CONTRACT FOR PROVISION OF
CHILDREN AND YOUTH
FULL SERVICE PARTNERSHIP WITH HIGH FIDELITY WRAPAROUND SERVICES
BETWEEN
COUNTY OF ORANGE
AND
NEW ALTERNATIVES, INC.
OCTOBER 16, 2026 THROUGH JUNE 30, 2029

THIS CONTRACT entered into this 16th day of October 2026, (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of the State of California (COUNTY) and New Alternatives, Inc., a California nonprofit corporation (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as "Parties." This Contract shall be administered by the Director of the COUNTY's Health Care Agency or an authorized designee ("ADMINISTRATOR").

W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Children and Youth Full Service Partnership with High Fidelity Wraparound Services described herein to the residents of Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: October 16, 2026 through June 30, 2029

Period One means the period of October 16, 2026 through June 30, 2027

Period Two means the period of July 1, 2027 through June 30, 2028

Period Three means the period of July 1, 2028 through June 30, 2029

Amount Not to Exceed:

Period One Amount Not To Exceed:	$ 30,000,000
Period Two Amount Not To Exceed:	40,000,000
Period Three Amount Not to Exceed:	40,000,000
TOTAL AMOUNT NOT TO EXCEED:	$ 110,000,000

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR UEI Number: D2UNG9E3WJF5

CONTRACTOR TAX ID Number: 95-3244085

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Contract Services
405 West 5th Street, Suite 600
Santa Ana, CA 92701-4637

CONTRACTOR: New Alternatives, Inc.
PO Box 34219
San Diego, CA 92163
Klea Galasso, CEO
Klea.Galasso@newalternatives.org

I. ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Contract:

A.	AB 109	Assembly Bill 109, 2011 Public Safety Realignment
B.	AIDS	Acquired Immune Deficiency Syndrome
C.	ARRA	American Recovery and Reinvestment Act of 2009
D.	ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
E.	ASI	Addiction Severity Index
F.	ASRS	Alcohol and Drug Programs Reporting System
G.	BHS	Behavioral Health Services
H.	CalOMS	California Outcomes Measurement System
I.	CalWORKs	California Work Opportunity and Responsibility for Kids
J.	CAP	Corrective Action Plan
K.	CCC	California Civil Code
L.	CCR	California Code of Regulations
M.	CESI	Client Evaluation of Self at Intake
N.	CEST	Client Evaluation of Self and Treatment
O.	CFDA	Catalog of Federal Domestic Assistance
P.	CFR	Code of Federal Regulations
Q.	CHPP	COUNTY HIPAA Policies and Procedures
R.	CHS	Correctional Health Services
S.	COI	Certificate of Insurance
T.	CPA	Certified Public Accountant
U.	CSW	Clinical Social Worker
V.	DHCS	California Department of Health Care Services
W.	D/MC	Drug/Medi-Cal
X.	DPFS	Drug Program Fiscal Systems
Y.	DRS	Designated Record Set
Z.	EEOC	Equal Employment Opportunity Commission
AA.	EDI	Electronic Data Interchange
AB.	EHR	Electronic Health Records
AC.	EOC	Equal Opportunity Clause
AD.	ePHI	Electronic Protected Health Information
AE.	EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
AF.	FFS	Fee For Service
AG.	FSP	Full Service Partnership
AH.	FTE	Full Time Equivalent

AI. GAAP	Generally Accepted Accounting Principles
AJ. HCA	County of Orange Health Care Agency
AK. HHS	Federal Health and Human Services Agency
AL. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
AM. HITECH	Health Information Technology for Economic and Clinical Health Act, Public Law 111-005
AN. HIV	Human Immunodeficiency Virus
AO. HSC	California Health and Safety Code
AP. IRIS	Integrated Records and Information System
AQ. ITC	Indigent Trauma Care
AR. LCSW	Licensed Clinical Social Worker
AS. LPHA	Licensed Practitioner of the Healing Arts
AT. MAT	Medication Assisted Treatment
AU. MFT	Marriage and Family Therapist
AV. MH	Mental Health
AW. MHP	Mental Health Plan
AX. MHS	Mental Health Specialist
AY. MHSA	Mental Health Services Act
AZ. MSN	Medical Safety Net
BA. NIH	National Institutes of Health
BB. NPI	National Provider Identifier
BC. NPPES	National Plan and Provider Enumeration System
BD. OCR	Federal Office for Civil Rights
BE. OIG	Federal Office of Inspector General
BF. OMB	Federal Office of Management and Budget
BG. OPM	Federal Office of Personnel Management
BH. P&P	Policy and Procedure
BI. PA DSS	Payment Application Data Security Standard
BJ. PATH	Projects for Assistance in Transition from Homelessness
BK. PC	California Penal Code
BL. PCI DSS	Payment Card Industry Data Security Standards
BM. PCS	Post-Release Community Supervision
BN. PHI	Protected Health Information
BO. PII	Personally Identifiable Information
BP. PRA	California Public Records Act
BQ. PSC	Professional Services Contract System

BR.	SAPTBG	Substance Abuse Prevention and Treatment Block Grant
BS.	SIR	Self-Insured Retention
BT.	SMA	Statewide Maximum Allowable (rate)
BU.	SOW	Scope of Work
BV.	SUD	Substance Use Disorder
BW.	UMDAP	Uniform Method of Determining Ability to Pay
BX.	UOS	Units of Service
BY.	USC	United States Code
BZ.	WIC	Women, Infants and Children

II. ALTERATION OF TERMS

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

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

III. AMOUNT NOT TO EXCEED

A. The Total Amount Not To Exceed of COUNTY for services provided in accordance with this Contract, and the separate Amounts Not To Exceed for each period under this Contract, are as specified in the Referenced Contract Provisions of this Contract, except as allowed for in Subparagraph B. below.

B. ADMINISTRATOR may amend the Total Amount Not To Exceed by an amount not to exceed ten percent (10%) of Period One funding for this Contract.

IV. ASSIGNMENT OF DEBTS

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

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V. COMPLIANCE

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

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

2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own compliance program, code of conduct and any compliance related policies and procedures. CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall be verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to this Contract. These elements include:

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

3. If CONTRACTOR does not provide proof of its own compliance program to ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct, CONTRACTOR shall submit to ADMINISTRATOR within thirty (30) calendar days of execution of this Contract a signed acknowledgement that CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct. CONTRACTOR shall have as many Covered Individuals it determines necessary complete ADMINISTRATOR's annual compliance training to ensure proper compliance.

4. If CONTRACTOR elects to have its own compliance program, code of conduct and any Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of execution of this Contract. ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not exceed forty-five (45) calendar days, and determine if CONTRACTOR's proposed compliance program and code of conduct contain all required elements to ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and CONTRACTOR shall revise its compliance program and code of conduct to meet ADMINISTRATOR's required elements within thirty (30) calendar

days after ADMINISTRATOR's Compliance Officer's determination and resubmit the same for review by ADMINISTRATOR.

5. Upon written confirmation from ADMINISTRATOR's compliance officer that CONTRACTOR's compliance program, code of conduct and any compliance related policies and procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of CONTRACTOR's compliance program, code of conduct, related policies and procedures and contact information for ADMINISTRATOR's Compliance Program.

B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Contract monthly to ensure that they are not designated as Ineligible Persons, as pursuant to this Contract. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death Master File at date of employment, and/or any other list or system as identified by ADMINISTRATOR.

1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected to use its own).

2. An Ineligible Person shall be any individual or entity who:

a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal and state health care programs; or

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

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

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

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

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

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

C. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance Training available to Covered Individuals.

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

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

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

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

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

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

1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered Individuals relative to this Contract. This includes compliance with federal and state healthcare program

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regulations and procedures or instructions otherwise communicated by regulatory agencies; including the Centers for Medicare and Medicaid Services or their agents.

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

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

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

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

E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and participate in the quality improvement activities developed in the implementation of the Quality Management Program.

7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9, §1810.410.subds.(c)-(d).

F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a breach of the Contract on the part of CONTRACTOR and grounds for COUNTY to terminate the Contract. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty (30) calendar

days from the date of the written notice of default to cure any defaults grounded on this Compliance Paragraph prior to ADMINISTRATOR's right to terminate this Contract on the basis of such default.

VI. COMPLIANCE WITH LAWS

A. CONTRACTOR represents and warrants that services to be provided under this Contract shall fully comply, at CONTRACTOR's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by COUNTY. CONTRACTOR acknowledges that COUNTY is relying on CONTRACTOR to ensure such compliance, and pursuant to the requirements of the Insurance and Indemnification section, CONTRACTOR agrees that it shall defend, indemnify and hold COUNTY and COUNTY Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

B. CONTRACTOR shall remain in compliance and good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the Contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to COUNTY through the term of the Contract.

VII. CONFIDENTIALITY

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

1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Contract are Clients of the Orange County Mental Health services system, and therefore it may be necessary for authorized staff of ADMINISTRATOR to audit Client files, or to exchange information regarding specific Clients with COUNTY or other providers of related services contracting with COUNTY.

2. CONTRACTOR acknowledges and agrees that it is responsible for obtaining written consents for the release of information from all persons served by CONTRACTOR pursuant to this Contract. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1, Part 2.6, relating to confidentiality of medical information.

3. In the event of a collaborative service contract between Mental Health services providers, CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information, from the collaborative agency, for Clients receiving services through the collaborative contract.

B. Prior to providing any services pursuant to this Contract, all members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. This Contract

shall specify that it is effective irrespective of all subsequent resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

C. CONTRACTOR shall have in effect a system to protect patient records from inappropriate disclosure in connection with activity funded under this Contract. This system shall include provisions for employee education on the confidentiality requirements, and the fact that disciplinary action may occur upon inappropriate disclosure. CONTRACTOR agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of all confidential information that it creates, receives, maintains or transmits. CONTRACTOR shall provide ADMINISTRATOR with information concerning such safeguards.

D. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR, or its subcontractors or agents in violation of the applicable state and federal regulations regarding confidentiality.

E. CONTRACTOR shall monitor compliance with the above provisions on confidentiality and security, and shall include them in all subcontracts.

F. CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24) hours during a work week, of any suspected or actual breach of its computer system.

VIII. CONFLICT OF INTEREST

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

B. Contractor's Personnel

1. CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of COUNTY. This obligation shall apply to CONTRACTOR, CONTRACTOR's officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. CONTRACTOR's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers from acting in the best interests of COUNTY.

2. CONTRACTOR shall notify COUNTY in writing of any potential or actual conflicts of interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known COUNTY public officer's child is an

officer or director of, or has an ownership interest of ten (10) percent or more in, CONTRACTOR. While CONTRACTOR will be required to provide this information without prompting from COUNTY any time there is a change regarding conflict of interest, CONTRACTOR must also provide an update to COUNTY upon request by COUNTY.

C. County Personnel

1. County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. CONTRACTOR shall not, during the period of this Contract, employ any COUNTY employee for any purpose

IX. COST REPORT

A. CONTRACTOR shall submit an individual and/or consolidated Cost Report to COUNTY no later than sixty (60) calendar days following termination of this Contract. CONTRACTOR shall prepare the individual and/or consolidated Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Contract. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple contracts for mental health services that are administered by HCA, consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR. CONTRACTOR shall submit the consolidated Cost Report to COUNTY no later than five (5) business days following approval by ADMINISTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report.

1. If CONTRACTOR fails to submit an accurate and complete individual and/or consolidated Cost Report within the time period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the following:

a. CONTRACTOR may be assessed a late penalty of five hundred dollars ($500) for each business day after the above specified due date that the accurate and complete individual and/or consolidated Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding individual and/or consolidated Cost Report due COUNTY by CONTRACTOR.

b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any or all contracts between COUNTY and CONTRACTOR until such time that the accurate and complete individual and/or consolidated Cost Report is delivered to ADMINISTRATOR.

2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the individual and/or consolidated Cost Report setting forth good cause for justification of the request. Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

3. In the event that CONTRACTOR does not submit an accurate and complete individual and/or consolidated Cost Report within one hundred and eighty (180) calendar days following the termination of this Contract, and CONTRACTOR has not entered into a subsequent or new contract for any other services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Contract shall be immediately reimbursed to COUNTY.

B. The individual and/or consolidated Cost Report shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The individual and/or consolidated Cost Report shall be the final financial record for subsequent audits, if any.

C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and any late penalty, not to exceed COUNTY's Amount Not to Exceed as set forth in the Referenced Contract Provisions of this Contract. CONTRACTOR shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the individual and/or consolidated Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

D. If the individual and/or consolidated Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Contract, less applicable revenues and late penalty, are lower than the aggregate of interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the individual and/or consolidated Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days after submission of the individual and/or consolidated Cost Report, COUNTY may, in addition to any other remedies, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

E. If the individual and/or consolidated Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Contract, less applicable revenues and late penalty, are higher than the aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such payment does not exceed the Amount Not to Exceed of COUNTY.

F. All Cost Reports shall contain the following attestation, which may be typed directly on or attached to the Cost Report:

> "I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting documentation prepared by _____ for the cost report period beginning _____ and ending _____ and that, to the best of my knowledge and belief, costs reimbursed through this Contract are reasonable and allowable and

directly or indirectly related to the services provided and that this Cost Report is a true, correct, and complete statement from the books and records of (provider name) in accordance with applicable instructions, except as noted. I also hereby certify that I have the authority to execute the accompanying Cost Report.

Signed _____

Name _____

Title _____

Date _____"

X. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

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

2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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

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

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

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

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

C. COUNTY shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part

1989., p. 235), "Debarment and Suspension" SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

D. COUNTY shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

E. If COUNTY subcontracts or employs an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

XI. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this Contract, and COUNTY agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume CONTRACTOR's duties and obligations contained in this Contract and complete them to the satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.

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

2. If CONTRACTOR is a for-profit organization, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

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

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

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

6. COUNTY reserves the right to immediately terminate the Contract in the event COUNTY determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to COUNTY for the provision of services under the Contract.

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

1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor subsequently fails to meet the requirements of this Contract or any provisions that ADMINISTRATOR has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

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

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

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

D. CONTRACTOR shall notify COUNTY in writing of any change in CONTRACTOR's status with respect to name changes that do not require an assignment of the Contract. CONTRACTOR also shall notify COUNTY in writing if CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance under the Contract, as well as any potential conflicts of interest between CONTRACTOR and COUNTY that may arise prior to or during the period of Contract performance. While CONTRACTOR must provide this information without prompting from COUNTY any time there is a change in CONTRACTOR's name, conflict of interest or litigation status, CONTRACTOR must also provide an update to COUNTY of its status in these areas whenever requested by COUNTY.

XII. DISPUTE RESOLUTION

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

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

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

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

C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY does not render a decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions.

D. This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

XIII. EMPLOYEE ELIGIBILITY VERIFICATION

CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, subcontractors, and consultants performing work under this Contract meet the citizenship or alien status requirements set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors, and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist and as they may be hereafter

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amended. CONTRACTOR shall retain all such documentation for all covered employees, subcontractors, and consultants for the period prescribed by the law.

XIV. EQUIPMENT

A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all property of a Relatively Permanent nature with significant value, purchased in whole or in part by ADMINISTRATOR to assist in performing the services described in this Contract. "Relatively Permanent" is defined as having a useful life of one (1) year or longer. Equipment which costs $5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital Assets. Equipment which costs between $600 and $5,000, including freight charges, sales taxes and other taxes, and installation costs, or electronic equipment that costs less than $600 but may contained PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment purchased, in whole or in part, with funds paid pursuant to this Contract shall be depreciated according to GAAP.

B. CONTRACTOR shall obtain ADMINISTRATOR's written approval prior to purchase of any Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment, CONTRACTOR shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting documentation, which includes delivery date, unit price, tax, shipping and serial numbers. CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each purchased asset in an Equipment inventory.

C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is purchased. Title of expensed Equipment shall be vested with COUNTY.

D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with funds paid through this Contract, including date of purchase, purchase price, serial number, model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if any.

E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all Equipment to COUNTY.

F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure approved by ADMINISTRATOR and the Notices Paragraph of this Contract. In addition, CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of Equipment are moved from one location to another or returned to COUNTY as surplus.

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G. Unless this Contract is followed without interruption by another contract between the Parties for substantially the same type and scope of services, at the termination of this Contract for any cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this Contract.

H. CONTRACTOR shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

XV. FACILITIES, PAYMENTS AND SERVICES

A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with this Contract. COUNTY shall compensate, and authorize, when applicable, said services. CONTRACTOR shall operate continuously throughout the term of this Contract with at least the minimum number and type of staff which meet applicable federal and state requirements, and which are necessary for the provision of the services hereunder.

B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Total Amount Not to Exceed for the appropriate Period as well as the Total Amount Not to Exceed. The reduction to the Amount Not to Exceed for the appropriate Period as well as the Total Amount Not to Exceed shall be in an amount proportionate to the number of days in which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.

XVI. INDEMNIFICATION AND INSURANCE

A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

B. Prior to the provision of services under this Contract, CONTRACTOR agrees to carry all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Contract have been complied with. CONTRACTOR shall keep such insurance coverage current, provide Certificates of Insurance, and endorsements to COUNTY during the entire term of this Contract.

C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an

Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Contract for inspection by COUNTY representative(s) at any reasonable time.

D. All self-insured retentions SIRs shall be clearly stated on the Certificate of Insurance. Any SIRs in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by the County's Risk Manager, or designee. COUNTY reserves the right to require current audited financial reports from CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR will indemnify COUNTY for any and all claims resulting or arising from CONTRACTOR's services in accordance with the indemnity provision stated in this Contract. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

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

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

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

E. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Contract, COUNTY may terminate this Contract for cause.

F. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

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

Coverage	**Minimum Limits**
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned, and hired vehicles (4 passengers or less)	$1,000,000 per occurrence

Workers' Compensation	Statutory
Employers' Liability Insurance	$1,000,000 per accident or disease
Network Security & Privacy Liability	$1,000,000 per claims -made
Professional Liability	$1,000,000 per claims -made or occurrence
Sexual Misconduct	$1,000,000 aggregate $1,000,000 per occurrence

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

H. REQUIRED COVERAGE FORMS

1. The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

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

I. REQUIRED ENDORSEMENTS

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

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

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

2. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the COI:

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

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

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

K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees***, or provide blanket coverage, which shall state ***AS REQUIRED BY WRITTEN CONTRACT***.

L. CONTRACTOR shall notify COUNTY in writing within thirty (30) calendar days of any policy cancellation and within ten (10) calendar days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate this Contract for cause.

M. If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability are "Claims -Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following the completion of the Contract.

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

O. Insurance certificates should be forwarded to the agency/department address listed on the Referenced Contract Provisions of this Contract.

P. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) calendar days of notification by CEO/Purchasing or the agency/department purchasing division, COUNTY may terminate this Contract for cause.

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

R. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

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

T. SUBMISSION OF INSURANCE DOCUMENTS

1. The COI and endorsements shall be provided to COUNTY as follows:
    a. Prior to the start date of this Contract.

b. No later than the expiration date for each policy.

c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

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

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

a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Contracts between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Contract are submitted to ADMINISTRATOR.

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

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

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

XVII. INSPECTIONS AND AUDITS

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

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

C. AUDIT RESPONSE

1. Following an audit report, in the event of non–compliance with applicable laws and regulations governing funds provided through this Contract, COUNTY may terminate this Contract as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement appropriate corrective action. A CAP shall be submitted to ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

2. If the audit reveals that money is payable from one Party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare an annual Single Audit as required by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14) calendar days of receipt.

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

XVIII. LICENSES AND LAWS

A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws, regulations and requirements of the United States, the State of California, COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be cause for termination of this Contract.

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

1. ARRA of 2009.
2. Trafficking Victims Protection Act of 2000.

3. CCC §§56 through 56.37, Confidentiality of Medical Information.
4. CCC §§1798.80 through 1798.84, Customer Records.
5. CCC §1798.85, Confidentiality of Social Security Numbers.
6. CCR, Title 9, Rehabilitative and Developmental Services, Division 4; and Title 22 Social Security.
7. HSC, Divisions 10.5 Alcohol and Drug Programs and 10.6. Drug and Alcohol Abuse Master Plans.
8. HSC, §§11839 through 11839.22, Narcotic Treatment Programs.
9. HSC, §11876, Narcotic Treatment Programs.
10. HSC, §§123110 through 123149.5, Patient Access to Health Records.
11. Code of Federal Regulations. Title 42, Public Health.
12. 2 CFR 230, Cost Principles for Nonprofit Organizations.
13. 2 CFR 376, Nonprocurement Debarment and Suspension.
14. 41 CFR 50, Public Contracts and Property Management.
15. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
16. 42 CFR 54, Charitable choice regulations applicable to states receiving substance abuse prevention and treatment block grants and/or projects for assistance in transition from homelessness grants.
17. 45 CFR 93, New Restrictions on Lobbying.
18. 45 CFR 96.127, Requirements regarding Tuberculosis.
19. 45 CFR 96.132, Additional Contracts.
20. 45 CFR 96.135, Restrictions on Expenditure of Grant.
21. 45 CFR 160, General Administrative Requirements.
22. 45 CFR 162, Administrative Requirements.
23. 45 CFR 164, Security and Privacy.
24. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
25. 8 USC §1324 et seq., Immigration Reform and Control Act of 1986.
26. 31 USC §1352, Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions.
27. 42 USC §§285n through 285o, National Institute on Alcohol Abuse and Alcoholism.
28. 42 USC §§290aa through 290kk-3, Substance Abuse and Mental Health Services Administration.
29. 42 USC §290dd-2, Confidentiality of Records.
30. 42 USC §1320(a), Uniform reporting systems for health services facilities and organizations.
31. 42 USC §§1320d through 1320d-9, Administrative Simplification.
32. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended.
33. 42 USC §6101 et seq., Age Discrimination Act of 1975.
34. 42 USC §2000d, Civil Rights Act pf 1964.

35. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

36. U.S. Department of Health and Human Services, National Institutes of Health (NIH), Grants Policy Statement (10/13).

37. Fact Sheet Early and Periodic Screening, Diagnosis and Treatment (EPSDT) for Co-Occurring Disorders, Mental Health Services Oversight and Accountability Commission, 1/17/08.

38. State of California, Department of Health Care Services (DHCS), Alcohol and/or Other Drug Program Certification Standards, December 2020.

39. CCR Title 22, §§70751(c), 71551(c), 73543(a), 74731(d), 75055(a), 75343(a).

40. State of California, Department of Health Care Services ASRS Manual.

41. State of California, Department of Health Care Services DPFS Manual.

42. HSC §123145.

43. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

44. 5 USC §7321 – §7326, Political Activities (Hatch Act)

45. CFR 96.124(e), Certain Allocations (SAPTBG).

46. CFR 96.131, Treatment Services for Pregnant Women.

47. HSC §11757.59, Perinatal State General Fund.

48. County of Orange, HCA, Alcohol Program and Drug Abuse Services D/MC Utilization Control Plan for Perinatal Residential Services.

49. DHCS, Perinatal Services Guidelines.

50. 42 CFR, Section 438, Managed Care Regulations

51. CCR, Title 22, §51341.1(h)(5)(A), Drug Medi-Cal Substance Abuse Services.

52. DHCS, Office of Women's and Perinatal Services, Perinatal Services Network Guidelines 2014.

53. CCR, Title 22, Division 3, Health Care Services.

54. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

55. D/MC Certification Title 22, California Code of Regulations (CCR).

56. D/MC Billing Manual (March 23, 2010).

57. Federal Medicare Cost reimbursement principles and cost reporting standards.

58. State of California-Health and Human Services Agency, Department of Health Care Services, MHSD, Medi-Cal Billing Manual, October 2013.

59. Orange County Drug Medi-Cal Organized Delivery System Managed Care Plan

60. California Bridge to Health Reform DMC-ODS Waiver, Standard Terms and Conditions, August 2015, and subsequent versions.

61. Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8.

62. Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Document 2E).

63. Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1, (Document 2C).

64. Standards for Drug Treatment Programs (October 21, 1981) (Document 2F).

65. Title 9, CCR, Division 4, Chapter 5, Subchapter 1, Sections 10000, et seq.

66. Title 22, CCR, Division 3, Chapter 3, sections 51000 et. seq.

67. Title 9, CCR, Section 1810.435.

68. Title 9, CCR, Section 1840.105.

69. Title 22, CCR, §51009, Confidentiality of Records.

70. California Welfare and Institutions Code, §14100.2, Medicaid Confidentiality.

71. HSC, §§11758.40 through 11758.47, Medi-Cal Drug Treatment Program.

72. U.S. Food and Drug Administration Guidelines for Vivitrol (currently listed at http://www.fda.gov/downloads/Drugs/DrugSafety/UMC206669.pdf).

73. US Department of Justice, Drug Enforcement Administration.

74. 42 CFR, Public Health, Part 8 – Certification of Opioid Treatment Programs.

75. 21 CFR Part 1308-Schedules of Controlled Substances.

76. 21 CFR Parts 1300, 1301, 1304, et al. Disposal of Controlled Substances, Final Rule.

77. AB 109 2011 Public Safety Realignment.

78. 4.3.2: Intergovernmental Agreement Exhibit A, Attachment I, III, DD, 15, i-xiii:

a. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

b. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

c. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

d. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

79. 4.3.3: Intergovernmental Agreement Exhibit A, Attachment I, III, DD, 16, i-v:

a. Fair Employment and Housing Act (Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, Div. 4 § 7285.0 et seq.).

b. Title 2, Division 3, Article 9.5 of the Gov. Code, commencing with Section 11135.

c. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

80. 1.5.3: SABG Application, Enclosure 2, II General, 20:

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a. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

b. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

c. Age Discrimination in Employment Act (29 CFR Part 1625).

d. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

e. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

f. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

g. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

h. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

i. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

j. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

k. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

81. 1.5.4: SABG Application Enclosure 2, II General 21:

a. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).

b. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

c. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

d. No federal funds shall be used by CONTRACTOR or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by CONTRACTOR or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

C. CONTRACTOR shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the Contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to COUNTY through the term of the Contract.

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XIX. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

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

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

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

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

XX. MINIMUM WAGE LAWS

A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its Covered Individuals (as defined within the "Compliance" paragraph of this Contract) that directly or indirectly provide services pursuant to this Contract, in any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals providing services pursuant to this Contract be paid no less than the greater of the federal or California Minimum Wage.

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

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

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XXI. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Contract, CONTRACTOR and its Covered Individuals (as defined in the "Compliance" paragraph of this Contract) shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally, during the term of this Contract, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

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

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

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

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

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

B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age,

sexual orientation, or military and veteran status in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination includes, but is not limited to the following based on one or more of the factors identified above:

1. Denying a Client or potential Client any service, benefit, or accommodation.

2. Providing any service or benefit to a Client which is different or is provided in a different manner or at a different time from that provided to other Clients.

3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service and/or benefit.

4. Treating a Client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service and/or benefit.

5. Assignment of times or places for the provision of services.

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

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

a. COUNTY shall establish a formal resolution and grievance process in the event informal processes do not yield a resolution.

b. Throughout the problem resolution and grievance process, Client rights shall be maintained, including access to the COUNTY's Patients' Rights Office at any point in the process. Clients shall be informed of their right to access the COUNTY's Patients' Rights Office at any time.

2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, has the right to request a State Fair Hearing.

D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination against

qualified persons with disabilities in all programs or activities, and if applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.

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

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

XXII. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

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

XXIII. NOTIFICATION OF DEATH

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

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

1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served pursuant to this Contract; notice need only be given during normal business hours.

2. WRITTEN NOTIFICATION

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

b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written report hand delivered, faxed, sent via encrypted email, within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served pursuant to this Contract.

c. When notification via encrypted email is not possible or practical CONTRACTOR may hand deliver or fax to a known number said notification.

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

XXIV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

XXV. PATIENT'S RIGHTS

A. CONTRACTOR shall post the current California Department of Mental Health Patients' Rights poster as well as the Orange County HCA Mental Health Plan Grievance and Appeals poster in locations readily available to Clients and staff and have Grievance and Appeal forms in the threshold languages and envelopes readily accessible to Clients to take without having to request it on the unit.

B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an internal grievance processes approved by ADMINISTRATOR, to which the beneficiary shall have access.

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1. CONTRACTOR's grievance processes shall incorporate COUNTY's grievance, patients' rights, and/or utilization management guidelines and procedures. The patient has the right to utilize either or both grievance process simultaneously in order to resolve their dissatisfaction.

2. Title IX Rights Advocacy. This process may be initiated by a Client who registers a statutory rights violation or a denial or abuse complaint with the County Patients' Rights Office. The Patients' Rights office shall investigate the complaint, and Title IX grievance procedures shall apply, which involve ADMINISTRATOR'S Director of Behavioral Health Care and the State Patients' Rights Office.

C. The parties agree that Clients have recourse to initiate an expression of dissatisfaction to CONTRACTOR, appeal to the County Patients' Rights Office, file a grievance, and file a Title IX complaint. The Patients' Advocate shall advise and assist the Client, investigate the cause of the grievance, and attempt to resolve the matter

D. No provision of this Contract shall be construed as to replacing or conflicting with the duties of County Patients' Rights Office pursuant to Welfare and Institutions Code Section 5500.

XXVI. RECORDS MANAGEMENT AND MAINTENANCE

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

1. CONTRACTOR shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Contract and the charges thereto. Such records shall include, but not be limited to, individual patient charts and utilization review records.

2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was rendered, and such additional information as ADMINISTRATOR or DHCS may require.

3. CONTRACTOR shall maintain books, records, documents, accounting procedures and practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred in the performance of this Contract and in accordance with Medicare principles of reimbursement and GAAP.

4. CONTRACTOR shall ensure the maintenance of medical records required by §70747 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical necessity of the service, and the quality of care provided. Records shall be maintained in accordance with §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

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

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

D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the termination of the Contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

E. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years following discharge of the participant, client and/or patient.

F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.

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

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

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

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

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

I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance with the terms of this Contract and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit or site visit.

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

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

J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy ADMINISTRATOR on such notifications.

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

XXVII. RESEARCH AND PUBLICATION

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

XXVIII. REVENUE

A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to Clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other third party health plans, are provided pursuant to this Contract, their estates and responsible relatives, according to their ability to pay as determined by the State Department of Health Care Services' "Uniform Method of Determining Ability to Pay" procedure or by any other payment procedure as approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title 9 of the CCR. Such fee shall not exceed the actual cost of services provided. No Client shall be denied services because of an inability to pay.

B. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all available third-party reimbursement for which persons served pursuant to this Contract may be eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges.

C. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible.

D. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by persons other than individuals or groups eligible for services pursuant to this Contract.

XXIX. SEVERABILITY

If a court of competent jurisdiction declares any provision of this Contract or application thereof to any person or circumstances to be invalid or if any provision of this Contract contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Contract or the application thereof shall remain valid, and the remaining provisions of this Contract shall remain in full force and effect, and to that extent the provisions of this Contract are severable.

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XXX. SPECIAL PROVISIONS

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

1. Making cash payments to intended recipients of services through this Contract.

2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).

3. Fundraising.

4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body.

5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body for expenses or services.

6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.

7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.

8. Severance pay for separating employees.

9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.

10. Supplanting current funding for existing services.

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

1. Funding travel or training (excluding mileage or parking).

2. Making phone calls outside of the local area unless documented to be directly for the purpose of Client care.

3. Payment for grant writing, consultants, certified public accounting, or legal services.

4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Contract.

5. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.

6. Providing inpatient hospital services or purchasing major medical equipment.

7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).

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8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's Clients.

XXXI. STATUS OF CONTRACTOR

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by CONTRACTOR. This Contract shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers, interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner to be COUNTY's employees.

XXXII. SUBCONTRACTING

A. No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by CONTRACTOR, in whole or in part, without first obtaining the prior express written consent of COUNTY. Any attempt by CONTRACTOR to subcontract or delegate any performance of this Contract without prior express written consent of COUNTY shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

B. In the event that CONTRACTOR is authorized by COUNTY to subcontract, this Contract shall take precedence over the terms of the agreement between CONTRACTOR and subcontractor, and any agreement between CONTRACTOR and a subcontractor shall incorporate by reference the terms of this Contract. CONTRACTOR shall remain responsible for the performance of this Contract and indemnification of COUNTY notwithstanding the COUNTY's consent to CONTRACTOR's request for approval of a subcontractor. Under no circumstances shall COUNTY be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by CONTRACTOR and must meet the approval of the COUNTY of Orange pursuant to the terms of this Contract.

XXXIII. TERM

A. The term of this Contract shall commence as specified in the Referenced Contract Provisions of this Contract or the execution date, whichever is later. This Contract shall terminate as specified in the Referenced Contract Provisions of this Contract unless otherwise sooner terminated as provided in this Contract. CONTRACTOR shall be obligated to perform such duties as would normally extend beyond

this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and accounting.

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

XXXIV. TERMINATION

A. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe as determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the Contract could be terminated.

B. COUNTY may terminate this Contract immediately, upon written notice, on the occurrence of any of the following events:

1. The loss by CONTRACTOR of legal capacity.
2. Cessation of services.
3. The delegation or assignment of CONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.
4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Contract.
5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Contract.
6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Contract.
7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Contract.

C. CONTINGENT FUNDING

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

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

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

2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Contract upon thirty (30) calendar days' written notice given

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CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

D. In the event this Contract is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its sole discretion, reduce the Not To Exceed Amount of this Contract to be consistent with the reduced term of the Contract.

E. In the event this Contract is terminated CONTRACTOR shall do the following:

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

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

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

4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.

5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with Client's best interests.

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

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

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

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

F. COUNTY may terminate this Contract, without cause, upon thirty (30) calendar days' written notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

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XXXV. THIRD PARTY BENEFICIARY

Neither Party hereto intends that this Contract shall create rights hereunder in third parties including, but not limited to, any subcontractors or any Clients provided services pursuant to this Contract.

XXXVI. WAIVER OF DEFAULT OR BREACH

Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or any breach by CONTRACTOR shall not be considered a modification of the terms of this Contract.

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

New Alternatives, Inc.

Signed by:
klea galasso
3B93878FEE2243E...

BY: _____ DATED: August 18, 2026

CEO

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

HEALTH CARE AGENCY

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

BY: _____ DATED: _____

DEPUTY

If CONTRACTOR is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If the Contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her signature alone is required by ADMINISTRATOR..

EXHIBIT A
CONTRACT FOR PROVISION OF
CHILDREN AND YOUTH
FULL SERVICE PARTNERSHIP WITH HIGH FIDELITY WRAPAROUND SERVICES
BETWEEN
COUNTY OF ORANGE
AND
NEW ALTERNATIVES, INC.
OCTOBER 16, 2026 THROUGH JUNE 30, 2029

I. COMMON TERMS AND DEFINITIONS

A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Contract.

GENERAL DEFINITIONS

1. Accepted Claims means Medi-Cal claims that have been successfully transmitted to the State via an EDI 837 transaction and remain valid at the end of the invoicing cycle (i.e., not voided or superseded by a replacement claim within the same invoicing cycle).

2. Advance Directives means a written instruction, such as a living will or durable power of attorney for health care, recognized under State law (whether statutory or as recognized by the courts of the State), relating to the provision of health care when the individual is incapacitated.

3. Abuse means provider practices that are inconsistent with sound, fiscal, business, or medical practices, and result in an unnecessary cost to the Medi-Cal program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. It also includes Client practices that result in unnecessary cost to the Medi-Cal program. (See 42 C.F.R. §§ 438.2, 455.2)

4. Adolescents means Clients under age 21.

5. Adult means Clients 21 years of age or over.

6. Alcohol or other Drug (AOD) Counselor means: 1) either certified or registered by an organization that is recognized by the Department of Health Care Services and accredited with the National Commission for Certifying Agencies (NCCA); and 2) meets all California State education, training, and work experience requirements set forth in the Counselor Certification Regulations, 9 C.C.R., division 4, chapter 8.

7. American Indian/Alaska Native (AI/AN) means any person defined in Title 25 United States Code sections 1603(13), 1603(28), or section 1679(a), or who has been determined eligible as an Indian under 42 C.F.R. section 136.12.

8. Ancillary Service means to include individualized connection, referral, and linkages to community-based services and supports.

9. Appeal means a review by CONTRACTOR of an adverse benefit determination or a denial to expedite an authorization decision.

10. Available Capacity means the total number of units of service (bed days, hours, slots, etc.) that CONTRACTOR actually makes available in the current fiscal year.

11. ASAM Criteria means the comprehensive set of guidelines developed by the American Society of Addiction Medicine for placement, continued stay, transfer, or discharge of patients with addiction and co-occurring conditions.

12. Behavioral Health Information Notice (BHIN) "Behavioral Health Information Notice" or "BHIN" means guidance from DHCS to inform counties and contractors of changes in policy or procedures at the federal or state levels. These were previously referred to as Mental Health and Substance Use Disorder Services Information Notices (MHSUDS IN). BHINs and MHSUDS INs are available on the DHCS website.

13. Calendar Week means the seven-day period from Sunday through Saturday.

14. Complaint means requesting to have a problem solved or have a decision changed because the individual is not satisfied. Depending on the circumstances, a complaint may also qualify as a grievance or an appeal.

15. Contractor means the Contractor named in this Contract.

16. Contracted Provider means: 1) For SMHS and DMC-ODS programs (if applicable to CONTRACTOR): All network providers (including providers owned or operated by CONTRACTOR), and any out-of-network providers with whom CONTRACTOR contracts for the delivery of covered services to Clients. 2) For DMC programs (if applicable to CONTRACTOR): A DMC-certified provider (including a provider owned or operated by CONTRACTOR) that has entered into an agreement with CONTRACTOR to be a provider of covered services.

17. Corrective Action Plan (CAP) means the written plan of action which CONTRACTOR develops and submits to COUNTY to address or correct a deficiency or process that is non-compliant with applicable standards.

18. County of Responsibility means the county that is financially responsible for the behavioral health needs and services of a given client.

19. Days means calendar days, unless otherwise specified.

20. Dedicated Capacity means the historically calculated service capacity, by modality, adjusted for the projected expansion or reduction in services, which CONTRACTOR agrees to make available to provide SUD services to persons eligible for CONTRACTOR services.

21. DHCS Timely Filing Limits means the maximum period established by DHCS within which Medi-Cal claims must be submitted, corrected, voided, or replaced to be eligible for State reimbursement. This includes: An initial timely filing limit of twelve (12) months from the month of service for submitting original Medi-Cal claims; and, for original claims meeting the initial timely filing limit, a total of fifteen (15) months from the month of service to correct, void, or replace denied or returned claims, provided

State timely filing requirements have not expired. Claims submitted or corrected after applicable DHCS timely filing limits are ineligible for reimbursement and will be excluded from COUNTY payment and Final Settlement of Medi-Cal claims.

22. DIRECTOR means the Director of the County Behavioral Health Department, unless otherwise specified

23. Discrimination Grievance means a complaint concerning the unlawful discrimination on the basis of any characteristic protected under federal or state law, including sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.

24. Distinct Group means a unique group service identified after deduplicating Accepted Claims for group services using date of service, procedure code, billed units, rendering provider and other relevant EDI 837 fields.

25. DMC-Certified Provider means a substance use disorder clinic location that has received certification to be reimbursed as a DMC clinic by the state to provide services as described in 22 C.C.R. section 51341.1.

26. DMC Re-certification means the process by which the DMC-certified clinic is required to submit an application and specified documentation, as determined by DHCS, to remain eligible to participate in and be reimbursed through the DMC program. Re-certification shall occur no less than every five years from the date of previous DMC certification or re-certification.

27. DMC Termination of Certification means the provider is no longer certified to participate in the Drug Medi-Cal program upon the state's issuance of a DMC certification termination notice.

28. DMC Temporary Suspension means the provider is temporarily suspended from participating in the DMC program pursuant to W&I Code section 14043.36, subdivision (a). The provider cannot bill for DMC services from the effective date of the temporary suspension.

29. Drug Medi-Cal Organized Delivery System (DMC-ODS) is a Medi-Cal SUD delivery system to provide SUD treatment services to clients in Counties that choose to opt into and implement the program.

30. Drug Medi-Cal (DMC) Program means the state system wherein Clients receive covered services from DMC-certified substance use disorder treatment providers.

31. Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) means the federal mandate under Section 1905(r) of the Act, which requires CONTRACTOR to ensure that all Clients under age 21 receive all applicable mental health or SUD services needed to correct or ameliorate health conditions that are coverable under Section 1905(a) of the Act. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate health condition. Services that sustain, support, improve, or make more tolerable a health condition are considered to ameliorate the condition and are thus covered as EPSDT services.

32. Education and Job Skills means linkages to life skills, employment services, job training, and education services.

33. Emergency means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in the following:

a. Placing the health of the individual (or, for a pregnant client, the health of the client or their unborn child) in serious jeopardy;

b. Serious impairment to bodily functions;

c. Serious dysfunction of any bodily organ or part; or

d. Death.

34. Excluded Services means services that are not covered under this Contract.

35. Expanded Substance Use Disorder Treatment Services means services listed in Supplement 3 to Attachment 3.1-A of the California Medi-Cal State Plan.

36. Face-to-Face means a service occurring in person.

37. Federal Financial Participation (FFP) means the share of federal Medicaid funds for reimbursement of covered services.

38. Final Settlement means COUNTY's conclusive determination of the amount owed to or by CONTRACTOR after reconciling provisional payments with verified allowable costs, required documentation and, if relevant, final claims adjudication status after DHCS timely filing limits have expired. Final Settlement incorporates all Reconciliation results, and no further Reconciliation occurs thereafter, except as expressly required by law, audit authority, or to address SD/MC claims that are subsequently voided or adjusted at any time, including after the Contract term has ended.

39. Fraud means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to self or some other person. It includes an act that constitutes fraud under applicable State and Federal law. (42 C.F.R. §§ 438.2, 455.2)

40. Grievance means an expression of dissatisfaction about any matter other than an adverse benefit determination or an appeal of a denial to expedite an authorization decision. Grievances may include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the Client's rights regardless of whether remedial action is requested. (42 C.F.R. § 438.400)

41. Grievance and Appeal System means the processes CONTRACTOR implements to handle appeals of an adverse benefit determination and grievances, as well as the processes to collect and track information about them.

42. Hospitalization means a supervised recovery period in a facility that provides hospital inpatient care.

43. Habilitative services and devices help a person keep, learn, or improve skills and functioning for daily living. (45 C.F.R. § 156.115(a)(5)(i))

44. Homelessness means the Client meets the definition established in section 11434a of the federal McKinney-Vento Homeless Assistance Act. Specifically, this includes:

a. individuals who lack a fixed, regular, and adequate nighttime residence (within the meaning of section 103(a)(1) of the Act); and (B) includes:

1) children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;

2) children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of section 103(a)(2)(C));

3) children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and

4) migratory children (as such term is defined in section 1309 of the Elementary and Secondary Education Act of 1965) who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).

45. Indian Health Care Provider (IHCP) means a health care program operated by the IHS ("IHS facility"), an Indian Tribe, a Tribal Organization, or Urban Indian Organization (otherwise known as an I/T/U) as those terms are defined in section 4 of the Indian Health Care Improvement Act. (25 U.S.C. § 1603; 42 C.F.R. § 438.14(a)).

46. Indian Health Service (IHS) facilities means facilities and/or health care programs administered and staffed by the federal Indian Health Service.

47. Involvement in child welfare means the Client has an open child welfare services case, or the Client is determined by a child welfare services agency to be at imminent risk of entering foster care but able to safely remain in their home or kinship placement with the provision of services under a prevention plan, or the Client is a child whose adoption or guardianship occurred through the child welfare system. A child has an open child welfare services case if: a) the child is in foster care or in out of home care, including both court-ordered and by voluntary agreement; or b) the child has a family maintenance case (pre- placement or post-reunification), including both court-ordered and by voluntary agreement. A child can have involvement in child welfare whether the child remains in the home or is placed out of the home.

48. Juvenile justice involvement means the Client (1) has ever been detained or committed to a juvenile justice facility, or (2) is currently under supervision by the juvenile delinquency court and/or a juvenile probation agency. Clients who have ever been in custody and held involuntarily through operation of law enforcement authorities in a juvenile justice facility, including youth correctional institutions, juvenile detention facilities, juvenile justice centers, and other settings such as boot camps, ranches, and

forestry/conservation camps, are included in the "juvenile justice involvement" definition. Clients on probation, who have been released home or detained/placed in foster care pending or post- adjudication, under probation or court supervision, participating in juvenile drug court or other diversion programs, and who are otherwise under supervision by the juvenile delinquency court and/or a juvenile probation agency also meet the "juvenile justice involvement" criteria.

49. Licensed Practitioners of the Healing Arts (LPHA) includes any of the following: licensed physicians, licensed psychologists (including waivered psychologists), licensed clinical social workers (including waivered or registered clinical social workers), licensed professional clinical counselors (including waivered or registered professional clinical counselors), licensed marriage and family therapists (including waivered or registered marriage and family therapists), registered nurses (including certified nurse specialists and nurse practitioners), licensed vocational nurses, licensed psychiatric technicians, and licensed occupational therapists.

50. Managed Care Program means a managed care delivery system operated by a state as authorized under sections 1915(a), 1915(b), 1932(a), or 1115(a) of the Social Security Act.

51. Medically necessary or medical necessity has the same meaning as set forth in W&I Code sections 14059.5 and 14184.402 and any related guidance issued by the Department.

a. For Clients 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain.

b. For Clients under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the EPSDT standard set forth in Section 1396d(r)(5) of Title 42 of the United States Code, including if the service is necessary to correct or ameliorate mental health conditions and SUDs, as described above under the definition of ESPDT.

52. Client means a Medi-Cal recipient who is eligible to receive services from CONTRACTOR.

53. Modality means those necessary overall general service activities to provide substance use disorder services as described in Health and Safety Code, division 10.5. 52. A "Network Provider" means a provider or group of providers, including a provider owned or operated by CONTRACTOR, that has a network provider agreement with CONTRACTOR or a subcontractor, and receives Medicaid funding directly or indirectly to order, refer or render covered SMHS and/or DMC-ODS services under this Contract (as applicable to CONTRACTOR). A network provider is not a subcontractor by virtue of the network provider agreement. (42 C.F.R. § 438.2) (The term "network provider" is not applicable to DMC programs.)

54. Out-of-network provider means, for purposes of SMHS and DMC-ODS programs, a provider or group of providers that does not have a network provider agreement with CONTRACTOR or with a subcontractor. A provider may be "out of network" for one behavioral health managed care program, but in the network of another behavioral health managed care program. (The term "out-of-network provider" is not applicable to DMC programs.)

55. Out-of-plan provider has the same meaning as out-of-network provider.

56. Overpayment means any payment made to a contracted provider by CONTRACTOR to which the contracted provider is not entitled under Title XIX of the Act, or any payment to CONTRACTOR by the Department to which CONTRACTOR is not entitled to under Title XIX of the Act. (42 C.F.R. § 438.2)

57. Payment Suspension means a DMC-certified provider has been issued a notice pursuant to W&I Code section 14107.11 and is not authorized to receive payments after the payment suspension date for DMC services, regardless of when the service was provided.

58. Peer Support Specialist means an individual with a current State-approved Medi-Cal Peer Support Specialist Certification Program certification who meets ongoing education requirements and provides services under the direction of a Behavioral Health Professional. (State Plan, Supplement 3 to Attachment 3.1-A, page 2j [TN 22-0026].)

59. Performance means providing the dedicated capacity for covered services, and more generally, abiding by the terms of Exhibit A and all applicable state and federal statutes, regulations, and standards in expending funds for the provision of covered services under this Contract.

60. Physician Incentive Plans mean any compensation arrangement to pay a physician or physician group that may directly or indirectly have the effect of reducing or limiting the services provided to any plan enrollee.

61. Physician services means services provided by an individual licensed under state law to practice medicine.

62. PIHP means Prepaid Inpatient Health Plan. A Prepaid Inpatient Health Plan is an entity that: 1) Provides medical services to clients under contract with the Department, and on the basis of prepaid capitation payments, or other payment arrangement that does not use state plan rates; 2) Provides, arranges for, or otherwise has responsibility for the provision of any inpatient hospital or institutional services for its clients; and 3) Does not have a comprehensive risk contract. (42 C.F.R. § 438.2)

63. Postpartum as defined for DMC purposes, means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility for perinatal services shall end on the last day of the calendar month in which the 60th day occurs.

64. Postservice Postpayment (PSPP) Utilization Review means the review for DMC/DMC-ODS program compliance conducted by the state after service was rendered and paid. The Department may recover prior payments of Federal and state funds if such a review determines that the services did not comply with the applicable statutes, regulations, or terms as specified in this Contract.

65. Postservice Prepayment Utilization Review means the review for DMC/DMC- ODS program compliance and or integrity conducted by DHCS. DHCS will provide technical assistance for areas identified that did not comply with the applicable statutes, regulations, or standards (Cal. Code Regs., tit. 22, § 51159(b)).

66. Prior authorization means a formal process requiring a provider to obtain advance approval for the amount, duration, and scope of covered services.

67. Primary Care means all health care services and laboratory services customarily furnished by or through a general practitioner, family physician, internal medicine physician, obstetrician/gynecologist, pediatrician, or other licensed practitioner as authorized by the State Medicaid program, to the extent the furnishing of those services is legally authorized in the state in which the practitioner furnishes them.

68. Primary care provider means a person responsible for supervising, coordinating, and providing initial and primary care to patients, for initiating referrals, and for maintaining the continuity of patient care. A primary care provider may be a primary care physician or non-physician medical practitioner.

69. Prescription drugs means simple substances or mixtures of substances prescribed for the cure, mitigation, or prevention of disease, or for health maintenance that are: 1) Prescribed by a physician or other licensed practitioner of the healing arts within the scope of professional practice as defined and limited by Federal and State law; 2) Dispensed by licensed pharmacists and licensed authorized practitioners in accordance with the State Medical Practice Act; and 3) Dispensed by the licensed pharmacist or practitioner on a written prescription that is recorded and maintained in the pharmacist's or practitioner's records.

70. Provider means any individual or entity that is engaged in the delivery of services, or ordering or referring for those services, and is licensed or certified to do so, including providers employed, owned, or operated by CONTRACTOR. (42 C.F.R. 438.2)

71. Utilization Review/Quality Assessment (UR/QA) activities are reviews of physicians, health care practitioners and providers of health care services in the provision of health care services and items for which payment may be made to determine whether: 1) Such services are or were reasonable and medically necessary and whether such services and items are allowable; and 2) The quality of such services meets professionally recognized standards of health care.

72. Reconciliation means COUNTY's interim review and comparison of provisional payments to CONTRACTOR against verified allowable costs, required documentation, and updated service or claims adjudication data available at the time of review. Reconciliation may occur multiple times and remains subject to further adjustment until Final Settlement.

73. Rehabilitation Services includes any medical or remedial services recommended by a physician or other licensed practitioner of the healing arts, within the scope of their practice under state law, for maximum reduction of physical or mental disability and restoration of a Client to their best possible functional level.

74. Relapse means a single instance of a Client's substance use or a Client's return to a pattern of substance use.

75. Relapse Trigger means an event, circumstance, place or person that puts a Client at risk of relapse.

76. Revenue means CONTRACTOR's income from sources other than the state allocation.

77. Safeguarding medications means facilities will store all resident medication and facility staff may assist with resident's self-administration of medication.

78. Satellite site means a site owned, leased or operated by an organizational provider at which SMHS are delivered to Clients fewer than 20 hours per week, or, if located at a multiagency site at which SMHS are delivered by no more than two employees or contractors of the provider.

79. Service Area means the geographical area under CONTRACTOR's jurisdiction.

80. Service Authorization Request means a Client's request for the provision of a service.

81. Service Element is the specific type of service performed within the more general service modalities.

82. Short-Term Resident means any Client receiving residential SUD services; regardless of the length of stay. The Client is considered a "short-term resident" of the residential facility in which they are receiving the services.

83. Significant Change means a change in the scope of covered services under this Contract, an increase or decrease in the amount or types of services that are available, an increase or decrease in the number of network providers, or any other change that would impact the benefits available through this Contract.

84. State Hearing means a hearing provided by the State to Clients pursuant to Cal. Code Regs., tit. 22, § 50951 and 50953 and Cal. Code Regs., tit. 9, § 1810.216.6. State Hearings shall comply with all applicable 42 CFR requirements.

85. Subcontractor means an individual or entity that has a contract with CONTRACTOR that relates directly or indirectly to the performance of CONTRACTOR's obligations under this Contract. (42 C.F.R. § 438.2.) A contracted provider is not a subcontractor by virtue of its provider agreement to deliver covered services.

86. Substance Use Disorder Diagnoses are those set forth in the Diagnostic and Statistical Manual of Mental Disorders Fifth Edition, published by the American Psychiatric Association.

87. Substance Use Disorder Medical Director has the same meaning as in 22 C.C.R. section 51000.24.4.

88. Support Groups means linkages to self-help and support, spiritual and faith- based support.

89. Support Plan means a list of individuals and/or organizations that can provide support and assistance to a Client to maintain sobriety.

90. Telehealth means contact with a Client via synchronous audio and video by an LPHA, Peer Support Specialist, or registered or certified counselor and may be done in the community or the home.

91. Telephone means contact with a Client via synchronous, real-time audio-only telecommunications systems.

92. Therapy means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction and restoration of functioning as a means to improve coping and adaptation and reduce

functional impairments. Therapeutic intervention includes the application of cognitive, affective, verbal or nonverbal, strategies based on the principles of development, wellness, adjustment to impairment, recovery and resiliency to assist a client in acquiring greater personal, interpersonal and community functioning or to modify feelings, thought processes, conditions, attitudes or behaviors which are emotionally, intellectually, or socially ineffective. These interventions and techniques are specifically implemented in the context of a professional clinical relationship. Therapy may be delivered to a Client or group of Clients and may include family therapy directed at improving the Client's functioning and at which the Client is present. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

93. Threshold Language means a language that has been identified as the primary language, as indicated on the Medi-Cal Eligibility System (MEDS), of 3,000 clients or five percent of the client population, whichever is lower, in an identified geographic area.

94. Transportation Services means provision of or arrangement for transportation to and from medically necessary treatment.

95. Treatment Planning means a service activity to develop or update a Client's course of treatment, documentation of the recommended course of treatment, and monitoring a Client's progress. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

96. Tribal 638 Providers means Federally recognized Tribes or Tribal organizations that contract or compact with IHS to plan, conduct and administer one or more individual programs, functions, services or activities under Public Law 93-638. 1) A Tribal 638 provider enrolled in Medi-Cal as an Indian Health Services- Memorandum of Agreement (IHS-MOA) provider must appear on the "List of American Indian Health Program Providers" set forth in APL 17- 020, Attachment 1 in order to qualify for reimbursement as a Tribal 638 Provider under BHIN 22-020. 2) A Tribal 638 provider enrolled in Medi-Cal as a Tribal Federally Qualified Health Center (FQHC) provider is governed by and must enroll in Medi-Cal consistent with the Tribal FQHC criteria established in the California State Plan, the Tribal FQHC section of the Medi-Cal provider manual, and APL 21-008. Tribal 638 providers enrolled in Medi-Cal as a Tribal FQHC must appear on the "List of Tribal Federally Qualified Health Center Providers," which is set forth on Attachment 2 to APL 21- 008.

97. Urban Indian Organizations (UIO) is a Nonprofit corporate body situated in an urban center, governed by an urban Indian controlled board of directors, and providing for the maximum participation of all interested Indian groups and individuals, which body is capable of legally cooperating with other public and private entities for the purpose of performing the activities described in section 1653(a) of Title 25 of the Code of Federal Regulations.

98. Urgent care means a condition perceived by a Client as serious, but not life threatening. A condition that disrupts normal activities of daily living and requires assessment by a health care provider and if necessary, treatment within 24-72 hours.

99. Voided Claims reverse the previously approved claim and recoups the funds associated with that claim. MHPs may void a previously approved claim at any time. SD/MC does not require voids to be submitted within a certain time frame after the service was rendered.

100. Waste generally understood to encompass the overutilization or inappropriate utilization of services and misuse of resources and typically is not a criminal or intentional act.

B. SPECIALTY MENTAL HEALTH SERVICES DEFINITIONS

1. Assessment means a service activity designed to collect information and evaluate the current status of a Client's mental, emotional, or behavioral health to determine whether Rehabilitative Mental Health Services are medically necessary and to recommend or update a course of treatment for that Client. Assessments shall be conducted and documented in accordance with applicable State and Federal statutes, regulations, and standards. (State Plan, Supplement 3 to Attachment 3.1-A, page 1 [TN 22-0023].)

2. Adult Residential Treatment Services are recovery focused rehabilitative services provided in a non-institutional, residential setting for Clients who would be at risk of hospitalization or other institutional placement if they were not in the residential treatment program. The service is available 24 hours a day, seven days a week and structured day and evening services are available all seven days. Adult residential treatment services must have a clearly established site for services although all services need not be delivered at that site and some service components may be delivered through telehealth or telephone. Services will not be claimable unless the Client has been admitted to the program and there is face-to-face contact between the Client and a treatment staff person of the facility on the day of the service. This service includes one or more of the following components: assessment, treatment planning, therapy, and psychosocial rehabilitation. (State Plan, Supplement 3 to Attachment 3.1-A, page 2f [TN 22-0023].)

3. Community-Based Mobile Crisis Intervention Services (also referred to as "Mobile Crisis Services")" are services that provide rapid response, individual assessment and community-based stabilization to Medi-Cal clients who are experiencing a behavioral health crisis. Mobile Crisis Services are designed to provide relief to clients experiencing a behavioral health crisis, including through de-escalation and stabilization techniques; reduce the immediate risk of danger and subsequent harm; and avoid unnecessary emergency department care, psychiatric inpatient hospitalizations, and law enforcement involvement. Mobile Crisis Services include warm handoffs to appropriate settings and providers when the Client requires additional stabilization and/or treatment services; coordination with and referrals to appropriate health, social and other services and supports, as needed, and short-term follow-up support to help ensure the crisis is resolved and the Client is connected to ongoing care. Mobile Crisis Services are directed toward the Client in crisis but may include contact with a family of client(s) or other significant support collateral(s) if the purpose of the collateral's participation is to assist the Client in addressing their behavioral health crisis and restoring the Client to the highest possible functional level. Mobile crisis services are provided by a multidisciplinary mobile crisis team at the location where the Client is experiencing the behavioral health crisis. Locations may include, but are not limited to, the Client's home, school, or workplace, on the street, or where a Client socializes. Mobile Crisis Services

claimed under this option cannot be provided in hospitals or other facility settings. Mobile crisis services shall be available to Clients experiencing behavioral health crises 24 hours a day, 7 days a week, and 365 days a year.

4. Crisis Intervention is an unplanned, expedited service to or on behalf of, a Client to address a condition that requires more timely response than a regularly scheduled visit. Crisis intervention is an emergency response service enabling a Client to cope with a crisis, while assisting the Client in regaining their status as a functioning community client. The goal of crisis intervention is to stabilize an immediate crisis within a community or clinical treatment setting. It may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the Client. This service includes one or more of the following service components: assessment, therapy, and referral and linkages. Crisis Intervention services may either be face-to-face or by telephone or telehealth and may be provided in a clinic setting or anywhere in the community. (State Plan, Supplement 3 to Attachment 3.1-A, page 2d [TN 22-0023].)

5. Crisis Residential Treatment Services are therapeutic or rehabilitative services provided in a non-institutional residential setting which provides a structured program (short term-3 months or less) as an alternative to hospitalization for Clients experiencing an acute psychiatric episode or crisis who do not have medical complications requiring nursing care. This service is available 24 hours a day, seven days a week and structured day and evening services are available all seven days. Crisis residential treatment services must have a clearly established site for services although all services need not be delivered at that site and some service components may be delivered through telehealth or telephone. Services will not be claimable unless the Client has been admitted to the program and there is face-to-face contact between the Client and a treatment staff person of the facility on the day of the service. This service includes one or more of the following: assessment, treatment planning, therapy, psychosocial rehabilitation, and crisis intervention. (State Plan, Supplement 3 to Attachment 3.1-A, page 2g [TN 22-0023].)

6. Crisis Stabilization is an unplanned, expedited service lasting less than 24 hours, to or on behalf of, a Client to address an urgent condition that requiring immediate attention that cannot be adequately or safely addressed in a community setting. The goal of crisis stabilization is to avoid the need for inpatient services which, if the condition and symptoms are not treated, present an imminent threat to the Client or others, or substantially increase the risk of the Client becoming gravely disabled. Crisis stabilization must be provided on site at a licensed 24-hour health care facility, at a hospital- based outpatient program (services in a hospital- based outpatient program are provided in accordance with 42 CFR 40.20), or at a provider site certified by the Department of Health Care Services to perform crisis stabilization and some service components may be delivered through telehealth or telephone. Crisis stabilization is an all-inclusive program and no other Rehabilitative Mental Health Services are reimbursable during the same time period this service is reimbursed. Crisis stabilization may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the Client. Medical backup services must be available either on site or by written

contract or agreement with a general acute care hospital. Medical backup means immediate access within reasonable proximity to health care for medical emergencies. Medications must be available on an as needed basis and the staffing pattern must reflect this availability. All Clients receiving crisis stabilization must receive an assessment of their physical and mental health. This may be accomplished using protocols approved by a physician. If outside services are needed, a referral that corresponds with the Client 's needs will be made, to the extent resources are available. This service includes one or more of the following service components: assessment, therapy, crisis intervention, medication support services, referral and linkages. (State Plan, Supplement 3 to Attachment 3.1-A, page 2e [TN 22-0023].)

7. Day Rehabilitation is a structured program which provides services to a distinct group of individuals. Day rehabilitation is intended to improve or restore personal independence and functioning necessary to live in the community or prevent deterioration of personal independence consistent with the principles of learning and development. Services are available for at least three hours each day. Day rehabilitation is a program that lasts less than 24 hours each day. Day rehabilitation may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the Client. This service includes one or more of the following service components: assessment, treatment planning, therapy, and psychosocial rehabilitation. (State Plan, Supplement 3 to Attachment 3.1-A, page 2c [TN 22-0023].)

8. Day Treatment Intensive is a structured, multi-disciplinary program of therapy that may be used as an alternative to hospitalization, or to avoid placement in a more restrictive setting, or to maintain the Client in a community setting and which provides services to a distinct group of Clients who receive services for at least three hours per day and lasts less than 24 hours each day. This service may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the Client. Day treatment intensive services must have a clearly established site for services although all services need not be delivered at that site and some service components may be delivered through telehealth or telephone. (State Plan, Supplement 3 to Attachment 3.1-A, page 2c [TN 22-0023].) This service includes one or more of the following service components: assessment, treatment planning, therapy, and psychosocial rehabilitation.

9. Intensive Care Coordination (ICC) is a targeted case management service that facilitates assessment of care planning for and coordination of services to Clients under age 21 who are eligible for the full scope of Medi-Cal services and who meet medical criteria to access SMHS. ICC service components include: assessing; service planning and implementation; monitoring and adapting; and transition. ICC services are provided through the principles of the Integrated Core Practice Model (ICPM), including the establishment of the Child and Family Team (CFT) to ensure facilitation of a collaborative relationship among a child, their family and involved child-serving systems. The CFT is comprised of – as appropriate, both formal supports, such as the care coordinator, providers, case managers from child-serving agencies, and natural supports, such as family clients, neighbors, friends, and clergy and all ancillary individuals who work together to develop and implement the client plan and are responsible for

supporting the child and family in attaining their goals. ICC also provides an ICC coordinator who: 1) Ensures that medically necessary services are accessed, coordinated and delivered in a strength-based, individualized, family/child driven and culturally and linguistically competent manner and that services and supports are guided by the needs of the child; 2) Facilitates a collaborative relationship among the child, their family and systems involved in providing services to the child; 3) Supports the parent/caregiver in meeting their child's needs; 4) Helps establish the CFT and provides ongoing support; and 5) Organizes and matches care across providers and child serving systems to allow the child to be served in their community.

10. Intensive Home Based Services (IHBS) are individualized, strength-based interventions designed to ameliorate mental health conditions that interfere with a child's functioning and are aimed at helping the child build skills necessary for successful functioning in the home and community and improving the child's family's ability to help the child successfully function in the home and community. IHBS services are provided in accordance with the Integrated Core Practice Model (ICPM) by the Child and Family Team (CFT) in coordination with the family's overall service plan which may include IHBS. Service activities may include, but are not limited to assessment, treatment plan, therapy, rehabilitation and include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the client. IHBS is provided to Clients under 21 who are eligible for the full scope of Medi-Cal services and who meet the access criteria for SMHS.

11. Medication Support Services include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. This service includes one or more of the following service components: evaluation of the need for medication; evaluation of clinical effectiveness and side effects; medication education including instruction in the use, risks and benefits of, and alternatives for medication; treatment planning. Medication support services may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the Client. This service may also include assessing the appropriateness of reducing medication usage when clinically indicated. Medication support services may be provided face-to-face, by telephone or by telehealth, and may be provided anywhere in the community. Medication support services may be delivered as a standalone service or as a component of crisis stabilization.

12. Mental Health Services are individual, group, or family-based interventions that are designed to provide a reduction of the Client's mental or emotional disability, and restoration, improvement and/or preservation of individual and community functioning, and continued ability to remain in the community consistent with the goals of recovery, resiliency, learning, development, independent living, and enhanced self-sufficiency and that are not provided as components of adult residential services, crisis residential services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Mental health services may include contact with significant support persons or other collateral if the purpose of their participation is to focus on the treatment of the Client. This service includes one or more of the

following service components: assessment, treatment planning, therapy, and psychosocial rehabilitation. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22- 0023].)

13. Peer Support Services are culturally competent individual and group services that promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set recovery goals and identify steps to reach the goals. Services aim to prevent relapse, empower Clients through strength-based coaching, support linkages to community resources, and to educate Clients and their families about their conditions and the process of recovery. Peer support services may be provided with the Client or significant support person(s) and may be provided in a clinical or non-clinical setting. Peer support services can include contact with family of Clients or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the Client by supporting the achievement of the Client's treatment goals. 1) Peer support services are based on an approved plan of care and may be delivered as a standalone service. Peer support services include one or more of the following service components: 2) Educational Skill Building Groups, which are groups provided in a supportive environment in which Clients and their families learn coping mechanisms and problem-solving skills in order to help the Clients achieve desired outcomes. These groups promote skill building for the Clients in the areas of socialization, recovery, self- sufficiency, self-advocacy, development of natural supports, and maintenance of skills learned in other support services. 3) Engagement, which means Peer Support Specialist led activities and coaching to encourage and support Clients to participate in behavioral health treatment. Engagement may include supporting Clients in their transitions and supporting Clients in developing their own recovery goals and processes. 4) Therapeutic Activity, which means structured non-clinical activity provided by a Peer Support Specialist to promote recovery, wellness, self-advocacy, relationship enhancement, development of natural supports, self-awareness and values, and the maintenance of community living skills to support the Client's treatment to attain and maintain recovery within their communities. These activities may include, but are not limited to, advocacy on behalf of the Client; promotion of self-advocacy; resource navigation; and collaboration with the Clients and others providing care or support to the Client, family of Clients, or significant support persons. (State Plan, Supplement 3 to Attachment 3.1-A, page 2 [TN 22-0023].)

14. Psychiatric Health Facility Services are therapeutic and/or rehabilitative services provided in a psychiatric health facility licensed by DHCS. Psychiatric health facilities are licensed to provide acute inpatient psychiatric treatment to individuals with major mental disorders. Psychiatric health facility services may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the Client. Services are provided in a psychiatric health facility under a multidisciplinary model and some service components may be delivered through telehealth or telephone. Psychiatric health facilities may only admit and treat patients who have no physical illness or injury that would require treatment beyond what ordinarily could be treated on an outpatient basis. Services include the following components: assessment, treatment planning, therapy, psychosocial

rehabilitation, and crisis intervention. These services are separate from those categorized as "Psychiatric Inpatient Hospital". (State Plan, Supplement 3 to Attachment 3.1-A, page 2g [TN 22-0023].)

15. Psychiatric Inpatient Hospital Services include both acute psychiatric inpatient hospital services and administrative day services. Acute psychiatric inpatient hospital services are provided to Clients for whom the level of care provided in a hospital is medically necessary to diagnose or treat a covered mental illness. Administrative day services are inpatient hospital services provided to Clients who were admitted to the hospital for an acute psychiatric inpatient hospital service and the Client's stay at the hospital must be continued beyond the Client's need for acute psychiatric inpatient hospital services due to lack of residential placement options at non-acute residential treatment facilities that meet the needs of the Client. Psychiatric inpatient hospital services are provided by SD/MC hospitals and FFS/MC hospitals. SMHS programs claim reimbursement for the cost of psychiatric inpatient hospital services provided by SD/MC hospitals through the SD/MC claiming system. FFS/MC hospitals claim reimbursement for the cost of psychiatric inpatient hospital services through the Fiscal Intermediary. SMHS programs are responsible for authorization of psychiatric inpatient hospital services reimbursed through either billing system. For SD/MC hospitals and FFS/MC hospitals, the daily rate does not include professional services, which are billed separately from the SD/MC and FFS/MC inpatient hospital services via the SD/MC claiming system.

16. Psychosocial Rehabilitation means a recovery or resiliency focused service activity which addresses a mental health need. This service activity provides assistance in restoring, improving, and/or preserving a Client's functional, social, communication, or daily living skills to enhance self-sufficiency or self- regulation in multiple life domains relevant to the developmental age and needs of the Client. Psychosocial rehabilitation includes assisting Clients to develop coping skills by using a group process to provide peer interaction and feedback in developing problem-solving strategies. In addition, psychosocial rehabilitation includes therapeutic interventions that utilize self-expression such as art, recreation, dance or music as a modality to develop or enhance skills. These interventions assist the Client in attaining or restoring skills which enhance community functioning including problem solving, organization of thoughts and materials, and verbalization of ideas and feelings. Psychosocial rehabilitation also includes support resources, and/or medication education. Psychosocial rehabilitation may be provided to a Client or a group of Clients. (State Plan, Supplement 3 to Attachment 3.1-A, page 2a [TN 22- 0023].)

17. Referral and Linkages are services and supports to connect a Client with primary care, specialty medical care, SUD treatment providers, mental health providers, and community-based services and supports. This includes identifying appropriate resources, making appointments, and assisting a Client with a warm handoff to obtain ongoing support. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

18. Targeted case management is a service that assists a Client in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring

service delivery to ensure Client access to services and the service delivery system; monitoring of the Client's progress, placement services, and plan development. TCM services may be face-to-face or by telephone with the Client or significant support persons and may be provided anywhere in the community. Additionally, services may be provided by any person determined by the SMHS program to be qualified to provide the service, consistent with the scope of practice and state law.

19. Therapeutic Behavioral Services (TBS) are intensive, individualized, short-term outpatient treatment interventions for Clients up to age 21. Individuals receiving these services have serious emotional disturbances (SED), are experiencing a stressful transition or life crisis and need additional short-term, specific support services.

20. Therapeutic Foster Care (TFC) Services model allows for the provision of short- term, intensive, highly coordinated, trauma informed and individualized specialty mental health services activities (plan development, rehabilitation and collateral) to children up to age 21 who have complex emotional and behavioral needs and who are placed with trained, intensely supervised and supported TFC parents. The TFC parent serves as a key participant in the therapeutic treatment process of the child. The TFC parent will provide trauma informed interventions that are medically necessary for the child. TFC is intended for children youth who require intensive and frequent mental health support in a family environment. The TFC service model allows for the provision of certain specialty mental health services activities (plan development, rehabilitation and collateral) available under the EPSDT benefit as a home-based alternative to high level care in institutional settings such as group homes and an alternative to Short Term Residential Therapeutic Programs (STRTPs).

21. Therapy means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction and restoration of functioning as a means to improve coping and adaptation and reduce functional impairments. Therapeutic intervention includes the application of cognitive, affective, verbal or nonverbal, strategies based on the principles of development, wellness, adjustment to impairment, recovery and resiliency to assist a Client in acquiring greater personal, interpersonal and community functioning or to modify feelings, thought processes, conditions, attitudes or behaviors which are emotionally, intellectually, or socially ineffective. These interventions and techniques are specifically implemented in the context of a professional clinical relationship. Therapy may be delivered to a Client or group of Clients and may include family therapy directed at improving the Client's functioning and at which the Client is present. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

II. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A to the Contract and the following budgets, which are set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

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	Period One	Period Two	Period Three	TOTAL
FFP Medi-Cal	$5,625,000	$7,500,000	$7,500,000	$20,625,000
BHSA Flex Funding	$562,500	$750,000	$750,000	$2,062,500
Monthly Program Support Rate	$2,062,500	$2,750,000	$2,750,000	$7,562,500
TOTAL NOT TO EXCEED	**$8,250,000**	**$11,000,000**	**$11,000,000**	**$30,250,000**

B. CONTRACTOR agrees that BHSA revenue shall be used to cover the cost of uninsured and underinsured clients and/or non-Medi-Cal billable services and shall not exceed the amounts specified in the Budget Paragraph of this Exhibit A to the Contract, unless authorized, in writing, by ADMINISTRATOR.

C. In the event CONTRACTOR collects fees and insurance, including Medicare, for services provided pursuant to the Contract, CONTRACTOR may make written application to ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the fees and insurance shall be utilized exclusively to provide Mental Health Services. ADMINISTRATOR may, at its sole discretion, approve any such retention of revenues. Approval by ADMINISTRATOR shall be in writing to CONTRACTOR and shall specify the amount of said revenues to be retained and the quantity of services to be provided by CONTRACTOR.

D. CONTRACTOR shall collect insurance information from Clients with private insurance and bill private insurance in accordance with Medi-Cal billing requirements and County billing procedures. Clients must be informed of their share of cost determined by a financial evaluation completed by CONTRACTOR.

E. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records will reflect the actual cost of the type of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will be made in accordance with GAAP.

F. CONTRACTOR shall develop a P&P, or revise the existing P&P, regarding Flexible Funds and submit to ADMINISTRATOR no later than twenty (20) calendar days from the effective date of the Contract. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) calendar days from the effective date of the Contract. If the Flexible Funds P&P has not been approved after thirty (30) calendar days from the effective date of the Contract, any subsequent Flexible Funds expenditures may be disallowed by ADMINISTRATOR.

G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A to the Contract.

III. PAYMENTS

A. BASIS FOR REIMBURSEMENT

1. This Contract is reimbursed utilizing Medi-Cal Fee For Service (FFS) for all eligible, covered services as set forth in this Exhibit A. The Contract braids additional State Behavioral Health Services Act funding (i.e., "Other Funding") to support allowable client-related services, activities and supports (i.e., "Client-Related Services") that cannot be reimbursed by Medi-Cal. This Contract prioritizes Medi-Cal FFS billing for all eligible services. Administrative or indirect costs are not reimbursed unless expressly authorized by COUNTY.

2. Under no circumstances shall COUNTY's total reimbursement exceed the Total Amount Not to Exceed as set forth in the Referenced Contract Provisions of the Contract.

3. All reimbursements are subject to applicable federal, state and COUNTY regulations governing allowable costs.

B. BILLING REQUIREMENTS

1. Medi-Cal Billing.

a. COUNTY shall claim reimbursement to the State Medi-Cal County Claims Customer Services (MedCCC) unit on behalf of CONTRACTOR for eligible services.

b. CONTRACTOR shall ensure compliance with all Medi-Cal billing and documentation requirements, and shall ensure complete, accurate and timely entry of all encounters, billing and claims data.

c. As needed, CONTRACTOR shall void and/or replace denied claims, and, if applicable, credit or credit/re-drop charges, until DHCS timely filing limits, if applicable, expire.

d. If the Client has other healthcare coverage, CONTRACTOR shall submit Medi-Cal claims only after Coordination of Benefits (COB) with any other insurer or third-party payer, including Medicare, has been completed. CONTRACTOR shall claim the payer-of-last resort amount, reducing the balance billed amount by any primary payer paid amount, as required by Medi-Cal COB rules.

2. Other Funding Billing Requirements

a. COUNTY may use Other Funding to pay CONTRACTOR for allowable Client-Related Services that are not reimbursable under Medi-Cal, including Medi-Cal Managed Care Plan, Specialty Mental Health Services, Drug Medi-Cal-Organized Delivery System, or any other third-party payer. Reimbursement must be consistent with the Other Funding requirements and COUNTY guidance.

b. CONTRACTOR shall ensure compliance with all federal, state and COUNTY requirements, and shall ensure complete, accurate and timely entry of all encounters, billing, and service data.

c. CONTRACTOR shall maintain documentation sufficient to demonstrate that claimed services are reasonable, allowable, and allocable to the program; that Client-Related Services supported through Other Funding were not otherwise reimbursable through another funding source; and that reasonable efforts were made to maximize available Medi-Cal and third-party reimbursements.

C. REIMBURSEMENT RATES

1. COUNTY shall reimburse CONTRACTOR at the applicable COUNTY reimbursement rate schedule(s) identified in Exhibit E.

a. Medi-Cal Behavioral Health Outpatient Services. This schedule (see Exhibit E Table 1) establishes the pass-through rate, by Provider Type, of the amount paid by DHCS per billed Outpatient Services claim.

b. Other Funding Client-Related Services (if applicable). This schedule (see Exhibit E Table 2) establishes the CONTRACTOR's negotiated rate per allowable Client Related Service not reimbursable by Medi-Cal.

D. INVOICING

1. CONTRACTOR shall submit invoices on ADMINISTRATOR-approved form by the twentieth (20th) calendar day of each month. Invoices received after the due date may not be processed in accordance with Subparagraph III.E.2.

2. CONTRACTOR shall not bill COUNTY for services not rendered. If services not rendered are inadvertently billed, CONTRACTOR shall make corrections within ten (10) calendar days of identification by CONTRACTOR or notification by ADMINISTRATOR.

3. ADMINISTRATOR may withhold processing of an invoice deemed inaccurate or incomplete until CONTRACTOR submits a corrected invoice.

4. CONTRACTOR shall ensure that monthly invoices reflect the following:

a. For Medi-Cal FFS: Invoices must reflect only Accepted Claims for Medi-Cal FFS services where Dates of Service (DOS) are October 16, 2026 or later and DHCS Timely Filing Limits have not expired.

1) Invoiced amounts must be less all voided claims, as well as any previous third-party payments and revenues actually received by CONTRACTOR.

2) All Short-Doyle/Medi-Cal voids, regardless of DOS and DHCS Timely Filing Limits, shall be reduced from the monthly invoice.

3) When COUNTY confirms a technical issue with the COUNTY billing system is preventing timely billing/corrections, ADMINISTRATOR may authorize temporary use of COUNTY billing system posted charges until the technical issue is resolved. ADMINISTRATOR shall document the issue and the start and end dates of the temporary authorization. CONTRACTOR shall retain an audit trail linking posted charges to billed claims to minimize over-payments.

b. For Other Funding: Invoices must reflect only allowable costs, as permitted per the terms of this Contract, for the previous month, except as specified above in D.3.

1) For Cost-Reimbursement components, in support of the monthly invoice, CONTRACTOR shall submit an Expenditure & Revenue (E&R) Report as specified in the Reports paragraph of this Exhibit A to the Contract. R. ADMINISTRATOR shall use the E&R Report to determine payment to CONTRACTOR.

2) CONTRACTOR may submit supplemental invoice(s) for Client-Related Services, when documentation was not available at the time the original monthly invoice was submitted.

E. PAYMENT METHOD

1. Provisional Payments. COUNTY shall pay CONTRACTOR monthly in arrears based on an approved invoice. All monthly payments are provisional and subject to periodic Reconciliation and Final Settlement.

2. Payment Release. Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of a correctly completed invoice.

F. RECONCILIATION AND FINAL SETTLEMENT

1. COUNTY shall conduct periodic Reconciliations that remain subject to further revision until Final Settlement.

2. Overpayments. If Final Settlement or periodic Reconciliation determines that payments were made for disallowed costs, services not delivered, non-compliant services, claims not adjudicated paid (including denied, voided, rejected, or otherwise invalidated claims), or claims paid at an amount less than the billed amount, CONTRACTOR shall return the overpayment within thirty (30) calendar days or agree to offset in the next provisional payment(s).

3. Underpayments. If Final Settlement or Reconciliation determines that payments made were less than the allowable, documented and compliant invoiced claims and, if applicable, Client-Related Services, COUNTY shall pay CONTRACTOR the difference within thirty (30) calendar days or include the amount in the next provisional payment so long as total payments comply with Section III.A.2.

G. BILLING CONTROLS

1. To protect data integrity, CONTRACTOR shall establish and maintain separation of duties between staff providing direct services (i.e., LPHA, clinicians, counselors, etc.), and staff entering billing information. Clerical/billing staff shall enter billing/claims data using the chart/service information provided by the direct service staff.

H. DOCUMENTATION AND ACCESS

1. CONTRACTOR shall maintain separate accounting for each funding source, including Medi-Cal Fee For Service billing, third-party billing and, if applicable, Other Funding. CONTRACTOR shall ensure there is no duplication in billing across funding sources.

2. At CONTRACTOR's facility, CONTRACTOR shall maintain all source data and documentation demonstrating the allowability of billed services and costs, including but not limited to:

a. Clinical records and documentation: Compliant clinical documentation per DHCS and COUNTY standards.

b. Non-clinical service/activity records: Non-clinical logs, documentation and evidence of Client-Related Services reimbursed through Other Funding.

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c. Financial source documentation: Ledgers, books, vouchers, journals, time sheets, payrolls, appointment schedules, schedules for allocating costs, invoices, bank statements, canceled checks, receipts, receiving records, etc.

3. CONTRACTOR shall make such records and documentation available to ADMINISTRATOR upon request.

I. WITHHOLDING FOR MISSING OR UNVERIFIED RECORDS OR FOR NON-COMPLIANCE

1. Failure to provide ADMINISTRATOR with source data and documentation needed for audits or to resolve inconsistencies or disputes may result in COUNTY decreasing or withholding payments until records are made available.

2. If CONTRACTOR becomes ineligible to provide services due to non-compliance with licensure, certification or other standards of the state or COUNTY, ADMINISTRATOR shall reduce, withhold or delay payments associated with non-compliant billing practices or non-compliant licensure and/or certification. ADMINISTRATOR may also reduce the Amount Not to Exceed proportionate to the period of ineligibility.

3. CONTRACTOR shall assume responsibility for any audit disallowances or penalties imposed on COUNTY by the State related to amounts or services claimed by COUNTY on behalf of CONTRACTOR.

4. If Corrective Action Plans (CAPs) are not completed within time frames determined by ADMINISTRATOR, payments may be reduced accordingly.

5. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with any other provision of this Contract.

J. NO PAYMENT POST-EXPIRATION

1. COUNTY shall not reimburse CONTRACTOR for services provided after Contract expiration or termination. CONTRACTOR shall assume responsibility for submitting timely invoices to COUNTY for all services delivered during the term of this CONTRACT.

K. AUDITS

1. CONTRACTOR shall comply with all applicable federal, state or COUNTY audit requirements within the prescribed reporting periods.

L. AMENDMENTS TO PAYMENTS PARAGRAPH

1. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify this Payments Paragraph of Exhibit A.

IV. REPORTS

A. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR

and shall report actual Flex Fund costs, performance outcome data, and invoicing information including total invoice amount for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Contract. Any changes, modifications, or deviations to any approved budget line item must be approved in advance and in writing by ADMINISTRATOR and annotated on the monthly Expenditure and Revenue Report, or said cost deviations may be subject to disallowance. Such reports shall be received by ADMINISTRATOR no later than twenty-five (25) calendar days

2. CONTRACTOR shall submit monthly programmatic reports which include client to staff ratios as of the last day of the month to verify compliance with High Fidelity Wraparound and Intensive Case Management models and County standards.

V. GENERAL SERVICE REQUIREMENTS

CONTRACTOR shall provide FSP HFW services in compliance with all state and federal laws, regulations, and requirements. CONTRACTOR will also provide FSP HFW and Intensive Case Management (ICM) services in accordance with DHCS BHIN No. 26-XXX (BHIN 26-XXX 2027 Member-Handbook), the BHSA Policy Manual (BHSA County Policy Manual) and the High Fidelity Wraparound (HFW) Policy Manual (HFW Policy Manual), and any superseding or subsequent BHINs or manuals related to HFW or ICM released by the state.

A. TARGET POPULATIONS

1. Primary populations and subpopulations

a. CONTRACTOR shall provide services to either of two, or both, primary populations but may also include tracks to serve subpopulations. Clients eligible for services include those who have Medi-Cal, are uninsured, or underinsured.

1) Population A: Children, 0-17 years of age, who are living with a Serious Emotional Disturbance (SED) and adults, 18-25 years of age, who are living with a Serious Mental Disorder (SMD) per the definition in California Code, Welfare and Institutions Code - (WIC) § 5600.3

2) Population B: Children, 0-17 years of age, who are living with SED and adults, 18-25 years of age, who are living with SMD, and are also systems-impacted (i.e., involved with Children Welfare, Probation, and/or Juvenile Collaborative Courts).

B. SERVICES

1. CONTRACTOR shall deliver services primarily in homes, schools, community locations, foster homes, resource family homes, probation settings, and other natural environments whenever clinically appropriate.

2. CONTRACTOR is expected to have a total minimum ongoing active capacity of 270 children and youth. CONTRACTOR is expected to serve an annual minimum of 390 children and youth.

3. CONTRACTOR is expected to maintain rapid access capacity where all appointments offered are within 7 business days from receiving referral.

4. Determining Need for HFW

a. A Licensed Mental Health Professional (LMHP) must use the Child and Adolescent Needs and Strengths (CANS) to determine whether HFW is medically necessary and clinically appropriate for each client referred for HFW. The LMHP must compare the completed CANS domain scoring against the HFW Decision Support Criteria (DSC) to inform clinical decision-making about the appropriateness of HFW.

b. The LMHP must follow each stage of the HFW DSC process whenever an eligible client is recommended for HFW (DHCS BHIN No. 26-XXX, pgs12-14, Fig. 2).

c. CONTRACTOR shall confirm that a CANS is completed or updated for each Medi-Cal Client ages six years and older when determining need for HFW services in accordance with BHIN No. 26-XXX).

5. Medi-Cal Service Components for HFW

a. CONTRACTOR shall provide the following service components:

1) Targeted Case Management - Targeted case management services are defined as services furnished to assist individuals, eligible under the State Plan, in gaining access to needed medical, social, educational and other services.

2) Peer Support Services – Services that are culturally competent individual and group services that promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set recovery goals and identify steps to reach the goals. FSP HFW requires Parent/Caregiver Peer support where the Peer directly supports and engages parents/caregivers new to the HFW process by building their understanding of how to engage with the CFT, as well as by identifying shared values and experiences that they have in common with the parent/caregiver. FSP HFW also includes Youth Peer Support services in which a young adult works directly with the Client who may be involved in the child welfare, probation, or behavioral health systems. Youth Peers
leverage their knowledge and insights from navigating these systems to support and empower youth in HFW in educational skill building, engagement, and therapeutic services.

3) Psychosocial Rehabilitation – A recovery or resiliency focused service activity which addresses a mental health need. This service activity provides assistance in restoring, improving, and/or preserving a Client's functional, social, communication, or daily living skills to enhance self-sufficiency or self-regulation in multiple life domains relevant to the developmental age and needs of the Client.

4) Crisis Intervention – An unplanned, expedited service, to or on behalf of a beneficiary, to address a condition that requires more timely response than a regularly scheduled visit. Crisis intervention is an emergency response service enabling a beneficiary to cope with a crisis, while assisting the beneficiary in regaining their status as a functioning community client. The goal of crisis intervention is to stabilize an immediate crisis within a community or clinical treatment setting.

b. CONTRACTOR shall conduct the American Society of Addiction Medicine (ASAM)

screening as part of the initial comprehensive assessment and ongoing care planning for Clients with substance use disorders, in accordance with Behavioral Health Information Notice No: 23-06 and the Behavioral Health Services Act County Policy Manual, Version 1.5.0 – June 2026.

c. CONTRACTOR shall provide outreach/in reach and engagement services to Clients and their families in the home, community or probation settings to address barriers and challenges relating to seeking and engaging in services. Ongoing engagement services shall be provided to maintain enrolled participants in their treatment plan inclusive of clinical and non-clinical services, including services to support maintaining housing.

d. CONTRACTOR shall provide/arrange for all Medi-Cal SMHS and other services recommended by the FSP HFW team and consistent with Medi-Cal requirements. These services may include therapy (individual, family, and group), Therapeutic Behavioral Services (TBS), Intensive Home-Based Services (IHBS), psychiatry and medication support. These services must be claimed outside of the HFW monthly bundled rate.

e. CONTRACTOR shall initiate transition planning upon admission to program services and update transition plan throughout duration of treatment.

f. CONTRACTOR shall provide and maintain culturally and linguistically appropriate services through meaningful family and natural support engagement. CONTRACTOR staff shall deliver services in a culturally competent and sensitive manner to all Clients including those with limited English proficiency and diverse cultural and ethnic backgrounds and disabilities, regardless of age, religion, sexual orientation, and gender identity.

g. CONTRACTOR shall coordinate care with primary care providers, Managed Care Plans, Enhanced Care Management providers, child welfare, probation, schools, Regional Center, substance use providers, housing providers, and other community partners.

1) Crisis Response Services – CONTRACTOR HFW teams shall provide twenty-four (24) hour per day, seven (7) day per week telephonic and in-person crisis services (including crisis evaluations and 5150/5585 involuntary holds) and are expected to coordinate with other mobile crisis providers when the need arises. CONTRACTOR shall develop and periodically update crisis and safety plans, conduct timely follow-up after crisis events, and to ensure sufficient staffing, with adequate number of Lanterman Petris Short (LPS) designated staff, is available to provide uninterrupted 24/7 crisis response, including on weekends and holidays.

2) Inpatient and Psychiatric Residential Treatment Facilities (PRTFs) – CONTRACTOR HFW teams shall, whenever possible, be closely involved in hospital admissions and discharges for purposes of care coordination. HFW teams coordinate with inpatient providers to support discharge planning.

3) Short-Term Therapeutic Programs (STRTPs), Community Treatment Facilities (CTFs), and Children's Crisis Residential Programs (CCRPs) - For Clients needing care in an STRTP, CTF, or CCRP, ongoing coordination by the HFW facilitator and HFW team may be delivered to Client

throughout the stay and to support the Client's transition home. For clients entering an STRTP, CTF, or CCRP with an existing HFW team/provider, continued receipt of HFW from the same HFW team can support continuity of care.

4) Enhanced Care Management (ECM) – CONTRACTOR HFW teams shall coordinate with ECM providers to ensure services are complementary and not duplicative. CONTRACTOR will work with MCP/BHP to provide HFW services to Clients who have been identified by the MCP or BHP as needing both HFW and ECM support.

5) California Children's Services (CCS) – CONTRACTOR HFW teams shall coordinate care for those Clients who are receiving CCS support for physical health needs and HFW support for significant behavioral health issues. HFW teams should consult with CCS care managers in establishing and updating the individualized plan of care.

6) Juvenile Justice Setting – CONTRACTOR HFW teams who provided HFW services to Clients prior to incarceration shall continue to provide services in the post-release period if needed. CONTRACTOR will work with COUNTY to coordinate services for any juvenile justice-involved Client who has been identified as needing HFW support services.

6. Medi-Cal Components of ICM

a. CONTRACTOR shall provide ICM to Clients who meet the following criteria:

1) Client has a current or suspected Diagnostic and Statistical Manual of Mental Disorders (DSM) diagnosis consistent with a SMD, serious emotional disturbance (SED), SUD, or co-occurring SMD and SUD; and

2) A moderate to significant functional impairment including:

a) Ongoing difficulty performing practical daily tasks needed to function in the community such as maintaining personal hygiene, meeting nutritional needs, caring for personal business affairs, obtaining medical, legal, and housing services, recognizing and avoiding common dangers or hazards to one's self and one's possessions;

b) Persistent or recurrent difficulty performing daily living tasks, except with moderate support or help from others such as friends, family, or relatives;

c) Difficulty maintaining consistent employment at a self-sustaining level or to carry out homemaker roles; and/or

d) Difficulty maintaining a safe living situation (e.g., repeated evictions or loss of housing) and

3) An indicator of continuous high-service needs, including:

a) Risk of hospitalization or crisis/emergency care without this service;

b) Risk of returning to unsheltered homelessness after being placed in interim housing, or risk of returning to homelessness after being placed in permanent supportive housing without this service;

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c) Intractable (persistent or recurrent) severe major symptoms (e.g., affective, psychotic, suicidal);

d) Coexisting SUD of significant duration (i.e., greater than 6 months);

e) High-risk or recent history of being involved in the criminal justice system;

f) In substandard housing, homeless, or at-imminent risk of becoming homeless;

g) Living in housing, but clinically assessed to need more intensive services to maintain housing;

h) Living in an inpatient facility or in a supervised community residence, but clinically assessed to be able to live more independently if intensive services are provided and/or

i) Inability to participate in traditional office-based services.

b. CONTRACTOR shall utilize DHCS mandated Level of Care Utilization System (LOCUS) to determine appropriate level of care for adults 21-25 years of age.

c. CONTRACTOR shall provide FSP ICM Clients some or all the same SMHS services as ACT if clinically necessary, including, but not limited to:

1) Assessment
2) Crisis Intervention
3) Medication Support Services
4) Peer Support Services
5) Psychosocial Rehabilitation
6) Referral and Linkages
7) Therapy
8) Treatment Planning

7. Collaboration with the State HFW Center of Excellence (COE)

a. CONTRACTOR shall participate in required training, technical assistance, and fidelity monitoring with the UC Davis Resource Center for Family-Focused Practice (COE).

b. CONTRACTOR shall submit required forms (e.g., Engagement Initiation Form) and maintain ongoing communication with the COE.

8. Fidelity Requirements

a. Baseline Fidelity Designation – CONTRACTOR shall complete the "baseline fidelity assessment" with the COE within the first nine months of establishing a new HFW provider site.

b. Minimum Fidelity Designation - CONTRACTOR shall meet or surpass "minimum fidelity thresholds" for six of the seven DART subscales *within 15 months* of establishing a new HFW provider site.

c. Full Fidelity Designation - CONTRACTOR shall meet or surpass "full fidelity thresholds" for six of the seven DART subscales *within 12 months* of the first fidelity assessment.

d. Maintaining full fidelity designation – CONTRACTOR provider sites must meet or surpass "full fidelity thresholds" for six of the seven DART subscales *annual fidelity assessments*.

9. Compliance with Medi-Cal and BHSA Requirements

a. CONTRACTOR shall implement HFW in accordance with BHSA County Policy Manual requirements for Full Service Partnerships beginning July 1, 2026, and bill for all Medi-Cal services, both services covered under the monthly bundled rate and SMHS provided outside the bundled rate, in accordance with DHCS Specialty Mental Health Services Billing Manual.

10. Other FSP HFW BHSA Minimum Requirements

a. CONTRACTOR shall provide integrated behavioral health care as part of their FSP HFW program, inclusive of mental health, SUD and/or co-occurring services, or by closely coordinating the provision of SUD care for participants.

b. CONTRACTOR shall ensure that staff are trained and competent in providing co-occurring services for Clients with complex medical conditions and shall collaborate with other medical health providers to ensure coordinated care.

c. CONTRACTOR shall ensure that staff are adequately trained and supervised to deliver services competently and with appropriate cultural sensitivity to meet the behavioral health needs of children and youth within the LGBTQ community.

d. CONTRACTOR shall apply for and obtain access to the HFW Provider Certification Portal to ensure ability to submit all required fidelity documents and certification applications if applicable.

e. CONTRACTOR shall complete a Training and Technical Needs Assessment (TTNA).

f. CONTRACTOR may also provide Community Defined Evidenced-Based Practices (CDEP), they determine to be most appropriate for the subpopulation served. CONTRACTOR may be required to report data on such services.

g. CONTRACTOR will be required to obtain certification as part of the Medi-Cal Fidelity Designation process as a HFW provider and claims for services under the new DHCS Medi-Cal payment model.

h. CONTRACTOR shall ensure that all staff complete the COUNTY'S Annual Provider Training and staff responsible for input into the County Billing System complete the BHS New User Training for the County Billing System.

i. CONTRACTOR shall ensure that Annual Compliance Training is completed as set forth in the Compliance Paragraph of the Contract.

11. Training Requirements for High Fidelity Wraparound

a. CONTRACTOR HFW providers must complete training covering the evidence-based approaches and core principles, phases, and practices comprising the HFW service model. Each provider must also complete role-based training applicable to their position.

b. FSP HFW providers may begin delivering services on a HFW team prior to completing training, provided they complete required training within established timelines. After completing the Foundational Curriculum, each provider must complete 20 hours of continuing education annually.

c. Training requirements apply to all FSP HFW providers delivering services.

Figure 2: HFW Training Curriculum

Foundational Curriculum	Role-Based Curriculum
• Orientation to California HFW • HFW 101: Foundations of Fidelity	• HFW Facilitator • Caregiver/Parent Peer Partner • Family Specialist • Supervisor • Fidelity Coach • Community Developer

C. PERFORMANCE OUTCOMES

1. Program effectiveness will be measured according to the following Network Adequacy and Accountability Set measures defined by DHCS. These metrics are subject to revision and may be updated through forthcoming guidance from the State and/or County.

a. Follow-Up After Emergency Department Visit for Mental Illness-30 days (Healthcare Effectiveness Data and Information Set, (HEDIS))

b. Follow-Up After Emergency Department Visit for Substance Use - 30 Days (HEDIS)

c. Follow-Up After Hospital for Mental Illness - 7 days and 30 days (HEDIS)

d. Use of First-Line Psychosocial Care for Children and Adolescents on Antipsychotics (HEDIS)

e. Adherence to Antipsychotic Medications for Individuals with Schizophrenia (HEDIS)

f. Diabetes Screening for People with Schizophrenia of Bipolar Disorder Who are Using Antipsychotic Medications (HEDIS)

g. Screening for Depression and Follow-Up Plan (CMS)

h. Timely Access to services (DHCS Network Adequacy)

2. Under the Full Service Partnership High Fidelity Wraparound model program effectiveness will also be assessed on the following domains listed below. These and any future domains will align with the State goals and reflect Key Performance Indicators (KPIs) specified through forthcoming guidance from the State and/or County.

a. Child/Youth and Family Care Experience

b. Improved School Functioning

c. Improved Functioning in the Community

d. Improved Interpersonal Functioning

e. Stable and Least Restrictive Living Environment

f. Reduced Justice Involvement

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g. Reduced Inpatient and/or Emergency Department Admission for Behavioral Health Visits

h. Reduce use of Crisis Stabilization Unit Services

i. Increased Caregiver Confidence

j. Positive Exit from HFW

3. CONTRACTOR shall complete required DHCS Functional Assessment Tools, currently the California Child and Adolescent Needs and Strengths (CANS) and Pediatric Symptom Checklist (PSC)-35 parent-completed version, in accordance with State and County administration requirements timelines.

4. To support performance objectives, CONTRACTOR shall have a quality assurance/quality improvement (QA/QI) program responsible for monitoring KPIs and the completeness, accuracy and timeliness of data used in the KPIs, many of which are based on paid claims.

a. CONTRACTOR shall implement QI strategies if established KPIs, data quality and/or clinical documentation standards are not being met.

b. CONTRACTOR shall also maintain and/or adapt their information systems and automated data exchange processes to comply with evolving data collection, reporting and exchange standards as defined by the State, County and/or Federal government. This includes but is not limited to Medi-Cal billing and EDI files, DHCS Individual Service Level files, encounter data, Provider Information, Client information/enrollment/eligibility files, performance outcomes data, Admission/ Discharge/Transfer messages.

5. CONTRACTOR shall manage and monitor referrals through COUNTY's close-loop referral system.

6. CONTRACTOR shall be expected to adhere to all HFW standards, values, and practices, to ensure fidelity to these HFW requirements, and to implement quality improvement strategies, as needed, to increase adherence to the HFW model and/or improve program outcomes.

7. CONTRACTOR shall comply with all Integrated Service Level (ISL) encounter reporting requirements stated in Exhibit D Individual Service Level Data Collection and Reporting Requirements.

D. INFORMATION SYSTEMS- To facilitate timely care coordination, quality improvement interventions, and fiscal sustainability, CONTRACTOR must have appropriate information systems in place that collect, store, manage and/or transfer electronic health records, provider information, encounter and claims data, and member enrollment and eligibility information. Secure data exchange shall use standard healthcare formats and fire upon trigger events and/or scheduled jobs. Programs must also maintain and/or adapt their information systems and data exchange processes to comply with evolving data collection and reporting standards as defined by the State and/or County.

E. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of Tokens for appropriate individual staff to access the County Billing System at no cost to CONTRACTOR.

1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with a unique password. Tokens and passwords shall not be shared with anyone.

2. CONTRACTOR shall maintain an inventory of the Tokens, by serial number and the staff member to whom each is assigned.

3. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following conditions:

a. Token of each staff member who no longer supports the Contract;

b. Token of each staff member who no longer requires access to IRIS;

c. Token of each staff member who leaves employment of CONTRACTOR;

d. Token is malfunctioning; or

e. Termination of the Contract.

4. ADMINISTRATOR shall issue Tokens for CONTRACTOR's staff members who require access to IRIS upon initial training or as a replacement for malfunctioning Tokens.

5. CONTRACTOR shall reimburse COUNTY for Tokens lost, stolen, or damaged through acts of negligence.

6. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All statistical data used to monitor CONTRACTOR shall be compiled using only COUNTY IRIS reports, if available, and if applicable.

F. CONTRACTOR shall obtain a NPI.

1. All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI for use to identify themselves in HIPAA standard transactions.

2. CONTRACTOR, including each employee that provides services under the Contract, will obtain a NPI upon commencement of the Contract or prior to providing services under the Contract. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by ADMINISTRATOR, all NPIs as soon as they are available.

G. CONTRACTOR shall provide the NPP for COUNTY, as the MHP, at the time of the first service provided under the Contract to individuals who are covered by Medi-Cal and have not previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon request, the NPP for COUNTY, as the MHP, to any individual who received services under the Contract.

H. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the terms of the Contract. Further, CONTRACTOR agrees that the funds provided hereunder will not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

I. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, or COE's to conduct research activity on COUNTY Clients without obtaining prior written authorization from ADMINISTRATOR.

J. CONTRACTOR shall provide effective Administrative management of the budget, staffing, recording, and reporting portion of the Contract. If administrative responsibilities are delegated to

subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. These responsibilities include, but are not limited, to the following:

1. Designate the responsible position(s) in your organization for managing the funds allocated to the program;
2. Maximize the use of the allocated funds;
3. Ensure timely and accurate reporting of monthly expenditures;
4. Maintain appropriate staffing levels;
5. Request budget and/or staffing modifications to the Contract;
6. Effectively communicate and monitor the program for its success;
7. Track and report expenditures electronically;
8. Maintain electronic and telephone communication between CONTRACTOR and ADMINISTRATOR; and
9. Act quickly to identify and solve problems.

K. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of Clients, including but not limited to serious physical harm to self or others, serious destruction of property, developments, etc., and which may raise liability issues with COUNTY. CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse incident.

L. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of Client-related services provided by, or under contract with, COUNTY as identified by ADMINISTRATOR.

M. FLEXIBLE FUNDS

1. CONTRACTOR shall follow the procedures identified below and as specified by ADMINISTRATOR, regarding the request for, use, and accounting of Individual Services and Support funds (Flexible Funds):

a. Flexible Funds shall be individualized, appropriate, reasonable, and justified for the treatment of a Client's mental illness and overall quality of life;

b. Flexible Funds may be used when other community resources such as family/friends, food banks, shelters, charitable organizations, etc. are not available and/or accessible in a timely manner, or are not appropriate for a Client's situation. Designated CONTRACTOR staff shall assist Clients in exploring other available resources whenever possible, prior to utilizing Flexible Funds;

c. Flexible Funds expenditures for various types of purchases shall be identified as allowable, unallowable, or require discussion with ADMINISTRATOR;

d. Flexible Funds shall not be used for housing Clients that have not been enrolled in CONTRACTOR's program, unless approved, in advance and in writing, by ADMINISTRATOR;

e. Flexible Funds shall not be given in the form of cash to any Client, either enrolled or in the Outreach and Engagement phase of CONTRACTOR's program;

f. Pre-purchases shall only be for food, transportation, clothing and motels or other purchases as required and appropriate, and approved in advance and in writing, by ADMINISTRATOR;

g. Pre-purchases of food, transportation, and clothing vouchers and/or gift cards shall be limited to a combined $5,000 supply on-hand at any given time, and that all voucher and/or gift card purchases and disbursements shall be tracked and logged by designated CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to not more than $25 each, unless otherwise approved in advance and in writing, by ADMINISTRATOR.

h. Pre-purchases for motels shall be on a case-by-case basis and time-limited in nature, and only utilized while more appropriate housing is being located. Pre-purchases of motel rooms shall be tracked and logged upon purchase and disbursement.

2. CONTRACTOR's process for documenting and accounting for all Flexible Fund expenditures, shall include, but not be limited to, retention of comprehensible source documentation such as receipts, copies of lease/rental contracts for Client housing, general ledgers, and needs shall be documented in Client's MHP;

3. CONTRACTOR shall obtain written authorization from ADMINISTRATOR for individual purchases made on behalf of a Client and/or Client family in the amount(s) as determined by ADMINISTRATOR;

a. Gift cards and vouchers for Clients shall be securely stored and documentation of their disbursement, including end-of-year process accounting for gift cards still in staff possession, shall be maintained by CONTRACTOR.

b. A single Flexible Funds expenditure, in excess of $1,000, shall not be made without prior written approval of ADMINISTRATOR. In emergency situations, CONTRACTOR may exceed the $1,000 limit, if appropriate and justified, and shall notify ADMINISTRATOR the next business day of such an expense. Said notification shall include total costs and a justification for the expense. Failure to notify ADMINISTRATOR within the specified timeframe may result in disallowance of the expenditure.

4. CONTRACTOR shall designate staff to authorize Flexible Fund expenditures and that the mechanism used to ensure this staff has timely access to Flexible Funds is identified.

5. CONTRACTOR shall report Flexible Funds expenditure details monthly, on a form provided or approved by ADMINISTRATOR. The Flexible Funds report shall be submitted with CONTRACTOR's monthly Expenditure and Revenue Report. The report shall be submitted to ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly report;

6. CONTRACTOR shall develop and maintain a P&P regarding Flexible Funds that incorporates at a minimum the requirements as specified in Subparagraph M.1., above. CONTRACTOR shall submit said P&P to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Contract. If the Flexible Funds P&P has not been approved by ADMINISTRATOR within sixty (60) calendar days from the start of the Contract, any subsequent Flexible Fund expenditures may be

disallowed by ADMINISTRATOR.

N. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the General Service Requirements Paragraph of this Exhibit A to the Contract.

VI. STAFFING

A. HFW Team Staffing Requirements

1. CONTRACTOR shall provide FSP HFW services using a team model, primarily in person and are expected to be field based.

a. Direct service staff will include: HFW Facilitator, Family Specialist, and Caregiver/Parent Peer Partner.

b. Indirect service staff will include: HFW Supervisor, Licensed Clinician, Fidelity Coach, and Community Developer

2. CONTRACTOR shall maintain staff to Client/Family ratios that are based on County local capacity and needs. CONTRACTOR shall maintain a 1:10 ratio (one direct service staff to 10 Client/Family) for their caseload structure.

B. ICM Team Staffing Requirements.

1. CONTRACTOR shall follow FSP ICM staffing requirements issued in the BHSA County Policy Manual. FSP ICM, like the ACT model of care, emphasizes long term community-and-team-based care for individuals living with significant behavioral health conditions. ICM has a small caseload size and is delivered by a multidisciplinary team that provides services and supports based on the unique needs of each client. FSP ICM requires a team-based approach with an identified FSP ICM team lead. In addition to the required team lead, FSP ICM teams shall include a combination of providers such as prescribers, peer support specialists, registered nurses (RNs), licensed/waivered/registered clinicians, mental health rehabilitation specialists, AOD certified substance use counselor, certified peer support specialists, and other qualified providers. FSP ICM teams are required to have a ratio of no more than 25 participants per FSP ICM team lead.

C. Information System/Technology Staffing Requirements

1. CONTRACTOR shall recruit and retain staff to develop, modify and maintain the information system(s) used by CONTRACTOR to comply with Subparagraph V.D. on Information Systems. CONTRACTOR may choose also to subcontract these roles and responsibilities.

VII. FACILITIES

A. CONTRACTOR shall maintain a minimum of one (1) fully licensed and appropriate facility for the provision of Full Service Partnership (FSP) with High Fidelity Wraparound (HFW) services which meets the minimum requirements for Medi-Cal eligibility at the following location(s) or any other location(s) approved by ADMINISTRATOR:

1202 West Civic Center Drive
Santa Ana, CA 92703

B. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday 8:00 a.m. – 5:00 p.m. throughout the year, and maintain the capability to provide services in the evening hours until 8:00 p.m. and on weekends in order to accommodate Clients unable to participate during regular business hours. CONTRACTOR's administrative staff holiday schedule shall be consistent with COUNTY's holiday schedule unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

C. Upon ADMINISTRATOR's certification of the CONTRACTOR's existing site, CONTRACTOR shall be responsible for making any necessary changes to meet and maintain Medi-Cal site standards.

EXHIBIT B
CONTRACT FOR PROVISION OF
CHILDREN AND YOUTH FULL SERVICE PARTNERSHIP WITH HIGH FIDELITY WRAPAROUND SERVICES
BETWEEN
COUNTY OF ORANGE
AND
NEW ALTERNATIVES, INC.
OCTOBER 16, 2026 THROUGH JUNE 30, 2029

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

1. The parties agree that the terms used, but not otherwise defined in the Common Terms and Definitions Paragraph of Exhibit A to the Contract or in Subparagraph B below, shall have the same meaning given to such terms under HIPAA, the HITECH Act, and their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they may exist now or be hereafter amended.

2. The parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of COUNTY pursuant to, and as set forth in, the Contract that are described in the definition of "Business Associate" in 45 CFR § 160.103.

3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the terms of the Contract, some of which may constitute PHI, as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Contract.

4. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Contract in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.

5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the

Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Contract.

B. DEFINITIONS

1. "Administrative Safeguards" are administrative actions, and P&Ps, to manage the selection, development, implementation, and maintenance of security measures to protect ePHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection of that information.

2. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

a. Breach excludes:

1) Any unintentional acquisition, access, or use of PHI by a workforce client or person acting under the authority of CONTRACTOR or COUNTY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

2) Any inadvertent disclosure by a person who is authorized to access PHI at CONTRACTOR to another person authorized to access PHI at the CONTRACTOR, or organized health care arrangement in which COUNTY participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.

3) A disclosure of PHI where CONTRACTOR or COUNTY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

b. Except as provided in Subparagraph a. of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

1) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

2) The unauthorized person who used the PHI or to whom the disclosure was made;

3) Whether the PHI was actually acquired or viewed; and

4) The extent to which the risk to the PHI has been mitigated.

3. "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

4. "DRS" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

6. "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

8. "Physical Safeguards" are physical measures, policies, and procedures to protect CONTRACTOR's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

9. "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

10. "PHI" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

11. "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.103.

12. "Secretary" shall mean the Secretary of the Department of HHS or his or her designee.

13. "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.

14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of ePHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

16. "Technical safeguards" means the technology and the P&Ps for its use that protect electronic PHI and control access to it.

17. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of HHS in the guidance issued on the HHS Web site.

18. "Use" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to CONTRACTOR other than as permitted or required by this Business Associate Contract or as required by law.

2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business Associate Contract and the Contract, to prevent use or disclosure of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY other than as provided for by this Business Associate Contract.

3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.

4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Business Associate Contract.

5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI not provided for by this Business Associate Contract of which CONTRACTOR becomes aware. CONTRACTOR must report Breaches of Unsecured PHI in accordance with Subparagraph E below and as required by 45 CFR § 164.410.

6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply through this Business Associate Contract to CONTRACTOR with respect to such information.

7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a written request by COUNTY, to PHI in a DRS, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524. If CONTRACTOR maintains an EHR with PHI, and an individual requests a copy of such information in an electronic format, CONTRACTOR shall provide such information in an electronic format.

8. CONTRACTOR agrees to make any amendment(s) to PHI in a DRS that COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual, within thirty (30) calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify COUNTY in writing no later than ten (10) calendar days after said amendment is completed.

9. CONTRACTOR agrees to make internal practices, books, and records, including P&Ps, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of, COUNTY available to COUNTY and the Secretary in a time and manner as determined by COUNTY or as designated by the Secretary for purposes of the Secretary determining COUNTY's compliance with the HIPAA Privacy Rule.

10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, and to make information related to such Disclosures available as would be required for COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in a time and manner to be determined by COUNTY, that information collected in accordance with the Contract, in order to permit COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

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12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY's obligation under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.

13. If CONTRACTOR receives Social Security data from COUNTY provided to COUNTY by a state agency, upon request by COUNTY, CONTRACTOR shall provide COUNTY with a list of all employees, subcontractors, and agents who have access to the Social Security data, including employees, agents, subcontractors, and agents of its subcontractors.

14. CONTRACTOR will notify COUNTY if CONTRACTOR is named as a defendant in a criminal proceeding for a violation of HIPAA. COUNTY may terminate the Contract, if CONTRACTOR is found guilty of a criminal violation in connection with HIPAA. COUNTY may terminate the Contract, if a finding or stipulation that CONTRACTOR has violated any standard or requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made in any administrative or civil proceeding in which CONTRACTOR is a party or has been joined. COUNTY will consider the nature and seriousness of the violation in deciding whether or not to terminate the Contract.

15. CONTRACTOR shall make itself and any subcontractors, employees or agents assisting CONTRACTOR in the performance of its obligations under the Contract, available to COUNTY at no cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against COUNTY, 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 CONTRACTOR, except where CONTRACTOR or its subcontractor, employee, or agent is a named adverse party.

16. The Parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Business Associate Contract 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 COUNTY's request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY concerning an amendment to this Business Associate Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. COUNTY may terminate the Contract upon thirty (30) days written notice in the event:

a. CONTRACTOR does not promptly enter into negotiations to amend this Business Associate Contract when requested by COUNTY pursuant to this Subparagraph C; or

b. CONTRACTOR does not enter into an amendment providing assurances regarding the safeguarding of PHI that COUNTY deems are necessary to satisfy the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations.

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17. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph B.2.a above.

D. SECURITY RULE

1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall develop and maintain a written information privacy and security program that includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities.

2. CONTRACTOR shall implement reasonable and appropriate P&Ps to comply with the standards, implementation specifications and other requirements of 45 CFR Part 164, Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its current and updated policies upon request.

3. CONTRACTOR shall ensure the continuous security of all computerized data systems containing ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. These steps shall include, at a minimum:

a. Complying with all of the data system security precautions listed under Subparagraph E., below;

b. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in conducting operations on behalf of COUNTY;

c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the OMB 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;

4. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit ePHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same restrictions and requirements contained in this Subparagraph D of this Business Associate Contract.

5. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with Subparagraph E below and as required by 45 CFR § 164.410.

6. CONTRACTOR shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this paragraph and for communicating on security matters with COUNTY.

E. DATA SECURITY REQUIREMENTS

1. Personal Controls

a. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of COUNTY in connection with Contract, or access or disclose PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, must complete information privacy and security training, at least annually, at CONTRACTOR's expense. Each workforce client who receives information privacy and security training must sign a certification, indicating the client's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following the termination of Contract.

b. Employee Discipline. Appropriate sanctions must be applied against workforce clients who fail to comply with any provisions of CONTRACTOR's privacy P&Ps, including termination of employment where appropriate.

c. Confidentiality Statement. All persons that will be working with PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY 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 client prior to access to such PHI. The statement must be renewed annually. The CONTRACTOR shall retain each person's written confidentiality statement for COUNTY inspection for a period of six (6) years following the termination of the Contract.

d. Background Check. Before a client of the workforce may access PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. CONTRACTOR shall retain each workforce client's background check documentation for a period of three (3) years.

2. Technical Security Controls

a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the COUNTY.

b. Server Security. Servers containing unencrypted PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY 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 PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY required to perform necessary business functions may be copied, downloaded, or exported.

d. Removable media devices. All electronic files that contain PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Such PHI shall not be considered "removed from the premises" if it is only being transported from one of CONTRACTOR's locations to another of CONTRACTOR's locations.

e. Antivirus software. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have installed 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 PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY 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 thirty (30) days of vendor release. Applications and systems that cannot be patched due to operational reasons must have compensatory controls implemented to minimize risk, where possible.

g. User IDs and Password Controls. All users must be issued a unique user name for accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. 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 twenty-four (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 ninety (90) days, preferably every sixty (60) days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:

1) Upper case letters (A-Z)
2) Lower case letters (a-z)
3) Arabic numerals (0-9)
4) Non-alphanumeric characters (punctuation symbols)

h. Data Destruction. When no longer needed, all PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be wiped using the Gutmann or US DoD 5220.22-M (7 Pass) standard, or by degaussing. Media may

also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission by COUNTY.

i. System Timeout. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

j. Warning Banners. All systems providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY 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 PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, or which alters such PHI. 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 such PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least three (3) years after occurrence.

l. Access Controls. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must use role based access controls for all user authentications, enforcing the principle of least privilege.

m. Transmission encryption. All data transmissions of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY 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 in motion such as website access, file transfer, and E-Mail.

n. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

a. System Security Review. CONTRACTOR must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have at least an annual system risk assessment/security review which provides assurance

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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 PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a routine procedure in place to review system logs for unauthorized access.

c. Change Control. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity/Disaster Recovery Control

a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY kept in an electronic format 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 Contract for more than twenty four (24) hours.

b. Data Backup Plan. CONTRACTOR must have established documented procedures to backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule for making backups, storing backup 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. BCP for CONTRACTOR and COUNTY (e.g. the application owner) must merge with the DRP.

5. Paper Document Controls

a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY 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. Such PHI 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 PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.

c. Confidential Destruction. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be disposed of through confidential means, such as cross cut shredding and pulverizing.

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d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises of the CONTRACTOR except with express written permission of COUNTY.

e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY 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 containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include five hundred (500) or more individually identifiable records containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY 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 COUNTY to use another method is obtained.

F. BREACH DISCOVERY AND NOTIFICATION

1. Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.

a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR.

b. CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by federal common law of agency.

2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written notification within twenty four (24) hours of the oral notification.

3. CONTRACTOR's notification shall include, to the extent possible:

a. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

b. Any other information that COUNTY is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:

1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

4) A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the COUNTY.

5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all notifications to COUNTY consistent with this Subparagraph F and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to COUNTY pursuant to Subparagraph F.2. above.

8. CONTRACTOR shall continue to provide all additional pertinent information about the Breach to COUNTY as it may become available, in reporting increments of five (5) business days after the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to COUNTY, when such request is made by COUNTY.

9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.

G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in

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the Contract, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by COUNTY except for the specific Uses and Disclosures set forth below.

a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, for the proper management and administration of CONTRACTOR.

b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, if:

1) The Disclosure is required by law; or

2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has been breached.

c. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.

2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to carry out legal responsibilities of CONTRACTOR.

3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR consistent with the minimum necessary P&Ps of COUNTY.

4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as required by law.

H. PROHIBITED USES AND DISCLOSURES

1. CONTRACTOR shall not disclose PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY 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 USC § 17935(a) and 45 CFR § 164.522(a).

2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC § 17935(d)(2).

I. OBLIGATIONS OF COUNTY

1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect CONTRACTOR's Use or Disclosure of PHI.

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2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR's Use or Disclosure of PHI.

3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect CONTRACTOR's Use or Disclosure of PHI.

4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by COUNTY.

J. BUSINESS ASSOCIATE TERMINATION

1. Upon COUNTY's knowledge of a material Breach or violation by CONTRACTOR of the requirements of this Business Associate Contract, COUNTY shall:

a. Provide an opportunity for CONTRACTOR to cure the material Breach or end the violation within thirty (30) business days; or

b. Immediately terminate the Contract, if CONTRACTOR is unwilling or unable to cure the material Breach or end the violation within thirty (30) days, provided termination of the Contract is feasible.

2. Upon termination of the Contract, CONTRACTOR shall either destroy or return to COUNTY all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained, or received on behalf of COUNTY in conformity with the HIPAA Privacy Rule.

a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents of CONTRACTOR.

b. CONTRACTOR shall retain no copies of the PHI.

c. In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains such PHI.

3. The obligations of this Business Associate Contract shall survive the termination of the Contract.

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EXHIBIT C
CONTRACT FOR PROVISION OF
CHILDREN AND YOUTH
FULL SERVICE PARTNERSHIP WITH HIGH FIDELITY WRAPAROUND SERVICES
BETWEEN
COUNTY OF ORANGE
AND
NEW ALTERNATIVES, INC.
OCTOBER 16, 2026 THROUGH JUNE 30, 2029

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

Any reference to statutory, regulatory, or contractual language herein shall be to such language as in effect or as amended.

A. DEFINITIONS

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.

2. "Breach of the security of the system" shall have the meaning given to such term under the CIPA, CCC § 1798.29(d).

3. "CMPPA Contract" means the CMPPA Contract between the SSA and CHHS.

4. "DHCS PI" shall mean PI, as defined below, accessed in a database maintained by the COUNTY or DHCS, received by CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection with performing the functions, activities and services specified in the Contract on behalf of the COUNTY.

5. "IEA" shall mean the IEA currently in effect between the SSA and DHCS.

6. "Notice-triggering PI" shall mean the PI identified in CCC § 1798.29(e) whose unauthorized access may trigger notification requirements under CCC § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering PI includes PI in electronic, paper or any other medium.

7. "PII" shall have the meaning given to such term in the IEA and CMPPA.

8. "PI" shall have the meaning given to such term in CCC § 1798.3(a).

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII 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.

10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Contract; or interference with system operations in an information system that processes, maintains or stores Pl.

B. TERMS OF CONTRACT

1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the Contract provided that such use or disclosure would not violate the CIPA if done by the COUNTY.

2. Responsibilities of CONTRACTOR

CONTRACTOR agrees:

a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or required by this Personal Information Privacy and Security Contract or as required by applicable state and federal law.

b. Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and Security Contract. CONTRACTOR shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities, which incorporate the requirements of Subparagraph c. below. CONTRACTOR will provide COUNTY with its current policies upon request.

c. Security. CONTRACTOR shall ensure the continuous security of all computerized data systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing DHCS Pl and PII. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in Subparagraph E. of the Business Associate Contract, Exhibit B to the Contract; and

2) Providing a level and scope of security that is at least comparable to the level and scope of security established by the OMB 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.

3) If the data obtained by CONTRACTOR from COUNTY includes PII, CONTRACTOR shall also comply with the substantive privacy and security requirements in the CMPPA Contract between the SSA and the CHHS and in the Contract between the SSA and DHCS, known as the IEA. The specific sections of the IEA with substantive privacy and security requirements to be complied

with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to ensure that any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that apply to CONTRACTOR with respect to such information.

d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its subcontractors in violation of this Personal Information Privacy and Security Contract.

e. CONTRACTOR's Agents and Subcontractors. To impose the same restrictions and conditions set forth in this Personal Information and Security Contract on any subcontractors or other agents with whom CONTRACTOR subcontracts any activities under the Contract that involve the disclosure of DHCS PI or PII to such subcontractors or other agents.

f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or COUNTY for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents.

g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI, production of DHCS PI, disclosure of a security Breach involving DHCS PI and notice of such Breach to the affected individual(s).

h. Breaches and Security Incidents. During the term of the Contract, CONTRACTOR agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII or security incident. CONTRACTOR agrees to give notification of any Breach of unsecured DHCS PI and PII or security incident in accordance with Subparagraph F, of the Business Associate Contract, Exhibit B to the Contract.

i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Personal Information Privacy and Security Contract and for communicating on security matters with the COUNTY.

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EXHIBIT D
CONTRACT FOR PROVISION OF
CHILDREN AND YOUTH
FULL SERVICE PARTNERSHIP WITH HIGH FIDELITY WRAPAROUND SERVICES
BETWEEN
COUNTY OF ORANGE
AND
NEW ALTERNATIVES, INC.
OCTOBER 16, 2026 THROUGH JUNE 30, 2029

I. INDIVIDUAL SERVICE LEVEL (ISL) DATA COLLECTION AND REPORTING REQUIREMENTS

A. Purpose

1. This Exhibit establishes CONTRACTOR's obligations related to Individual Service Level (ISL) data collection and reporting in support of COUNTY's responsibilities under the Behavioral Health Services Act (BHSA) and related California Department of Health Care Services (DHCS) requirements.

2. Under BHSA, COUNTY is required to report non–Medi-Cal person-level encounter and expenditure data to DHCS to capture COUNTY-funded behavioral health investments beyond Medi-Cal claims.

3. Compliance with this Exhibit is a material requirement of the Contract.

4. CONTRACTOR acknowledges that ISL reporting requirements may evolve as DHCS issues additional guidance and agrees to comply with updated requirements as communicated through COUNTY-issued instructions, guidance, or reporting specifications.

B. Applicability

1. This Exhibit applies to all services, supports, activities, and expenditures funded in whole or in part by COUNTY behavioral health funds under this Contract that are not billable to, not claimable to, or not billed to Medi-Cal and therefore are not reflected in Medi-Cal claims data.

C. Services and Expenditures Subject to ISL Reporting

1. CONTRACTOR shall collect and report ISL data for COUNTY-funded services and expenditures subject to this Exhibit.

2. Such services and expenditures may include, but are not limited to:

a. Services provided to individuals without Medi-Cal coverage

b. Services not claimable under Medi-Cal rules

c. Outreach, engagement, and other supportive services not reflected in Medi-Cal claims data

d. Direct client expenditures and flexible supports

D. ISL Reporting Codes

1. COUNTY shall identify the Individual Service Level (ISL) reporting codes applicable to services and expenditures provided under this Contract.

2. CONTRACTOR shall utilize the ISL codes identified by COUNTY when documenting, reporting, or invoicing services and expenditures subject to ISL reporting requirements.

3. Only ISL codes relevant to the services, supports, or expenditures authorized under this Contract shall apply.

E. Direct Client Expenditures and Flexible Supports

1. CONTRACTOR shall document and report COUNTY-funded direct client expenditures and flexible supports provided on behalf of individuals that are not billed to Medi-Cal, including but not limited to:

a. Housing supports or hotel vouchers
b. Transportation assistance
c. Food, clothing, or essential needs items
d. Flexible or "whatever-it-takes" expenditures
e. Other non-clinical supports funded by COUNTY

2. Such expenditures must be tracked at the individual level in accordance with COUNTY-issued ISL reporting specifications.

F. Data Collection and Documentation

1. CONTRACTOR shall collect and maintain complete and accurate person-level documentation sufficient to support COUNTY ISL reporting obligations, including:

a. Client identifier consistent with COUNTY specifications
b. Required demographic elements
c. Date(s) of service or support
d. Type of service, activity, or expenditure
e. Location or setting
f. Funding source designation
g. Units, duration, or amount of expenditure (as applicable)
h. Any additional data elements required by County or DHCS

2. COUNTY may update required data elements and documentation standards consistent with DHC guidance. CONTRACTOR shall implement such updates in accordance with COUNTY issued instructions.

3. CONTRACTOR shall ensure all ISL data is complete, accurate, and maintained in a manner sufficient to support COUNTY and DHCS reporting and oversight requirements.

G. Data Submission Requirements

1. CONTRACTOR shall:

a. Submit ISL data in the form, format, and manner specified by COUNTY;

b. Use COUNTY-designated electronic systems, templates, or data exchange processes;

c. Comply with established submission timelines and reporting cycles; and

d. Correct identified data deficiencies within timelines specified by COUNTY.

2. COUNTY may modify reporting specifications or technical instructions as necessary to comply with DHCS requirements. Such updates shall be binding upon CONTRACTOR upon issuance.

H. Compliance with DHCS and COUNTY Guidance

1. CONTRACTOR shall comply with all current and future BHSA and ISL-related reporting requirements, including DHCS guidance, BHINs, SPAs, COUNTY Provider Manual provisions, and COUNTY-issued technical instructions.

2. Updated requirements shall be binding upon their effective date.

I. Systems Capability

1. CONTRACTOR shall maintain systems capable of capturing, storing, and transmitting required ISL data elements in accordance with COUNTY specifications.

J. Monitoring, Audit, and Record Retention

1. CONTRACTOR shall retain documentation supporting ISL-reported services and expenditures in accordance with applicable record retention requirements and shall make such records available to COUNTY, DHCS, or other authorized entities upon request.

K. COUNTY-Specific ISL Requirements

1. COUNTY may establish additional ISL reporting requirements consistent with BHSA and DHCS guidance, including reporting frequency, validation processes, documentation standards, implementation timelines, and escalation thresholds. Such requirements may be communicated through COUNTY-issued guidance and shall be binding upon CONTRACTOR.

L. Noncompliance and Remedies

1. Timely and accurate ISL reporting is a required component of CONTRACTOR performance under this Contract. Failure to comply with this Exhibit may result in corrective action and the exercise of contractual remedies available under the Contract.

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EXHIBIT E
CONTRACT FOR PROVISION OF
CHILDREN AND YOUTH
FULL SERVICE PARTNERSHIP WITH HIGH FIDELITY WRAPAROUND SERVICES
BETWEEN
COUNTY OF ORANGE
AND
NEW ALTERNATIVES, INC.
OCTOBER 16, 2026 THROUGH JUNE 30, 2029

Table 1. COUNTY Medi-Cal Behavioral Health Outpatient Rate Schedule	
Provider Type	**Contractor Pass-Through Rate of DHCS Paid Claims Amount**
Certified AOD Counselor	68%
Community Health Worker	63%
LCSW (Licensed, Waivered or Registered)	68%
Licensed Psychiatric Technician	68%
Licensed Vocational Nurse	67%
Medical Assistant	64%
Mental Health Rehabilitation Specialist	64%
MFT/LPCC (Licensed, Waivered or Registered)	68%
Occupational Therapist	55%
Other Qualified Practitioner	64%
Peer Support Specialists	67%
Psychologist (Licensed or Waivered)	50%
Licensed Physician	31%
Physician Assistant	49%
Clinical Nurse Specialist	50%
Nurse Practitioner	50%
Registered Nurse	51%
Registered Pharmacist	52%

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Table 2. COUNTY Other Funding Behavioral Health Client-Related Services Reimbursement Methods	
Reimbursement Method	**Contractor Reimbursement Rate per DHCS-Paid Unit of Service**
Flexible Funds	Actual Cost
Monthly Program Support	Actual Cost”

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EXHIBIT F
CONTRACT FOR PROVISION OF
CHILDREN AND YOUTH
FULL SERVICE PARTNERSHIP WITH HIGH FIDELITY WRAPAROUND SERVICES
BETWEEN
COUNTY OF ORANGE
AND
NEW ALTERNATIVES, INC.
OCTOBER 16, 2026 THROUGH JUNE 30, 2029

I. HOMELESS PILLAR ATTESTATION

Background:

The Commission to End Homelessness developed the Homeless Service System Pillars Report, which includes four pillars – Prevention, Outreach & Supportive Services, Shelter and Housing – that provide key interventions to assist individuals and families at risk of homelessness or experiencing homelessness. The Homeless Service System Pillars Report provides a definition and goal for each pillar thus establishing a collective understanding of the interventions, programming and outcomes expected for each pillar. Additionally, the Homeless Service System Pillars Report identifies the best practices, principles, and commitments to be followed by each Pillar.

On October 18, 2022, the Orange County Board of Supervisors received the Commission to End Homelessness' Homeless Service System Pillars Report and also directed the Homeless Service System Pillars Report be utilized as a framework in the design and development of programs that address the needs of individuals and families at risk of homelessness or experiencing homelessness across the County of Orange.

The Homeless Service System Pillars Report can be found here:

- Full Report - https://ceo.ocgov.com/sites/ceo/files/2022-11/CEO-DCEO22-000856%20Attachment%20A.pdf
- Summary Document - https://ceo.ocgov.com/sites/ceo/files/2023-02/Pillars.pdf

Respondents/Bidders shall Complete, Sign and Submit Exhibit X with Proposal/Bid Response:

EXHIBIT F

Commission to End Homelessness

Homeless Service System Pillars Attestation

Please select which of the Homeless Service System Pillar(s) that applies to the services being proposed/bid.

- ☐ **PREVENTION**
- ☒ **OUTREACH & SUPPORTIVE SERVICES**
- ☐ **SHELTER**
- ☐ **HOUSING**

Please provide a brief description to outline how your proposal/bid meets the best practices and guiding principles of the selected Homeless Service System Pillar(s). If additional space is needed, please attach separate pages to this Exhibit X.

New Alternatives, Inc. (NAI) operationalizes the best practice guidelines of the Homeless Service System through a "whatever it takes" philosophy. By focusing on low-barrier outreach and person-centered supportive services, we ensure that at-risk families are engaged with dignity and supported toward long-term housing stability.

1. **Persistent and Respectful Outreach** - NAI recognizes that engagement is a process, not an event. Our outreach strategy is built on the following best practices:

Meeting Families Where They Are: We conduct outreach in environments where families feel most comfortable—whether in the community, at service sites, or in temporary settings. This removes traditional barriers to access.

Consistency and Reliability: Recognizing that relationship-building takes time, our staff is trained to be persistent and responsive. We remain a consistent presence, ensuring that when a family is ready to engage, the bridge to services is already built.

Data-Driven Engagement: Every team member actively logs all contacts into our EHR to track average timeframes from first contact to service acceptance. This allows us to refine our outreach tactics ensuring no family "falls through the cracks."

Continued on next page

Please provide a brief description to outline how your proposal/bid meets the best practices and guiding principles of the selected Homeless Service System Pillar(s). If additional space is needed, please attach separate pages to this Exhibit F.

Continued from above:

2. High-Fidelity Supportive Services

Our supportive services are designed to be an integral component of the Homeless System of Care, Focusing on the primary goal of maintaining stable housing.

Family Voice and Choice: In alignment with HFW principles, all supportive services are tailored to the specific preferences and goals of the family. We empower families to lead their own recovery and housing plans.

Safety and Clinical Expertise: To ensure safe and effective engagement, all staff are comprehensively trained in **Mental Health First Aid** and **Harm Reduction**. This enables us to support families facing complex behavioral health challenges without using those challenges as a barrier to housing.

Housing as a Health Determinant: We recognize that housing stability is the primary determinant of physical and mental health. Our services are creatively designed to provide the referrals and direct support necessary to secure immediate shelter, leading to a permanent housing placement.

EXHIBIT F

Commission to End Homelessness

Homeless Service System Pillars Attestation

1. Respondent/Bidder recognizes the Commission to End Homelessness as an advisory body to the Orange County Board of Supervisors, was created to advise on policy and direction related to addressing homelessness in Orange County.

   Initial SS

2. Respondent/Bidder acknowledges that the Commission to End Homelessness created the Homeless Service System Pillars Report with the assistance of local and national industry experts and people with lived experience to establish a collective understanding of the interventions, programming and outcomes expected for each pillar. Additionally, the Homeless Service System Pillars Report also identifies the best practices, principles, and commitments to be followed by each Pillar.

   Initial SS

3. Respondent/Bidder acknowledges that the Homeless Service System Pillar Report was received and filed by the Orange County Board of Supervisors during the October 16, 2022, meeting. The Orange County Board of Supervisors directed the use of the Homeless Service System Pillars Report be utilized as a framework in the design and development of programs that address the needs of individuals and families at risk of homelessness or experiencing homelessness across the County of Orange.

   Initial SS

4. Respondent/Bidder recognizes that through the solicitation process for the proposed project, services must clearly demonstrate and meet the definition, goal, best practices, and guiding principles of the above checked Homeless Service System Pillar(s), based on the Commission to End Homelessness' Homeless Service System Pillars Report.

   Initial SS

5. Respondent/Bidder attests the proposal/bid submitted meets the standards of identified best practices and guiding principles defined in the Commission to End Homelessness' Homeless Service System Pillar Report. Respondent/Bidder also acknowledges that they may be asked to report and/or demonstrate their adherence to the above stated at any point during the duration of the Contract.

Susan Shannon 1/15/26

(Signature Required) **(Date)**