM, with additional supports through modest fee-for-service (FFS) payments, incentive payments, and pay for reporting payments.
3. **Peer Extension Workers.** These services will be delivered through the High Intensity Care Coordination for specific high priority WPC enrollees within the target population, and will be paid through delivery infrastructure funds and PMPM bundle payments.
4. **Mental Health Resource Center.** This expansion and enhancement of available services will develop a healthy-living day program and will be paid through delivery infrastructure funds and pay for reporting payments in coordination with the Comprehensive Coordination of Care.
5. **Mental Health Transitional Support.** This service will include non-Medi-Cal billable services to support intensive wrap-around supports for participants who are in temporary or transitional housing situations. Functioning as a mental health respite center, these services will be paid through FFS payments at a daily rate with planned average stay of 4 days, with up to 90 days based on need. Other services will be connected with incentive and reporting payments.
6. **Medical Respite.** This service expansion will utilize a 4-bed facility that will be paid through FFS payments at a daily rate with planned average stay of 4 days,

with up to 90 days based on need. Other services will be connected with incentive and reporting payments.

7. **Specialized SUDT Coordination** will help WPC enrollees with co-occurring conditions overcome substance abuse and dependence issues through better integration of their substance use disorder treatment services. This coordination will be paid through PMPM bundle payments. Other services will be connected with incentive and reporting payments.

The knowledge sharing that will occur across primary care, hospital services, substance use treatment services, and specialty mental health care will be invaluable in driving improvements to the delivery of care and achieving the Triple Aim of improving the experience of care, improving the health of the target population, and reducing costs. The WPC Pilot will help providers think about different ways of measuring success and receiving payment for services by focusing on health outcomes, shared incentives, and the value of the care they deliver, rather than only considering the amount and type of services they provide under a traditional grant or fee-for-service model. This will ideally result in providing better care at a lower cost in a patient-centered paradigm, resulting in improved health outcomes. Specialty behavioral health services, in particular, have not functioned in this way due to California's bifurcated Medi-Cal funding structures for specialty mental health services and the limited availability of SUDT for the Medi-Cal population, particularly in rural California.

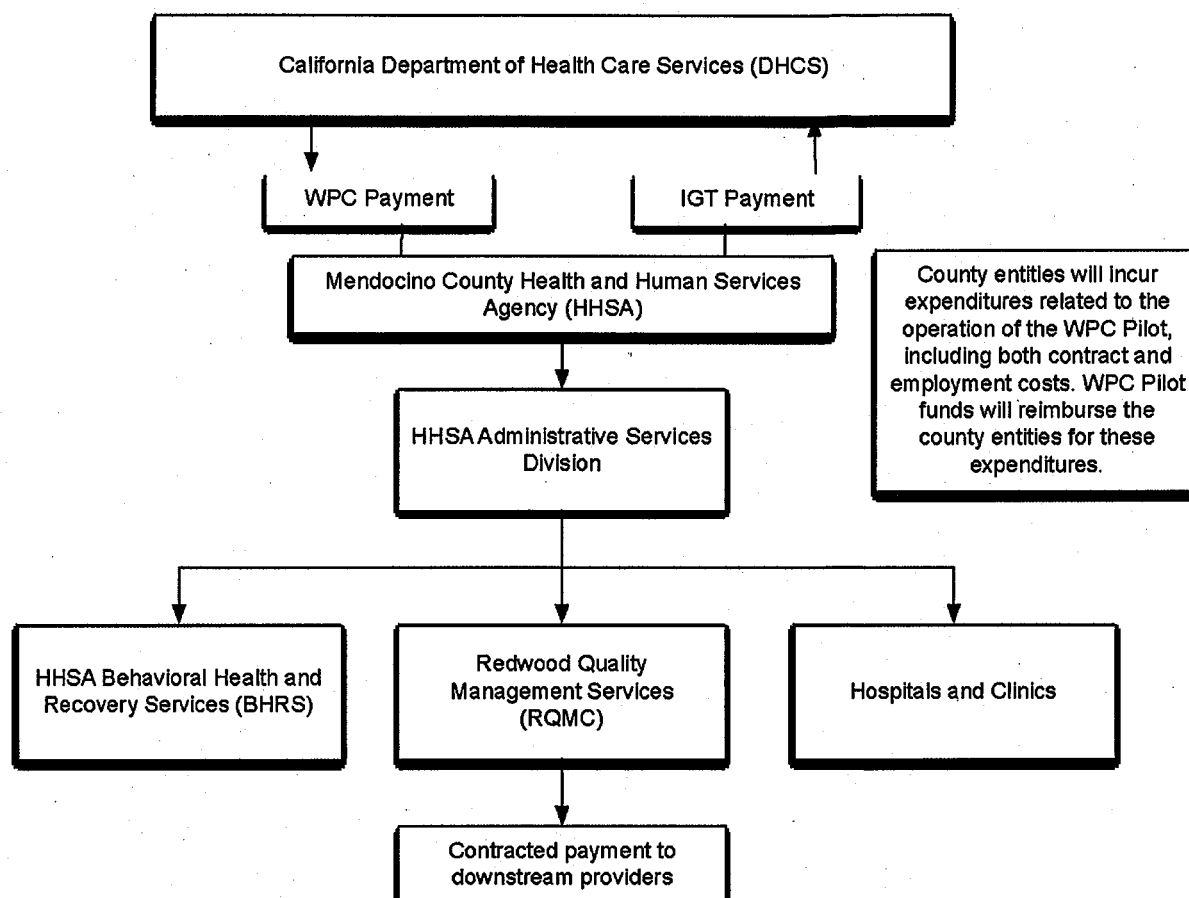
The WPC Pilot will use PMPM bundled payments, incentives, reporting, and outcome payments to build value-based approaches to services and payments. Pay for performance is a relatively new contracting model to most community providers, so this introduction will serve as a critical first step for launching a more long-term transition to contract performance reimbursement strategies for Mendocino County.

All program payments will be tracked in the county's existing financial software system. This system allows for the use of multiple coding options that will ensure all WPC Pilot payments are accurately classified for reimbursement. As the lead entity, HHSA will assign the oversight and governance for all financial aspects of the WPC Pilot through its Administrative Services Branch.

5.2 Funding Diagram

HHSA is the WPC Pilot Lead Entity. Local funds for the WPC Pilot will originate with the County of Mendocino, and HHSA will transfer funds through the Intergovernmental Transfer (IGT) process to receive WPC Pilot payments from DHCS. Funds will flow from DHCS to Mendocino County's HHSA Administrative Services Branch. Once received, HHSA Administrative Services will journal the revenue to the other HHSA Branches that are participating in the Pilot to cover internal staffing and infrastructure costs, as well as contracts with participating entities and downstream service providers for the WPC Pilot.

Figure 2. Funding diagram



5.3 Non-Federal Share

Mendocino County HHSA will provide the non-federal share for payments under the WPC Pilot. The sources of the non-federal share include Mental Health Services Act funds, realignment revenue, and other local revenue deemed appropriate. All of the non-federal share of funds are already within or will be coming from the appropriations specific to Mendocino County HHSA using the county's budgeting and financial software system.

5.4 Non-Duplication of Payments and Federal Financial Participation

Mendocino County is not currently part of the State Plan for Medi-Cal's Targeted Case Management (TCM) benefit. Mendocino County does bill for other Medi-Cal eligible services (specifically through Specialty Mental Health Services). The County will leverage the WPC Pilot opportunity to explore implementation and sustainability possibilities of certain service strategies through TCM.

5.5 Funding Request

In addition to this summary budget and narrative, please refer to the Mendocino County WPC Pilot Application – Excel Budget Workbook.

Mendocino County's budget uses all seven of the budget categories allowable within the WPC Pilot's budget template: Administrative Infrastructure, Delivery Infrastructure, Incentive Payments, FFS Services, PMPM Bundles, Pay for Reporting, and Pay for Outcomes. The activities detailed below are attributable to the different categories.

ADMINISTRATIVE INFRASTRUCTURE

Administrative Infrastructure includes county staff positions to perform program oversight, policy and procedure development, and program implementation as well as operating costs for these activities. This budget includes staffing to oversee data analysis for evaluation, and contract and fiscal monitoring for the WPC pilot. Personnel and fringe benefits are prorated as to the percent of time dedicated to the WPC pilot.

Personnel

Position	FTE	Annual Salary	PY2 (6 months)	PY3	PY4	PY5
Project Director	0.50	94,975	23,744	47,488	47,488	47,488
Program Coordinator	1.00	75,130	37,565	75,130	75,130	75,130
Data Analyst	1.00	64,179	32,090	64,179	64,179	64,179
Fiscal Analyst	Y2: 1.00 Y3: 0.50 Y4-5: 0.25	64,179	32,090	32,090	16,045	16,045
TOTALS			125,489	218,887	202,842	202,842

Fringe benefits

Position	Percent of Total Compensation	PY2 (6 months)	PY3	PY4	PY5
Project Director	41.7%	16,977	33,954	33,954	33,954
Program Coordinator	39.7%	24,726	49,452	49,452	49,452
Data Analyst	40.3%	21,676	43,351	43,351	43,351
Fiscal Analyst	40.3%	21,676	21,676	10,838	10,838
TOTALS		85,055	148,433	137,595	137,595

Other costs

Item	Calculation	PY2 (6 months)	PY3	PY4	PY5
Communication	See below	2,905	2,490	2,283	2,283
Office supplies	See below	545	931	524	177
Data processing	See below	350	600	550	550
Legal fees	See below	4,000	3,600	1,600	1,600
Education and training	See below	2,625	4,500	4,125	4,125
Design and printing	See below	3,000	3,125	1,000	2,500
Equipment	See below	2,625	4,500	0	0
Travel: In county	See below	2,418	7,254	7,254	6,045
Travel: Out of county	See below	900	3,250	2,600	2,600
TOTALS		19,368	30,250	19,936	19,880

Other costs include the County fiscal system's categories for operations, services and supplies. In summary these costs include:

- Communication. The expense unit of \$830 for this category is based on the costs to provide communications for one FTE included within the Administrative Infrastructure for the Pilot Year. The amount is prorated for individuals whose duties are not 100% dedicated to the WPC Pilot. The communication package unit for 1.0 FTE is comprised of the subscription costs of one landline and one cell phone for the PY. One time purchase costs for communications equipment are included in the details listed in the Equipment category of the Administrative Infrastructure budget.
- Office supplies. The unit of measurement for office supplies is based on one year's estimated costs for the Administrative Infrastructure personnel. These costs include printer service, toner, folders, printing brochures and training supplies, paper, pens, etc., and are budgeted with a decrease in reliance on this funding over the project years.
- Data processing. The expense unit of \$200 for this category is based on the costs to provide data processing for one FTE included within the Administrative Infrastructure for one Pilot Year. The amount is prorated for individuals whose duties are not 100% dedicated to the WPC Pilot. Costs include County information technology standard budgeted costs for software and hardware upgrades.
- Legal fees. The expense unit of \$200 for this category is based on an hourly rate of \$200 per hour. These costs are direct charges for County Counsel/legal support of program and data sharing agreements, as well as contract review and approval. Most of these costs will occur during PY2 and PY3 of the project as legal agreements are developed and finalized.
- Education and training. The expense unit is based on a training rate of \$1,500 per County employee as part of their negotiated benefits. The amount is prorated for individuals whose duties are not 100% dedicated to the WPC Pilot. Costs include professional development for the employee, including professional education, workshop and conference registration fees and materials.
- Design and printing. The expense unit of \$125 for this category is based on an hourly rate of \$125 per hour. Costs include graphic design, marketing and technical writing for brochures, reports, data summaries, etc. These costs will be highest at the beginning and end of the project (PY2 and PY5).
- Equipment. This expense unit is based on the average County costs per FTE to receive the necessary equipment within the Administrative Infrastructure. The amount is prorated for individuals whose duties are not 100% dedicated to the WPC Pilot. Costs include assets that are one-time costs, such as furniture, computer, printer, and tablet and phone equipment for project staff. These items will be purchased by the end of PY 3.
- Travel: In County. Costs include travel to partner locations and project sites for meetings and monitoring, as well as garage services. Mileage costs are budgeted to be reimbursed at Mendocino County's current approved rate of \$0.50 per mile.

- **Travel: Out of County.** The expense unit is based on an average of regional and state/Sacramento travel costs for Mendocino County personnel. The maximum units are based on the maximum number of trips anticipated per year. Costs include travel (e.g. mileage, airfare, per diem) for professional development and conferences specific to the WPC Pilot. This includes regional collaboration with other counties that are part of Partnership Health Plan of California (PHC), which is Mendocino County's Medi-Cal Managed Care Plan.

DELIVERY INFRASTRUCTURE

Delivery Infrastructure includes funding for development of the data sharing hub and methodologies to evaluate the quality, quantity and timeliness of the data. Delivery infrastructure also includes specific program development and infrastructure costs that are not attributable to direct services to WPC enrollees. These costs include infrastructure development for the Mental Health Resource Center, data integration and process improvements based on continuous assessment using PDSA.

The infrastructure for the Mental Health Resource Centers includes one-time costs for facility improvements and equipment and furniture purchase and set up in PY2 and PY3. The 5 participating entities, as well as the 5 downstream behavioral health providers, estimate that they need approximately \$7,500 each to set up their data systems to interface with the WPC data infrastructure. Another \$2,500 per entity/provider has been set aside in PY3-PY5 to build on the initial project design and assure that the program and identified process improvements can be fully integrated and supported by each participating entity and downstream provider. Funding can also support on-going PDSA based data evaluations and the implementation of identified improvements to assure whole person care is being implemented across primary care, hospital and specialty health care, specialty mental health care and substance use disorder treatment services.

The infrastructure for Homeless Services includes one-time costs for 7 homeless service providers for data compatibility needs and supports. The estimated combined one-time needs total \$50,000 in PY2.

Delivery infrastructure summary

Item	Calculation	PY2 (6 months)	PY3	PY4	PY5
Mental Health Resource Centers – equipment, facility improvements, other one-time costs	<i>Based on one-time cost estimates from WPC CBO partners</i>	35,000	8,731	0	0
Data compatibility and PDSA evaluation support for each provider	<i>\$7,500 x 10 in PY2; \$2,500 x 10 in PY3-PY5</i>	75,000	25,000	25,000	25,000

Item	Calculation	PY2 (6 months)	PY3	PY4	PY5
Homeless Services – Data hub compatibility and infrastructure support for 7 homeless service providers	Based on one-time cost estimates from WPC CBO partners	50,000	0	0	0

INCENTIVE PAYMENTS

Incentive Payments for downstream providers include the four subcategories of hospitals, clinics, behavioral health providers, and homeless service providers. This program of incentive payments was developed in consultation with participating entities based on the best strategies to support comprehensive participation. The Lead Entity is responsible for capturing all data and information required to validate that requirements for each element have been met and to issue quarterly payments to successful participating entities. Incentive payments will recognize participating entities for:

- Attendance and participation in Governance meetings;
- Participation in complex care coordination meetings;
- Attendance at education and training programs;
- Participation in PDSA and quality improvement activities that support the WPC Pilot services and project goals.

Incentive payments

Incentives	Calculation	PY2 (6 months)	PY3	PY4	PY5
Hospitals	2 hospitals* x up to \$50,000/year	25,000	100,000	100,000	100,000
Clinics	2 clinic systems x up to \$62,500/year	100,000	125,000	125,000	125,000
Behavioral health providers	7 providers x up to \$20,000/year	70,000	140,000	140,000	140,000
Homeless service providers	7 providers x up to \$10,000/year	35,000	70,000	70,000	70,000
TOTALS		230,000	435,000	435,000	435,000

Hospital providers can receive up to \$50,000 annually in incentive payments. *One hospital will begin participating in PY2, with the second hospital joining the project in PY3. Participating Primary Care Clinic systems can receive up to \$62,500 annually, and behavioral health providers can receive up to \$20,000 annually. Homeless service providers can receive up to \$10,000 annually in incentive payments for participating in coordinated care plans and training programs to adapt their protocols, procedures, and Homeless Management Information System (HMIS) to better serve WPC enrollees. Incentive payments by program year can be found in the Budget Detail in Mendocino County's Excel Budget Workbook.

FEE FOR SERVICE (FFS) PAYMENTS

Fee for Service (FFS) payments have been established for four service modalities. Fees are based on available FFS information and the detail for each program year for these specific services can be found in the Budget Detail in Mendocino County's Excel Budget Workbook. These services include:

1. **Medical respite** services for the target population (\$154 per bed day) will be provided in a 4-bed facility that will allow WPC enrollees to stay for a planned average of 4 days duration dependent upon their needs, up to 90 days. Bed day rate includes clinical staffing to provide physical and mental health care needs, medication management, additional supports to decrease barrier behaviors that result in the need for higher level care; and non-clinical staffing to provide ancillary services such as, access to occupational and life skill classes, and supervision and connection with all other available services. Each WPC enrollee will have a tailored plan of care developed by the WPC Team.

2. **Mental health transitional support** services (\$150 per day) will provide intensive supportive services needed post discharge from a hospital or skilled nursing facility. The rate includes clinical staffing to address physical health care needs, additional supports to decrease barrier behaviors that result in the need for higher level care, medication management, and non-clinical staff to provide occupational needs and daily living skills. Supervision and connection with all other available services including a tailored plan of care in coordination with the WPC Team. Services to WPC enrollees in this six-bed facility will be authorized for an average stay of 4 days duration dependent upon their needs, up to 90 days. Each WPC enrollee will have a tailored plan of care developed by the WPC Team.

3. **Family finding** services will support WPC enrollees, when possible, to restore family and social relationships. Services provided to adults are modeled after services used in the youth fostering and child welfare system to find disengaged family members and facilitate relationship restoration. This service will facilitate reintegration of the WPC enrollee into the community through the psychosocial supports that are developed through establishing or re-establishing supports. The rate of \$50 covers the technology and staffing costs to facilitate one report that can be used by the care coordination team to develop family plans.

FFS payments

FFS	Calculation	PY2 (6 months)	PY3	PY4	PY5
Medical Respite	\$154/person/bed-day x 160 bed-days in PY2 540 bed-days in PY3 550 bed-days in PY4 450 bed-days in PY5	24,640	83,160	84,700	69,300

FFS	Calculation	PY2 (6 months)	PY3	PY4	PY5
Mental Health Transitional Support	\$150/person/bed-day x 750 bed-days in PY2 1550 bed-days in PY3 1500 bed-days in PY4 1400 bed-days in PY5	112,500	232,500	225,000	210,000
Family Finding for relationship restoration	\$50/person/family finding search x 20 searches in PY2 70 searches in PY3 70 searches in PY4 70 searches in PY5	1,000	3,500	3,500	3,500
TOTALS		138,140	319,160	313,200	282,800

BUNDLED PER-MEMBER-PER-MONTH (PMPM) PAYMENTS

Bundled PMPM payments include the services associated with Comprehensive Care Coordination and Peer Extension Services. These services will be tracked and communicated through the assessment and referral process, and will be affirmed and continued through the concurrence of the care managers who work together through the Adult Multidisciplinary Team.

PMPM bundle summary

Item	Calculation	PY2 (6 months)	PY3	PY4	PY5
<i>Bundle 1: Care Coordination</i>	PY2: \$564 PMPM, 300 MM PY3: \$564 PMPM, 1020 MM PY4: \$564 PMPM, 1112 MM PY5: \$564 PMPM, 1166 MM	169,200	575,280	627,168	657,624
<i>Bundle 2: High Intensity Care Coordination</i>	PY2: \$816 PMPM, 240 MM PY3 - PY5: \$816 PMPM, 840 MM	195,840	685,440	685,440	685,440
TOTALS		365,040	1,260,720	1,312,608	1,343,064

PMPM bundle 1: Care Coordination

The **Care Coordination** bundled payment is intended to provide coordination for medium to high risk individuals needing short term assistance. An assessment process that is comprehensive, multi-disciplinary, and client-centered will help develop a tailored plan for the WPC enrollee to receive this bundle service for no more than 180 continuous days. Short term comprehensive care coordination will be provided to WPC enrollees who have been diagnosed with a current DSM-V diagnosis of a serious mental health disorder and demonstrate a need for care coordination by virtue of their history and current level of functioning. It is anticipated that most WPC enrollees will need this entry level of care coordination across primary care, hospital and specialty care, and specialty mental health services. This bundle includes a clinical manager who will function

as the Integrated Care Specialist to assure that comprehensive assessments are completed for every WPC enrollee and that the assessment process includes the involvement of clinic, hospital and specialty mental health providers who participate on the Adult Multidisciplinary Team. The Integration Specialist will be contracted through the County's contracted Administrative Services Organization (ASO) for adult mental health services, which functions as a third party administrator and program coordinator for most of the County's mental health services. The ASO will oversee infrastructure and payments in order to support the assessment process for behavioral health service providers and WPC enrollee participation; coordinate with the Mental Health Resource Centers to assure there are adequate education and support services; and, oversee clinical integrity of assessment processes in coordination with the WPC pilot's data infrastructure.

The care coordination bundle also includes specialized substance use treatment coordinated through the ASO, and two positions that will be County positions due to their specialized nature. These positions include a specialist to coordinate and support Assisted Outpatient Treatment (AOT) and a specialist to assist with housing and tenancy issues for WPC enrollees who need additional intensive services in these specialized areas of care and coordination.

WPC enrollees will step down to a lower level of mental health services as their level of needs and functioning improves, but will continue to be assessed at six month intervals to assure that their needs continue to be met and their functioning continues to remain stabilized. Therefore, this Care Coordination bundle allows for a bi-annual assessment for every target population participant and the support of the Adult Multidisciplinary Team to determine appropriate next steps and follow up, which could include referral to the High Intensity Care Coordination bundle that provides intensive Peer Extension Services, links to other fee for service programs, or other services available in the community.

The Care Coordination bundle includes the further development of tenancy education and curriculum that is specific to this target population, as well as other housing policy and infrastructure development. Because of the balance of fixed versus variable costs in this bundle, there is a clear economy of scale as the WPC Pilot serves more members of the target population and develops a shared risk and service delivery model over the period of the WPC Pilot. In PY2, some costs will be provided through County supported start-up funding as described below.

PMPM bundle 1: Care Coordination

Item	Calculation	PY2 (6 months)	PY3	PY4	PY5
Integration Specialist	1 FTE	48,000	96,100	96,100	96,100
ASO Admin Support	1 FTE by PY4	0	31,745	42,330	42,320
ASO Data Support	1 FTE by PY4	0	41,775	55,700	55,700

Item	Calculation	PY2 (6 months)	PY3	PY4	PY5
Assessment incentives and participation costs	PY2: 50 WPC enrollees PY3: 170 enrollees PY4: 280 enrollees PY5: 330 enrollees x \$200 per year	10,000	34,000	56,000	66,000
Dual Diagnosis Consulting	\$100 per hour	14,000	38,000		
Substance Use Treatment	1 FTE	52,300	104,600	104,600	104,600
Tenancy Consulting	\$100 per hour	7,400	20,000	10,400	
Housing Coordinator	.5 FTE - 1 FTE	0	37,645	56,390	75,130
Benefits for Housing Coordinator	.5 FTE - 1 FTE	0	24,725	37,118	49,684
AOT Coordinator	.5 FTE - 1 FTE	County start	37,565	37,565	37,565
Benefits for AOT Coordinator	.5 FTE - 1 FTE	if needed	24,725	24,725	24,725
Mental Health Resource Centers Staffing liaison	\$25,000 per site	37,500	75,000	75,000	75,000
Training/classes at Resource Centers	\$100 per hour, 6 hours/week by PY4	County start up if needed	9,400	31,200	30,800
TOTALS		169,200	575,280	627,128	657,624

PMPM bundle 2: High Intensity Care Coordination

The **High Intensity Care Coordination** bundle incorporates evidence-based peer supportive services and will be overseen by a clinical manager that will be hired through the Administrative Services Organization (ASO). This set of care coordination services is designed as a longer term care coordination bundle for individuals with high needs that are likely to persist over time. Intensive coordination will focus on maintaining engagement and focus on the health/recovery needs and establishing/maintaining a level of independence. WPC enrollees will be re-evaluated every 180 days for continuation in this High Intensity Care service.

The clinical manager that will oversee the High Intensity Care Coordination bundle will help facilitate the placement of Peer Extension Workers with individual WPC Pilot enrollees. These will be paid Peer Extension Worker positions that serve a small number of WPC enrollees and provide intensive supports to WPC enrollees that are not available through current Medi-Cal billable case management services, including transporting WPC enrollees to appointments, attending peer recovery meetings, aiding in the establishment of healthy social supports, and sharing personal experiences related to system navigation and/or health and wellness activities.

The High Intensity Care Coordination and Peer Extension Services will be provided to WPC enrollees who have been diagnosed with a current DSM-V diagnosis of a serious mental health disorder and demonstrate a need for higher

levels of intensive care coordination based on their level of functioning and high acuity needs. Peer Extension Services provide an alternative to inpatient psychiatric treatment when a WPC enrollee is not a danger to self/others but requires more intensive supportive services. It is estimated that 70 WPC enrollees will be served annually through this intervention based on current data analysis. WPC enrollees will be moved to lower level of care services as their acuity stabilizes and level of functioning improves across the priority areas of housing stability, substance abuse recovery, and utilization of medical and behavioral health services.

The program anticipates 10 FTE Peer Extension Workers at no more than 7 WPC enrollees per 1 FTE, but anticipates that most Peer Extension Workers will work part time so the total number of Peer Extension Workers being supported by the clinical manager will be more than 10. The clinical manager will work with the existing case management supervisors to provide ongoing professional and personal development supports to the Peer Extension Workers. The clinical manager will help assure that Peers Extension Workers are receiving the training and support needed to provide effective services.

Bundled services include participation on care coordination teams and development of a patient-centered care plan, coordination with housing support services, coordination with the mental health resource center, mental health, substance use and primary care/medical providers, home visits, transportation, medication and health literacy connections, and access to other daily living needs and eligible programs. This will include the coordination and support of Mobile Engagement and Prevention Services (MEPS) to help engage physically and/or socially isolated WPC enrollees who are difficult to reach, including liaison with law enforcement when needed. MEPS are specifically designed to focus on the more rural areas of the County where services are more difficult to access and there is more social isolation. Because of the close coordination with law enforcement, MEPS will particularly be considered for those WPC enrollees who have a recent incarceration and have a mental illness and/or at risk for incarceration due to a mental health issue. As WPC enrollees become engaged in services and their level of outreach support needs decrease they are transitioned out of MEPS support services.

This PMPM bundle related to the intensive wrap around services of peer extension workers and enhanced case management is designed to serve the highest priority target population members each month and is valued at \$816 PMPM with an estimated 840 member months annually.

PMPM bundle 2: High Intensity Care Coordination

Item	Calculation	PY2 (6 months)	PY3	PY4	PY5
Clinical Manager	1 FTE – ASO provider	48,000	96,100	96,100	96,100
Admin Support	1 FTE – ASO provider	20,920	42,330	42,330	42,330
CBO provider vehicle charges	Vehicle maintenance for 5 CBO providers	8,000	20,000	20,000	20,000

Item	Calculation	PY2 (6 months)	PY3	PY4	PY5
Peer Extension Workers	10 FTE by PY2 through CBO providers	111,000	370,000	370,000	370,000
Training for case managers	\$110 per hour/4 hours per month	2,640	5,280	5,280	5,280
Training for peer extenders	\$110 per hour/8 hours per month	5,280	10,560	10,560	10,560
MEPS specialist	1 FTE	County start	50,230	50,230	50,230
MEPS benefits	1 FTE	County start	32,650	32,650	32,650
Sheriff's tech	1 FTE	County start	35,755	35,755	35,755
Sheriff's tech benefits	1 FTE	County start	22,535	22,535	22,535
TOTALS		195,840	685,440	685,440	685,440

PAY FOR METRIC REPORTING

Pay for Metric Reporting proposes to pay for specific universal metrics and variant metrics that represent provider-specific data elements that must be called out and tracked in a new way to meet the quality improvement goals of the WPC Pilot. The Pay for Metric Reporting payment recognizes the value of specific metrics to address WPC enrollee health status, link traditional HEDIS information with behavioral health HEDIS elements, develop shared understanding of data related to value-based payments, and the potential for further health system improvements. These metrics include: follow up after hospitalization for mental illness, initiation and engagement with alcohol and other drug dependence treatment, suicide risk assessment data, comprehensive diabetes care, and controlling blood pressure. Although higher payments were budgeted in some of the Round 1 proposals, Mendocino's modest reporting payments are acceptable for the two clinic systems and the community based ASO for adult mental health services who will be reporting these five metrics. Up to \$10,000 per metric per year will be available for most data sets. The Lead Entity will receive these complete data sets from the clinics and will issue payments to these two participating entities bi-annually for successfully reporting this data.

Up to \$15,000 is available for reporting WPC enrollee engagement with alcohol and other drug dependence treatment because it will be a new process for the ASO and its subcontracting entities to develop and report. The Lead Entity is responsible for receiving data on *mental illness follow up after hospitalization* and *alcohol and drug treatment* from the ASO and will issue payments bi-annually for successfully reporting this data.

Item	PY2 (6 months)	PY3	PY4	PY5
Suicide risk assessment	5,000	10,000	10,000	10,000
Comprehensive diabetes care	5,000	10,000	10,000	10,000
Controlling blood pressure	5,000	10,000	10,000	10,000
Follow-up after hospitalization for mental illness	5,000	10,000	10,000	10,000

Item	PY2 (6 months)	PY3	PY4	PY5
Initiation and engagement for alcohol and other drug dependence treatment	7,500	15,000	15,000	15,000
TOTALS	27,500	55,000	55,000	55,000

PAY FOR METRIC OUTCOME ACHIEVEMENT

Pay for Metric Outcome Achievement includes payments for achieving the WPC Pilot goals of improving follow up after hospitalization for mental illness and initiation and engagement with alcohol and other drug dependence treatment by at least 5% annually. These two outcome measures were selected by the WPC Team because of their potential to improve the experience of care, improve the health of the target population, and reduce overall costs. Across behavioral health, primary care, and hospital providers there is a shared vision that access to substance use treatment services and supports for WPC enrollees in high-risk mental health transitions will result in better health outcomes, improved patient experiences, and reduced costs across traditional health care and behavioral health care delivery systems. In a rural area that covers a vast geography, there are concerns about meeting these outcome and quality goals. Mendocino County selected an outcome payment incentive structure that includes the ability to provide value-based outcome payments to downstream behavioral health providers who are less familiar with value-based incentives than their clinical partners in the field. All downstream providers in the WPC Pilot will be eligible to receive outcome payments following successful maintenance of each of the baseline data categories in PY 2. The seven behavioral health providers in the Pilot will be able to receive additional outcome incentives in PY3 – PY5 as the downstream providers responsible for assuring the bi-annual assessment of the target population. They will be eligible to receive outcome payments in PY3 – PY5 for annual achievement of the two outcome goals of improving follow up after hospitalization for mental illness and initiation and engagement with alcohol and other drug dependence treatment.

Pay for metric outcome achievements

Item	PY2 (6 months)	PY3	PY4	PY5
Maintain baseline metrics	200,000	0	0	0
5% increase in follow-up after hospitalization for mental illness	0	100,000	100,000	100,000
5% increase in initiation and engagement for alcohol and other drug dependence treatment	0	100,000	100,000	100,000
TOTALS	200,000	200,000	200,000	200,000

LETTERS OF PARTICIPATION AGREEMENT

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Mendocino County Health & Human Services Agency
Healthy People, Healthy Communities
Tammy Moss Chandler, Director



February 23, 2017

Sarah Brooks, Deputy Director
Health Care Delivery Systems
Department of Health Care Services
1500 Capitol Ave
Sacramento, CA 95814

RE: Mendocino County Whole Person Care Pilot Application, Round 2

LETTER OF PARTICIPATION AGREEMENT

Mendocino County's **Health and Human Services Agency** is writing this letter as Lead Entity in Mendocino County's application for funding for Round 2 of the Whole Person Care Pilot Program. We are thrilled to lead and coordinate this project and hereby express our commitment to participate as described in the application.

Health and Human Services Agency will provide leadership and oversight throughout the grant period. Specifically, we will support the project by:

- Serving as Lead Entity through the application phase and all implementation phases.
- Hiring and supervising Project Director, Project Coordinator, Data Coordinator and other relevant support staff to the project.
- Facilitating and coordinating regular partnership meetings of the Whole Person Care Team and Adult Multidisciplinary Care Team meetings, as required.
- Ensuring the collection of consistent data.
- Collecting and reporting project, financial and client data, as required.
- Developing and executing contracts with subcontractors, as described in the application.

Through the proposed services and strategies, we believe that clients with severe mental illnesses will experience improved mental health and health outcomes. As a result, the county will experience reduced costs related to unnecessary emergency room utilization and hospitalizations.

A review of local data and existing resources makes it clear that Mendocino County has a great need for the services that will be provided. With the proposed funding from the Whole Person Care Pilot Project, people challenged with mental health issues will have a new and better resource that will improve the effectiveness of the services they receive.

Sincerely,

Tammy Moss Chandler, Director
Mendocino County Health and Human Services Agency

Page



February 15, 2017

Sarah Brooks, Deputy Director
Health Care Delivery Systems
Department of Health Care Services
1500 Capitol Ave
Sacramento, CA 95814

Dear Ms. Brooks,

Partnership HealthPlan of California (PHC) is pleased to submit this letter of support as a Participant Entity in Mendocino County's application for funding for Round 2 of the Whole Person Care (WPC) Pilot Program. We are excited about participating in this project and hereby express our commitment to participate as described in the application.

PHC will be an active partner throughout the grant period. Specifically, we will support the project by:

- Participating in regular coordination meetings, as required
- Working with the County and WPC partners to ensure collection of consistent data
- Providing project and client data, as required

Through the proposed services and strategies, we believe that clients with severe mental illnesses will experience improved mental health and health outcomes, and as a result the county will experience reduced costs related to unnecessary emergency room utilization and hospitalizations.

A review of local data and existing resources makes it clear that Mendocino County has a great need for the services that will be provided. With the proposed funding from the Whole Person Care Pilot Project, people challenged with mental health issues will have a new and better resource that will improve the effectiveness of the services they receive.

PHC is looking forward to working closely with the Mendocino County Health and Human Services Agency and other partners to ensure the success of this project, and we urge your support for this application.

Sincerely,

A handwritten signature in black ink, appearing to read "Liz Gibbonney".

Liz Gibbonney
Chief Executive Officer
Partnership HealthPlan of California

Page

4665 Business Center Drive, Fairfield, CA 94534
(707) 863-4100 • fax (707) 863-4117



2/22/2017

Sarah Brooks, Deputy Director
Health Care Delivery Systems
Department of Health Care Services
1500 Capitol Ave
Sacramento, CA 95814

RE: Mendocino County Whole Person Care Pilot Application, Round 2

LETTER OF PARTICIPATION AGREEMENT

Redwood Quality Management Company is writing this letter as a Participant Entity in Mendocino County's application for funding for Round 2 of the Whole Person Care Pilot Program. We are excited about participating in this project and hereby express our commitment to participate as described in the application.

Redwood Quality Management Company is an Administrative Services Organization contracted to provide oversight of Mental Health services for Mendocino County Behavioral Health and Recovery Services. RQMC ensures that mental health services are available, appropriate and accessible to Mendocino County Beneficiaries across the lifespan. The Whole Person Care Program will facilitate the coordination of care for our beneficiaries with mental health, substance use and medical needs.

Redwood Quality Management Company will be active partners throughout the grant period. Specifically, we will support the project by:

- Participating in regular coordination meetings, as required.
- Working with HHSA and WPC partners to ensure collection of consistent data.
- Collecting and reporting project and client data, as required.
- Facilitate coordination between Mendocino County Behavioral Health and Recovery Services and our contracted providers.

Through the proposed services and strategies, we believe that clients with severe mental illnesses will experience improved mental health and health outcomes, and as a result the county will experience reduced costs related to unnecessary emergency room utilization and hospitalizations.

A review of local data and existing resources makes it clear that Mendocino County has a great need for the services that will be provided. With the proposed funding from the Whole Person Care Pilot Project, people challenged with mental health issues will have a new and better resource that will improve the effectiveness of the services they receive.

Redwood Quality Management Company is looking forward to working closely with the Mendocino County Health and Human Services Agency and other partners to ensure the success of this project, and we urge your support for this application.

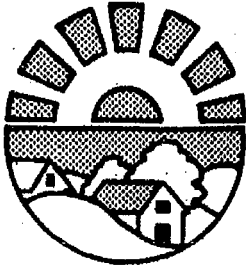
Sincerely,

Tim Schraeder, CEO

tims@ramc.org

707-472-0350

Page



COMMUNITY DEVELOPMENT COMMISSION Of Mendocino County

1076 N. State St., Ukiah, CA 95482

707/463-5462
FAX: 707/463-4188
TDD: 707/463-5697

February 15, 2017

Sarah Brooks, Deputy Director
Health Care Delivery Systems
Department of Health Care Services
1500 Capitol Ave
Sacramento, CA 95814

RE: Mendocino County Whole Person Care Pilot Application, Round 2

LETTER OF PARTICIPATION AGREEMENT

Community Development Commission of Mendocino County (CDC), the Housing Authority for Mendocino County, is writing this letter as a Participant Entity in Mendocino County's application for funding for Round 2 of the Whole Person Care Pilot Program. We are excited about participating in this project and hereby express our commitment to participate as described in the application.

As Mendocino County's Housing Authority, we administer housing assistance programs such as Housing Choice Voucher (Section 8), Continuum of Care rental assistance and Veterans Affairs Supportive Housing (VASH). We also own and operate affordable housing throughout our county. Affordable housing is in a state of crisis right now in California. The need is far greater than what is available. It is especially difficult for our folks who are severely mentally ill. There is an urgent need for them to find and stay in stable housing solutions and they will need help for this to happen.

Continuum of Care has coordinated entry locations that would partner well with the proposed activities of the Whole Person Care Program. What is really needed is the next step: Housing Case Manager(s) who are dedicated to the continued care that will keep folks in a stable situation. We have seen having dedicated Housing Case Managers from the Veterans Administration as being the key to success in that program.

Community Development Commission of Mendocino County is fully supportive of this application and program. As such, we will be active partners throughout the grant period. Specifically, we will support the project by:

- Participating in regular coordination meetings, as required.
- Working closely with the Whole Person Care project's Housing Coordinator to make sure that we are collaborating effectively to see stable housing for WPC participants.
- Collecting and reporting project and client data, as required.
- Coordinating this program with Coordinated Entry partners in Continuum of Care.

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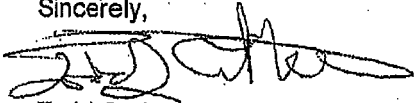


Through the proposed services and strategies, we believe that clients with severe mental illnesses will experience improved mental health and health outcomes, and as a result the county will experience reduced costs related to unnecessary emergency room utilization and hospitalizations.

A review of local data and existing resources makes it clear that Mendocino County has a great need for the services that will be provided. With the proposed funding from the Whole Person Care Pilot Project, people challenged with mental health issues will have a new and better resource that will improve the effectiveness of the services they receive.

Community Development Commission of Mendocino County is looking forward to working closely with the Mendocino County Health and Human Services Agency and other partners to ensure the success of this project, and we urge your support for this application.

Sincerely,



Todd Crabtree
Executive Director
Community Development Commission of
Mendocino County
(707) 463-5462 X112

Page



MCHC HEALTH CENTERS

333 Laws Avenue, Ukiah, CA 95482 • (707) 468-1010 • www.mchcinc.org

February 15, 2017

Sarah Brooks, Deputy Director
Health Care Delivery Systems
Department of Health Care Services
1500 Capitol Ave
Sacramento, CA 95814

RE: Mendocino County Whole Person Care Pilot Application, Round 2

LETTER OF PARTICIPATION AGREEMENT

Mendocino Community Health Clinic (MCHC) is writing this letter as a Participant Entity in Mendocino County's application for funding for Round 2 of the Whole Person Care Pilot Program. We are excited about participating in this project and hereby express our commitment to participate as described in the application.

MCHC is an existing non-profit 501(c)(3), Federally Qualified Health Center. Since our inception in 1992, we have grown to serve more than 31,000 patients annually at our three health center sites: Hillside Health Center, Ukiah; Little Lake Health Center, Willits; and Lakeside Health Center in Lakeport. Our health care services include comprehensive medical care, women's health, integrated behavioral health and substance abuse services, oral health care, and specialty services. Our mission is dedicated to providing the highest quality healthcare for everyone in our communities.

MCHC will be an active partner throughout the grant period. Specifically, we will support the project by:

- Participating in regular coordination meetings, as required.
- Working with HHSA and WPC partners to ensure collection of consistent data.
- Collecting and reporting project and client data, as required.
- Providing a health home to project clients assigned to MCHC.

Through the proposed services and strategies, we believe that clients with severe mental illnesses will experience improved mental health and health outcomes, and as a result the county will experience reduced costs related to unnecessary emergency room utilization and hospitalizations.

A review of local data and existing resources makes it clear that Mendocino County has a great need for the services that will be provided. With the proposed funding from the Whole Person

HILLSIDE HEALTH CENTER
333 Laws Ave., Ukiah
(707) 468-1010
hillsidehealthcenter.org

LAKEVIEW HEALTH CENTER
5335 Lakeshore Blvd., Lakeport
(707) 263-7725
lakeviewhealthcenter.org

LITTLE LAKE HEALTH CENTER
45 Hazel St., Willits
(707) 456-9600
littl lakehealthcenter.org

A local nonprofit corporation providing access to health care for everyone in our community. MCHC is an equal opportunity provider and employer.

Care Pilot Project, people challenged with mental health issues will have a new and better resource that will improve the effectiveness of the services they receive.

MCHC is looking forward to working closely with the Mendocino County Health and Human Services Agency and other partners to ensure the success of this project, and we urge your support for this application.

Sincerely,



Carole Press
Chief Executive Officer
Mendocino Community Health Clinics
707-472-4511
ceo@mchcinc.org



Page

2

A local nonprofit corporation providing access to health care for everyone in our community. MCHC is an equal opportunity provider and employer.



Your Health Our Mission

Mendocino Coast Clinics, Inc.
Community Health Center
205 South Street, Fort Bragg, CA 95437
www.mccinc.org 707-964-1251

February 16, 2017

Sarah Brooks, Deputy Director
Health Care Delivery Systems
Department of Health Care Services
1500 Capitol Ave
Sacramento, CA 95814

RE: Mendocino County Whole Person Care Pilot Application, Round 2

LETTER OF PARTICIPATION AGREEMENT

Mendocino Coast Clinics(MCC) is writing this letter as a Participant Entity in Mendocino County's application for funding for Round 2 of the Whole Person Care Pilot Program. We are excited about participating in this project and hereby express our commitment to participate as described in the application.

Mendocino Coast Clinics is a FQHC located in rural Fort Bragg, CA. We provide Medical including Pediatrics, Women's Health and Primary Care, Dental and Behavioral Health services. We also have a Suboxane program to address patients with substance abuse disorders. In 2016-17 we serviced 10,504 individual patients. Of our 50,010 total visits, 35% were for Med-Cal beneficiaries.

Mendocino Coast Clinics will be active partners throughout the grant period. Specifically, we will support the project by:

- Participating in regular coordination meetings, as required.
- Working with HHSA and WPC partners to ensure collection of consistent data.
- Collecting and reporting project and client data, as required.

Through the proposed services and strategies, we believe that clients with severe mental illnesses will experience improved mental health and health outcomes, and as a result the county will experience reduced costs related to unnecessary emergency room utilization and hospitalizations.

A review of local data and existing resources makes it clear that Mendocino County has a great need for the services that will be provided. With the proposed funding from the Whole Person Care Pilot Project, people challenged with mental health issues will have a new and better resource that will improve the effectiveness of the services they receive.

Mission Statement

Page

*To build a healthy community by providing quality,
patient-centered health care to all coastal residents*



Your Health Our Mission

Mendocino Coast Clinics, Inc.
Community Health Center
205 South Street, Fort Bragg, CA 95437
www.mccinc.org 707-964-1251

Mendocino Coast Clinics is looking forward to working closely with the Mendocino County Health and Human Services Agency and other partners to ensure the success of this project, and we urge your support for this application.

Sincerely,

Lucresha Renteria
Executive Director
Mendocino Coast Clinics
lrenteria@mccinc.org
707-961-3433

Mission Statement

Page

*To build a healthy community by providing quality,
patient-centered health care to all coastal residents*

February 27, 2017

Sarah Brooks, Deputy Director
Health Care Delivery Systems
Department of Health Care Services
1500 Capitol Ave
Sacramento, CA 95814

RE: Mendocino County Whole Person Care Pilot Application, Round 2

LETTER OF PARTICIPATION AGREEMENT

I am writing to express my unequivocal support for Mendocino County's application for funding for Round 2 of the Whole Person Care Pilot Program. Ukiah Valley Medical Center is excited to be a Participant Entity in this project and hereby express our commitment to participate as described in the application.

Ukiah Valley Medical Center will be active partners throughout the grant period. Specifically, we will support the project by:

- Participating in regular coordination meetings, as required
- Working with HHSA and WPC partners to ensure collection of consistent data
- Collecting and reporting project and client data, as required
- Implementing a concierge-type service in our emergency room to facilitate and coordinate appropriate care for target population clients experiencing a mental health crisis
- Expanding and enhancing services in our medical respite program specifically for the target population.

Through the proposed services and strategies, we believe that individuals with severe mental illnesses will experience improved mental health and physical health outcomes, and as a result the county will experience reduced costs related to unnecessary emergency room utilization and hospitalizations.

A review of local data and existing resources makes it clear that Mendocino County has a great need for the services that will be provided. With the proposed funding from the Whole Person Care Pilot Project, people challenged with mental health issues will have a new and better resource that will improve the effectiveness of the services they receive.

Ukiah Valley Medical Center looks forward to working closely with the Mendocino County Health & Human Services Agency and other partners to ensure the success of this project and we urge your support for this application.

Best Regards,



Owen Matthews, Chief Executive Officer
Ukiah Valley Medical Center
707.463.7637 phone

Page



Mendocino County Health & Human Services Agency

Healthy People, Healthy Communities

Tammy Moss Chandler, Director

Anne Molgaard, Chief Operations Officer



February 22, 2017

Sarah Brooks, Deputy Director
Health Care Delivery Systems
Department of Health Care Services
1500 Capitol Ave
Sacramento, CA 95814

RE: Mendocino County Whole Person Care Pilot Application, Round 2

LETTER OF PARTICIPATION AGREEMENT

Mendocino County's Behavioral Health and Recovery Services Division is writing this letter as a Participant Entity in Mendocino County's application for funding for Round 2 of the Whole Person Care Pilot Program. We are excited about participating in this project and hereby express our commitment to participate as described in the application.

Our Behavioral Health and Recovery Services Division provides administration, oversight of and service delivery of Specialty Mental Health Services for individuals with severe mental illness who resident in our County. We also provide on-site administration and service delivery of Substance Use Disorders Treatment. We believe in delivering services in the least restrictive, most accessible environment within a coordinated system of care that is respectful of a person's family, language, heritage, and culture. Behavioral Health and Recovery Services has a very high level of interest in ensuring that our clients are able to become healthy and stay healthy physically, socially, and emotionally.

The Behavioral Health and Recovery Services Division will be an active partner throughout the grant period. Specifically, we will support the project by:

- Participating in regular coordination meetings, as required.
- Working with HHSA and WPC partners to ensure collection of consistent data.
- Collecting and reporting project, financial, and client data, as required.
- Participating as a full member of the Whole Person Care Team.
- Participating in all relevant Adult Multidisciplinary Care Team meetings, as needed.

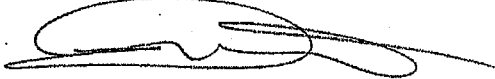
Through the proposed services and strategies, we believe that clients with severe mental illnesses will experience improved mental health and health outcomes, and as a result the county will experience reduced costs related to unnecessary emergency room utilization and hospitalizations.

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A review of local data and existing resources makes it clear that Mendocino County has a great need for the services that will be provided. With the proposed funding from the Whole Person Care Pilot Project, people challenged with mental health issues will have a new and better resource that will improve the effectiveness of the services they receive.

Behavioral Health and Recovery Services is looking forward to working closely with the Mendocino County Health and Human Services Agency and other partners to ensure the success of this project, and we urge your support for this application.

Sincerely,



Jenine Miller, Psy.D.
Assistant HHSA Director
Behavioral Health and Recovery Services
County of Mendocino
millerj@co.mendocino.ca.us

Page



Mendocino County Health & Human Services Agency
Healthy People, Healthy Communities



February 23, 2017

Sarah Brooks, Deputy Director
Health Care Delivery Systems
Department of Health Care Services
1500 Capitol Ave
Sacramento, CA 95814

RE: Mendocino County Whole Person Care Pilot Application, Round 2

LETTER OF PARTICIPATION AGREEMENT

Mendocino County's **Social Services Division** is writing this letter as a Participant Entity in Mendocino County's application for funding for Round 2 of the Whole Person Care Pilot Program. We are excited about participating in this project and hereby express our commitment to participate as described in the application.

The responsibilities of our Social Services Division include the following relevant programs and services: benefits determination for Medi-Cal coverage, Adult Protective Services, coordination and administration of In-Home Supportive Services (IHSS), and coordination of the Continuum of Care Coalition dedicated to ensuring adequate housing services for homeless individuals. Our division has a profound and sincere interest in providing high-quality services and support to the neediest individuals in our community, including those with Severe Mental Illness.

The Social Services Division will be active partners throughout the grant period. Specifically, we will support the project by:

- Participating in regular coordination meetings, as required.
- Working with HHSA and WPC partners to ensure collection of consistent data.
- Collecting and reporting HMIS, financial and client data, as required.
- Participating as a full member of the Whole Person Care Team.
- Assisting individuals with access to public assistance, including Medi-Cal.
- Participating in project components related to housing services, Adult Protective Services, and/or needed IHSS services

Through the proposed services and strategies, we believe that clients with severe mental illnesses will experience improved mental health and health outcomes, and as a result the county will experience reduced costs related to unnecessary emergency room utilization and hospitalizations.

A review of local data and existing resources makes it clear that Mendocino County has a great need for the services that will be provided. With the proposed funding from the Whole Person Care Pilot Project, people challenged with mental health issues will have a new and better resource that will improve the effectiveness of the services they receive.

Page

Our Social Services Division is looking forward to working closely with the Mendocino County Health and Human Services Agency and other partners to ensure the success of this project, and we urge your support for this application.

Sincerely,



Bekkie Emery
Deputy Director
Employment and Family Assistance Services, Adult & Aging Services
Health and Human Services Agency
County of Mendocino
emeryb@co.mendocino.ca.us

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LETTERS OF SUPPORT

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Redwood Community Services, Inc.

350 E. Gobbi Street, Ukiah, CA 95482

Ph (707) 472-2922 • Fax (707) 462-7435

"Serving Children, Youth & Families Since 1995"

February 22, 2017

Sarah Brooks, Deputy Director
Health Care Delivery Systems
Department of Health Care Services
1500 Capitol Ave
Sacramento, CA 95814

RE: Mendocino County Whole Person Care Pilot Application, Round 2

Dear Ms. Books:

On behalf of Redwood Community Services, Inc., I am writing to express my support for Mendocino County's request for funding for Round 2 of the Whole Person Care Pilot Program. After review of local data and existing resources, it is clear that Mendocino County has a great need to improve the coordination of services for people with severe mental illnesses.

Redwood Community Services (RCS) is a non-profit public benefit organization serving children, youth, and families in Mendocino, and Lake Counties. RCS is a multi-program family service organization serving people across the lifespan and provides a strength based approach to care. Our goal is to strengthen families and empower our communities' most vulnerable population through programs such as Behavioral Health Services, Therapeutic Foster/ Adoption Services, Residential Care, Crisis Services, Transition Age Youth programs, Youth Resource Centers and many more services.

The Whole Person Care Pilot Program would create the needed support services of integrated care for our most vulnerable group of Medi-cal beneficiaries who access behavioral health services, social services, substance abuse programs, and other health services. This program would fill a gap by providing a comprehensive coordination of a multi-disciplinary team to coordinate care for clients, have the ability to share data between systems, and assist with facilitating a flow of client care so care which will increase the goal of better overall health outcomes.

Through the intensive services and strategies proposed for the Whole Person Care Pilot, we believe that clients with severe mental illnesses will experience improved mental health and health outcomes, and stronger social support system.

RCS is looking forward to working closely with the Mendocino County Health and Human Services Agency and other partners to ensure the success of this project and we urge your support for this application.

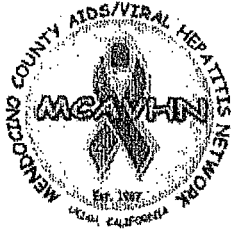
Sincerely,

Camille Schraeder, M.A.
Executive Director
camille@rcs4kids.org

Foster/Adoption Services • Behavioral Health Services • Wraparound Services • Residential Care •
Crisis Services • Transitional Youth Programs • Youth Resource Centers • Youth Homeless Services • Youth Employment Services

"Be a Part of the Solution"

Page



MCAVHN

February 17, 2017

Sarah Brooks, Deputy Director
Health Care Delivery Systems
Department of Health Care Services
1500 Capitol Ave
Sacramento, CA 95814

RE: Mendocino County Whole Person Care Pilot Application, Round 2

LETTER OF SUPPORT

I am writing to express the support of Mendocino County AIDS/Viral Hepatitis Network (MCAVHN) for Mendocino County's request for funding for Round 2 of the Whole Person Care Pilot Program. A review of local data and existing resources makes it clear that Mendocino County has a great need to improve the coordination of services for people with severe mental illnesses.

MCAVHN serves persons with HIV and chronic hepatitis, as well as providing treatment services for hepatitis C on-site. We also provide prevention through harm reduction strategies, syringe exchange services, and through promoting healthier lifestyles. We serve the broader homeless population within inland Mendocino County, and contract with the County and ASO to provide Specialty Mental Health Services. We also provide co-occurring Disorders case management, and recidivism reduction case management; combining all necessary interventions for a wide cross-section of persons with behavioral and medical conditions. MCAVHN has an integral understanding of what this kind of project and subsequent interventions provide for our citizens, as well as reducing costs.

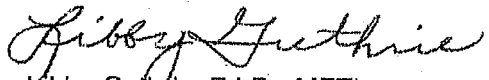
MCAVHN was a participant in a pilot project funded through the State CMSF program (CUSOC), delivering outreach, engagement, assessment, and care coordination for a local population of persons who over-utilize emergency and costly interventions and services. Through the intensive services and strategies proposed for the Whole Person Pilot, we believe that clients will experience improved mental and health outcomes, and as a result the county will experience reduced costs of caring for this population.

MCAVHN is looking forward to working closely with the Mendocino County Health and Human Services Agency and other partners to ensure the success of this project, and we urge your support for this application.

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Phone: (707) 462-1932, Fax: (707) 462-2070, PO Box 1350, 148 Clara Avenue, Ukiah, CA 95482
Email: mcavhn@yahoo.com, Website: www.mcavhn.org
(aka, dba MCAVN (Mendocino County AIDS Volunteer Network))
We are a 501c(3) non-profit organization • Tax ID 68-0159027

Sincerely,

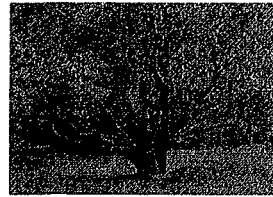
A handwritten signature in cursive script, reading "Libby Guthrie".

Libby Guthrie, Ed.D., MFTI

Executive Director

Page

Manzanita Services Inc.



February 15, 2017

Sarah Brooks, Deputy Director
Health Care Delivery Systems
Department of Health Care Services
1500 Capitol Ave
Sacramento, CA 95814

RE: Mendocino County Whole Person Care Pilot Application, Round 2

LETTER OF SUPPORT

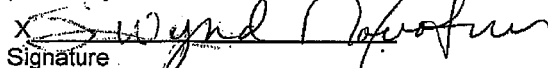
I am writing to express the support of Manzanita Services, Inc. for Mendocino County's request for funding for Round 2 of the Whole Person Care Pilot Program. A review of local data and existing resources makes it clear that Mendocino County has a great need to improve the coordination of services for people with severe mental illnesses.

Manzanita Services is an Adult Behavioral Health peer support wellness and care management nonprofit provider serving inland Mendocino County. Manzanita provides specialty behavioral health care management and therapeutic services, wellness education, health navigation, housing support, self-education groups, benefits advocacy and volunteerism to employment vocational rehabilitation support. The clients we serve experience chronic co-occurring health and substance use issues that have, in many cases, also resulted in our clients experiencing homelessness or have put them at risk of homelessness. Coordinated care and best practice wrap around supports responsive to the individual's needs, goals and condition are needed to support them in their efforts toward wellness and recovery.

Through the intensive services and strategies proposed for the Whole Person Pilot, we believe that clients with severe mental illnesses will experience improved mental and health outcomes, and as a result the county will experience reduced costs of caring for this population.

Manzanita Services is looking forward to working closely with the Mendocino County Health and Human Services Agency and other partners to ensure the success of this project, and we urge your support for this application.

Sincerely,


Signature

Susan Wynd Novotny, Executive Director
Manzanita Services, Inc.
P.O. Box 1424, Ukiah, CA 95482

Page

410 Jones St., Suite C-1, Ukiah, CA 95482 • Phone: 707-463-0405 FAX 707-313-4999
www.suicidepreventionmendocino.org • www.manzanitaservices.org



Mendocino Coast Hospitality Center

P.O. Box 2168, Fort Bragg, CA 95437

Main Phone: (707) 961-0172 Fax: (707) 961.0217

www.mendocinochc.org - admin@mendocinochc.org

"...shelter the homeless, feed the hungry, and provide a path to personal self sufficiency..."

February 24th 2017

Sarah Brooks, Deputy Director
Health Care Delivery Systems
Department of Health Care Services
1500 Capitol Ave
Sacramento, CA 95814

RE: Mendocino County Whole Person Care Pilot Application, Round 2

LETTER OF SUPPORT

I am writing to express the support of the Mendocino Coast Hospitality Center for Mendocino County's request for funding for Round 2 of the Whole Person Care Pilot Program. A review of local data and existing resources makes it clear that Mendocino County has a great need to improve the coordination of services for people with severe mental illnesses.

Mendocino Coast Hospitality Center is a non-profit who shelters the homeless, feed the hungry and provide a path to personal self-sufficiency through specialty mental health services and vocational training.

Through the intensive services and strategies proposed for the Whole Person Pilot, we believe that clients with severe mental illnesses will experience improved mental and health outcomes, and as a result the county will experience reduced costs of caring for this population.

Mendocino Coast Hospitality Center is looking forward to working closely with the Mendocino County Health and Human Services Agency and other partners to ensure the success of this project, and we urge your support for this application.

Respectfully

Anna Shaw
Executive Director

Page



February 15, 2017

Sarah Brooks, Deputy Director
Health Care Delivery Systems
Department of Health Care Services
1500 Capitol Ave
Sacramento, CA 95814

RE: Mendocino County Whole Person Care Pilot Application, Round 2

LETTER OF SUPPORT

I am writing to express the support of Ford Street Project for Mendocino County's request for funding for Round 2 of the Whole Person Care Pilot Program. A review of local data and existing resources makes it clear that Mendocino County has a great need to improve the coordination of services for people with severe mental illnesses.

Ford Street Project (FSP) has been dedicated to providing support for people struggling with addiction since its inception in 1974. In 1997 Ford Street's social model residential treatment program was licensed by the State of California. This 40 bed facility is called the Ukiah Recovery Center. In 2011 Ford Street became a certified Outpatient Treatment provider, which has helped to provide groups and one-on-ones for folks in recovery. Our Substance Use Disorder (SUD) services include a 22 bed sober living dorm adjacent to the residential treatment facility. Currently our largest referring contractors include the Veteran's Administration, and State Department of Corrections. FSP also supports our local Parole Department, providing addiction and re-entry support for our local Probation Department.

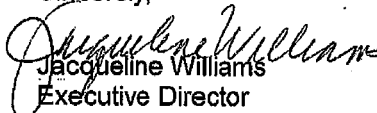
Ford Street's projects designed to support the underserved include: a small (18 bed) recovery shelter, the local Food Bank and clean and sober transitional housing for homeless families.

Many of our residential treatment clients (approximately 40%) have a mental health barrier. We have been able to assist those with mild to moderate barriers with support from our local health clinic, but have been unable to successfully assist those with a serious mental illness in need of additional services. It is my sincere hope that the Whole Person Care pilot will help our community serve folks whose needs for addiction and SMI support have previously gone unmet.

Through the intensive services and strategies proposed for the Whole Person Pilot, we believe clients with severe mental illnesses will experience improved mental and health outcomes, and as a result, the county will experience reduced costs of caring for this population.

Ford Street Project is looking forward to working closely with the Mendocino County Health and Human Services Agency and other partners to ensure the success of this project, and we urge your support for this application.

Sincerely,


Jacqueline Williams
Executive Director
139 Ford Street, Ukiah, CA 95482
707 462-1934

Page



CITY OF FORT BRAGG

Incorporated August 5, 1889
416 N. Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

February 16, 2017

Sarah Brooks, Deputy Director
Health Care Delivery Systems
Department of Health Care Services
1500 Capitol Ave
Sacramento, CA 95814

RE: Mendocino County Whole Person Care Pilot Application, Round 2

LETTER OF SUPPORT

I am writing to express the support of the City of Fort Bragg for Mendocino County's request for funding for Round 2 of the Whole Person Care Pilot Program. A review of local data and existing resources makes it clear that Mendocino County has a great need to improve the coordination of services for people with severe mental illnesses.

The City of Fort Bragg, a geographically-isolated community with limited access to services, is highly aware of the need for and benefits of intensive case management as provided by the Whole Person Pilot. The City sponsored a similar pilot program a few years ago that was highly successful in serving "frequent flyers" who are heavy users of local services and moving them into coordinated systems of care. The pilot program was unfortunately of limited duration and geographic scope. The City of Fort Bragg strongly supports a county-wide, coordinated effort to fill service gaps and increase efficiency and effectiveness of response.

Through the intensive services and strategies proposed for the Whole Person Pilot, we believe that clients with severe mental illnesses will experience improved mental and health outcomes, and as a result the county will experience reduced costs of caring for this population.

The City of Fort Bragg looks forward to working closely with the Mendocino County Health and Human Services Agency and other partners to ensure the success of this project, and we urge your support for this application.

Sincerely,


Linda Ruffing
City Manager
(707) 961-2823
lruffing@fortbragg.com

Page



Ukiah Police Department

Safety, Professionalism, Community Service

Chris Dewey
Chief of Police

February 16th, 2017

Sarah Brooks, Deputy Director
Health Care Delivery Systems
Department of Health Care Services
1500 Capitol Ave
Sacramento, CA 95814

RE: Mendocino County Whole Person Care Pilot Application, Round 2

LETTER OF SUPPORT

I am writing to express the support of the Ukiah Police Department for Mendocino County's request for funding for Round 2 of the Whole Person Care Pilot Program. A review of local data and existing resources makes it clear that Mendocino County has a great need to improve the coordination of services for people with severe mental illnesses.

As first responders, the Ukiah Police Officers are typically the first point of contact for those in crisis and the target population served by this program. The support and intervention provided through this program should serve to reduce the frequency of critical interactions between law enforcement and those receiving services.

Through the intensive services and strategies proposed for the Whole Person Pilot, we believe that clients with severe mental illnesses will experience improved mental and health outcomes, and as a result the county will experience reduced costs of caring for this population.

The Ukiah Police Department is looking forward to working closely with the Mendocino County Health and Human Services Agency and other partners to ensure the success of this project, and we urge your support for this application.

Sincerely,

A handwritten signature in black ink, appearing to read "Justin Wyatt".

Justin Wyatt
Captain
jwyatt@cityofukiah.com

300 Seminary Avenue | Ukiah, California 95482
Telephone: 463-6262 | Fax: (707) 462-6068 | www.ukiahpolice.com

Page

PAMELA R. MARKHAM
Chief Probation Officer

Cathy White
Administrative Services Manager II



Brady Bechtol
Juvenile Division Manager

Kevin Kelley
Adult Division Manager

PROBATION DEPARTMENT AND JUVENILE HALL

February 14, 2017

Sarah Brooks, Deputy Director
Health Care Delivery Systems
Department of Health Care Services
1500 Capitol Ave
Sacramento, CA 95814

RE: Mendocino County Whole Person Care Pilot Application, Round 2

LETTER OF SUPPORT

I am writing to express the support of Mendocino County Probation for Mendocino County's request for funding for Round 2 of the Whole Person Care Pilot Program. A review of local data and existing resources makes it clear that Mendocino County has a great need to improve the coordination of services for people with severe mental illnesses.

Mendocino County Probation serves the community by overseeing individuals convicted of a crime and placed on: Probation, Mandatory Supervision or Post Release Community Supervision. Our organization offers public safety, treatment options for our clients including residential, inpatient, outpatient and sober living environments to assist our clients in gaining sobriety and addressing their criminogenic needs. We have specialized caseloads including mentally ill, domestic violence, high risk drug adult offenders as well as the youth in our criminal justice system. We estimate that at least 80% of our clients have some sort of mental illness ranging from depression to schizophrenia. A large majority of our clients are also homeless and receive services through Health and Human Services. Our agency would benefit from the WPP by connecting our clients with severe mental illness to services in a more direct and timely manner.

Through the intensive services and strategies proposed for the Whole Person Pilot, we believe that clients with severe mental illnesses will experience improved mental and health outcomes, and as a result the county will experience reduced costs of caring for this population.

Mendocino County Probation is looking forward to working closely with the Mendocino County Health and Human Services Agency and other partners to ensure the success of this project, and we urge your support for this application.

Sincerely,

A handwritten signature in cursive script, appearing to read "Pamela Markham".

Pamela Markham
Chief Probation Officer
707-234-6911

Page



NOR CAL CHRISTIAN MINISTRIES

Sharing God's Love

P.O. Box 1502

Ukiah, CA 95482

(707)481-8398

February 17, 2017

Sarah Brooks, Deputy Director

Health Care Delivery Systems

Department of Health Care Services

1500 Capitol Avenue

Sacramento, CA 95814

RE: Mendocino County Whole Person Care Pilot Application, Round 2

LETTER OF SUPPORT

I am writing to express the support of Nor Cal Christian Ministries for Mendocino county's request for funding for round 2 of the Whole Person Care Pilot Program. A review of local data and existing resources make it clear that Mendocino County has a great need to improve the coordination of services for people with severe mental illnesses.

Nor Cal Christian Ministries of Ukiah is a faith-based organization that ministers to the poor and homeless. Our target population is the addicted poor, people with mental health issues and the unsheltered poor. A large portion clients/guests at our day center have mental health issues. Any help would be a blessing.

Through the intensive services and strategies proposed for the whole Person Pilot, we believe that clients with severe mental illnesses will experience improved mental and health outcomes, and as a result the county will experience reduced costs of caring for this population.

Nor Cal Christian Ministries is looking forward to working closely with the Mendocino county Health and Human Services Agency and other partners to ensure the success of this project, and we urge you support to fill this application.

Sincerely,

Tony Huerta

Executive Director -Nor Cal Christian Ministries

tony1203@comcast.net

Page

"A Roof Over Head. Food on the Table. Someone to talk to."



MENDOCINO COAST DISTRICT HOSPITAL

February 24, 2017

Sarah Brooks, Deputy Director
Health Care Delivery Systems
Department of Health Care Services
1500 Capitol Ave
Sacramento, CA 95814

RE: Mendocino County Whole Person Care Pilot Application, Round 2

LETTER OF SUPPORT

I am writing to express the support of Mendocino Coast District Hospital for Mendocino County's request for funding for Round 2 of the Whole Person Care Pilot Program. A review of local data and existing resources makes it clear that Mendocino County has a great need to improve the coordination of services for people with severe mental illnesses.

Mendocino Coast District Hospital is a Critical Access Hospital in Fort Bragg, CA, serving the western Mendocino County patient population. As a Safety Net healthcare facility we take care of a subset of the District patients with severe Mental Health illnesses. The level of mental illness we see most often is in our Emergency Department as a 5150 (danger to themselves and to others). During the month of January, 2017, 5150 patients occupied 3 of our 9 Emergency Room beds. These patients were often in our facility for over 72 hours, and occupied our limited staff's attention. MCDH supports programs and processes that address the severe mental illnesses in our area.

Through the intensive services and strategies proposed for the Whole Person Pilot, we believe that clients with severe mental illnesses will experience improved mental and health outcomes, and as a result the county will experience reduced costs of caring for this population.

Mendocino Coast District Hospital is looking forward to working closely with the Mendocino County Health and Human Services Agency and other partners to ensure the success of this project, and we urge your support for this application.

Sincerely,



Bob Edwards
Chief Executive Officer
bedwards@mcdh.net
707-961-4630

Page

700 RIVER DRIVE • FORT BRAGG, CALIFORNIA 95437
PHONE: 707 961-1234 • FAX: 707 961-4793 • www.mcdh.org



Mendocino
County

February 22, 2017

Sarah Brooks, Deputy Director
Health Care Delivery Systems
Department of Health Care Services
1500 Capitol Ave.
Sacramento, CA 95814

RE: Mendocino County Whole Person Care Pilot Application, Round 2

LETTER OF SUPPORT

I am writing to express the support of NAMI Mendocino for Mendocino County's request for funding for Round 2 of the Whole Person Care Pilot Program. A review of local data and existing resources makes it clear that Mendocino County has a great need to improve the coordination of services for people with severe mental illnesses.

NAMI Mendocino is the local Mendocino County affiliate of NAMI (National Alliance on Mental Health). Our mission is to promote support, education and advocacy for persons with mental illness and their families. At this time we serve family members with Family Support Groups and Family to Family classes, peers with Peer to Peer classes and after the March 4th and 5th State training, Connections (peer support group). We advocate for, educate and support family members and peers and engage in bringing better understanding and knowledge of mental health issues to the community.

Through the intensive services and strategies proposed for the Whole Person Pilot, we believe that clients with severe mental illnesses will experience improved mental and health outcomes and as a result the county will experience reduced costs of caring for this population.

NAMI Mendocino is looking forward to working closely with the Mendocino County Health and Human Services Agency and other partners to ensure the success of this project, and we urge your support for this application.

Sincerely,

Donna Moschetti
Chair
707-391-6867

NAMI Mendocino County, P.O. Box 1945, Ukiah, CA 95482
(707) 485-0239 • www.namimendocino.org

Page

Second Round WPC Budget Template, New Applicant: Summary and Top Sheet

New WPC Applicant Name:

Mendocino County Health & Human Services Agency (HHSA)

	Federal Funds (Not to exceed 90M)	IGT	Total Funds
PY 1 Annual Budget Amount Requested	675,295	675,295	1,350,590
PY 2 Annual Budget Amount Requested	675,295	675,295	1,350,590
PYs 3-5 Annual Budget Amount Requested	1,350,590	1,350,590	2,701,180

Second Round PY 1 Budget Allocation (Note PY 1 Allocation is predetermined)

PY 1 Total Budget	1,350,590
Approved Application (75%)	1,012,943
Submission of Baseline Data (25%)	337,648

Second Round PY 2 Budget Allocation

PY 2 Total Budget	1,350,590
Administrative Infrastructure	229,910
Delivery Infrastructure	160,000
Incentive Payments	230,000
FFS Services	138,140
PMPM Bundle	365,040
Pay For Reporting	27,500
Pay for Outcomes	200,000

Second Round PY 3 Budget Allocation

PY 3 Total Budget	2,701,180
Administrative Infrastructure	397,569
Delivery Infrastructure	33,731
Incentive Payments	435,000
FFS Services	319,160
PMPM Bundle	1,260,720
Pay For Reporting	55,000
Pay for Outcomes	200,000

Second Round PY 4 Budget Allocation

PY 4 Total Budget	2,701,180
Administrative Infrastructure	360,372
Delivery Infrastructure	25,000
Incentive Payments	435,000
FFS Services	313,200
PMPM Bundle	1,312,608
Pay For Reporting	55,000
Pay for Outcomes	200,000

Second Round PY 5 Budget Allocation

PY 5 Total Budget	2,701,180
Administrative Infrastructure	360,316
Delivery Infrastructure	25,000
Incentive Payments	435,000
FFS Services	282,800
PMPM Bundle	1,343,064
Pay For Reporting	55,000
Pay for Outcomes	200,000

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF MENDOCINO
HEALTH AND HUMAN SERVICES AGENCY:

By: Tammy Moss Chandler
Tammy Moss Chandler, HHSA Director

Date: 6/13/17

Budgeted: ☒ Yes ☐ No

Budget Unit: 4070

Line Item: 86-2189

Org/Object Code: CMWPC

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: John McCowen
JOHN MCCOWEN, Chair
BOARD OF SUPERVISORS

Date: JUN 20 2017

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: K. L. F. L.
Deputy

Date: JUN 20 2017

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: K. L. F. L.
Deputy

Date: JUN 20 2017

INSURANCE REVIEW:

By: Alan D. Flora
ALAN D. FLORA, Risk Manager

Date: 6/13/17

CONTRACTOR/COMPANY NAME

By: _____

Signature

Printed Name: _____

Title: _____

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

Department of Health Care Services
Managed Care Quality & Monitoring Division,
MS 4400
1501 Capitol Avenue
Sacramento, CA 95814-5505

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT, County Counsel

By: Charlotte Scott
Deputy

Date: 6/13/17

FISCAL REVIEW:

By: Kenneth R. Ryan
Deputy CEO/Fiscal

Date: 6/13/17

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: Carmel J. Angelo
CARMEL J. ANGELO, Chief Executive Officer

Date: 6/13/17

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☐ N/A