CONTRACT FOR PROVISION OF
ADULT FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
TELECARE CORPORATION
JULY 1, 2026 THROUGH JUNE 30, 2029

THIS CONTRACT entered into this 1st day of July 2026 (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of the State of California (COUNTY), and TELECARE CORPORATION a California for profit 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 County of Orange Health Care Agency nee ("ADMINISTRATOR").

W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Adult Full Service Partnership 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: July 1, 2026 through June 30, 2029
Period One means the period from July 1, 2026 through June 30, 2027
Period Two means the period from July 1, 2027 through June 30, 2028
Period Three means the period from July 1, 2028 through June 30, 2029

Aggregate Amount Not to Exceed:

Period One Aggregate Amount Not to Exceed:	$ 33,607,936
Period Two Aggregate Amount Not to Exceed:	$ 33,607,936
Period Three Aggregate Amount Not to Exceed:	$ 33,607,936
TOTAL AGGREGATE AMOUNT NOT TO EXCEED:	$ 100,823,808

Basis for Reimbursement: Fee for Service

Payment Method: Monthly in Arrears

CONTRACTOR UEI Number: SY9HN84HH213

CONTRACTOR TAX ID Number: 94-1735271

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Telecare Corporation
Dawan Utecht, Senior Vice President
1080 Marina Village Parkway, Suite 100
Alameda, CA 94501-1078
DUtecht@telecarecorp.com

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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.	BHSA	Behavioral Health Services Act
I.	CalOMS	California Outcomes Measurement System
J.	CalWORKs	California Work Opportunity and Responsibility for Kids
K.	CAP	Corrective Action Plan
L.	CCC	California Civil Code
M.	CCR	California Code of Regulations
N.	CESI	Client Evaluation of Self at Intake
O.	CEST	Client Evaluation of Self and Treatment
P.	CFDA	Catalog of Federal Domestic Assistance
Q.	CFR	Code of Federal Regulations
R.	CHPP	COUNTY HIPAA Policies and Procedures
S.	CHS	Correctional Health Services
T.	COI	Certificate of Insurance
U.	CPA	Certified Public Accountant
V.	CSW	Clinical Social Worker
W.	DHCS	California Department of Health Care Services
X.	D/MC	Drug/Medi-Cal
Y.	DPFS	Drug Program Fiscal Systems
Z.	DRS	Designated Record Set
AA.	EEOC	Equal Employment Opportunity Commission
AB.	EHR	Electronic Health Records
AC.	EOC	Equal Opportunity Clause
AD.	EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
AE.	FFS	Fee For Service
AF.	FSP	Full Service Partnership
AG.	FTE	Full Time Equivalent
AH.	GAAP	Generally Accepted Accounting Principles

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

BR.	SOW	Scope of Work
BS.	SUD	Substance Use Disorder
BT.	UMDAP	Uniform Method of Determining Ability to Pay
BU.	UOS	Units of Service
BV.	USC	United States Code
BW.	WIC	Women, Infants and Children

II. ALTERATION OF TERMS

A. This Contract, together with Exhibits A, B, C and D 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 Aggregate Amount Not to Exceed of COUNTY for services provided in accordance with all agreements for Adult Full Service Partnership Services is as specified in the Referenced Contract Provisions of this Contract. This specific Contract with CONTRACTOR is only one of several agreements to which this Total Aggregate Amount Not to Exceed applies. It therefore is understood by the Parties that reimbursement to CONTRACTOR will be only a fraction of this Aggregate Amount Not to Exceed.

B. ADMINISTRATOR may amend the Total Aggregate Amount Not to Exceed by an amount not to exceed ten percent (10%) of the 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 will 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, 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 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 describes 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 BHP 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 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. 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 shall be 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 agreement 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 agreement.

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.

VII. CONFLICT OF INTEREST

CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall apply to CONTRACTOR's officers, directors, 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. 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, or has an ownership interest of ten (10) percent or more in, CONTRACTOR. While CONTRACTOR must 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. 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.

VIII. COST RECONCILIATION REPORT

A. CONTRACTOR shall submit Cost Reconciliation Report to COUNTY no later than sixty (60) calendar days following termination of this Contract.

1. As indicated in Exhibit A, Paragraph III. Payments, Medi-Cal Reimbursement Rates, the Cost Reconciliation Report shall be for approved claims. Costs of Medi-Cal services shall not exceed the negotiated rate as specified in this Contract. CONTRACTOR shall prepare the Cost Reconciliation Report in accordance with all applicable federal, state and COUNTY requirements, and the Special Provisions Paragraph of this Contract.

2. If CONTRACTOR fails to submit an accurate and complete Cost Reconciliation 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 Cost Reconciliation 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 Cost Reconciliation 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 Cost Reconciliation Report is delivered to ADMINISTRATOR.

3. CONTRACTOR may request, in advance and in writing, an extension of the due date of the Cost Reconciliation 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.

4. In the event that CONTRACTOR does not submit an accurate and complete Cost Reconciliation 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 Cost Reconciliation 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. The Cost Reconciliation Report shall be the final financial record for subsequent audits, if any.

C. Final settlement shall be based upon the approved claims, as detailed in Exhibit A, Paragraph III. Payments, less applicable revenues and any late penalty, not to exceed COUNTY's Total Aggregate Amount Not to Exceed as set forth in the Referenced Contract Provisions of this Contract. CONTRACTOR shall not claim units 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 unreimbursable claims, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the Cost Reconciliation Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

D. If the Cost Reconciliation Report indicates the approved claims 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 Cost Reconciliation Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days after submission of the Cost Reconciliation 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 Cost Reconciliation Report indicates the State-approved claims 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 Total Aggregate Amount Not to Exceed of COUNTY.

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

> "I HEREBY CERTIFY that I have executed the accompanying Cost Reconciliation Report and supporting documentation prepared for the cost reconciliation 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 Reconciliation 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 Reconciliation Report.
>
> Signed _____
> Name _____
> Title _____
> Date _____"

IX. 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.

X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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 the 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. 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 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 COUNTY pursuant to the terms of this Contract

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 agreements 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.

E. Notification of Litigation, Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY, in writing within twenty-four (24) hours of occurrence, the following:

1. Any instance in which CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance under this Contract. While CONTRACTOR is required to provide this information without prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

2. Any accident or incident relating to services performed under this Contract that involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

3. Any third party claim or lawsuit filed against CONTRACTOR arising from or relating to services performed by CONTRACTOR under this Contract.

4. Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

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5. Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this Contract.

6. Any Notice of Contract Breach, or equivalent, received from any entity for whom CONTRACTOR is providing the same or similar services, under a written contract, regardless of service location or jurisdiction.

F. CONTRACTOR must notify COUNTY in writing: (1) within thirty (30) calendar days of CONTRACTOR being placed on a corrective action plan by COUNTY or any other government entity or private organization; (2) within ninety (90) calendar days of a lien attaching to real property and/or personal property related to the Contract or CONTRACTOR's performance under the Contract. While CONTRACTOR must provide the required notice without prompting from COUNTY, CONTRACTOR must provide an update of this information to COUNTY upon COUNTY's request.

XI. 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 CONTRACTOR and 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 must 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.

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

XIII. 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 contain 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.

G. Unless this Contract is followed without interruption by another agreement 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.

XIV. 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 Aggregate Amount Not to Exceed for the appropriate Period as well as the Total Aggregate Amount Not to Exceed. The reduction to the Aggregate Amount Not to Exceed for the appropriate Period as well as the Total Aggregate 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.

XV. 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 Contract. 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 purchase 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 agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with COUNTY during the entire term of this Contract. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

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 SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand dollars ($50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. 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

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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 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.

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**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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

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, non-owned, and hired vehicles (4 passengers or less)	$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	$1,000,000 per occurrence
Network Security & Privacy Liability	$1,000,000 per claims made
Professional Liability Insurance	$1,000,000 per claims made $1,000,000 aggregate
Sexual Misconduct Liability	$1,000,000 per occurrence

H. REQUIRED COVERAGE FORMS

1. The Commercial General Liability coverage shall be written on 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 will 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 will 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.

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 in 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, the Contract may be terminated by COUNTY without penalty.

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.

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XVI. 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 corrective action plan (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 and file with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as may be required during the term of this Contract.

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.

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XVII. 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. WIC, Division 5, Community Mental Health Services.
4. WIC, Division 6, Admissions and Judicial Commitments.
5. WIC, Division 7, Mental Institutions.
6. HSC, §§1250 et seq., Health Facilities.
7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
8. CCR, Title 9, Rehabilitative and Developmental Services.
9. CCR, Title 17, Public Health.
10. CCR, Title 22, Social Security.
11. CFR, Title 42, Public Health.
12. CFR, Title 45, Public Welfare.
13. USC Title 42. Public Health and Welfare.
14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
16. 42 USC §1857, et seq., Clean Air Act.
17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
18. 31 USC 7501.70, Federal Single Audit Act of 1984.
19. Policies and procedures set forth in Behavioral Health Services Act.
20. Policies and procedures set forth in DHCS Letters.
21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
22. 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.
23. 42 CFR, Section 438, Managed Care Regulations.
24. Trafficking Victims Protection Act of 2000.

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

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

27. D/MC Certification Standards for Substance Abuse Clinics, July 2004.

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

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

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

31. Orange County Medi-Cal Mental Health Managed Care Plan.

32. 42 CFR, Section 438, Managed Care Regulations

33. Short-Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case Management.

34. Short-Doyle/Medi-Cal Modifications/Revisions for the Rehabilitation Option and Targeted Case Management Manual, including DMH Letter 94-14, dated July 7, 1994, DMH Letter No. 95-04, dated July 27, 1995, DMH Letter 96-03, dated August 13, 1996.

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

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

37. US Department of Justice, Drug Enforcement Administration.

38. 42 CFR, Public Health, Part 8 – Certification of Opioid Treatment Programs.

39. 21 CFR Part 1308-Schedules of Controlled Substances.

40. 21 CFR Parts 1300, 1301, 1304, et al. Disposal of Controlled Substances, Final Rule.

41. AB 109 2011 Public Safety Realignment.

C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and requirements as they exist now or may be hereafter amended or changed.

D. CONTRACTOR shall at all times be capable and authorized by the State of California to provide treatment and bill for services provided to Medi-Cal eligible Clients while working under the terms of this Contract.

E. CONTRACTOR shall have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers services to non-Medi-Cal beneficiaries. If CONTRACTOR only serves Medi-Cal beneficiaries, CONTRACTOR shall require that hours of operation are comparable to the hours CONTRACTOR makes available for Medi-Cal services that are not covered by CONTRACTOR, or another Mental Health Plan.

F. CONTRACTOR shall make every reasonable effort to obtain appropriate licenses and/or waivers to provide Medi-Cal billable treatment services at school or other sites requested by ADMINISTRATOR.

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XVIII. 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, X, 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. CONTRACTOR agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. CONTRACTOR must first obtain review and approval of said news media contact from COUNTY through the County DPA. Any requests for interviews or information received by the media should be referred directly to COUNTY. Contractors are not authorized to serve as a media spokespersons for County projects without first obtaining permission from COUNTY.

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

XIX. 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.

XX. 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.

3. 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, may file an appeal.

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.

XXI. 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.

XXII. NOTIFICATION OF DEATH

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

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.

XXIII. 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.

XXIV. 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.

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,

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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.

XXV. PAYMENT CARD COMPLIANCE

Should CONTRACTOR conduct credit/debit card transactions in conjunction with their business with COUNTY, on behalf of COUNTY, or as part of the business that they conduct, CONTRACTOR covenants and warrants that it is currently PA DSS and PCI DSS compliant and will remain compliant during the entire duration of this Contract. CONTRACTOR agrees to immediately notify COUNTY in the event CONTRACTOR should ever become non-compliant, and will take all necessary steps to return to compliance and shall be compliant within ten (10) business days of the commencement of any such interruption. Upon demand by COUNTY, CONTRACTOR shall provide to COUNTY written certification of CONTRACTOR's PA DSS and/or PCI DSS compliance.

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.

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.

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).

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. TERM

A. This specific Contract with CONTRACTOR is only one of several agreements to which the term of this Contract applies. This specific Contract shall commence as specified in the Referenced Contract Provisions of this Contract or the execution date, whichever is later. This specific Contract shall terminate

as specified in the Referenced Contract Provisions of this Contract, unless otherwise sooner terminated as provided in this Contract. CONTRACTOR is 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.

XXXIII. TERMINATION

A. CONTRACTOR shall meet 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 effective immediately upon written notice given 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 Total Aggregate Amount Not To Exceed 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) calendar 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.

XXXIV. 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.

XXXV. 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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SIGNATURE PAGE

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

TELECARE CORPORATION, a California Corporation

BY: Signed by: Dawn Utecht 65C9AC71C82541F... DATED: 4/16/2026

TITLE: SVP/Chief Development Officer

COUNTY OF ORANGE

BY: _____ DATED: _____

PURCHASING AGENT/DESIGNEE

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

BY: Signed by: Brittany McLean 71CFE638662E411... DATED: 4/16/2026

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
TO CONTRACT FOR PROVISION OF
ADULT FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
TELECARE CORPORATION
JULY 1, 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.

1. ACT means Assertive Community Treatment and refers to an evidence-based practice to support individuals living with complex and significant behavioral health needs and a treatment history that may include psychiatric hospitalization and emergency room visits, residential treatment, involvement with the criminal justice system, homelessness, and/or lack of engagement with traditional outpatient services.

2. Active and Ongoing Caseload means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS, and documentation that the Clients are receiving services at a level, frequency, and duration that is consistent with each Client's level of impairment and treatment goals and is consistent with individualized, solution-focused, evidence-based practices.

3. ADL means Activities of Daily Living and refers to diet, personal hygiene, clothing care, grooming, money and household management, personal safety, symptom monitoring, etc.

4. Admission means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS.

5. ASAM means American Society of Addiction Medicine and its criteria is the most widely used and comprehensive set of standards for placement, continued service, and transfer of patients with addiction and co-occurring conditions.

6. Behavioral Health Services means mental health services and substance use disorder treatment services, as defined in W&I Code Section 5891.5.

7. Benefits Specialist means a specialized position that would primarily be responsible for coordinating Client applications and appeals for State and Federal benefits.

8. Best Practices means a term that is often used interchangeably with "evidence-based practice" and is best defined as an "umbrella" term for three levels of practice, measured in relation to Recovery-consistent mental health practices where the Recovery process is supported with scientific intervention that best meets the needs of the Client at this time.

a. Evidence-Based Practices (EBP) refers to the interventions utilized for which there is

consistent scientific evidence showing they improved Client outcomes and meets the following criteria: it has been replicated in more than one geographic or practice setting with consistent results; it is recognized in scientific journals by one or more published articles; it has been documented and put into manual forms; it produces specific outcomes when adhering to the fidelity of the model.

b. Promising Practices means that experts believe the practices are likely to be raised to the next level when scientific studies can be conducted and are supported by some body of evidence, (evaluation studies or expert consensus in reviewing outcome data); it has been endorsed by recognized bodies of advocacy organizations; and finally, produces specific outcomes.

c. Emerging Practices means that the practice(s) seems like a logical approach to addressing a specific behavior which is becoming distinct, recognizable among Clients and clinicians in practice, or innovators in academia or policy makers; and at least one recognized expert, group of researchers, or other credible individuals have endorsed the practice as worthy of attention based on outcomes; and finally, it produces specific outcomes.

9. BH-CONNECT means Behavioral Health Community-Based Organized Networks of Equitable Care and Treatment and is an initiative of the Department of Health Care Services (DHCS) to increase access to and strengthen the continuum of community-based behavioral health services for Medi-Cal members living with significant behavioral health needs. BH-CONNECT is comprised of a new five-year Medicaid Section 1115 demonstration, State Plan Amendments (SPAs) to expand coverage of EBPs available under Medi-Cal, and complementary guidance and policies to strengthen behavioral health services statewide.

10. BHSA means Behavioral Health Services Act which replaces the Mental Health Services Act of 2004 and reforms behavioral health care funding to prioritize services for people with the most significant mental health needs while adding the treatment of substance use disorders (SUD), expanding housing interventions, and increasing the behavioral health workforce.

11. Care Coordinator means a MHS, CSW, or MFT that provides mental health, crisis intervention and case management services to those Clients who seek services in COUNTY operated outpatient programs.

12. Case Management Linkage Brokerage means a process of identification, assessment of need, planning, coordination and linking, monitoring, and continuous evaluation of Clients and of available resources and advocacy through a process of casework activities in order to achieve the best possible resolution to individual needs in the most effective way possible. This includes supportive assistance to the Client in the assessment, determination of need, and securing of adequate and appropriate living arrangements.

13. CAT means Crisis Assessment Team and provides twenty-four (24) hour mobile response services to any adult who has a psychiatric emergency. This program assists law enforcement, social service agencies, and families in providing crisis intervention services for the mentally ill. CAT is a multi-disciplinary program that conducts risk assessments, initiates involuntary hospitalizations, and provides

case management, linkage, and follow ups for individuals evaluated.

14. Certified Chart Reviewer means an individual that obtains certification by completing all requirements set forth in the Quality Improvement and Program Compliance Reviewer Training Verification Sheet.

15. Client or Member means an individual, referred by COUNTY or enrolled in CONTRACTOR's program for services under the Contract, who experiences severe mental illness.

16. Clinical Director means an individual who meets the minimum requirements set forth in Title 9, CCR, and has at least two (2) years of full-time professional experience working in a mental health setting.

17. Community-Defined Evidence Practices means an alternative or complement to evidence-based practices, that offer cultural anchored interventions that reflect the values, practices, histories, and lived-experiences of the communities they serve. These practices come from the community and the organizations that serve them and are found to yield positive results as determined by community consensus over time.

18. Co-Occurring Capable means looking at all aspects of program design and functioning to embed integrated policies, procedures, practices, and training in the operations of the program to make it routine for clinicians to successfully deliver integrated care.

19. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that operates twenty-four (24) hours a day that serves Orange County residents, aged 18 and older, who are experiencing a psychiatric crisis and need immediate evaluation. Clients receive a thorough psychiatric evaluation, crisis stabilization treatment, and referral to the appropriate level of continuing care. As a designated outpatient facility, the CSU may evaluate and treat Clients for no longer than twenty-three (23) hours.

20. CSW means Clinical Social Worker and refers to an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 625, and has two (2) years of post-master's clinical experience in a mental health setting.

21. Data Collection System means a software designed for collection, tracking, and reporting outcomes data for Clients enrolled in the FSP Programs.

a. 3 M means the Quarterly Assessment Form that is completed for each Client every three months in the approved data collection system.

b. Data Analysis Specialist means a person who is responsible for ensuring the program maintains a focus on outcomes by reviewing outcomes and analyzing data, as well as working on strategies for gathering new data from the Client's perspective, which will improve understanding of Client's needs and desires towards furthering their Recovery. This individual provides feedback to the program and works collaboratively with the employment specialist, education specialist, benefits specialist, and other staff in the program in strategizing improved outcomes in these areas. This person is responsible for attending all data and outcome related meetings and ensuring that program is being proactive in all data collection requirements and changes at the local and State level.

c. Data Certification means the process of reviewing State and COUNTY mandated outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the data is accurate.

d. KET means Key Event Tracking and refers to the tracking of a Client's movement or changes in the approved data collection system. A KET must be completed and entered accurately each time CONTRACTOR is reporting a change from previous Client status in certain categories. These categories include: residential status, employment status, education, legal status, emergency intervention episodes, and benefits establishment.

e. PAF means Partnership Assessment Form and refers to the baseline assessment for each Client that must be completed and entered into the data collection system within thirty (30) days of the Partnership date.

22. DCR means Data Collection and Reporting and refers to the DHCS developed data collection and reporting system that ensures adequate research and evaluation regarding the effectiveness of services being provided and the achievement of outcome measures. COUNTY is required to report Client information and outcomes of the FSP program directly to the FSP DCR system by XML file submission of the three different type of Client assessments (PAF, KET, and 3M).

23. Diagnosis means the definition of the nature of the Client's disorder. When formulating the diagnosis of Client, CONTRACTOR shall use the diagnostic codes as specified in the most current edition of the Diagnostic and Statistical Manual (DSM) published by the American Psychiatric Association. DSM diagnoses shall be recorded on all IRIS documents, as appropriate.

24. Engagement means the process by which a trusting relationship between worker and Client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of Client(s) is the objective of successful Outreach.

25. Face-to-Face means an encounter between the Client and provider in which they are both physically present.

26. FACT means Forensic Assertive Community Treatment and refers to an evidence-based practice that serves individuals that meet criteria for ACT who also have lived experience with the criminal justice system.

27. FSP means Full Service Partnership and refers to a type of program described by the State in the requirements for COUNTY plan for use of BHSA funds and which includes Clients being full partners in the development and implementation of their treatment plan. Full Service Partnership programs provide in person and in the field individualized, team-based care to individuals living with significant behavioral health needs through a "whatever it takes" approach. Services are community-based using a whole-person approach that is trauma-informed, recovery-focused, age-appropriate, and delivered in partnership with families or an individual's natural supports.

a. Client services are focused on recovery and harm reduction to encourage the highest level of Client empowerment and independence achievable. FSP staff shall meet with the Client in their current

community setting and shall develop a supportive relationship with the individual served. Substance use treatment shall be integrated into services and provided by the Client's team to individuals with a co-occurring disorder.

b. The FSP shall offer "whatever it takes" to engage seriously mentally ill adults, including those who have co-occurring disorders, in a partnership to achieve the individual's wellness and recovery goals. Services shall be non-coercive and focused on engaging Clients in the field. The goal of FSP Programs is to assist the Clients to progress through pre-determined quality of life outcome domains (e.g., housing, decreased incarcerations, decreased hospitalizations, increased education involvement, increased employment opportunities and retention, linkage to medical providers, etc.) and become more independent and self-sufficient as Clients move through the continuum of recovery as evidenced by progressing to a lower level of care or out of the "intensive case management" need category.

28. Homelessness or at risk of homelessness means people who are homeless or at risk of homelessness, as defined in Section 91.5 of Title 24 of the Code of Federal Regulations, or as otherwise defined by the State Department of Health Care Services for purposes of the Medi-Cal program.

a. Chronically Homeless means an individual or family that is chronically homeless, as defined in Section 11360 of Title 42 of the United States Code, or as otherwise modified or expanded by the State Department of Health Care Services.

29. Housing Specialist means a specialized position dedicated to developing the full array of housing options for their program and monitoring their suitability for the population served in accordance with the minimal housing standards policy set by COUNTY for their program. This individual is also responsible for assisting Clients with applications to low income housing, housing subsidies, senior housing, etc. This individual is responsible for keeping abreast of the continuum of housing placements as well as Fair Housing laws and guidelines. This individual is responsible for understanding the procedures involved in housing placement, including but not limited to: the referral process, coordinated entry system, licensed residential placements, and interim housing placements.

30. ICM means Intensive Case Management and refers to an FSP level of care that serves adults and older adults with significant impairment who may not meet ACT level of care but still have significant behavioral health needs and can benefit from FSP supports.

31. Individual Services and Support Funds – Flexible Funds means funds intended for use to provide Clients and/or their families with immediate assistance, as deemed clinically necessary, for the treatment of their mental illness and their overall quality of life. Flexible Funds are generally categorized as housing, transportation, food, clothing, medical, and miscellaneous expenditures that are individualized and appropriate to support Client's mental health treatment activities.

32. Intake means the initial meeting between a Client and CONTRACTOR's staff and includes an evaluation to determine if the Client meets program criteria and is willing to seek services.

33. Intern means an individual enrolled in an accredited graduate program accumulating clinically supervised work experience hours as part of field work, internship, or practicum requirements.

Acceptable graduate programs include all programs that assist the student in meeting the educational requirements in becoming a licensed MFT, a licensed CSW, or a licensed Clinical Psychologist.

34. IRIS means Integrated Records Information System and refers to a collection of applications and databases that serve the needs of programs within COUNTY and includes functionality such as registration and scheduling, laboratory information system, billing and reporting capabilities, compliance with regulatory requirements, electronic medical records, and other relevant applications.

35. IPS means Individual Placement and Support and refers to a person-centered approach, designed to support individuals living with significant behavioral health needs in attaining and maintaining competitive employment to support recovery from their behavioral health condition.

36. Job Coach/Developer means a specialized position dedicated to developing and increasing employment opportunities for the Client and matching the job to the Client's strengths, abilities, desires, and goals. This position also integrates knowledge about career development and job preparation to ensure successful job retention and satisfaction of both employer and employee.

37. Linkage means to assist an individual in connecting with a referral.

38. Medical Necessity means the requirements as defined by W&I Code 14184.42 and as listed in COUNTY BHP Medical Necessity for Medi-Cal Reimbursed Specialty Mental Health Services.

39. Medication-Assisted Treatment (MAT) means the use of FDA-approved medications, in combination with counseling and behavioral therapies, to provide a "whole-patient" approach to the treatment of substance use disorders.

40. Member Advisory Board means a member-driven board which shall direct the activities, provide recommendations for ongoing program development, and create the rules of conduct for the program.

41. Mental Health Services means interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development, and enhanced self-sufficiency. Services shall include:

a. Assessment means a service activity, which may include a clinical analysis of the history and current status of a Client's mental, emotional, or behavioral disorder, relevant cultural issues and history, diagnosis, and the use of testing procedures.

b. Collateral means a significant support person in a Client's life and is used to define services provided to them with the intent of improving or maintaining the mental health status of the Client. The Client may or may not be present for this service activity.

c. Co-Occurring Integrated Treatment Model means an evidence-based Integrated Treatment programs, in which Clients receive a combined treatment for mental illness and substance abuse disorders from the same practitioner or treatment team.

d. Crisis Intervention means a service, lasting less than twenty-four (24) hours, to or on behalf of a Client for a condition which requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to, assessment, collateral, and therapy.

e. Medication Support Services means those services provided by a licensed physician, registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing, and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the symptoms of mental illness. These services also include evaluation and documentation of the clinical justification and effectiveness for use of the medication, dosage, side effects, compliance, and response to medication, as well as obtaining informed consent, providing medication education, and plan development related to the delivery of the service and/or assessment of the Client.

f. Rehabilitation Service means an activity which includes assistance in improving, maintaining, or restoring a Client's or group of Clients' functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources, and/or medication education.

g. Targeted Case Management means services that assist a Client to access 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 service and the service delivery system; monitoring of the Client's progress; and plan development.

h. Therapy means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of Clients which may include family therapy in which the Client is present.

42. Mental Health Worker means an individual that assists in planning, developing, and evaluating mental health services for Clients; provides liaison between Clients and service providers; and has obtained a Bachelor's Degree in a behavioral science field such as psychology, counseling, or social work, or has two years of experience providing client-related services to Clients experiencing mental health, drug abuse, or alcohol disorders. Education in a behavioral science field such as psychology, counseling, or social work may be substituted for up to one year of the experience requirement.

43. MFT means Marriage and Family Therapist and refers to an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9, Section 626.

44. MHS means Mental Health Specialist and refers to an individual who has a Bachelor's Degree and four years of experience in a mental health setting and who performs individual and group case management studies.

45. MORS means Milestones of Recovery Scale and refers to a recovery scale that COUNTY will be using for the Adult mental health programs in COUNTY. The scale shall provide the means of assigning Clients to their appropriate level of care and replace the diagnostic and acuity of illness-based tools. MORS is ideally suited to serve as a recovery-based tool for identifying the level of service needed by participating members. The scale shall be used to create a map of the system by determining which milestone(s) or level of recovery (based on the MORS) are the target groups for different programs across

the continuum of programs and services offered by COUNTY.

46. NOABD means Notice of Adverse Benefit Determination. Notice of Adverse Benefit Determination is a Medi-Cal requirement defined to mean any of the following actions taken by a Plan: 1) The denial or limited authorization of a requested service, including determinations based on the type or level of service, medical necessity, appropriateness, setting, or effectiveness of a covered benefit; 2) The reduction, suspension, or termination of a previously authorized service; 3) The denial, in whole or in part, of payment for a service; 4) The failure to provide services in a timely manner; 5) The failure to act within the required timeframes for standard resolution of grievances and appeals; and 6) The denial of a beneficiary's request to dispute financial liability.

47. NPI means National Provider Identifier and refers to the standard unique health identifier that was adopted by the Secretary of HHS under HIPAA for health care providers. All HIPAA covered healthcare providers, individuals, and organizations must obtain an NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

48. NPP means Notice of Privacy Practices and refers to a document that notifies individuals of uses and disclosures of PHI that may be made by or on behalf of the health plan or health care provider as set forth in HIPAA.

49. Outreach and Engagement means activities to reach, identify, and engage individuals and communities in the behavioral health system, including peers and families, and to reduce disparities.

50. Peer Recovery Specialist/Counselor means an individual who has been through the same or similar recovery process as those he/she is now assisting to attain their recovery goals while getting paid for this function by the program. A Peer Recovery Specialist/Counselor's practice is informed by his/her own experience.

51. Pharmacy Benefits Manager (PBM) means the organization that manages the medication benefits that are given to Clients that qualify for medication benefits.

52. PHI means Protected Health Information and refers to individually identifiable health information usually transmitted by electronic media and maintained in any medium as defined in the regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is created or received by a covered entity and relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present, or future payment for health care provided to an individual.

53. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern or Psychological Assistant, acquiring hours for licensing, and waivered in accordance with Welfare and Institutions Code section 575.2. The waiver may not exceed five (5) years.

54. Pre-Licensed Therapist means an individual who has obtained a Master's Degree in Social Work or Marriage and Family Therapy and is registered with the BBS as an Associate CSW or Associate MFT acquiring hours for licensing. An individual's registration is subject to regulations adopted by the

BBS.

55. Program Administrator means an individual who has complete responsibility for the day to day function of the program. The Program Administrator is the highest level of decision making at a local, program level.

56. Psychiatrist means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 623.

57. Psychologist means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 624.

58. QIC means Quality Improvement Committee and refers to a committee that meets quarterly to review one percent (1%) of all "high-risk" Medi-Cal Clients to monitor and evaluate the quality and appropriateness of services provided. At a minimum, the committee is comprised of one (1) CONTRACTOR administrator, one (1) Clinician, and one (1) Physician who are not involved in the clinical care of the cases.

59. Recovery means a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential. The four major dimensions to support a life in recovery are:

a. Health: Overcoming or managing one's disease(s) as well as living in a physically and emotionally healthy way;

b. Home: A stable and safe place to live;

c. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family caretaking, or creative endeavors, and the independence, income, and resources to participate in society; and

d. Community: Relationships and social networks that provide support, friendship, love, and hope.

60. Referral means the act of sending an individual to another person or place for services, help, advice, etc. When indicated, follow-up shall be provided within five (5) working days to assure that the Client has made contact with the referred service.

61. SMD means serious mental disorder and refers to a mental disorder that is severe in degree and persistent in duration, which may cause behavioral functioning that interferes substantially with the primary activities of daily living, and which may result in an inability to maintain stable adjustment and independent functioning without treatment, support, and rehabilitation for a long or indefinite period of time.

62. SUD means Substance Use Disorder and refers to a condition in which the use of one or more substances leads to a clinically significant impairment or distress per the latest DSM.

63. Supervisory Review means ongoing clinical case reviews in accordance with procedures developed by ADMINISTRATOR to determine the appropriateness of Diagnosis and treatment and to monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards. Supervisory

review is conducted by the program/clinic administrator or designee.

64. Supportive Housing Specialist means a person who provides services in a supportive housing structure. This person coordinates activities which include, but are not limited to: independent living skills, social activities, supporting communal living, assisting residents with conflict resolution, advocacy, and coordinating care if a resident is under the care of a case manager. Supportive Housing Specialist consults with the multidisciplinary team assigned by the program. The specialists are active in supporting and implementing a FSP Philosophy and its individualized, strengths-based, culturally appropriate, and Client-centered approach. The Supportive Housing Specialist supports all BHSA residents living in the assigned housing project, whether or not the tenant is receiving services from the on-site FSP. The Supportive Housing Specialist works with Property Manager, BHSA Housing County monitor, Resident Clinical Service Coordinator, and other support services located on-site. This individual provides services that support housing sustainability for BHSA tenants and is active in supporting and implementing a Full Service Partnership approach that is individualized, strengths-based, culturally appropriate, and Client-centered.

65. Supportive Services means those services necessary to support clients' recovery and wellness, including, but not limited to, food, clothing, linkages to needed social services, linkages to programs administered by the federal Social Security Administration, vocational and education-related services, employment assistance, including supported employment, psychosocial rehabilitation, family engagement, psychoeducation, transportation assistance, occupational therapy provided by an occupational therapist, and group and individual activities that promote a sense of purpose and community participation.

66. Token means the security device which allows an individual user to access COUNTY's computer-based IRIS.

67. UMDAP means the Uniform Method of Determining Ability to Pay and refers to the method used for determining the annual Client liability for Mental Health Services received from COUNTY mental health system and is set by the State of California.

68. Vocational/Educational Specialist means a person who provides services that range from pre-vocational groups, trainings, and supports to obtain employment out in the community based on the Client's level of need and desired support. The Vocational/Educational Specialist provides "one on one" vocational counseling and support to Clients to ensure that their needs and goals are being met. The overall focus of the Vocational/Educational Specialist is to empower Clients and provide them with the knowledge and resources to achieve the highest level of vocational functioning possible.

69. WRAP means Wellness Recovery Action Plan and refers to a Client self-help tool for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.

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

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.

Telecare (Anaheim Location)

	PERIOD ONE	PERIOD TWO	PERIOD THREE	TOTAL
FFP Medi-Cal	$4,871,810	$4,871,810	$4,871,810	$14,615,430
BHSA Flex Funding	$810,078	$810,078	$810,078	$2,430,234
BHSA Static Funding	$600,000	$600,000	$600,000	$1,800,000
TOTAL AMOUNT NOT TO EXCEED	**$6,281,888**	**$6,281,888**	**$6,281,888**	**$18,845,664**

Telecare (Costa Mesa Location)

	PERIOD ONE	PERIOD TWO	PERIOD THREE	TOTAL
FFP Medi-Cal	$4,871,810	$4,871,810	$4,871,810	$14,615,430
BHSA Flex Funding	$913,856	$913,856	$913,856	$2,741,568
BHSA Static Funding	$600,000	$600,000	$600,000	$1,800,000
TOTAL AMOUNT NOT TO EXCEED	**$6,385,666**	**$6,385,666**	**$6,385,666**	**$19,156,998**

Telecare (Garden Grove Location)

	PERIOD ONE	PERIOD TWO	PERIOD THREE	TOTAL
FFP Medi-Cal	$8,356,692	$8,356,692	$8,356,692	$25,070,076
BHSA Flex Funding	$1,773,842	$1,773,842	$1,773,842	$5,321,526
BHSA Static Funding	$850,000	$850,000	$850,000	$2,550,000
TOTAL AMOUNT NOT TO EXCEED	**$10,980,534**	**$10,980,534**	**$10,980,534**	**$32,941,602**

Telecare (Santa Ana Location)

	PERIOD ONE	PERIOD TWO	PERIOD THREE	TOTAL
FFP Medi-Cal	$4,871,810	$4,871,810	$4,871,810	$14,615,430
BHSA Flex Funding	$112,800	$112,800	$112,800	$338,400
BHSA Static Funding	$600,000	$600,000	$600,000	$1,800,000
TOTAL AMOUNT NOT TO EXCEED	**$5,584,610**	**$5,584,610**	**$5,584,610**	**$16,753,830**

*Period One through Three is paid through a mixed Fee For Service and Actual Cost structure, as outlined in the Payments Paragraph of this Exhibit A to the Contract. The Total Amount Not to Exceed is listed for reference purposes only.

B. CONTRACTOR agrees that the amount of BHSA Medi-Cal Match is dependent upon, and shall at no time be greater than, the amount of Federal Medi-Cal actually generated by CONTRACTOR, unless authorized 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 will 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 will specify the amount of said revenues to be retained and the quantity of services to be provided by CONTRACTOR. Fees received from private resources on behalf of Medi-Cal Clients shall not be eligible for retention by CONTRACTOR.

D. FLEXIBLE FUNDS

1. 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 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.

2. CONTRACTOR shall ensure that utilization of Flexible Funds is individualized and appropriate for the treatment of Client's mental illness and overall quality of life.

3. CONTRACTOR shall report the utilization of their Flexible Funds monthly on a form approved by ADMINISTRATOR. The Flexible Funds report shall be submitted with CONTRACTOR's monthly Expenditure and Revenue Report.

4. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of the approved Flexible Funds P&P. CONTRACTOR shall provide signature confirmation of the Flexible Funds P&P training for each staff member that utilizes these Flexible Funds for a Client.

5. CONTRACTOR shall ensure the Flexible Funds P&P includes, but not be limited to, the following:

a. Purpose for which Flexible Funds are to be utilized. This shall include a description of what type of expenditures are appropriate, reasonable, justified, and that the expenditure of Flexible Funds shall be individualized according to the Client's needs. Include a sample listing of certain expenditures that are allowable, unallowable, or require discussion with ADMINISTRATOR;

b. Identification of specific CONTRACTOR staff designated to authorize Flexible Funds expenditures and the mechanism used to ensure this staff has timely access to Flexible Funds. This may include procedures for check requests/petty cash, or other methods of access to these funds;

c. Identification of the process for documenting and accounting for all Flexible Funds expenditures, which shall include, but not be limited to, retention of comprehensible source

documentation such as receipts, copy of Client's lease/rental contracts, general ledgers, and needs documented in Client's treatment plan;

d. Statement indicating that Flexible Funds may be utilized when other community resources such as family/friends, food banks, shelters, charitable organizations, etc. are not available in a timely manner, or are not appropriate for a Client's situation. PSCs shall assist Client in exploring other available resources, whenever possible, prior to utilizing Flexible Funds;

e. Statement indicating that no single Flexible Funds expenditure, in excess of $1,000, shall 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;

f. Statement that pre-purchases shall only be for food, transportation, clothing, and motels, as required and appropriate;

g. Statement indicating that 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 disbursement shall be tracked and logged by designated CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to less than twenty-five dollars ($25) each, unless otherwise approved in advance by ADMINISTRATOR in writing;

h. Statement indicating that 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-purchase of motel rooms shall be tracked and logged upon purchase and disbursement;

i. Statement indicating that Flexible Funds are not to be used for housing for Clients that have not been enrolled in CONTRACTOR's program, unless approved, in advance and in writing, by ADMINISTRATOR;

j. Statement indicating that Flexible Funds shall not be given in the form of cash to any Clients either enrolled or in the outreach and engagement phase of CONTRACTOR's program; and

k. Identification of procedure to ensure secured storage and documented disbursement of gift cards and vouchers for Clients, including end of year process accounting for gift cards still in staff possession.

E. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between programs, or between budgeted line items within a program, for the purpose of meeting specific program needs or for providing continuity of care to its members, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which will include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract

period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

F. 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, and Medicare regulations. The Client eligibility determination and fee charged to and collected from Clients, together with a record of all billings rendered and revenues received from any source, on behalf of Clients treated pursuant to the Contract, must be reflected in CONTRACTOR's financial records.

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 – This Contract is paid through a mixed Fee For Service and Actual Cost structure that braids Medi-Cal and BHSA funding to provide Adult Full Service Partnership Service as set forth in this Exhibit A. This Contract prioritizes Medi-Cal Fee For Service billing for all eligible, covered services and uses BHSA static and flexible funding, as allowable, to cover services and activities that cannot be reimbursed by Medi-Cal.

1. As compensation to CONTRACTOR for services provided pursuant to the Contract, COUNTY shall pay CONTRACTOR at the following rates of reimbursement; provided, however, the total of all payments to CONTRACTOR under this Contract shall not exceed COUNTY's Aggregate Amount Not To Exceed as set forth in the Referenced Contract Provisions of the Contract; and provided further, that CONTRACTOR's costs are allowable pursuant to applicable COUNTY, federal, and state regulations. Furthermore, if CONTRACTOR is ineligible to provide services due to non-compliance with licensure and/or certification standards of the state or COUNTY, ADMINISTRATOR may elect to reduce COUNTY's Total Aggregate Amount Not to Exceed proportionate to the length of time that CONTRACTOR is ineligible to provide services. CONTRACTOR shall ensure compliance with all Medi-Cal billing and documentation requirements when entering Claims into COUNTY IRIS system. ADMINISTRATOR may reduce, withhold or delay any payment associated with non-compliant billing practices or non-compliant licensure and/or certification. If Corrective Action Plans (CAP) are not completed within timeframes as determined by ADMINISTRATOR, payments may be reduced accordingly.

2. For Medi-Cal services provided pursuant to the Contract, COUNTY shall claim reimbursement to the State Medi-Cal unit on behalf of CONTRACTOR to the extent these services are

eligible.

3. CONTRACTOR shall submit appropriate Medi-Cal billing invoices to ADMINISTRATOR on a monthly basis. The monthly invoice(s) shall match what CONTRACTOR has entered into IRIS as billable services and have been adjudicated for payment (i.e., converted to claims that are not denied or rejected) at the time of invoice submission. Supplemental invoice(s) can be submitted if CONTRACTOR has billable services not yet entered into IRIS at time of original invoice submission. It is CONTRACTOR's responsibility to ensure the monthly Medi-Cal billing invoice reflects all billable services that CONTRACTOR entered into COUNTY IRIS system and were adjudicated for payment (i.e., converted to claims that are not denied or rejected). If, at any time, CONTRACTOR's IRIS billable services adjudicated for payment (i.e., converted to claims that are not denied or rejected) do not match the monthly invoice of Medi-Cal billable services, ADMINISTRATOR will review with CONTRACTOR, and may hold the Medi-Cal billing invoice for processing until a corrected invoice is received with matching billable services adjudicated for payment (i.e., converted to claims that are not denied or rejected).

4. 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. CONTRACTOR shall reimburse COUNTY for any such disallowances or penalties within thirty (30) calendar days of written notification by COUNTY.

Medi-Cal Reimbursement Rates	
Provider Type	**Contractor Baseline Rate per billable minute**
Licensed Physician	$8.33
Clinical Nurse Specialist	$6.67
Nurse Practitioner	$6.67
Registered Pharmacist	$6.67
Physician Assistant	$5.83
Registered Nurse	$5.58
Psychologist (Licensed or Waivered)	$5.42
Occupational Therapist	$5.00
LCSW (Licensed, Waivered or Registered)	$4.75
MFT/LPCC	$4.75
Certified AOD Counselor	$3.92
Licensed Vocational Nurse	$3.83
Peer Support Specialists	$3.67
Enhanced Community Health Worker	$3.40

Mental Health Rehabilitation Specialist	$3.33
Other Qualified Practitioner	$3.33
Licensed Psychiatric Technician	$3.33
Medical Assistant	$2.50
Other	
Flex Funds	Actual Cost
Static Funding (Anaheim Location)	$50,000/monthly
Static Funding (Costa Mesa Location)	$50,000/monthly
Static Funding (Garden Grove Location)	$70,833/monthly
Static Funding (Santa Ana Location)	$50,000/monthly

B. PAYMENT METHOD

1. Reimbursement Rates: COUNTY shall pay CONTRACTOR monthly in arrears, however, the total of all payments under this Contract shall not exceed COUNTY's Total Amount Not to Exceed. CONTRACTOR's invoices shall be on a form approved by ADMINISTRATOR and shall provide such information as is required by ADMINISTRATOR. Invoices are due by the twentieth (20th) calendar day of each month, and payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice form. For each Period, invoices received after the due date may not be paid in accordance with this Subparagraph III.B.

a. Monthly payments are interim payments only, and subject to Final Settlement in accordance with Paragraph VII. Cost Reconciliation Report and subparagraph III.B.1.b. of this Exhibit A below.

b. At least monthly, ADMINISTRATOR will review the BHS 837 P/835 Report.

1) If total count of claims paid by the state indicates that fewer claims were paid than were adjudicated for payment (i.e., not denied or rejected), COUNTY shall reduce the monthly invoice amount for the month immediately following ADMINISTRATOR's completion of the monthly review.

c. In conjunction with Subparagraph III.A above, CONTRACTOR shall not enter UOS into COUNTY IRIS system for services not rendered. If such information is entered, CONTRACTOR shall make corrections within ten (10) calendar days from notification by ADMINISTRATOR. Additionally, to assist in the protection of data integrity, CONTRACTOR shall create a procedure to ensure separation of duties between the individual performing direct services (LPHA, clinicians, counselors, etc.), and the clerical staff who enter information into the IRIS system. Clerical staff shall enter data into IRIS using the chart information provided by the direct service staff.

d. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Contract. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR.

2. Medi-Cal Fee For Service: COUNTY shall pay CONTRACTOR for allowable Medi-Cal claims successfully billed to the State and adjudicated paid. CONTRACTOR shall be responsible for ensuring Medi-Cal claims are submitted accurately and in a timely manner. Claims that are not approved or not adjudicated paid by the State Medi-Cal Unit will not be reimbursed by COUNTY.

3. BHSA Flex Funding: COUNTY shall pay CONTRACTOR flexible funding for allowable client-focused needs and supports, consistent with BHSA requirements and County guidance. COUNTY shall pay CONTRACTOR monthly in arrears the actual cost of the flex funds, less revenues that are actually received by CONTRACTOR provided, however, that the total of all payments under this Contract shall not exceed the COUNTY's Aggregate Total Amount Not to Exceed.

a. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Contract. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR.

b. Monthly payments are interim payments only, and subject to Final Settlement in accordance with the Expenditure and Revenue Report

4. BHSA Static Funding: COUNTY shall pay CONTRACTOR static funding, for activities that are not allowed or reimbursed under Medi-Cal. These activities include, but are not limited to: outreach & engagement, in-reach services, or services otherwise provided in a location resulting in a Medi-Cal billing lockout, and services for uninsured clients whose care cannot be billed to Medi-Cal or other health coverage. CONTRACTOR must maintain a minimum monthly census not less than 75% of contract census/caseload in order for each monthly payment to be approved.

C. CONTRACTOR shall ensure there is no duplication in billing across funding sources and must maintain separate accounting of Medi-Cal Fee For Service billing, BHSA static funds, and BHSA flexible funds.

D. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, books, vouchers, journals, time sheets, payrolls, appointment schedules, schedules for allocating costs, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided. This support documentation shall be made available for inspection by ADMINISTRATOR upon ADMINISTRATOR's request.

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

F. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of this Contract.

G. CONTRACTOR may be required to have an audit conducted in accordance with federal OMB Circular A-133. CONTRACTOR shall be responsible for complying with any federal audit requirements within the reporting period specified by OMB Circular A-133.

H. Billable services that are adjudicated for payment (i.e., converted to claims that are not denied or

rejected) and meet the incentive requirements will be paid at an additional percentage of the reimbursement rates.

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

IV. REPORTS

A. CONTRACTOR shall maintain records and make statistical reports available as required by ADMINISTRATOR and the DHCS on forms provided by either agency.

B. 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 all billable services entered into IRIS at the time of invoice submission for services 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 (20) calendar days following the end of the month being reported.

C. PROGRAM REPORTS – CONTRACTOR shall submit monthly program and performance outcomes reports to ADMINISTRATOR as requested no later than twenty (20) calendar days following the end of the month being reported.

D. ADDITIONAL REPORTS – Upon ADMINISTRATOR's request, CONTRACTOR shall make such additional reports available as required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information requested and allow up to thirty (30) calendar days for CONTRACTOR to respond.

E. CONTRACTOR must request in writing any extensions to the due date of the monthly required report. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

F. CONTRACTOR agrees to enter psychometrics into COUNTY's EHR system as requested by ADMINISTRATOR. Said psychometrics are for COUNTY's analytical uses only and shall not be relied upon by CONTRACTOR to make clinical decisions. CONTRACTOR agrees to hold COUNTY harmless, and indemnify pursuant to Paragraph XV, from any claims that arise from non-COUNTY use of said psychometrics.

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

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V. SERVICES

A. FACILITY – CONTRACTOR shall maintain a facility which meets the minimum requirements for Medi-Cal and Medicare eligibility for the provision of Adult Full Service Partnership Services for exclusive use by COUNTY at the following location, or any other location approved, in advance, in writing, by ADMINISTRATOR:

Telecare (Anaheim Location)
2531 W. Wooodland Dr. Anaheim CA 92801

Telecare (Costa Mesa Location)
275 E. Baker St. Costa Mesa CA 92626

Telecare (Garden Grove Location)
12141 Brookhurst St. Garden Grove CA 92840

Telecare (Santa Ana Location)
2100 N. Broadway Santa Ana CA 92701

1. The facility shall include space to support the services identified within the Contract.

2. The facility shall at minimum be open from Monday through Friday, 8:00 a.m. until at least 5:00 p.m., in adherence with COUNTY's regularly scheduled service hours; however, CONTRACTOR shall modify these hours of operation to provide services in the evenings and/or weekends in order to meet Clients' needs. CONTRACTOR shall provide crisis and after-hours response procedures to ensure 24/7 access to services, including staff conducting 5150 evaluations, providing crisis interventions, and arranging for psychiatric hospital admissions when needed. Additionally, CONTRACTOR agrees to provide access by phone or in person to its Clients twenty-four (24) hours per day, seven (7) days per week.

3. CONTRACTOR shall maintain a holiday schedule consistent with COUNTY's holiday schedule, unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

4. CONTRACTOR shall obtain a NPI - The standard unique health identifier adopted by the Secretary of HHS under HIPAA of 1996 for health care providers.

5. CONTRACTOR shall ensure the program possesses the necessary license to operate, if applicable, and any required certification.

a. CONTRACTOR shall ensure the space owned, leased or operated by the provider and used for services or staff meets local fire codes.

b. CONTRACTOR shall ensure the physical plant of any site owned, leased, or operated by the CONTRACTOR and used for services or staff is clean, sanitary, and in good repair.

c. CONTRACTOR shall establish and implement maintenance policies for any site owned, leased, or operated by CONTRACTOR and used for services or staff to ensure the safety and well-being of members and staff.

d. CONTRACTOR shall have current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, any required state or federal notices (DRA), and procedures for reporting unusual occurrences relating to health and safety issues.

e. CONTRACTOR shall maintain client records in a manner that meets the requirements of COUNTY and applicable state and federal standards.

f. CONTRACTOR shall ensure sufficient staff to allow COUNTY to claim federal financial participation (FFP) for the services that CONTRACTOR delivers to members, as described in 9 C.C.R. sections 1840.344 through 1840.358, as appropriate and applicable.

g. CONTRACTOR shall have written procedures for referring individuals to a psychiatrist when necessary.

h. CONTRACTOR's head or chief of service, as defined in 9 C.C.R. sections 622 through 630, shall be a licensed mental health professional.

i. CONTRACTOR shall store and dispense medications in compliance with all pertinent state and federal standards.

B. INDIVIDUALS TO BE SERVED – Adults, ages eighteen (18) years and older, who have a serious mental illness who are residing in Orange County and otherwise eligible for public services under Federal and State law. All individuals served must meet medical necessity and access criteria for Specialty Mental Health Services (SMHS) because of a serious mental disorder (SMD) per the definition in California Welfare & Institutions Code (WIC) 14184.402 and who meet the priority population criteria as specified by BHSA and DHCS. These priority populations include individuals who are: chronically homeless or experiencing homelessness or at risk of homelessness; in, or at risk of being in, the justice system; reentering the community from state prison or county jail; at risk for conservatorship; at risk of institutionalization. In addition, individuals must meet criteria for the appropriate FSP levels of care: Level 2 - ACT and Level 1 – FSP Intensive Case Management (ICM).

1. Level 2 - ACT Eligibility Criteria:

a. ACT serves individuals who are living with a SMD or may have co-occurring substance use disorders (SUD), have significant functional impairment, and have an indicator of continuous high-service needs.

b. Significant functional impairment is defined as one or more of the following:

1) Consistent inability to perform 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 oneself and one's possessions

2) Persistent or recurrent failure to perform daily living tasks, except with significant support or help from others such as friends, family, or relatives;

3) Consistent inability to be employed at a self-sustaining level or to carry out homemaker roles; and/or

4) Inability to maintain a safe living situation (e.g., repeated evictions or loss of housing, or under a mental health (Lanterman-Petris-Short [LPS]) conservatorship);

c. Indicator of continuous, high-service needs, as evidenced by one or more of the following:

1) High use of psychiatric hospitalization or psychiatric emergency services;

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

3) Co-existing SUD of significant duration;

4) High risk or a recent history of being involved in the criminal justice system;

5) Living in sub-standard housing, experiencing homelessness, or at imminent risk of becoming homeless;

6) Clinically assessed to be able to live more independently if intensive services are provided; and/or

7) Inability to participate in office-based services.

2. Level 1 - FSP ICM Eligibility Criteria:

a. 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

b. A moderate to significant functional impairment, including:

1) Consistent 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;

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

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

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

c. An indicator of continuous high-service needs, including:

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

2) 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;

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

4) Coexisting SUD of significant duration (greater than 6 months);

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

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

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

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

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

3. IPS is designed to support members living with significant behavioral health needs in attaining and maintaining competitive employment to support recovery from their behavioral health condition. IPS is appropriate for members who have a diagnosed or suspected mental health condition or SUD and who require assistance to attain or maintain competitive employment. A core principle of IPS is that services are available to anyone who wants to work, regardless of their clinical presentation. Factors such as individual presentation, behavioral health symptoms, job readiness, or treatment engagement have no impact on the medical necessity for IPS.

4. In addition, per W&I Code 5887, an individual with a serious mental illness is presumptively eligible for a full-service partnership if they meet one or more of the following criteria:

a. Is currently experiencing unsheltered homelessness

b. Is transitioning to the community after six months or more in a secured treatment or residential setting, including, but not limited to, a mental health rehabilitation center, institution for mental disease, or secured skilled nursing facility

c. Has been detained five or more times pursuant to Section 5150 over the last five years

d. Is transitioning to the community after six months or more in the state prison or county jail

e. CONTRACTOR is not required to enroll an individual who meets the presumptive eligibility criteria if doing so would conflict with contractual Medi-Cal obligations or court orders, or exceed program capacity or funding

f. Enrollment of a presumptively eligible individual shall be contingent upon both of the following:

1) The individual meets the criteria established above

2) The individual receives a recommendation by a licensed behavioral health clinician who, after assessing the individual's mental health needs, finds enrollment appropriate. This recommendation shall be documented in the individual's clinical record

C. PROGRAM PHILOSOPHIES – CONTRACTOR's program shall be guided by the following

values, philosophies, and approaches to recovery in the services provided:

1. Ensuring Cultural Considerations – CONTRACTOR shall tailor services to the Clients' worldview and belief systems and to enhance the therapeutic relationship, intervention, and outcome. Consideration to how Clients identify in terms of race, ethnicity, sexual orientation, and spirituality shall be considered when developing and providing services.

2. Being Fully Served, Ensuring Integrated Experience – To begin to understand and apply FSP practices, one must first understand the concepts inherent in the carefully selected phrase Full Service Partnership, including the idea of what it means to "be fully served" and providing an integrated service experience within the FSP. Individuals who have been diagnosed with a serious mental illness shall receive mental health services through an individual service plan where both the Client and their PSC agree that they are getting the services they want and need, in order to achieve their wellness and recovery goals.

3. Tailoring Service Coordination to Client Stage of Recovery – CONTRACTOR shall identify and define levels of service and supports that create a continuum of services based on the Clients' stages of Recovery to ensure that Clients are "fully served."

4. Outreach and Engagement – CONTRACTOR shall form the foundation of a partnership by successfully bringing individuals into the FSP as well as retaining Clients in the FSP while they need services.

5. Welcoming Environments – CONTRACTOR shall convey a sense of welcoming to Clients that reflects the belief in recovery. The healing and recovery process will not truly begin until a Client feels welcomed and accepted into the services and supports provided by the FSP team.

6. Stage of Readiness for Change – CONTRACTOR shall focus on Client's Stage of Readiness for Change toward changing behaviors and have concrete interventions and supports to support the Client's move towards recovery in that specific area of their life.

7. Client or Person Centered Treatment Planning and Service Delivery – CONTRACTOR shall promote a foundation for healing through the relationship between the Client and PSC or FSP team through the use of Client or Person Centered Treatment Planning and Service Delivery.

8. Fostering Independence, Self-Determination, and Transitioning to Community Supports – CONTRACTOR shall assist Clients in becoming more engaged in their recovery to reduce reliance on the mental health system, as mental health interventions become less necessary.

9. Community Capacity Building – CONTRACTOR shall assist Clients in managing and living productive lives in their community; to reduce unnecessary Client reliance on the mental health system; and to increase capacity within the system to serve new Clients.

10. Use of Strength-Based Approach – CONTRACTOR shall help Clients identify and use their individual strengths in treatment as an effective way to help Clients achieve their goals and believe that recovery is possible.

11. Client Self-Management – CONTRACTOR shall assist Clients in learning to assume more

responsibility for their overall care by becoming more involved in decision-making and successfully managing their symptoms.

12. Integrated Services for Clients with Co-Occurring Substance Use and Mental Health Disorders – CONTRACTOR shall integrate substance use and mental health services into one treatment plan as it is critical to the recovery process for both disorders. Integrated Co-Occurring Treatment model is an approach that helps people recover by offering treatments that combine or integrate mental health and substance use interventions at the level of the clinical encounter. Ultimately, the goal of Integrated Co-Occurring Treatment is to help people manage both their mental illness and substance use disorders so that they can pursue their own meaningful life goals. This includes a stage-wide approach to co-occurring disorders treatment and linkage to medication-assisted treatment (MAT), substance use residential treatment, and recovery residences/sober living to support their continued successful recovery.

13. Role of Medication and Therapy – CONTRACTOR shall understand the potential role and value of therapy, counseling, and medication as treatment modalities within a FSP. CONTRACTOR shall identify strategies for FSP teams to work collaboratively with Clients to find the best approach to support their success.

14. Reconnecting with Family – CONTRACTOR shall facilitate the recovery process and add an element of social support to the Client and include the family in services when appropriate.

15. Increasing Social Supports and Community Integration – CONTRACTOR shall work with Clients to shift Clients' support from weighing heavily on the mental health system to weighing more heavily in the community. CONTRACTOR shall focus on increasing Clients' social network and increasing their opportunities to meet new people as Clients' recoveries progress.

16. Education, Employment and Volunteering – CONTRACTOR shall work with Clients to engage in activities that are meaningful, create self-sufficiency, and give back to the community.

17. Reducing Involvement in the Criminal Justice System – CONTRACTOR shall support Client to address legal issues as needed and reduce involvement with law enforcement and the judicial system.

18. Linkage to and Coordination of Health Care – CONTRACTOR shall ensure all FSP Clients have access to needed comprehensive health care. Access to these services is particularly critical since Clients with mental health issues often have undiagnosed and untreated medical conditions that result in chronic medical conditions and premature death.

19. Coordination of Inpatient Care/Incarceration – CONTRACTOR shall ensure coordination of services when FSP Clients are in a psychiatric hospital or incarcerated and plan for a successful discharge.

20. Team Service Approach and Meeting Structure – CONTRACTOR shall utilize the FSP team as a whole in treatment and service planning and develop a structure for team meetings to discuss cases and coordinate care.

21. Use of Peer Staff – CONTRACTOR shall identify meaningful roles for peer employees as part of a FSP team. Employing peers is transformational and not only helps individuals give back to the system that helped them recover, but also, if done with care, will reduce the stigma associated with mental

illness. CONTRACTOR shall maintain the ability to develop and utilize peers who are knowledgeable about the needs of Clients.

22. Creating an Array of Readily Available Housing Options – CONTRACTOR shall create an array of readily available housing options and provide safe and affordable housing for each Client.

23. Graduation - Graduation is the expected outcome for all Clients and is not only crucial to the Clients as validation of their accomplishments and belief in their potential, but is also crucial for capacity and flow through the behavioral health system. CONTRACTOR shall work with Clients and provide them with support needed to develop the confidence to move to lower levels of care or full community integration.

24. Evidence-Based Practices - CONTRACTOR shall focus on using EBPs whenever possible, including, but not limited to, the Assertive Community Treatment model, which embraces a "whatever it takes" approach to remove barriers for individuals to access the support needed to fully integrate into the community. CONTRACTOR shall have staff with the needed expertise to collect and analyze data and outcomes in line with established fidelity measures. This staff shall ensure desired outcomes are achieved and routinely tested for accuracy.

25. CONTRACTOR shall conduct ongoing evaluation of practices and outcomes to ensure that all components of FSP requirements under BHSA and DHCS and program philosophies, as outlined above, are successfully implemented and achieving desired results. These results shall be made available to COUNTY and the general public via: the BHSA website, quarterly outcome focused management meetings, and public forums upon request and approval of COUNTY. CONTRACTOR shall have the needed expertise to collect and analyze data and outcomes in line with established fidelity measures. This expertise shall ensure desired outcomes are achieved and routinely tested for accuracy.

D. PROGRAM SERVICES – CONTRACTOR's program shall include, but not be limited to the following services under the provision of FSP Services:

1. Assessment Services: Evaluate the current status of a Client's mental, emotional, or behavioral health. It includes a Mental Status Examination, analysis of clinical history, analysis of relevant cultural issues and history, diagnosis and may include testing procedures. CONTRACTOR shall have qualified staff to provide assessment services. CONTRACTOR shall use DHCS-approved standardized mental health screening tools set forth in DHCS guidance to ensure members seeking mental health services who are not currently receiving covered SMHS or Non-Specialty SMHS (NSMHS) are referred to the appropriate delivery system for mental health services, either in the COUNTY behavioral health plan network or the Managed Care Plan network, in accordance with the No Wrong Door policies set forth in W&I Code § 14184.402(h). If a member is receiving covered SMHS and is determined to meet the criteria for NSMHS covered by Medi-Cal Fee For Service and Managed Care Plans as defined by W&I Code section 14184.402, CONTRACTOR shall use DHCS-approved standardized transition tools, and any other applicable DHCS guidance, as required when members who have established relationships with CONTRACTOR experience a change in condition requiring NSMHS. CONTRACTOR shall provide

the provision of medically necessary SMHS provided to a member who meets SMHS access criteria who is concurrently receiving NSMHS when those services are not duplicative and provide coordination of care with the Managed Care Plan. For youth under 21 years of age, CONTRACTOR shall use the DHCS approved Youth Trauma Screening Tool.

2. Crisis Intervention and Management Services: Emergency response services enable the Client to cope with the crisis while maintaining his/her functioning status within the community and are aimed at preventing further decompensation. This may include assessment for involuntary hospitalization. This service must be available twenty-four (24) hours per day, seven (7) days per week.

3. Medication Support Services: Evaluate need for individual medication, clinical effectiveness, side effects of medication, and obtaining informed consent.

a. Medication education shall be provided including discussing risks, benefits, and alternatives with the Clients and significant support persons when indicated.

b. Plan development related to decreasing impairments, delivering of services, evaluating the status of the Client's community functions, and prescribing, dispensing, and administering psychotropic medications shall be discussed with the Client and documented.

4. Co-Occurring Services: Follow a program that uses a stage-wise treatment model that is non-confrontational, follows behavioral principles, considers interactions between mental illness and substance use, and has gradual expectations of abstinence. Mental health and substance use research has strongly indicated that to recover fully, a Client with a co-occurring disorder needs treatment for both diagnoses, as focusing on one does not ensure the other will go away. Co-occurring services integrate assistance for each condition, helping people recover from both in one setting at the same time. All treatment team members shall be capable of providing co-occurring treatment. Individuals with co-occurring issues shall be provided a range of co-occurring services including linkage to medical detox, social detox, residential treatment, etc. CONTRACTOR shall ensure FSP teams are capable of supporting FSP participants living with co-occurring mental health and substance use disorder conditions by providing integrated behavioral health care as part of the FSP program, inclusive of mental health, SUD and/or co-occurring services, or by closely coordinating the provision of SUD care for FSP participants. In addition, CONTRACTOR shall provide co-occurring substance use services including, but are not limited to:

a. Conducting the American Society of Addiction Medicine (ASAM) screening as part of an integrated assessment upon intake into the FSPs and reassessment, and connecting individuals to SUD providers, as appropriate.

b. Offering medications for addiction treatment (MAT) services directly to clients or having an effective referral process in place.

c. Training FSP staff to ensure competency with co-occurring disorders and equipping staff at all levels of care to provide comprehensive care to individuals living with significant co-occurring behavioral health needs.

d. Connecting participants to SUD providers and other clinically necessary services.

e. Developing billing strategies for providing co-occurring care.

5. Vocational and Educational Services: As part of the continuum of Recovery it is important that Clients develop an "identity" other than that of a mental health Client; towards this end, Clients shall be supported in exploring a full range of opportunities, including but not limited to, volunteer opportunities, part-time/full-time work, supported employment, competitive employment, and educational opportunities. CONTRACTOR shall adhere to the Individual Placement and Support (IPS) model for Supportive Employment. IPS is designed to support members living with significant behavioral health needs in attaining and maintaining competitive employment to support recovery from their behavioral health condition. IPS is appropriate for members who have a diagnosed or suspected mental health condition or SUD and who require assistance to attain or maintain competitive employment. A core principle of IPS is that services are available to anyone who wants to work, regardless of their clinical presentation. Factors such as individual presentation, behavioral health symptoms, job readiness, or treatment engagement have no impact on the medical necessity for IPS. CONTRACTOR's staff shall have a dedicated Vocational/Educational Specialist to assist enrolled Clients with these services. CONTRACTOR shall ensure that IPS teams meet fidelity designation requirements as specified by DHCS. IPS teams are expected to provide as many contacts as needed to support a Client's recovery, consistent with the evidence-based model. The number of contacts per Client may vary depending on the course of their treatment.

a. The IPS model includes a specific set of pre-employment services (e.g., job-related assessment) and employment sustaining services (e.g., ongoing job coaching and follow-along supports.).

b. Pre-employment services: Support a Client in attaining a competitive job to support their individualized recovery. In most cases, a Client shall meet with their IPS team at least weekly during the pre-employment stage of IPS. Pre-employment services include:

1) Job-related discovery or assessment: The IPS team works with the Client on an ongoing basis to understand their work experience, job skills and goals, and to identify jobs for the Client.

2) Person-centered employment planning: The IPS team and the Client work together to develop a "career profile" that outlines the Client's individual strengths, preferences and goals, desired outcomes of IPS, and cultural considerations to support their job search and placement.

3) Job development and placement: The IPS team works with the Client to identify and secure work that aligns with the Client's strengths, preferences, and recovery goals.

4) Job carving: The IPS team engages directly with employers to develop, modify, or customize a specific role that would be appropriate for the Client.

5) Benefits education and planning: The Client receives benefits counseling to understand how work may affect their benefits (e.g., Medi-Cal coverage or Social Security income) and guide their plan for starting work.

c. Employment sustaining services: Once a Client secures competitive employment, the IPS

team provides ongoing coaching and follow-along supports to address challenges in the workplace and support the Client in achieving their recovery goals. Clients typically receive employment sustaining services weekly during the initial months of employment, followed by ongoing coaching and other supports on a less frequent cadence. In most cases, follow-along supports are provided for six months or more after a Client secures a job, with the exact duration tailored to the Client's ongoing needs and preferences. Job sustaining services include:

1) Career advancement services: The IPS team works with the Client to identify opportunities for promotion or advancement in their role, or to identify new opportunities when appropriate.

2) Negotiation with employers: The IPS team engages directly with employers to adjust or restructure the Client's job or to discuss accommodations on an ongoing basis.

3) Job analysis: The IPS team and the Client review tasks required as part of the Client's job and identify skills or training that may be required to succeed in that role, such as managing social challenges at work, and managing symptoms or medication side effects on the job.

4) Job coaching: The IPS team works with the Client to support them in addressing challenges in the workplace and developing skills to strengthen their performance at work.

5) Benefits education and planning: Once a Client is working, the IPS team helps the Client manage their benefits on an ongoing basis as they increase their earnings

6) Asset development: The IPS team supports the Client in understanding and managing the earnings from their job.

7) Follow-along supports: The IPS team engages with the Client on an ongoing basis to support them in the workplace.

d. Educational Services: CONTRACTOR shall engage Clients in activities to support them in achieving the highest educational functioning possible. Services and activities may include General Education Diploma preparation, and linkage to colleges, vocational training, and adult schools.

6. Family and Peer Support Services:

a. Connection to community, family, and friends is a critical element to recovery and shall be an integral part of CONTRACTOR's services. The PSCs shall work to include Client's natural support system in treatment and services; peers shall be hired as Peer Recovery Specialists to assist Clients in their Recovery.

b. Supportive Socialization and Meaningful Community roles: CONTRACTOR shall provide client-centered services that will assist Clients in their Recovery, self-sufficiency, and in seeking meaningful life activities and relationships.

c. Family Support Services: CONTRACTOR shall create a culture that embraces families in the recovery process. Family therapy is found to be an integral part of the success of this population's recovery. CONTRACTOR shall have a licensed clinician who has experience working with family theory and practice. The clinician shall continuously evaluate the needs of the family members and provide

services accordingly. These services shall include but not be limited to; multi-family groups, psycho-educational groups, and family therapy. Some of the components of family treatment should include, but not be limited to: communication, family dynamics, and resource development. CONTRACTOR shall collaborate with the Client and family members to provide education about mental health and support in navigating the mental health system.

7. Transportation Services: CONTRACTOR shall provide transportation services which may include, but not be limited to: provision of bus tickets and taxi vouchers; transportation to appointments deemed necessary for the Client care; transportation for emergency psychiatric evaluation or treatment; or transportation for the provision of any case management services. Transportation may be conducted by the driver or any PSC in the case that the Client is not taking public transportation. CONTRACTOR shall possess the ability to provide or arrange for transportation of Clients to planned community activities or events. Clients shall be encouraged to utilize public transportation, carpools, or other means of transportation whenever possible.

8. Outreach and Engagement: CONTRACTOR shall provide ongoing engagement services to enrolled FSP participants in order to maintain their continued treatment. These services may include clinical and recovery-oriented services, such as consumer-operated services, peer support services, transportation, and services to support maintaining housing.

9. On-call Services: CONTRACTOR shall provide on-call services. CONTRACTOR staff must be available twenty-four (24) hours per day, seven (7) days per week for intensive case management and crisis intervention for enrolled Clients. The on-call staff must be able to respond in person in a timely manner when indicated. CONTRACTOR shall ensure that all Clients are provided with the on-call phone number and know how to access the on-call services as needed.

10. Linkage to Financial Benefits/Entitlements: CONTRACTOR shall assist Clients in accessing financial benefits and/or entitlements. CONTRACTOR staff shall be knowledgeable of benefits/entitlements, such as SSI/SSDI, Medi-Cal, CalFresh, and General Relief, and shall work with Clients to gather records, complete the application process, and secure benefits/entitlements as quickly as possible.

11. Housing Services: CONTRACTOR shall provide a continuum of housing support to the Clients. This service category includes a comprehensive needs assessment, linkage and placement in a safe living arrangement, and ongoing support to sustain an appropriate level of housing. CONTRACTOR shall coordinate for housing services and support offered through the Managed Care Plan (MCP) including CalAIM Community Supports. CONTRACTOR shall ensure housing services and support provided through the MCP are exhausted before utilizing BHSA Housing Interventions funds. CONTRACTOR shall prioritize obtaining appropriate housing and providing supportive services for individuals immediately upon enrollment, and throughout the recovery process. CONTRACTOR shall arrange to accompany Clients to their housing placements to ensure that access is smooth and that the Client is secure in their placement and equipped with basic essentials, as well as to provide a warm handoff to the housing

provider. CONTRACTOR shall use a Housing First model, an approach that is centered on the belief that individuals can achieve stability in permanent housing directly from homelessness and that stable housing is the foundation for pursuing other health and life goals; and services are oriented to help individuals obtain permanent housing as quickly and with as few intermediate steps as possible. CONTRACTOR shall provide supports to help Clients engage in needed services and identify and address housing issues in order to achieve and maintain housing stability. CONTRACTOR shall develop working relationships and collaborations with COUNTY's Housing & Supportive Services, local housing authorities, community housing providers, property owners, property management staff, etc. to ensure that Clients have access to an array of readily available housing options, facilitate successful transition and placement, and maximize the Clients' ability to live independently in the community. CONTRACTOR shall train staff to utilize best practices that support clients' transition from homelessness to housing. CONTRACTOR's staff shall include a Housing Specialist and, if needed, a Supportive Housing PSC to provide housing services to all enrolled Clients. CONTRACTOR shall prioritize entering FSP enrolled individuals to Homeless Management Information System (HMIS) and developing a Viable Housing Support Plan as needed to link to housing services and support offered through the Managed Care Plan (MCP). Housing options shall include, but not be limited to:

a. Emergency Housing - Immediate shelter for critical access for Clients who are homeless or have no other immediate housing options available. Emergency housing is a time-limited event and shall only be utilized until a more suitable housing arrangement can be secured.

b. Motel Housing – For individuals who may be unwilling or are inappropriate for a shelter, or when no shelter is available, motel housing may be utilized. Motel housing is time-limited in nature and shall only be utilized as a last resort until a more appropriate housing arrangement can be secured. Pre-purchase of motel rooms shall be in accordance with CONTRACTOR's P&P, as identified in the Responsibilities Paragraph of this Exhibit A.

c. Interim Housing – For individuals who may benefit from an intermediate step between shelter and permanent housing. Interim housing is generally time-limited, up to eighteen (18) months, and provides structures and programming in the context of housing such as Board and Care or Room and Board. CONTRACTOR may look into housing options such as master leasing.

d. Permanent Housing – Obtaining permanent housing is an overarching goal for all FSP Clients. Permanent housing refers to housing where tenants have leases that confer the full rights, responsibilities, and legal protections under housing laws; and includes, but is not limited to, utilization of Continuum of Care Vouchers and living independently in homes/apartments and County based housing projects.

e. Residential Substance Use Treatment Programs and Sober Living Homes as a housing option shall be available when appropriate to provide the Clients with the highest probability of success towards Recovery.

12. Integration and Linkage to Primary Care: CONTRACTOR shall work to provide every Client

with a Nursing Assessment, and linkage to a Primary Care Provider to meet the ongoing medical needs of the Client. CONTRACTOR shall routinely coordinate care planning and treatment with the primary care physician through obtaining records and consultation. CONTRACTOR shall provide transportation to the Primary Care Provider when indicated. CONTRACTOR shall coordinate with an FSP Client's primary care provider as appropriate. Ensuring coordination across systems, including primary care, is critical to Client engagement and satisfaction.

13. Group Services: CONTRACTOR shall offer a variety of groups based on Client interest and need and may include, but not be limited to: Men's and Women's Groups, Relapse Prevention, Recovery & Wellness, Life Skills, Coping Skills, etc.

14. Meaningful Community Roles: CONTRACTOR shall assist each Client to identify some meaningful roles in his/her life that are separate from the mental illness. Clients need to see themselves in "normal" roles such as employee, son, mother, and neighbor. CONTRACTOR shall work with each Client to join the larger community and interact with people who are unrelated to their mental illness.

15. Intensive Case Management Services: CONTRACTOR shall provide intensive case management services which shall include a smaller caseload size, a team approach, an emphasis on outreach and engagement, and an assertive approach to maintaining frequent contact with Clients.

16. Rehabilitation Services and Therapy: CONTRACTOR shall provide rehabilitation services to assist Clients to improve, maintain, or restore their functional skills such as daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources, and/or medication education. Rehabilitation and therapy may be provided individually, in a group, or with family members.

17. Peer-Run Center: CONTRACTOR shall operate a Peer-run Center. This peer-run center shall be located at the program site and shall provide an opportunity for Clients to develop organizational, social, and leadership skills as they design a program that meets Clients' needs. All activities and groups offered are designed and run by Clients enrolled in CONTRACTOR's FSP. CONTRACTOR shall establish a Peer Advisory Committee to provide client input into program development and quality improvement.

18. Trauma-Informed Care: CONTRACTOR shall incorporate a trauma-informed care approach in the delivery of behavioral health services.

a. A trauma-informed approach includes an understanding of trauma and an awareness of the impact it can have across settings, services, and populations; it involves viewing trauma through an ecological and cultural lens and recognizing that context plays a significant role in how individuals perceive and process traumatic events; and it involves four key elements:

1) Realizes the widespread impact of trauma and understands potential paths for recovery;

2) Recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system;

3) Responds by fully integrating knowledge about trauma into policies, procedures, and practices; and

4) Seeks to actively resist re-traumatization.

b. Trauma-informed care refers to a strengths-based service delivery approach that is grounded in an understanding of and responsiveness to the impact of trauma, that emphasizes physical, psychological, and emotional safety for both providers and individuals served, and creates opportunities for individuals served to rebuild a sense of control and empowerment. Trauma-informed care model is built on the following core values and principles:

1) Safe, calm, and secure environment with supportive care

2) System wide understanding of trauma prevalence, impact, and trauma-informed care

3) Cultural competence

4) Consumer voice, choice, and self-advocacy

5) Recovery, client-driven, and trauma specific services

6) Healing, hopeful, honest, and trusting relationships

c. CONTRACTOR shall plan for and employ strategies that reinforce a trauma-informed culture. This includes focusing on organizational activities that foster the development of a trauma-informed workforce, including recruiting, hiring, and retaining trauma-informed staff; providing training on evidence-based and emerging trauma-informed best practices; developing competencies specific to trauma-informed care; addressing ethical considerations; providing trauma-informed supervision; and preventing and treating secondary trauma.

E. FSP Levels of Care Specific Services:

1. Level 2: Assertive Community Treatment Services

a. ACT is an evidence-based practice and a community-based, team-based service to support participants living with complex and significant behavioral health needs and a treatment history that may include psychiatric hospitalization and emergency room visits, residential treatment, involvement with the criminal justice system, homelessness, and/or lack of engagement with traditional outpatient services. ACT promotes recovery by helping participants cope with the symptoms of their behavioral health conditions and acquire the skills they need to function and remain integrated in the community, including the ability to obtain and maintain housing and employment and build strong social relationships. Service intensity and nature are tailored to each participant and evolve through regular assessments and meetings with the individual's ACT team. When delivered to fidelity, ACT leads to improved health and social outcomes, including improved psychiatric symptoms, fewer inpatient and emergency department admissions, and increased integration with and participation in the community. The evidence-based ACT model is characterized by the following principles:

1) A team-based approach: Practitioners from various disciplines work together to meet a participant's individualized recovery needs.

2) In vivo services: Participants receive services in the environments where they need

those services.

3) High staff capacity: staff-to-client ratio is approximately one (1) to ten (10). An ACT team consisting of approximately eleven (11) full-time team members that serve around one-hundred (100) participants.

4) Time-unlimited services: Members may receive clinically appropriate services they need for as long as they need them.

5) A shared caseload: The entire ACT team is responsible for each participant's care; practitioners do not have individual caseloads. On average, an ACT caseload ratio is 1 FTE to 10 cases

6) A flexible service delivery: Teams adjust services based on changes to a participant's needs. Teams meet daily to discuss each participant's recovery progress.

7) A fixed point of responsibility: The ACT team is directly responsible for providing all services the participant may need. If another provider is necessary, the ACT team connects the participant to the provider and ensures the participant receives the additional services they need.

8) 24/7 crisis availability: Participants have access to crisis services 24 hours a day, seven (7) days per week.

b. Fidelity Monitoring and Medi-Cal Fidelity Designation: CONTRACTOR shall ensure that ACT teams meet fidelity designation requirements as specified by DHCS, as well as training, fidelity monitoring, and data collection requirements.

c. Prior Authorization for ACT: CONTRACTOR shall submit a prior authorization request to COUNTY following clinical determination that the Client is appropriate for ACT. While awaiting authorization, CONTRACTOR shall ensure the Client continues to have access to clinical appropriate and medically necessary services that do not require prior authorization. ACT teams are expected to provide as many contacts as needed to support a Client's recovery. The number of contacts per Client may vary over the course of their treatment.

2. Level 1: FSP Intensive Case Management (ICM)

a. FSP ICM is a standardized step-down level from ACT or provided in order to avert the higher ACT level of care. FSP ICM is for individuals who may not meet ACT eligibility criteria but still have significant behavioral health needs and can benefit from FSP supports.

b. FSP ICM includes a comprehensive set of community-based services for individuals with significant behavioral health conditions, delivered through a team-based approach. Like the ACT model of care, FSP ICM emphasizes long-term community-and-team-based care for individuals living with significant behavioral health conditions. FSP 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, including peer services, crisis intervention, psychosocial rehabilitation, psychotherapy, medication management, and more. FSP ICM has many of the same ACT components including low staff to client ratios, assertive outreach, and direct service delivery. On average, the ICM team caseload ratio is 1 FTE to 25 cases.

c. FSP ICM include those who were receiving ACT and have been clinically determined to no longer require the intensity of ACT and be ready to step down in level of care. FSP ICM is a high-intensity mental health service delivery model and cannot be provided concurrently with ACT.

d. FSP ICM teams are expected to provide as many contacts as needed to support an FSP Client's recovery. In most cases, individuals receiving FSP ICM will need at least one contact a week. Individuals receiving FSP ICM will typically require fewer contacts than individuals receiving ACT, but more contacts than individuals receiving routine outpatient services. Given the intensity of their needs, conducting face-to-face contacts most of the time will be needed. The type and frequency of ICM contacts shall be determined based on the needs of each individual and the intensity of the service may be higher than four contacts per month.

F. Discharge of Clients from the program shall be determined by the Clients' movement along the recovery continuum and shall be a coordinated effort between ADMINISTRATOR and CONTRACTOR.

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

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 shall not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

I. CONTRACTOR shall have a commitment to meeting the required response times for hospital discharges (twenty-four [24] hour response time), and other COUNTY institutions, e.g. jails or clinics (forty-eight [48] hours response time). CONTRACTOR shall collaborate with these institutions to coordinate services and provide continuity of care.

J. CONTRACTOR shall achieve, at minimum, a ten percent (10%), annual graduation rate for the program of the average census at end of each Period.

K. CONTRACTOR shall have an identified individual who shall:

1. Complete one hundred percent (100%) chart review of Client charts regarding clinical documentation and ensure all charts are in compliance with medical necessity and Medi-Cal chart standards;

2. Provide clinical support and training to CONTRACTOR staff on chart documentation and treatment plans;

3. Become a certified reviewer by ADMINISTRATOR's Quality Management Services (QMS) unit within six months from the effective date of the Contract;

4. Oversee all aspects of the clinical services of the recovery program;

5. Coordinate with in-house clinicians, medical director, and/or nurse regarding Client treatment issues, professional consultations, or medication evaluations;

6. Review and approve all quarterly logs submitted to ADMINISTRATOR, i.e., medication monitoring, second opinion, and request for change of CONTRACTOR; and

7. Participate in program development and discuss with other staff regarding difficult cases and psychiatric emergencies.

L. CONTRACTOR shall conduct Supervisory Reviews in accordance with procedures developed by ADMINISTRATOR. CONTRACTOR shall ensure that all chart documentation complies with all Federal, State and local guidelines and standards. CONTRACTOR shall ensure that all chart documentation is completed within the appropriate timelines.

M. CONTRACTOR shall input all IRIS data following ADMINISTRATOR's P&Ps. All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports, if available, and if applicable.

N. CONTRACTOR shall review Client charts ensuring compliance with ADMINISTRATOR's P&Ps and Medi-Cal documentation requirements.

O. CONTRACTOR shall ensure compliance with workload standards and productivity.

P. CONTRACTOR shall follow guidelines to review and approve all admissions, transfers, discharges from the program and extended stays in the program.

Q. CONTRACTOR shall submit corrective action plans upon request.

R. CONTRACTOR shall comply with ADMINISTRATOR's guidelines and procedures as needed.

S. CONTRACTOR shall provide a written copy of all assessments completed on Clients referred for admission as needed.

T. CONTRACTOR shall utilize COUNTY PBM to supply medications for unfunded Clients.

U. CONTRACTOR shall have active participation in State and Regional BHSA forums and activities.

V. CONTRACTOR shall have ongoing collaboration with the COUNTY Data Analytics and Evaluation on BHSA countywide projects, as well as individual program performance outcome measures.

W. CONTRACTOR shall provide the NPP for COUNTY, as the BHP, 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 BHP, to any individual who received services under the Contract.

X. CONTRACTOR shall attend meetings as requested by COUNTY including, but not limited to:

1. Case conferences, or other meetings, as requested by ADMINISTRATOR to address any aspect of clinical care.

2. Monthly COUNTY management meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to whether it is or is not progressing satisfactorily in achieving all the terms of the Contract, and if not, what steps will be taken to achieve satisfactory progress, compliance with P&P's, review of statistics and clinical services; and

3. Collaborative meetings to address various aspects of client care including but not limited to:

housing specialist meetings, vocational/educational specialist meetings, data meetings, BHSA, etc.

Y. CONTRACTOR shall develop all requested and required program specific P&Ps, and provide to ADMINISTRATOR for review, input, and approval prior to training staff on said P&Ps and prior to accepting any Client admissions to the program. All P&Ps and program guidelines shall be reviewed bi-annually at a minimum for updates. Policies shall include, but not be limited to, the following:

1. Admission Criteria and Admission Procedure
2. Assessments and Individual Service Plans
3. Crisis Intervention/Evaluation for Involuntary Holds
4. Planned/Unplanned Discharges
5. Medication Management and Medication Monitoring
6. Community Integration/Case Management/Discharge Planning
7. Documentation Standards
8. Quality Management/Performance Outcomes
9. Personnel/In-service Training
10. Unusual Occurrence Reporting
11. Code of Conduct/Compliance/HIPAA standards and Compliance
12. Mandated Reporting

Z. CONTRACTOR shall provide initial and on-going training and staff development that includes, but is not limited to, the following:

1. Orientation to the program's goals and P&Ps, BHSA FSP requirements, and FSP program philosophies
2. Training on subjects as required by State regulations
3. Recovery philosophy, client empowerment and strength-based services
4. Crisis intervention and de-escalation
5. Co-occurring mental illness and substance use and dependence
6. Motivational interviewing
7. EBPs that support recovery
8. Outreach and engagement
9. Trauma-informed care
10. Professional Boundaries
11. Cultural Competency
12. Critical Time Intervention
13. Housing First
14. Other clinical staff training

AA. CONTRACTOR shall provide effective Administrative management of the budget, staffing, recording, and reporting portion of the Contract with COUNTY, including but not limited to the following. If administrative responsibilities are delegated to subcontractors, CONTRACTOR must ensure that any

subcontractor(s) possesses the qualifications and capacity to perform all delegated responsibilities.

1. Designate the responsible position(s) in your organization for managing the funds allocated to this 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 key staff and ADMINISTRATOR; and
9. Act quickly to identify and solve problems.

AB. CONTRACTOR shall ensure that all chart documentation complies with all Federal, State and local guidelines and standards. CONTRACTOR shall ensure that all chart documentation is completed within the appropriate timelines.

AC. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and approved by ADMINISTRATOR that specifies designated areas as the only areas where smoking is permitted.

AD. CONTRACTOR shall ensure that generalized good neighbor practices for services and facility are in place and include:

1. Property maintenance and appearance (minimizing trash around facility grounds)
2. Noise level guidelines
3. Community safety
4. Congregation guidelines

AE. PERFORMANCE OUTCOMES - CONTRACTOR shall be required to achieve Performance Outcome Objectives and track and report Performance Outcome Objective statistics in monthly programmatic reports, as outlined below. Performance outcome measures must align with the State goals and are subject to change pending further guidance from the State. Programs must adhere to data collection and reporting standards and methodologies as defined by the State and/or County. This includes the use of information systems (IS) that support these functions, as well as the technical personnel responsible for their development, modification, and maintenance. These staff ensure that systems remain functional, secure, and responsive to evolving organizational and regulatory requirements, thereby supporting operational efficiency and data integrity. Performance outcomes include but are not limited to:

1. Reduction in homelessness
2. Reduction in institutionalization
3. Reduction in justice-involvement
4. Reduction in behavioral health conditions
5. Improvement in access to care

6. Improvement in prevention and treatment of co-occurring physical health conditions
7. Reduction in emergency room visits
8. Reduction in emergency interventions
9. Reduction in emergency shelter days
10. Reduction in involvement with local law enforcement
11. Improvement in employment
12. Improvement in enrollment in educational programs
13. Improvement in independent living days
14. Reduction in mental health symptoms
15. Reduction in substance use
16. Improvement in social functioning
17. Client satisfaction
18. Service engagement and retention
19. Successful exit from ACT
20. Successful exit from FSP ICM

AF. CLIENT DEMOGRAPHICS AND OTHER STATISTICS – CONTRACTOR shall track and report on Client demographics and other statistics including but not limited to:

1. CONTRACTOR shall track the total number of Clients referred to and enrolled in Services.
2. CONTRACTOR shall track the total number of duplicated and unduplicated Clients served, and the number of contacts provided to each Client.
3. CONTRACTOR shall track the total number and type of services provided and the length of stay for each Client in the program.
4. CONTRACTOR shall track the total number of successful Client linkages to recommended services.
5. CONTRACTOR shall track the total number of Clients placed in interim housing environments.
6. CONTRACTOR shall track the total number of groups provided per week and how many Clients attended each group.
7. CONTRACTOR shall track the total number of activities provided on and off site for the month as well as number of Clients who attended.
8. CONTRACTOR shall track and monitor the number of Clients receiving services (e.g. mental health services, intensive case management, housing, and vocational) through number of Clients admitted and engaged into services.
9. CONTRACTOR shall track the number of days Clients are hospitalized and make every effort to reduce unnecessary hospitalization days through services provided in the Contract.
10. CONTRACTOR shall track the number of days Clients are incarcerated and make every effort to reduce them through services provided in the Contract.

11. CONTRACTOR shall track the number of days Clients are homeless and living on the streets and make every effort to reduce them through services provided in the Contract.

12. CONTRACTOR shall track the number of Clients gainfully employed and make every effort to increase them through services provided in the Contract.

13. CONTRACTOR shall track the number of Clients who receive an emergency intervention and make every effort to reduce the number of emergency interventions, particularly those that result in a Crisis Stabilization Unit (CSU) admission and/or psychiatric hospitalization, through services provided in the Contract.

14. CONTRACTOR shall track the number of arrests per Client and make every effort to reduce them through services provided in the Contract.

15. CONTRACTOR shall track the number of days Clients are placed in independent living and make every effort to increase them through services provided in the Contract.

16. CONTRACTOR shall track the number of Clients who are successfully discharged to a lower level of care.

17. CONTRACTOR shall track the number of Clients assessed for co-occurring mental health and substance use disorder.

18. Listed above are additional measures by which the effectiveness of CONTRACTOR's program may be evaluated. CONTRACTOR shall develop, in conjunction with COUNTY, additional measures as required. It is CONTRACTOR's responsibility to educate itself with best practices and those associated with attainment of higher levels of recovery.

AG. DATA CERTIFICATION – CONTRACTOR shall certify the accuracy of their outcome data. Outcome data entered into an approved data collection system that is submitted to COUNTY detailing the PAF, 3M's, KET data and complete Client database must be certified with the submission of their monthly data. Submissions shall be uploaded to an approved Secure File Transfer Protocol site and include four (4) files. The first shall be a copy of current database; the following three shall be XML formatted files.

1. DATA - If CONTRACTOR's current database copy cannot be submitted via Microsoft Access file format, the data must be made available in an HCA approved database file type. The data collection system used must be approved by ADMINISTRATOR in order to meet COUNTY reporting needs. CONTRACTOR must also provide a separate file comprised of required data elements that are provided by COUNTY. If CONTRACTOR's system is web-based, CONTRACTOR shall allow ADMINISTRATOR accessibility for monitoring and reporting (access shall allow accessibility to view, run, print, and export Client records/reports).

a. CONTRACTOR shall track and report Performance Outcome Measures as required by State, COUNTY, and/or BHSA.

b. CONTRACTOR shall collaborate with COUNTY Data Analytics and Evaluation to complete outcome requests by ADMINISTRATOR for State, COUNTY, and/or BHSA reporting.

c. CONTRACTOR shall cooperate in data collection as required by ADMINISTRATOR

to report on other performance areas including, but not limited to, Client satisfaction, length of stay, and duration of services.

2. TRANSFER UTILITY - CONTRACTOR shall ensure that the data collection system has the ability to export data and import data from other data systems used by existing FSP contractors to allow for Client transfers. Data must include PAF, 3M's and KETs.

a. CONTRACTOR shall coordinate with COUNTY Data Analytics and Evaluation and the FSP Coordination Office for transfers between FSPs and adhere to COUNTY's transfer guidelines to ensure compliance with BHSA requirements.

AH. DATA CERTIFICATION - POLICIES AND PROCEDURES AND DATA COLLECTION

1. CONTRACTOR shall develop a P&P, or revise the existing P&P, regarding Data Certification and submit to ADMINISTRATOR no later than twenty (20) calendar days from the effective date of the Contract.

2. 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 Data Certification P&P has not been approved after thirty (30) calendar days from the effective date of the Contract, the Certification of Accuracy of Data form cannot be submitted to, or accepted by ADMINISTRATOR, and CONTRACTOR may be deemed out of compliance with the terms and conditions of the Contract.

3. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of the Data Certification P&P. CONTRACTOR shall provide signature confirmation of the Data Certification P&P training for each staff member that utilizes enters, reviews, or analyzes the data.

4. CONTRACTOR shall have an identified individual who shall:

a. Review the approved data collection database for accuracy and to ensure that each field is completed;

b. Develop processes to ensure that all required data forms are completed and updated when appropriate;

c. Review the approved data collection system reports to identify trends, gaps and quality of care;

d. Submit monthly approved data collection system reports to ADMINISTRATOR by the tenth (10th) calendar day of every month for review and return within two (2) weeks with identified corrections;

e. Submit quarterly data to ADMINISTRATOR with verification that outcome data is correct;

f. Complete, sign and submit the Data Certification Form to ADMINISTRATOR by the tenth (10th) calendar day of every month.

AI. CONTRACTOR shall provide appropriate and timely written Notice of Adverse Benefit Determination (NOABD) to notify Medi-Cal Beneficiaries and ADMINISTRATOR when services are denied, reduced, or terminated as specified by State standards. CONTRACTOR shall review these

standards to determine the appropriate timeline for disenrollment of services. The NOABD must provide the adverse benefit determination made by CONTRACTOR as well as a clear and concise explanation of the reason(s) for the decision within the timeframe specified. CONTRACTOR shall provide appropriate NOABD as determined by State standards. Examples include but are not limited to:

1. Termination NOABD: If a beneficiary drops out of treatment, is missing, or admitted to an institution where he or she is ineligible for further services (e.g., long term incarceration or hospitalization).

2. Delivery Systems NOABD: If a beneficiary does not meet a criteria for specialty mental health services, CONTRACTOR shall provide a Delivery Systems NOABD and offer referrals to the appropriate services.

AJ. CONTRACTOR shall train staff to utilize COUNTY's Access Log as the first point of contact for Clients attempting to access Specialty Mental Health Services. CONTRACTOR shall complete the Access Log accurately and as required, including information such as Type of Contact, Outcome of Contact, and instances where Clients are in need of Crisis Services.

AK. CONTRACTOR shall implement an ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program for the services it furnishes to Clients, including quality management. CONTRACTOR's QAPI shall address SMHS services, including strategies to ensure access to coordinated and culturally responsive care for Clients with co-occurring behavioral health needs. CONTRACTOR's QAPI Program shall improve the established outcomes through structural and operational processes and activities that are consistent with current standards of practice.

1. CONTRACTOR shall have a written description of the QAPI Program that clearly defines the QAPI Program's structure and elements, assigns responsibility to appropriate individuals, and adopts or establishes quantitative measures to assess performance and to identify and prioritize area(s) for improvement. CONTRACTOR shall evaluate the impact and effectiveness of its QAPI Program annually.

2. CONTRACTOR shall conduct performance monitoring activities throughout the program's operations. These activities shall include, but not be limited to, member and system outcomes, utilization management, utilization review, provider appeals, credentialing and monitoring, and resolution of member grievances. CONTRACTOR shall have mechanisms to detect both underutilization of services and overutilization of services.

3. CONTRACTOR shall implement mechanisms to assess Client/family satisfaction by:
   a. Surveying Client/family satisfaction with services at least annually
   b. Evaluating Client grievances, appeals, and State Hearings at least annually
   c. Evaluating requests to change persons providing services at least annually

4. CONTRACTOR shall implement mechanisms to monitor the safety and effectiveness of medication practices. The monitoring mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs. Monitoring shall occur at least annually.

5. CONTRACTOR shall implement mechanisms to address meaningful clinical issues affecting

members system-wide.

6. CONTRACTOR shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. CONTRACTOR shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by CONTRACTOR at least annually.

7. CONTRACTOR shall ensure continuity and coordination of care with other managed care plans and medical providers. CONTRACTOR shall coordinate with other human services agencies used by its Clients.

AL. CONTRACTOR shall adhere to DHCS timely access to care requirements for specialty mental health services. CONTRACTOR shall include collection and submission of performance measurement data required by COUNTY and state. CONTRACTOR shall monitor accessibility of services, collection and submission of performance measurement data, including at minimum:

1. Timeliness of first initial contact to face-to-face appointment
2. Frequency of follow-up appointments.
3. Access to after-hours care.
4. Strategies to reduce avoidable hospitalizations.
5. Coordination of physical, mental health, and SUD services at the provider level.
6. Assessment of the Clients' experiences.
7. Telephone access line and services in the prevalent non-English languages.

AM. Information Systems: To facilitate timely care coordination, quality improvement interventions, and fiscal sustainability, CONTRACTOR must also 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 should use standard healthcare formats and fire upon trigger events and/or scheduled jobs.

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

VI. STAFFING

A. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained. CONTRACTOR shall draw upon cultural strengths and utilize service delivery and assistance in a manner that is trusted by, and familiar to, many of COUNTY's ethnically and culturally diverse populations. Cultural and linguistic appropriateness shall be a continuous focus in the development of the programming, recruitment, and hiring of staff that speak the same language and have the same cultural background of the Clients to be serviced. This inclusion of COUNTY's multiple cultures will assist in maximizing access to services. CONTRACTOR shall provide education and training to staff to address cultural and linguistic needs of population served. Any clinical vacancies occurring at a time when

bilingual and bicultural composition of the clinical staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in writing, to the filling of those positions with non-bilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs other than salaries and employees benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.

B. CONTRACTOR shall make its best effort to provide services pursuant to the Contract in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include, but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies or filling of vacant positions that occur during the term of the Contract.

D. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) calendar days in advance, of any new staffing changes; including promotions, temporary FTE changes, and internal or external temporary staffing assignment requests that occur during the term of the Contract.

E. CONTRACTOR shall ensure that all staff, including interns and volunteers, are trained and have a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place it in their personnel files.

F. CONTRACTOR shall ensure that all staff complete COUNTY's Annual Provider Training, Annual Compliance Training, and Annual Cultural Competency Training.

G. CONTRACTOR shall ensure compliance with ADMINISTRATOR Standards of Care practices, P&Ps, documentation standards, and any State and Federal regulatory requirements.

H. COUNTY shall provide, or cause to be provided, training and ongoing consultation to CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR Standards of Care practices, P&P's, documentation standards, and any State and Federal regulatory requirements.

I. All CONTRACTOR staff must have an initial Department of Justice Live Scan prior to hire, and updated annual criminal checks through the internet, utilizing Megan's Law, Orange County Sheriff's, and Orange County Superior Courts. Staff may be hired temporarily pending Live Scan results as long as all the internet checks have been completed and are acceptable.

J. CONTRACTOR shall ensure that staffing maintain the DHCS training requirements and fidelity monitoring standards to bill Medi-Cal or to be considered in compliance with DHCS BHSA and/or BH-CONNECT Requirements. Staffing shall follow the below requirements based on level of care:

1. ACT Staffing Requirements

a. ACT Team Structure: ACT is a multidisciplinary, team-based service. ACT teams shall include a diverse array of behavioral health practitioners, including a licensed practitioner to serve as the

ACT team lead, a psychiatrist or psychiatric prescriber, one or more registered nurses, and one or more employment specialists, peer support specialists, and other practitioners such as an AOD counselor and other qualified provider. Given the team-based nature of ACT, all ACT team members are expected to play a role in the member's treatment, not just one or two specific team members. In addition, in most cases ACT practitioners should have a full-time role delivering ACT. A full-size ACT team should include at least 10 FTE and serve a caseload of 80-110 individuals.

b. Key Functions of ACT Teams: ACT is a largely self-contained, team-based service. ACT teams shall provide the majority of services that a member needs, including therapy, crisis services when needed, supported employment and other recovery supports, care for co-occurring SUDs, and linkages to needed social services and supports. ACT teams should rarely, if ever, refer members to external behavioral health providers for management of their SMI and/or co-occurring SUD, unless the member requires intensive SUD treatment (e.g., SUD residential or inpatient withdrawal management). In addition to providing direct services to members, ACT teams shall participate in regular team meetings to help coordinate care, facilitate information sharing, and help team members remain apprised of a member's treatment progress. Every ACT team shall perform the following key functions: Team Leadership, Medication Management and Other Clinical Support, Crisis Support, Peer Support, Supported Employment and Education, Co-occurring Substance Use Treatment, Other Recovery Support, and Linkages to Other Services and Supports.

c. ACT Team Leadership: All ACT teams shall have a designated ACT team lead. Leadership of the ACT team is essential to ensuring teams are working collaboratively to best support their Clients' needs. The ACT team lead has full clinical, administrative, and supervisory responsibility for the ACT team and in most cases should not have responsibilities to other programs during the 40-hour work week. The ACT team lead:

1) Leads daily ACT team meetings;

2) Ensures all team members are focused on helping ACT members achieve their recovery goals, including through leading regular team meetings;

3) Provides clinical leadership to the team, including conducting clinical assessments and providing direct services to members;

4) Oversees treatment planning;

5) Supports referrals and linkages and engages social service providers and other systems (e.g., housing specialists);

6) Plays a minimal role, if any, in providing direct services to members; and

7) Oversees the team's administrative operations, including scheduling staff to ensure coverage for day, evening, weekend, holiday, and on-call hours.

d. ACT Training Requirements: Every behavioral health practitioner delivering ACT must complete training covering the evidence-based approaches and core practices comprising the ACT service model. Each practitioner must also complete role-based training per latest BH-CONNECT EBP Policy

Guide. Behavioral health practitioners may begin delivering services on an ACT team prior to completing training, as long as all practitioners complete DHCS's initial 40 training hours within two years of starting to deliver ACT. After the initial 40 training hours, each practitioner must complete 20 training hours per year on an ongoing basis. The annual 20 training hours requirement is met through completing any combination of topics listed and additional topics that will be available in the California ACT Learning Center. The ACT training curricula may change over time. All current training requirements will be specified on the California ACT Learning Center.

1) Foundational Curriculum: Recovery-Oriented Care, Trauma-Informed Care, Harm Reduction, Boundaries and Provider Wellbeing, Suicide Assessment and Prevention, Motivational Interviewing, Cultural Humility and Engagement, Safety and De-Escalation

2) Role-Based Curriculum: Team Lead, Peer Specialist, Prescriber, Nurse, Employment Specialist, Case Manager, Mental Health Clinician, Substance Use Disorder Specialist

e. ACT team leads must maintain an accurate roster of ACT team members and their respective roles on the ACT team as well as their training status. All ACT teams must have a designated ACT team lead. The ACT team lead has full clinical, administrative, and supervisory responsibility for the ACT team.

f. ACT teams must coordinate to ensure fidelity assessments are completed to work toward Fidelity Designation.

g. ACT teams shall provide a full array of integrated co-occurring disorder treatment and should include at least one AOD counselor or other practitioner with training or experience providing SUD services. This team member plays an important role in assessing members for co-occurring SUDs, participating in care planning, providing co-occurring SUD treatment, including arranging for or providing MAT when appropriate, and providing referrals and linkages to other SUD services when needed (e.g. residential treatment, inpatient withdrawal management, or other intensive SUD services that cannot readily by provided by the ACT team).

2. FSP ICM Staffing Requirements: 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 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 typically serve 25 individuals per 1 FTE FSP ICM practitioner.

3. IPS Staffing Requirements: IPS is a team-based service. Teams are typically composed of two employment specialists and an employment supervisor. The employment supervisor can serve up to five teams. A typical IPS team of two employment specialists will support a caseload of 35-50 members.

Any behavioral health practitioner may serve as an employment specialist if they are trained in the IPS model. No additional certification is required to serve as an employment specialist.

a. An employment specialist may also have:

1) Experience in employment services, including social work, psychology, vocational rehabilitation, or a related field; and/or

2) Experience in client-centered service delivery and case management, including experience managing a caseload, coordinating with other service providers, helping clients address barriers to employment, and cultural competency.

b. IPS Training Requirements: Every behavioral health practitioner delivering IPS under Medi-Cal or through a FSP program must complete training in the evidence-based IPS model.

4. All teams of behavioral health practitioners delivering ACT and IPS under Medi-Cal and/or as part of the FSP program shall meet the training, technical assistance, fidelity monitoring, and data collections standards as required by DHCS.

K. The staffing pattern below indicates the approved provider types associated with this Contract. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs continuously throughout the term of the Contract. One (1) FTE will be equal to an average of forty (40) hours of work per week.

Staffing Pattern for ACT Level 2 Team:

		Telecare (Anaheim Location)	Telecare (Costa Mesa Location)	Telecare (Garden Grove Location)	Telecare (Santa Ana Location)
Provider Types	**Direct Program**	**FTE**	**FTE**	**FTE**	**FTE**
Licensed Physician	Prescriber (MD)	1	1	2	1
Registered Nurse	RN	1	1	2	1
LCSW (Licensed, Waivered or Registered) MFT/LPCC (Licensed, Waivered or Registered)	Team Lead – Licensed, Team Lead – Unlicensed, Clinician – Unlicensed	2	2	4	2
Certified AOD Counselor	Case Manager – Substance Use Counselor	1	1	2	1
Licensed Vocational Nurse	LVN	2.6	2.6	5	2.6
Peer Support Specialists	Peer Recovery Coach	1	1	2	1

Enhanced Community Health Worker	Community Health Worker	0.5	0.5	0.5	0.5
Mental Health Rehabilitation Specialist	MHRS	1	1	2	1
Other Qualified Practitioner	Case Manager – Employment Specialist, Case Manager - Housing	2	2	4	2
Total FTEs		**12.1**	**12.1**	**23.5**	**12.1**

Staffing Pattern for ICM Level 1 Team:

		Telecare (Anaheim Location)	Telecare (Costa Mesa Location)	Telecare (Garden Grove Location)	Telecare (Santa Ana Location)
Provider Types	**Direct Program**	**FTE**	**FTE**	**FTE**	**FTE**
Nurse Practitioner	Prescriber (NP)	1	1	1	1
LCSW (Licensed, Waivered or Registered) MFT/LPCC (Licensed, Waivered or Registered)	Team Lead – Licensed, Team Lead – Unlicensed, Clinician – Unlicensed	2	2	2	2
Certified AOD Counselor	Case Manager – Substance Use Counselor	1	1	1	1
Licensed Vocational Nurse	LVN	1	1	1	1
Peer Support Specialists	Peer Recovery Coach	1	1	1	1
Enhanced Community Health Worker	Community Health Worker	0.5	0.5	0.5	0.5
Mental Health Rehabilitation Specialist	MHRS	1	1	1	1
Other Qualified Practitioner	Case Manager – Employment Specialist,	1	1	1	1

	Case Manager - Housing				
Total FTEs		**8.5**	**8.5**	**8.5**	**8.5**

L. WORKLORD STANDARDS

1. CONTRACTOR shall maintain an active and ongoing caseload of Clients as following:

	Telecare (Anaheim Location)	**Telecare** (Costa Mesa Location)	**Telecare** (Garden Grove Location)	**Telecare** (Santa Ana Location)
Level 2 (ACT)	100	100	200	100
Level 1 (ICM)	140	140	140	140

CONTRACTOR shall ensure an appropriate Client-to-staff ratio based on the FSP level of care and IPS requirements. CONTRACTOR may shift the required ongoing caseload of Clients between Level 2 and Level 1, but only if the changes are in compliance with DHCS requirements and if ADMINISTRATOR provides prior written approval of the changes. CONTRACTOR must ensure it remains in compliance with all requirements of this Contract when making such changes notwithstanding ADMINISTRATOR's approval of the changes.

M. CONTRACTOR shall ensure staffing levels and qualifications shall meet the requirements as stated in CCR: Title 9 - Rehabilitative and Developmental Services, Division 1.

N. CONTRACTOR shall recruit, hire, train, and maintain staff who are individuals in recovery. These individuals shall not be currently receiving services directly from CONTRACTOR. Documentation may include, but not be limited to, the following: records attesting to efforts made in recruitment and hiring practices and identification of measures taken to enhance accessibility for potential staff in these categories.

O. CONTRACTOR shall maintain adequate staffing that qualify to perform evaluations pursuant to Section 5150, WIC. All qualified clinical staff shall be designated by COUNTY.

P. CONTRACTOR shall provide the required clinical supervision for all service providers as required by COUNTY and the respective governing licensing board such as BBS. Clinical supervision shall be provided by a qualified Licensed Mental Health Professionals (LMHP) within the same legal entity and be documented for all service providers.

Q. CONTRACTOR may augment paid staff with volunteers or interns upon written approval of ADMINISTRATOR.

1. CONTRACTOR shall provide supervision to volunteers as specified in the respective job descriptions or work contracts.

2. An intern is an individual enrolled in an accredited graduate program accumulating clinically supervised work experience hours as part of field work, internship, or practicum requirements. Acceptable

graduate programs include all programs that assist the student in meeting the educational requirements in becoming a LMFT, LCSW, LPCC, or a licensed Clinical Psychologist.

3. Volunteer and student intern services shall not comprise more than twenty percent (20%) of total services provided.

R. CONTRACTOR shall maintain personnel files for each staff member, including management and other administrative positions, which shall include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate, and evaluations justifying pay increases.

S. CONTRACTOR, including each employee that provides services under the Contract, shall 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 NPI as soon as they are available.

T. CONTRACTOR shall follow the following guidelines for COUNTY Tokens:

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 indicate in the monthly staffing report the serial number of the Token for each staff member assigned a Token.

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

a. Each staff member who no longer supports the Contract;

b. Each staff member who no longer requires access to IRIS;

c. Each staff member who leaves employment of CONTRACTOR;

d. Token is malfunctioning; or

e. Termination of this Contract.

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

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

U. CONTRACTOR shall provide all eligible Specialty Mental Health Services for their program type of level of care by all eligible provider types, including certified peer support specialists, community health workers, and employment specialists. CONTRACTOR shall also recruit and retain staff with technical expertise to monitor and implement Medi-Cal FFS billing and revenue cycle management. These staff shall ensure, at a minimum, that the program's billing practices and service documentation standards comply with the current, appropriate DHCS Billing Manual, MEDCCC references, DHCS Behavioral Health Information Notices, and/or guidance from COUNTY. These staff shall also train other program

staff as needed. CONTRACTOR shall recruit and retain staff to develop, modify and maintain the information system(s) used in the program. These staff shall ensure that systems remain functional, secure, and responsive to evolving organizational and regulatory requirements, thereby supporting operational efficiency, delivery of quality services, data integrity, and billing compliance/revenue cycle management.

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

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EXHIBIT B
TO CONTRACT FOR PROVISION OF
ADULT FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
TELECARE CORPORATION
JULY 1, 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

ePHI 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 member 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.

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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 ePHI 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.

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 ePHI 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 member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following the termination of Contract.

b. Employee Discipline. Appropriate sanctions must be applied against workforce members 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 member 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 member 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 member'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 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.

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 been 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
TO CONTRACT FOR PROVISION OF
ADULT FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
TELECARE CORPORATION
JULY 1, 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 Agreement" means the CMPPA Agreement 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

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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 C, 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 Agreement between the SSA and the CHHS and in the Agreement 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
TO CONTRACT FOR PROVISION OF
ADULT FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
TELECARE CORPORATION
JULY 1, 2026 THROUGH JUNE 30, 2029

I. HOMELESS SERVICE SYSTEM PILLARS ATTESTATION

County of Orange
Standards of Care
for Emergency Shelter Providers

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1.1. Standards of Care for Emergency Shelter Providers

The County of Orange (County) has adopted the following Standards of Care for Emergency Shelter Providers (Shelter Providers) for Homeless Services.

The Standards of Care establish minimum standard requirements designed to promote an environment that is conducive under the following governing principles:

- Shelter Providers are trained, competent and equipped to support the complex needs presented by those experiencing homelessness within Orange County (OC).
- Participants are empowered to freely enter into a voluntary service partnership whereby their right to be treated with dignity and respect is mutually shared with support services staff.
- Facilities are maintained as accessible, clean, safe, secure and vector-free.
- Shelter Providers and participants have established processes to identify and resolve any concerns or conflicts that may arise during the administration and operation of the program.
- Shelter Providers actively work to engage participants in a person-centered approach and support the development of individualized participant housing plans.

The County will provide oversight of Shelter Providers that directly contract with the County with the goal of promoting quality assurance practices for their operations and remediation protocols in order to allow participants a meaningful opportunity to exercise their rights to due process for redress of their concerns. To that effect, these Shelter Providers must develop policies and procedures to ensure the Standards of Care is implemented consistently, and must submit the policies and procedures to County for review and approval. County's review and approval will be in deference to and in conjunction with the requirements of all applicable funding sources and all state and federal guidelines including Housing and Urban Development (HUD) and the Centers for Disease Control and Prevention (CDC).

All city-only and private emergency shelter providers serving homeless individuals that receive funding distributed through the County, directly or indirectly, will be provided with the Standards of Care and must adopt and implement the minimum standards set forth in this document.

1.2. Emergency Shelter Providers' Operations

1.2.1. Admissions and Eligibility

Shelter Providers must develop policies and procedures for participant referral and admission. Admission policies and procedures must be clear, written and verbally explained to participants and referring entities at time of referral to ensure appropriate linkage prior to arrival at shelter.

Admission policies and procedures must at a minimum, provide information on admission parameters including referral process, eligibility, shelter program services, participant guidelines, the reasonable accommodation process, and reasons for admission denial.

Shelter Providers must ensure information is given to participants both verbally and in writing and in a manner which is preferred by participant, considering disability and limited English proficiency. For individuals with communication disabilities, including people who are deaf and/or blind and people who have speech disabilities, Shelter Providers must provide auxiliary aids and services (such as sign language interpreters, information in braille or large print, video relay communications) when needed to communicate effectively with people who have communication disabilities. For participants with limited English proficiency, shelter providers must provide interpretation services. Interpretation may be provided by a family or friend if chosen by the participant. Shelter Providers must provide outside interpretation if the participant states that they are not comfortable having their family or friend interpret.

Shelter Providers at admission must assess, with input from the participant, the appropriateness of the shelter environment for referred participants to ensure that basic individualized needs of the participant can be met by the facility, shelter staff and programming.

Shelter Providers at admission must assess, with input from the participant, for diversion and prevention opportunities by evaluating participant's strengths and social support networks such as temporary and/or permanent housing options with family and friends. If it is determined that an individual may qualify for a medical or mental health placement with a higher level of care, the Shelter Provider shall request that evaluation from Orange County Health Care Agency (HCA) within 1 business day of the determination. HCA will facilitate that assessment at the shelter site within 5 business days, and will provide same day evaluation in exigent circumstances.

Shelter Providers must document within Homeless Management Information System (HMIS) any new bed placements or exits within 24 hours.

Denial of Admission

Denial to shelter is at the discretion of Shelter Providers, however, any denial must clearly explain to participant and referring entity denial of admission to the shelter. If a denial is issued, shelter must issue a written notice with a Notice of Denial (NOD), reason for denial, and procedures for third-party appeal.

Reasons for denial may include any of the following:

- Referred participant does not meet basic admission eligibility criteria – status related to homelessness, domestic violence, veteran, etc. Shelters that have designated beds based on funding sources may have additional eligibility criteria.

- Observed behavior that puts health and safety of staff and participants at risk. Such behavior may include, but is not limited to, violence, brandishing weapons, use of drugs or alcohol on premises, property damage.
- Any additional site specific contractual criteria.

1.2.2. Intake and Orientation

Shelter Providers during intake must provide newly admitted participants with information both verbally and in writing, detailing participant guidelines, shelter programming and resources, and facility-based information. Shelters must also assess, with participant, for any reasonable accommodations needed during the intake process. Shelter Providers should be sensitive to participant's background and that it may create transference during the intake process. Intake staff must be trained to spot signs that a participant may be experiencing discomfort and if needed, respond by asking another staff to conduct the intake. Shelter Providers' interaction with participants must at all times take into account that many participants have experienced past trauma. It is important that Shelter Providers' intakes are designed and conducted in a trauma-informed-care-way.

Shelter Providers must provide an intake and orientation for referred participants within 3 business days of arrival absent exigent circumstances requiring additional time.

Shelter Providers during intake must obtain a referred participant's signature of acknowledgement that the shelter has provided to referred participant intake and orientation. Participant's signature is not a requirement for provision of shelter service, and intake paperwork must have a section documenting participant's refusal or inability to sign.

1.2.3. Participant's Rights and Responsibilities

Participant's rights and responsibilities must be provided to participants upon intake and orientation evidenced by participant's signature of acknowledgement or document of participant's refusal or inability to sign. Participant's rights and responsibilities must also be posted in common areas of the shelter.

At a minimum, participant's rights must include:

- Participants have the right to be treated with dignity and respect;
- Participants have the right to be treated with cultural responsiveness;
- Participants have the right to privacy within the constrictions of the shelter environment;
- Participants have the right to self-determination in identifying and setting goals;
- Participants should be clearly informed, in understandable language, about the purpose of the services being delivered, including participants who are not literate and/or who have limited English proficiency;
- Participants have a right to reasonable accommodation and modifications based on a disability or limited English proficiency;
- Services should be provided to participants only in the context of a professional relationship based on valid, informed consent;
- Participants have the right to confidentiality and information about when confidential information will be disclosed, to whom and for what purpose, as well as the right to deny disclosure, unless disclosure is required by law; and

- Participants have the right to reasonable access to records concerning their involvement in the program.

Participant's responsibilities will include:

- Participants are expected to support an environment that promotes safety, toward staff and other participants;
- Participants are expected to follow participant guidelines reviewed at intake;
- Participants are expected to participate and be active in their care, to the degree possible, in developing and achieving mutually agreed upon service plan goals;
- Participants must provide, to the extent possible, accurate information needed by professional staff providing services to ensure thorough assessment, service planning, appropriate linkages and referrals; and
- Participants are expected to maintain confidentiality and privacy of others, just as theirs must be maintained.

1.2.4. Equal Access and Gender Identity

Shelter Providers must have policies and procedures that provide equal access to transgender, intersex, gender fluid, and non-binary participants in accordance with their gender identity.

Shelter Providers must not request or require any form of proof of gender to validate eligibility, and are not to require that a person's gender match the sex listed on legal documentation.

The policies and procedures must incorporate all of the following practices:

- Participants must be assigned a bed at the shelter that serves the gender with which they identify or feel safest, which may include accommodating participant requests to relocate within the shelter. Accommodations to support safety for gender identity is the responsibility of the shelter staff. Accommodations must be developed mutually and determined by the participant.
- Participants must have access to bathrooms where they feel safest, regardless of biological or physical characteristics, or legally documented sex.
- Participant families are to receive services regardless of the gender identities within the family.
- Participants must be able to dictate the gender identity utilized in HMIS and data collection.
- Participants may dictate their preferred name for use in HMIS as HMIS does not require use of legal name.

1.2.5. Non-Discrimination

Shelter Providers must have a non-discrimination policy in compliance with federal and state laws. Non-discrimination policy must ensure that Shelter Providers' programs and services do not discriminate based on the grounds of race, creed, color, sex, gender, gender identity, gender expression, sexual orientation, religion, ancestry, age, disability (including physical and mental disabilities), medical condition, genetic information, marital status, familial status, political affiliation, national origin, source of income, citizenship, primary language, immigration status, arbitrary characteristics as protected by the Unruh Civil Rights Act, and all other classes of individuals protected from discrimination under federal or state fair housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes.

Shelter Providers must have public postings of the shelter's non-discrimination policy at the facility where they operate the shelter program.

1.2.6. Reasonable Accommodations

Shelter Providers must have policies and procedures on reasonable accommodations, including reasonable modifications to premises, in compliance with federal and state law. Shelter Providers must make reasonable accommodations and modifications in their programs, facilities, activities and services when necessary, to ensure equal access to participants with disabilities, unless a fundamental alteration in the nature of their program, activities or services would result from the accommodation. Shelter Providers must track all reasonable accommodations requests and outcomes including the reasons for approval or denial. All shelters must offer appeals based on a denial and will track appeal outcomes and make them available if requested.

Shelter Providers must have public postings of their shelter's reasonable accommodation and modification policy. The postings must include contact information including the contact information for the Shelter's Americans with Disabilities Act (ADA) Coordinator.

Shelter Providers must receive and attend an annual training covering general accessibility provided by the County to ensure requirements under federal and state law (including but not limited to: the ADA Title II and Title III, Section 504, FHA, FEHA, Gov. Code Section 11135, Unruh Act, and California Disabled Persons Act) are addressed. Shelter Providers must also provide an annual training for staff relating to programmatic and facility based compliance with federal and state law requirements.

Shelter Providers must complete a Self-Evaluation Plan every 2 years to ensure that their shelters and all programs, services and activities therein are accessible for participants.

1.2.7. Service Animals and Support Animals

Shelter Providers must have policies and procedures regarding access for participants with service animals and support animals, as well as pets.

Shelter Providers must admit participants and his/her/their service animal or support animal regardless of what documentation is present at the time of admission. Service Animals do not need to have any certification or documentation. Providers should support participant in acquiring any registration, licensing and vaccinations as needed.

Shelter Providers must not ask what disability a participant with a service animal may have to establish the need for the service animal. Shelter staff are only allowed to ask if the service animal supports a disability, and what function the service animal executes.

Support animals are protected under the California Fair Employment and Housing Act. Support animals provide therapeutic support to the participant to support day-to-day functioning, and participants must be allowed to have support animals as a reasonable accommodation. If necessary, shelters should support participants with obtaining information from a reliable third party who is in a position to know about the individual's disability or disability-related need for the support animal, or in obtaining necessary vaccinations.

The supervision of the service animals and support animals is the responsibility of the participant. The animal must be under the participant's control at all times and not pose a safety risk to other participants within the program. Shelter Providers may exit a participant without the assistance of his/her/their animal in the event the participant is unable to control his/her/their service animal or support animal, or the service animal or support animal becomes a safety risk or sanitary concern for the shelter, shelter's operations, participant, or other participants. However, Shelter Providers must determine whether a reasonable accommodation would resolve the event from happening in the future or resolve any ongoing event and offer alternatives to exit including the option to board the animal temporarily.

1.2.8. Communication Accessibility

Language Accessibility: Shelter Providers must have a Language Access Plan and accompanying guidance to ensure that participants with limited English proficiency can receive services in their desired language. Shelter Providers must provide training for all shelter staff on how to support limited English proficiency services.

Disability Communication Accessibility: Shelter Providers must have a Disability Communication Access Plan for participants with disabilities including people who are deaf and/or blind and people who have speech disabilities, to ensure access and effective communication when needed, by providing auxiliary aids and services (such as sign language interpreters, information in braille or large print, video relay communications) or other accommodations. Shelter Providers must provide training for all shelter staff on how to support and access various interpretation services, as well as auxiliary aids and services.

Language Access Plan must be provided to participants at intake and provide information on the following:

- How to request services for language access.
- The contact information for the Shelter ADA Coordinator.
- How to request language access for effective communication.
- How to request auxiliary aids and other disability communication access accommodations.
- Procedures for requesting a reasonable accommodation based on disability.

1.2.9. Participant Feedback

Shelter Providers must establish a participant feedback policy and develop a feedback process that provides for ongoing opportunities for participants to voice opinions and provide feedback confidentially to the person in charge of the shelter operations on program operations and programming, including participant guidelines. Methods for receiving participant feedback can include exit interviews, surveys, focus groups and program meetings.

Shelter Providers must solicit participant feedback annually and utilize the feedback to assess program operation changes to better support and meet the needs of the participants. A report must be created which summarizes feedback and any changes being implemented based on feedback.

1.2.10. Incident Reporting

Shelter Providers must develop policies and procedures for the tracking and reporting of incidents involving:

- Abuse, suspected abuse, and reportable abuse including Adult Protective Services or Child Protective Services;
- Acts of violence or sexual misconduct;
- Death of participant and/or shelter staff;
- Emergency situations that prompt evacuation; and
- Substantial damage to the facility, or the discovery of hazardous material on shelter's premises.

Shelter Providers must report incidents to County within 24 hours of the incident occurring. The notification to the County should occur even if there is partial information at the required time of submission.

Shelter Providers must utilize the County Template (Attachment 1) when reporting incident reports and submit them to:

Email: OCShelterFeedback@ochca.com

Address: 601 N. Ross Street, 5 floor, Santa Ana, CA 92701

1.2.11. Grievances

Shelter Providers must have policies and procedures for participants to submit their grievances. Shelter Providers must incorporate the County Template (Attachment 2) when creating grievance forms and related documents. The grievance policies and procedures are aimed for Shelter Providers to resolve participants' concerns as efficiently as possible.

Note: Orange County Health Care Agency, Behavioral Health Services programs and services are not subject to the grievance policies and procedures set forth in this Section 1.2.10. Behavioral Health Services programs and services have different formalized grievance and due process procedures which are prescribed by those funding sources and are considered independent of the minimum standards set forth in this Section 1.2.10.

To promote knowledge and understanding of the grievance policies and procedures, Shelter Providers must ensure the following:

- Review of grievance policy and procedures with participants during intake and orientation evidenced by participant signature of acknowledgement, or documentation of a participant's inability or refusal to sign.
- Copies of the grievance policies and procedures must be prominently posted in common areas, and must be readily available for participants upon request. Postings must include the following:
  - Where to obtain the grievance policies and procedures.
  - Information and procedures for participants on how to notify shelter staff of a grievance, including access to the associated forms and how to submit.
  - Timeframe and initial communication expectations participants can expect from shelter staff once grievance has been submitted. Absent a danger to health and safety, no action including exit shall be taken against the participant while the grievance or appeal is pending.
- Shelter Providers must provide information upon intake, and by request, how participants can contact the County Homeless Services Division.
- Annual training component for applicable shelter staff and subcontractors.

- Designate a management staff to oversee the administration of grievances, including an alternative staff to ensure participant access to grievances at any point in time.

The grievance policies and procedures shall include, but are not limited to, the following:

- Shelter Providers must ensure participant confidentiality.
- Shelter Providers must ensure an organized system of grievance documentation.
- Shelter Providers must provide opportunity for participants to present their grievance case before a neutral decision-maker (a supervisor or manager who was not directly involved in the incident or situation of the grievance).
- Accommodation of third-party advocates in the grievance process, if requested by the participant. Participant must give their permission for an advocate to be present evidenced by a signed release of information.
- Shelter Providers must work to create face-to-face meetings to support the resolution of a participant's grievance.
- Shelter Providers must ensure participants receive a written determination for the submitted grievance after the grievance process has concluded.
- Shelter Providers must have a procedure for an appeal review process for participants looking to dispute their written determination. The final determination should contain a clear statement of the outcomes that led to the decision of the appeal.
- Shelter Providers must provide any documentation related to the grievance to the participant upon request.
- Shelter Providers' policies and procedures must include information directing clients to the County Grievance Appeal Process.

The grievance policies and procedures must incorporate the following process and timeframes associated to respond promptly to participant's grievance:

- Shelter Providers' confirmation of grievance receipt not to exceed 3 business days, during which the Shelter Providers will acknowledge and review the grievance being received. A timeline to resolve the grievance should not exceed 10 business days, during which the participant will receive a written determination about the grievance that includes the factors that led to the final determination.
- The appeal process must afford participants an opportunity to present written and/or oral objections before a management/director staff member other than the staff person who made the prior grievance determination. Shelter Providers must provide a written determination for participant appeals within 10 business days.
- Absent an immediate health and safety risk to other participants or staff, the participant must be permitted to remain in the shelter during the appeal.

County Grievance Appeal Process

The County Grievance Appeal Process is designed to review participant grievances that have completed the Shelter Providers' grievance process, including having gone through the Shelter Providers' appeal process (Attachment 3). The County Grievance Appeal Process (Attachment 4) reviews the administrative and operational compliance of Shelter Providers' grievance policy and procedure in addition to compliance to the Standards of Care.

Dispute Resolution Services

Dispute Resolution Services may be requested by the participant once the Shelter Providers' grievance process and the County Grievance Appeal Process have been completed and the outcome is not a satisfactory resolution for the Participant.

Shelter Providers' policies and procedures must include information on how to obtain dispute resolution services from the court. This may include notifying the chambers of Judge David O. Carter via email at DOCchambers@cacd.uscourts.gov or contacting the Elder Law and Disability Rights Center at (714) 617-5353 or info@eldrcenter.org. Any hearings by the court must be conducted during regular business hours whenever feasible.

1.2.12. Program Exits

Shelter Providers must provide the policy for program exits upon intake evidenced by a participant's signature of acknowledgement, or documentation of participant's refusal or inability to sign.

Policies and procedures developed regarding participant guideline violations must include an escalation continuum incorporating warnings and staff/participant problem solving methods prior to instituting shelter exits.

Shelter Providers must have policies and procedures for assessing, problem solving, and instituting participant exits from shelter.

Shelter Providers must ensure all escalation processes, including those resulting in shelter exits, are documented. Shelter Providers must allow for participants to appeal their termination via the established process in Section 1.2.10 Grievances. Participant exits may include the following reasons, however, Shelter Providers are encouraged to work towards behavioral contract agreements prior to exit:

- In possession or use of drugs on-site.
- Brandishing of weapons.
- Physical fighting/assault/battery.
- Theft that has been validated by shelter staff.

Shelter Providers must provide the reasons for a participant exit in writing. If the exit is immediate based on behavioral issues that create an immediate threat to the surrounding environment, notice in writing must be provided upon request within 24 hours.

Shelter Providers should work towards notifying participants of an exit ahead of time. Absent an immediate threat to health and safety, providers must facilitate the connection to another program. The length of time of exit should correlate with the actual recent behavior which is the reason for the exit, as opposed to the number of times the participant has exhibited the same or similar behavior.

Shelter Providers must work with participants to create an exit plan when possible. Exit plans must identify progress towards goals and resources that will assist the participant going forward with any housing needs. Exit plans should be reviewed with participants when possible.

Shelter Providers must have a policy for reinstatement for participants that have been exited from the shelter. If a participant is being exited to any location other than permanent housing, communication must be provided around the amount of time and/or process for returning. Practices around the length of time

before a participant can return should be commensurate to the severity of the behavior, and must not be progressive in length of time for repeat exits due to the same behavior. Shelter Providers are encouraged to have reinstatement policies that focus on conversations regarding behavior and mutual agreements to reduce the length of time before a participant can return.

If a participant self-exits for any reason other than to avoid an exit or write-up due to behavior, they are eligible to return based on bed availability with no wait period. If there are negative circumstances associated with their self-exit, the Shelter Provider should follow their established process and wait times for re-entry. Self-exit is inclusive of when a participant leaves the program without informing the Shelter Provider of their intent to exit from the program.

1.2.13. Hours of Operation and Curfew

Shelter Providers must notify participants of shelter hours of operation and any curfews. Shelter Providers must support reasonable accommodations for participants with disabilities, and provide accommodations to support employed participants and/or extenuating circumstances.

1.2.14. Coordinated Entry System Integration

Shelter Providers must participate in the Orange County homeless services system of care, including the Orange County Coordinated Entry System (CES). The emergency shelter system serves as a key Access Point to the Coordinated Entry System to facilitate program participants' connection to available housing resources and programs.

Shelter Providers must coordinate with public benefits, employment services and Housing Navigators that will assist program participants in exploring all available employment, income and housing options, collecting required documentation and completing necessary assessments as required by the Coordinated Entry System.

1.2.15. Food Services

Shelter Providers must provide three meals per day to each program participant: breakfast, lunch and a hot dinner, or meals on another schedule as defined by the funder contract. Shelter Providers may cater meals in and/or make arrangements to ensure food service compliance. Shelter Providers must ensure meals can accommodate clients who have special dietary needs due to a documented medical condition, or due to religious beliefs.

Meal schedules must be covered during intake and orientation with participants. Meal schedules must be updated weekly and posted in common areas for participants' access.

Meals must be served in an area specifically designated for meal consumption where adequate space for seated dining is available for each participant, including those with mobility devices.

Meals must be nutritionally adequate in accordance with United States Department of Agriculture.

Meal preparation and distribution will be in compliance with OC Health Care Agency Safe Food Handling Requirements.

1.2.16. Medication Storage

Shelter Providers must develop and implement a policy regarding participant medication storage. The policy shall address medication storage, documentation, refrigeration, and shall include a secure and locked location for medication storage such as a medication cabinet, locker or drawer.

The Shelter Provider may not administer or dispense medication (provide dosage or ensure medication schedule adherence) for participants and may not require participants to turn over their medication.

1.2.17. Storage and Personal Belongings

Shelter Providers must have a participant storage policy to be provided to participants upon intake. At a minimum, shelter operators must allow for at least 90 days after a participant's exit to gather her/his/their personal belongings or facilitate relocating those belonging to participant sooner.

Shelter Providers must maintain a log of personal belongings that are discarded. The log will at minimum include the name of the participant, the date when belongings were discarded and the staff member who updated the log.

Shelter Providers will allow for individuals to regularly access their storage and personal belongings, and not restrict volume of belongings that would exclude essential items and disability related items.

1.2.18. Safety and Emergency Preparedness

Shelter Providers must develop written policies and procedures for emergency situations with relation to staff and participant safety and security.

Policies and Procedures must include the following:

- Emergency preparedness drills;
- Emergency evacuations;
- Assisting participants with evacuations, including persons with disabilities and/or limited mobility;
- Stockpiling of appropriate quantities of water and food rations;
- Accounting for all individuals accessing the facility (including participants, shelter operator staff, supportive service partners and volunteers) for all entry and exits that include sign-in/out information;
- At least 1 staff member per shift that has been trained in emergency response and has an up-to-date certification for CPR (cardiopulmonary resuscitation) and emergency first aid procedures;
- Staff and participant first aid kits on-site for non-emergency first aid;[1]
- Crisis Intervention for emergency situations requiring staff to access emergency services such as 911 calls, police reports, or for performing other non-violent interventions; and
- Critical incident documentation and reporting.

Shelter Providers procuring security must provide training to the security staff on agency safety protocols, and policies and procedures for escalations requiring security intervention.

[1] For list of minimally acceptable number and type of first-aid supplies, please follow this link: https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.266AppA.

1.2.19. Communicable Diseases

Shelter Providers must develop written policies and procedures that address universal precautions, tuberculosis control, disease prevention, epidemic response, and biohazard practices, which are in compliance with Health Care Agency guidelines.

Shelter Providers must comply with universal precautions, proper sharps disposal, provide personal protective equipment (PPE) and provide training to staff. Shelter providers must ensure that shelter services, bed location, and common space comply with minimum standards for health and safety as provided by the CDC, California Department of Public Health, and the OC Health Care Agency.

2. Supportive Services

2.1. Case Management Access

Shelter Providers are required to have case management available to participants on site.

Participation within case management is voluntary to program participants, however all participants must be offered case management and must be engaged on an ongoing basis to encourage participation. Shelter Providers should recognize that it may take multiple contacts before a participant is ready to engage.

Shelter Providers must ensure case management services are participant-centered to individual needs. Programs must provide space for the provision of case management that works to create as much privacy and confidentiality as possible.

2.2. Assessments

Shelter Providers must provide a standard assessment which includes an evaluation of the participant's service needs, including information about past and current service needs. Assessments must provide opportunity to identify any barriers or issues that may impact the participant's ability to successfully engage in services, including barriers arising from trauma and/or disabilities. Assessments must also be designed to identify additional supports and resources that participants should be referred/aligned with.

Shelter Providers must work with the Health Care Agency to inform participants of the availability of additional clinical assessments/screenings. Providers may also request additional screenings by the behavioral health team, or by the Comprehensive Health Assessment Team-Homeless (CHAT-H) Public Health Nurse team to screen for increased care supports and resources. Programs must allow the County to post notice in each facility informing participants of these available additional assessments.

2.3. Housing Plans

Shelter Providers must work with participants to create a housing plan within 30-days of admission to the shelter. Plans should focus on finding permanent housing for each participant and the staff and programs that will be supporting them in their goals. If a participant is unable or refuses to complete a housing plan, that must be documented.

Housing plans must identify the participant's needs, goals, actions to be taken, and progress towards goals. The housing plan must be focused on working with participants to have a positive shelter stay that is as

short as possible. The housing plan must be updated as the participant's needs and/or goals shift, and as progress is completed towards their goals.

Program staff must continue to engage participants who do not progress towards their housing goals. Engagement to participants not progressing must occur no less than once every two weeks, and must be documented.

2.4. Housing Focused Services

Shelter Providers are expected to engage participants in a wide range of service needs, including, but not limited to: employment/benefits, health, substance use, mental health, legal issues and transportation. Program staff should regularly engage participants on how these various other service areas are in support of their overall housing goal and allow these providers to meet with participants on the shelter site. Housing must be the primary focus of shelter staff.

2.5. Services, Referrals and Linkages

Case Management services should be available as needed for participants. Although services are voluntary within shelter programs, it is the responsibility of program staff to actively engage participants for case management services no less than once per month.

The purpose of the shelter system is to provide stable setting and supports that assist participants toward a permanent housing outcome. The responsibility of engagement is held with the Shelter Provider, and progress towards service/housing plan goals must be evaluated individually based on a participant's unique circumstances. Shelter Providers must operate in a participant-centered approach and work to engage participants that may be hesitant or resistant to actively participate in the services being offered.

If participants are not engaging in supportive services and are not able to express or demonstrate any progress towards service/housing goals, then shelter staff should engage with the participant in conversation around their needs and what changes could be reasonably made to assist the person with their needs. Engagement discussion should include all options that could benefit the participant including on-site services, alternative shelters or supportive services.

Programs must be able to meet a wide range of needs for participants and must maintain a network of resources that they are able to refer and link participants to. Shelter operators must either provide the following services or have linkages to:

- Identification and vital document support
- Enrollment in to mainstream benefits (TANF, SSI/SSDI, health insurance, VA health care, etc.)
- Health services (physical health, mental health and substance use)
- Employment and vocational services
- Legal assistance
- Childcare
- Life skills and coaching

When a referral is made to an outside resource or service, program staff must provide a warm hand-off/connection and a follow-up inquiry to ensure the linkage has been made. If linkage is unsuccessful, staff must support in finding other possible resource options.

2.6. Transportation

Shelter Provider must make reasonable efforts to address transportation needs for participants. Transportation needs can be met through direct transport, public transportation fare or through supporting participants with learning how to use and access public transportation.

Programs should be assisting participants who are eligible to access reduced public transportation fare.

Transportation provided by shelter operators must be ADA compliant and have the ability to support participants with mobility devices without staff physically providing the transfer.

3. Staff Training

Shelter Providers must establish a policy and procedure for onboarding new staff, including documentation of all trainings, and ensure regular updates to the annualized training completed by staff.

Shelter Providers must complete mandatory staff trainings regarding safety, compliance and quality services provisions to best address the complex needs of the homeless populations served.

All shelter and/or specialized staff must receive training upon hire or upon request by the County, city and/or funder to ensure competency within the following core areas:

A. Program Operational Standards

B. Effective Communication

C. Evidence-Based Practices

D. Facility, Health and Safety Practices

E. Anti-discrimination, Equity Practices

F. ADA Compliance

Shelter Providers must ensure all new employees and/or specialized staff complete the following mandatory trainings:

- Mandated Child/Elder Abuse Reporting
- Privacy and Confidentiality
- Due Process/Grievance Process
- ADA Compliance/Reasonable Accommodation
- Emergency Evacuation/Incident Management
- First Aid/Universal Precautions/CPR
- Domestic Violence & Safety Planning
- Cultural Humility
- Harassment
- Equal Access and Gender Identity
- Mental Health First Aid

- Trauma-Informed Care
- Harm Reduction
- Motivational Interviewing
- Problem Solving and Diversion Intervention
- Crisis Intervention and De-escalation Training
- Housing First Principles

Certificates and other documentation that verify training attendance must be maintained for each employee and documented in the contracted agency files.

Shelter Providers must be able to provide proof that appropriate staff have been trained in the legal requirements of being a mandated reporter, reporting any suspicion of abuse or neglect to relevant authorities as required by law.

4. Facility Standards

4.1. Facility Standards for Emergency Shelter

Structure and materials:

- The shelter building is structurally sound to protect the participants from the elements and not pose any threat to the health and safety of the participants.
- Shelter Providers have site control demonstrated by either a fully executed lease, or proof of ownership.
- Shelter Provider can produce the most recent public health permit and fire department permit.

Interior air quality:

- Each room or space within the shelter has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might threaten or harm the health of participants.

Water supply:

- The shelter's water supply is free of contamination and freely available for participants.

Thermal environment:

- The shelter has any necessary heating/cooling facilities in proper operating condition.

Illumination and electricity:

- The shelter has adequate natural or artificial illumination to permit normal indoor activities and support health and safety.
- There are sufficient electrical sources to permit the safe use of electrical appliances in the shelter.

Sanitary facilities:

- Each participant in the shelter has access to sanitary facilities, including sinks, showers, and toilets and accompanying items that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
- Programs must establish a housekeeping and maintenance plan that ensures a safe, sanitary, clean and comfortable environment.
- All sites must have an inspection for rodents and insects by a certified pest control company, at least twice annually, and as needed. If an infestation is found, the Shelter Provider must fumigate and make appropriate reasonable accommodations for the participants.
- The shelter provides trash receptacles throughout the facility and ensures trash is taken out of the facility at regular intervals.

Food preparation:

- Food preparation areas, if any, contain suitable space and equipment to store, prepare and serve food in a safe and sanitary manner.

Fire safety:

- There is at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors are located near sleeping areas.
- All public areas of the shelter have at least one working smoke detector.
- The fire alarm system is designed for hearing-impaired participants.
- There is a second means of exiting the building in the event of fire or other emergency.
- All fire extinguishers must be fully charged and labeled.
- Facilities must have an annual fire inspection conducted by the fire department.
- Fire drills must be conducted annually.
- Shelter Providers must keep a log of all inspections, approvals and fire drills.

Emergency:

- Emergency numbers and evacuation routes must be posted in all common areas in the facility in case of an emergency.
- Emergency exits are clear and operating.

4.2. ADA Facility Standards

Shelter Providers must have operating facility standards and policies to ensure that facilities, inside and out, have been assessed for inaccessible facility-based areas and reasonable accommodations and physical modifications have been identified and developed to ensure participants with a disability have equal access and full inclusion of services.

Shelter Providers must work to ensure the following accessibility standards are met. The County recognizes that not all existing shelters can reasonably accommodate all disability-related needs, however, shelter operators will be required to identify those areas where there is not adequate access and develop reasonable accommodation and modification plans and policies. Individuals denied access to a shelter

because of inaccessibility must be offered an indoor alternative within their service planning area. Alternatives may include motel/hotel, other shelters, or higher level of care facilities.

Some participants may require reasonable accommodations or reasonable modifications to the premises in addition to required accessible features.

- Facilities must be accessible to participants with disabilities.
- Facilities must not have areas, in or out of the property, with broken, raised, or uneven sidewalks or walkways, or stairs or steps with no identified accessible pathway to the entrance and/or curb cuts.
- Entry into the facility must be accessible to participants with limited mobility, including participants who use wheelchairs, scooters, or manually-powered mobility aids such as walkers, crutches or canes.
- The exterior of the facility must be accessible for participants with disabilities when approaching, entering or inside the location.
- Shelter Provider must provide at least one restroom with at least one stall with a 5-foot turning radius.
- All restrooms established under this section must have handles for an individual using a mobility device to move themselves without assistance.
- If parking is available at the facility, programs must provide at least one ADA accessible van parking space for every 25 non-accessible parking spaces. The accessible space must provide enough room for a van with a hydraulic lift to operate without any issue.
- All fire alarm systems and fire extinguishers must be no more than 48 inches from the ground for easy access in case of an emergency.
- All programmatic areas must be accessible for an individual with a mobility device.
- Shelter Provider must provide at least one shower accessible for those with a mobility device, regardless of gender.
- Shelter Provider sites must provide at least one accessible roll-in shower or at least two transfer ADA shower seats.
- Shelter Provider must provide accessible beds for persons with mobility disabilities designed for easy access to beds from common spaces and easy transfer from a mobility device.
- If there are common/communal areas located at the facility, they must be accessible for all participants, including those with mobility devices.
- If there is a dining area located in the facility, it must be accessible for all participants, including those with mobility devices.
- Doors within the facility must be equipped with a handle which can be opened with a closed fist rather than a knob.
- Accessibility postings must be posted in plain sight in a common area of the facility.
- Please use this link for further details on how to assess the site for ADA compliance: https://www.adachecklist.org/doc/fullchecklist/ada-checklist.pdf.

4.3. Hygiene Products

Shelter Providers must provide participants access to sinks, showers toilets and accompanying items. Shelter operator must ensure that hygiene and toiletry items are given to participants, or given upon request, and at a minimum:

- Towels
- Soap
- Deodorant
- Toilet tissue
- Feminine hygiene products
- Disposable razors
- Toothpaste and toothbrush

Shelter Providers must ensure that all sheets, towels and blankets are laundered weekly or more frequently as needed.

If applicable, washers and dryers shall be provided free of charge to participants and include access to free detergent. If laundry equipment is not provided on-site, shelter operator must support participants with accessing laundromat services.

ADA requirements for showers and restrooms can be found in Section: IV b. ADA Facility Standards.

4.4. Hazardous Materials

Shelter Providers must have policies and procedures with regard to proper hazardous material clean-up and removal. Shelter Providers must ensure that staff have the proper biohazard equipment for cleaning and disposal.

Shelter Providers must provide accommodations to participants in the event hazardous material poses a health and safety risk to participants and staff.

Shelter Providers must maintain a documentation log for hazardous material circumstances.

Shelter Providers will make available Safety Data Sheets (SDS) which provide information on chemicals, describing the hazards the chemicals present.

5. Administration

5.1. Policies and Procedures

Executive and administrative staff are responsible for ensuring that a comprehensive set of policies and procedures are updated at minimum on an annual basis; however, policies and procedures must be updated any time there is a significant change within program operations. Program and procedural updates must be shared with the County Administrative Entity for review to ensure that required policy and procedure areas have been adequately covered.

Shelter Providers are required to have a process for how staff are trained and access information within the policies and procedures.

5.2. Staffing

Shelter Providers must maintain a clear and comprehensive job description for all positions working within or supporting the emergency shelter.

Shelter Providers must maintain an organizational chart which identifies positions attached to the emergency shelter and a supporting documentation to show where each position is being funded from.

Program staff must have a way of being identifiable to program participants. This can be done through uniform attire or identification badges. Programs that operate confidential locations serving participants fleeing domestic violence will be exempted from this requirement.

Programs must have a conflict of interest policy and make staffing adjustments as necessary to minimize the potential of circumstances that create a conflict of interest, including personal and familial relationships. Conflict of Interest policies must have expectations for reporting and ways in which staff can alert program management of potential conflicts, and how program management will monitor and assess the conflict.

5.3. HMIS Participation and Documentation

Shelter Providers must actively document within the HMIS and do so within accordance with the HMIS Policies and Procedures. Programs are required to document enrollments and exits in HMIS within a 24-hour period for the purpose of live bed management.

Shelter Providers must maintain participant records that include documentation of all participant intake paperwork, assessments, housing plans, referrals, interventions, placements or follow-up activities.

5.4. Document Storage and Retention

Files containing participant information shall be stored in a locked and safe location that maintains participant confidentiality. Only authorized personnel can access the location where files are being kept.

Shelter Providers are required to have policies and procedures that detail the length of time and manner in which participant documents are retained.

Shelter Provider must have policies and procedures that detail how release of information requests are processed for participant information.

5.5. Quality Assurance

Shelter Providers must have a quality assurance plan that assures adherence to the overall program policies and procedures. The quality assurance plan must outline a process for the integration of participant feedback on program operations and to any revisions to policies and procedures.

5.6. Program Monitoring

Shelter Providers can expect the County to monitor their program annually to ensure adherence to the Standards of Care outlined in this document. Any findings identified by the County during program monitoring must be quickly resolved.

5.7. Reporting

Programs are required to be timely on any required reporting, including but not limited to: program outcomes, program invoicing, incident reports and key staffing changes. If a program is not able to meet

the deadline for a required report, the program administration must provide notice and an estimated time frame of when they will be able to submit reporting.

5.8. Waivers

Programs must follow all requirements within the Standards of Care, as well as those identified within their direct contract. If for any reason a program is unable to meet a standard of care, they may request a waiver. Waiver requests will consider the impact for participants receiving services and what reasonable program adjustments can be made to minimize that impact on program participants.

The County will work with programs to find ways in which to meet the Standards of Care or when not possible to find solutions that have minimal impact for participants. The County will provide written documentation on all waiver approvals and denials along with reasoning.

6. Attachments

Attachment 1
Critical Incident Report
County of Orange
County Executive Office, Office of Care Coordination

Today's Date:	Date & Time of Incident:	Date of Notification of the Incident *(if different from incident date):*	Date Incident Report Submitted:	***Was This Incident Reported Within 24 Hours of the Date of Incident*** **(Required):** ☐ **Yes** ☐ **No** ***If no, please explain circumstances:*** _____ _____

Provider:	**Staff Name:**
Staff Telephone Number:	**Staff Email Address:**
Program Manager:	**Program Manager Phone Number:**
Address Where Incident Occurred:	**Person to Contact Regarding the Incident:** *Name:* _____ *Title:* _____

Name of people involved in incident. (For program participant(s) use HMIS unique identifier and initials.)

Type of Incident (*incidents occurring on premises*) – Check all that apply: **Requires additional and immediate telephone notification to County*

☐ *Medical Emergency Requiring Immediate Medical Attention (EMT, ED and/or 911 Contacted)*

Sexual Misconduct / Harassment / Inappropriate Touching (Including Allegations):
- ☐ Client-to-Client
- ☐ Staff / Provider-to-Client

Reportable Abuse (Including Allegations):
- ☐ APS Contacted
- ☐ CPS Contacted

Violence:
- ☐ Destruction of Property
- ☐ Physical Altercation Involving Another Client
- ☐ Physical Altercation Involving Staff
- ☐ Acts or Threats of Violence

Evacuation:
- ☐ Planned Evacuation
- ☐ * Facility-Related / Evacuation (i.e. water or electricity outages, etc.)
- ☐ * Weather-Related Evacuation (flood, wildfire, etc.)

Death:
- ☐ * Death on premises
- ☐ Death reported past discharge

Description of Incident (facts, timelines, outcome) – List any necessary notifications made:

Did debriefing occur with shelter staff involved in the incident? ☐ **Yes** ☐ **No**
Brief description:

PLEASE TURN OVER AND COMPLETE PAGE 2 OF THE CRITICAL INCIDENT REPORT

Critical Incident Report
County of Orange
County Executive Office, Office of Care Coordination

Are there any operational changes or managerial actions that may be considered to lessen the impact or likelihood of similar incidents occurring in the future? ☐ Yes ☐ No If yes, provide a description of the action		
Name / Title of Reporting Staff (Printed):	**Staff Signature:**	**Date:**

Administrative Use Only

Internal Log # _____	
Has this Participant been involved in other incidents? ☐ **Yes** ☐ **No**	**If yes, please write additional Internal Log #'s involving this Participant below:**
Incident Reviewed By:	**Date:**
Additional Notifications Needed: ☐ **Department Head** ☐ **CEO's Office** ☐ **Other:** _____	
Outcome determined. ☐ **Incident logged, no action required** ☐ **Incident logged, remedial action required** **Detail outcome conversation with Shelter Operator below:**	

Attachment 2

Shelter Grievance Form

PROVIDER NAME

County of Orange, Office of Care Coordination

SHELTER NAME seeks to support participant grievances in a fair, transparent and efficient manner. Please complete the information below to the best of your ability and submit it to the shelter's designated grievance staff. You may submit the completed form by email or in-person at the addresses listed below,

- Email:
- Address:

You will be contacted by ***Shelter name/position*** within three (3) business days to work towards a resolution of your grievance.

If you need support with completing this paperwork due to a disability or language barrier, please contact the shelter Americans with Disabilities Act (ADA) coordinator: _____

_____

Identifying information

Full Name (Please Print):_____ Date: _____

Phone:_____Email: _____

Other means of contact:

_____

I have a need for language translation or interpretation services? ☐ Yes ☐ No

Grievance Information

Date of the grievance incident: _____

Type of Grievance. Please check all that apply:

- ☐ Facility
- ☐ Program Services
- ☐ Shelter Staff
- ☐ Other Participants
- ☐ Reasonable Accommodations (Disability Related Need)
- ☐ Program Exit/Termination
- ☐ Other: _____

This is the first time I am submitting a grievance for this concern: ☐ Yes ☐ No

I am submitting this as an appeal to the result of a previous grievance: ☐ Yes ☐ No

(Please note, an appeal may not be considered if filed more than 30 days past the determination date of the grievance result you are appealing. Circumstances may allow for appeal to the County of Orange past the 30 days.)

Shelter Grievance Form
PROVIDER NAME
County of Orange/Office of Care Coordination

Grievance Description	
	Grievance Description *Briefly describe your grievance. Please Include a description of what occurred, who was involved and additional information relevant to the grievance. (Please include additional sheets if needed.)*
	Desired Outcome *State what you would like to see happen with regard to this grievance.*

Participant's Signature:_____ **Date:**_____

Administrative Use Only **Internal Log #**_____

Date Received by Staff: _____

Staff Name and Position: _____

Grievance Type: ☐ Grievance ☐ Appeal

County of Orange
County Executive Office, Office of Care Coordination
Shelter Grievance Process

The Shelter Grievance Process document is intended to provide Shelter Participants information on their grievance rights and an overview of the process. The County of Orange (County) appreciates feedback and takes grievances seriously. The County will work to resolve Participant grievances in a transparent and efficient manner.

If you as a Shelter Participant are unsure of how to access the shelter grievance process within the shelter you are staying, you can reference the information provided during the intake process, ask a shelter staff member, or review grievance information posted in the common areas of the shelter. If at any time during the process you experience difficulty with the shelter grievance process, please reference the Contact Information in Step 3 (below) to contact the County directly via telephone, email and/or mail.

STEP 1: Shelter Grievance Process

Participants that have a grievance with a shelter must first start by filing their grievance directly with the shelter operator and complete the shelter's grievance process.

The Shelter Operator has three (3) business days to contact the participant after submitting their grievance and (ten) 10 business days to supply a written response to the grievance.

STEP 2: Shelter Appeal Process

Participants that have completed the shelter's grievance process and received a written response, but still have concerns with the shelter's response, have a right to request an appeal of that decision, and request a secondary review of the grievance from the Shelter Operator's leadership.

Leadership responsible for the appeal process have three (3) business days to contact the participant after submitting their grievance appeal, and (ten) 10 business days to provide the participant a written decision for the appeal.

STEP 3: County of Orange Grievance Appeal Process

Participants have a right to contact the County for an additional appeal process, once participants have completed the shelter provider's grievance **AND** appeal process.

The County's grievance appeal process is designed to review the shelter's grievance and appeal process as well as review the Shelter Operator's written responses, and ensure that the Shelter Operator is adhering to their grievance policies, as well as their operations are in compliance with the County Standards of Care.

In order to begin this process please contact the County:

By Telephone:
Marlene Diaz
Grievance Specialist
(714) 834-2262

By Email:

OCshelterfeedback@ocgov.com

By mail:

Orange County
County Executive Office
Office of Care Coordination
601 N. Ross Street,5th Floor
Santa Ana, CA, 92701

County of Orange
County Executive Office
Office of Care Coordination Grievance Appeal Form

The County of Orange (County) is committed to supporting resolutions for participants that have grievances with County-funded shelter operators. The Grievance Appeal Form is designed for Participants that are looking to appeal a shelter operator's grievance and/or appeals determination and requesting the County's review to assess:

1. Shelter operator's receipt and process of your grievance was done in compliance with stated program policies and procedures.
2. The written decision by the shelter operator is not in conflict with the established County Standards of Care requirements or any other contractual requirement.

The County will contact participants within three (3) business days of receiving the completed Grievance Appeal Form.

Complete the following information to the best of your ability. Please print.

Full Name (First and Last Name)**:**_____Date: _____

Phone:_____Email: _____

Other means of contact**:** _____

Name of the Shelter Operator or Shelter Program:

_____

Have you completed the shelter operator's grievance process (please mark box)? ☐ Yes ☐ No
Comments (if needed):_____

Have you completed the shelter operator's appeal process (please mark box)? ☐ Yes ☐ No
Comments (if needed):_____

Appeal Description *Please briefly explain what concerns you have with the shelter operator's grievance and appeal decision. If you need additional space, please utilize the back of the paper or attach additional pages.*

County of Orange
County Executive Office
Office of Care Coordination Grievance Appeal Form

Desired Outcome *State what you would like to see happen with regard to this appeal.*

Additional Space

Participant's Signature: _____ **Date:** _____

Please submit a completed form by email or mail at the addresses below:
Email: OCshelterfeedback@ocgov.com

Mailing Address: Office of Care Coordination
601 N. Ross Street, 5th Floor
Santa Ana, CA, 92701

Administrative Use Only

Internal Log # _____

Name of staff reviewing appeal: _____ Staff position: _____

Date staff received form: _____

Actions:

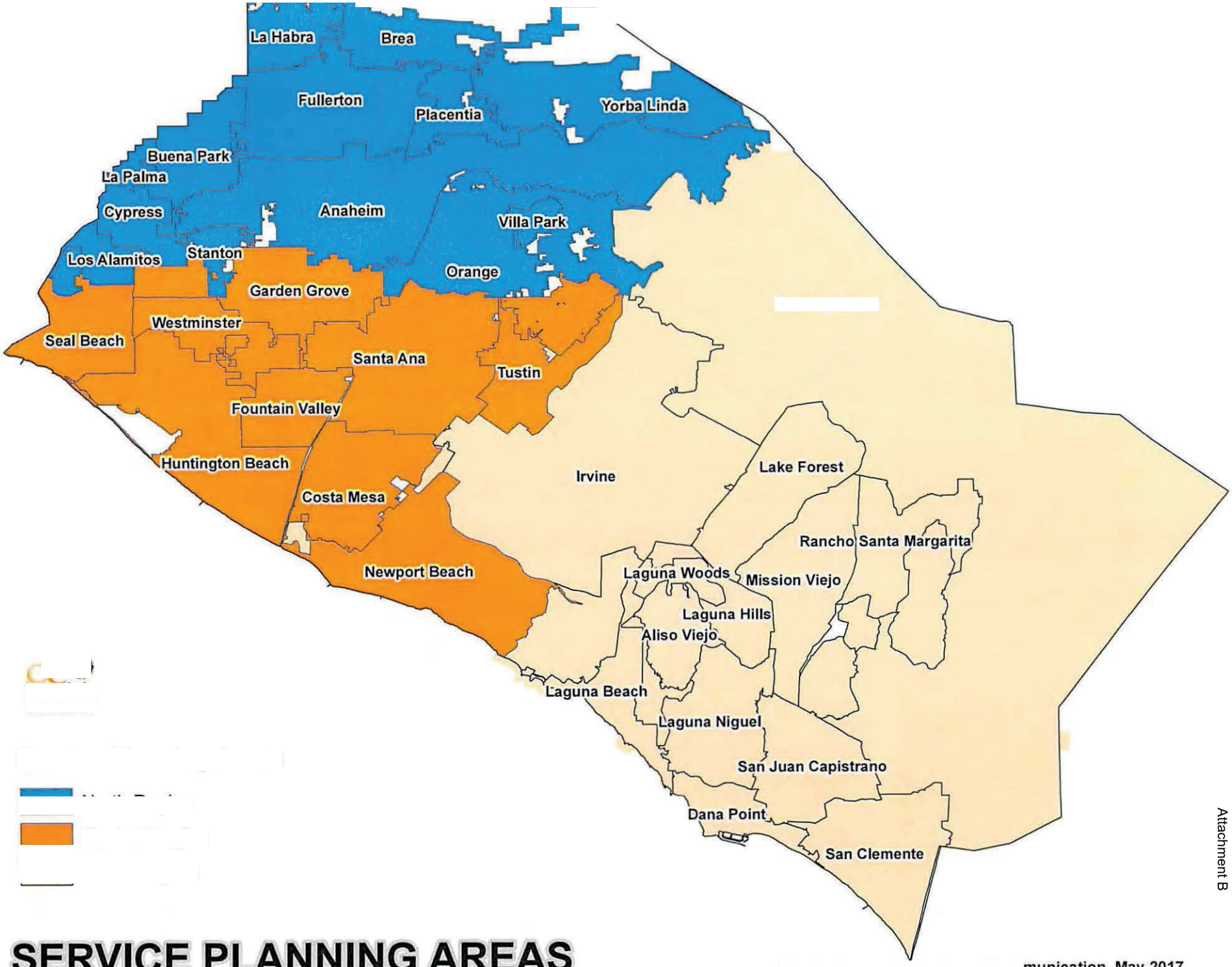
☐ Referred participant back to shelter provider. Reason: _____

☐ Grievance appeal review. Due date: _____

ATTACHMENT

B

ATTACHMENT B



SERVICE PLANNING AREAS

munication, May 2017

EXHIBIT X

Commission to End Homelessness

Homeless Service System Pillars 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:

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.

Our response to this prompt is provided on the attached pages following this exhibit.

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 Dawan Utecht

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 Dawan Utecht

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 Dawan Utecht

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 Dawan Utecht

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.

Dawan Utecht
Dawan Utecht (Jan 8, 2026 10:15:25 PST)

Jan 8, 2026

(Signature Required) **(Date)**

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.

Telecare is responding to this RFP for Adult Full Service Partnership (FSP) Services for six adult FSP programs that we currently operate across all three regions: Telecare and Orange Adult Mental Health Services (TAO) North, TAO Central, TAO South, Striving Towards Enhanced Partnerships (STEPS – Central region), Whatever It Takes (WIT – Central region), and Assisted Outpatient Treatment (AOT – Central region). Our six programs embody the best practices and guiding principles of the Outreach & Supportive Services and Housing Homeless Service System Pillars in the following ways:

Outreach & Supportive Services Pillar: Our programs provide field-based FSP services to a combined total of more than 800 clients. We understand that many of the clients have had years of living in either unstable housing situations or being unhoused and will be recovering from trauma. We practice a No Wrong Door & 'Every Contact Counts' Approach – we focus on building warm, positive relationships with members, listening to each members to incorporate their immediate needs, and connecting them to resources they need. Our services are delivered in vivo, in the community where clients live, work, and interact with others, including serving the unhoused living on the streets, in encampments, shelters, or in community spaces where the client is comfortable (coffee shop, library, park, etc.). Delivering services in vivo enables our teams to meet clients in the environments where they need support the most, rather than in traditional clinical settings. This approach eliminates many barriers for clients who may face challenges managing complex clinical needs, coordinating transportation, maintaining access to phones or important documents, and who require advocacy, case management, and linkage to essential resources. Support services are consistently offered, and available in a manner consistent with client centered decision making focused on establishing rapport, building independence and self-sufficiency skills and improving the clients quality of life. We understand that recovery is not always linear, and we work with our clients to recognize, celebrate, and build upon all progress that is made. Our staff are persistent in their outreach and engagement efforts, meeting individuals where they are at, without judgement or coercion. Our experience has taught us how to effectively engage members and we have developed Consistent & Continuous Efforts that employ creative methods to heighten their willingness to accept services.

Telecare's TAO Central program co-locates with the "Homeless Mentally Ill Outreach and Treatment" (HMIOT) mobile outreach team, which specifically engages unhoused individuals in encampments and shelters across the Central region. This team conducts in-field assessments, provides crisis intervention, and facilitates direct enrollment in FSP services, reducing barriers for unhoused individuals who may not access clinic-based care.

Housing Pillar: Telecare views safe and stable housing as a basic human need and a critical health intervention that supports progress in all other areas of life. We work with members to increase their housing stabilization and provide opportunities enhancing self-determination, community connections, and overall well-being. We support members with Improved Quality of Life through our Case Workers and Peer Support Staff who provide independent living skill-building activities that help create a structure and routine in the daily lives of members. We provide Flexible, Voluntary Supportive Services - Telecare's approach leads with strengths-based and services designed to most effectively address individual members' varying needs. We listen to members and their long term goals, expectations, and hopes for themselves in housing.

Our programs provide and coordinate a wide range of individualized housing resources. We offer a robust spectrum of safe and affordable housing options—independent apartments, shared homes, licensed board-and-cares, sober living environments, drug treatment housing, and room-and-board settings—and actively work to improve the quality of congregate, unlicensed housing in the community. Through strong landlord partnerships and the use of MOU housing agreements and Housing Quality Inspections (HQS), Telecare has secured 153 dedicated beds across 11 Orange County locations and continues to expand affordable capacity for FSP-eligible individuals experiencing homelessness or housing instability. Additionally, each client is supported with enrollment into CalOptima (the local MCP) to enhance access to housing interventions available to MediCal beneficiaries in need of community supports focused on housing stability.

Our teams collaborate closely with Orange County's homeless system of care organizations and resources to seamlessly support navigation of clients from streets to more stable housing. For clients with the longest lengths of time unhoused and high complex needs, we participate in the Coordinated Entry System (CES) to connect clients to permanent supportive housing (PSH) units. Staff support clients through CES assessments using the VI-SPDAT tool, ensure enrollment in the Homeless Management Information System for prioritization, and maintain regular communication with CES navigators. We also coordinate with interim housing providers—including emergency shelters, bridge housing, and recuperative care—to ensure safe, rapid placements while permanent housing is secured. Once clients obtain permanent supportive housing, FSP staff work with property management and supportive service partners to maintain housing stability, address behavioral health–related concerns, and resolve issues jeopardizing tenancy. Additionally, Telecare completes Housing Support Plans (HSPs) with clients as plan to address and support immediate needs and long-term housing goals.