



**AMENDMENT NO. 2
TO
CONTRACT NO. MA-042-21011283
FOR
TRANSITIONAL AGE YOUTH CRISIS RESIDENTIAL SERVICES**

This Amendment (“Amendment No. 2”) to Contract No. MA-042-21011283 for Transitional Age Youth Crisis Residential Services is made and entered into on July 1, 2024 (“Effective Date”) between WAYMAKERS (“Contractor”), with a place of business at 440 Exchange, Suite 250, Irvine, CA 92602, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-21011283 for Transitional Age Youth Crisis Residential Services, effective July 1, 2021 through June 30, 2024, in an amount not to exceed \$3,803,121 (“Contract”); and

WHEREAS, the Parties executed Amendment No. 1 to increase Period Two Amount Not to Exceed and the Period Three Amount Not to Exceed each by \$785,113 from \$1,267,707 to \$2,052,820, for a revised cumulative contract total amount not to exceed \$5,373,347, and to amend Exhibit A of the Contract; and

WHEREAS, the Parties now desire to enter into Amendment No. 2 to amend Paragraph II. and Exhibit A of the Contract, to add Exhibit E to the Contract, and to renew the Contract for two years for County to continue receiving and Contractor to continue providing the services set forth in the Contract.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract is renewed for a term of two (2) years, effective July 1, 2024 through June 30, 2026, in an amount not to exceed \$4,105,640 for this renewal term, for a revised cumulative contract total amount not to exceed \$9,478,987.
2. Referenced Contract Provisions, Term, Amount Not to Exceed and Contractor address provisions, of the Contract are deleted in their entirety and replaced with the following:

“Term: July 1, 2021 through June 30, 2026

Period One means the period of July 1, 2021 through June 30, 2022

Period Two means the period of July 1, 2022 through June 30, 2023

Period Three means the period of July 1, 2023 through June 30, 2024

Period Four means the period of July 1, 2024 through June 30, 2025

Period Five means the period of July 1, 2025 through June 30, 2026

Amount Not To Exceed:

Period One Amount Not to Exceed: \$ 1,267,707
 Period Two Amount Not to Exceed: 2,052,820
 Period Three Amount Not to Exceed:2,052,820
 Period Four Amount Not to Exceed: 2,052,820
 Period Five Amount Not to Exceed: 2,052,820
 TOTAL AMOUNT NOT TO EXCEED:\$ 9,478,987

CONTRACTOR: Waymakers
 440 Exchange, Suite 250
 Irvine, CA 92602
 Ronnetta Johnson, Executive Director
 rjohnson@waymakersoc.org”

- 3. Paragraph II. Alteration of Terms, subparagraph A., of the Contract is deleted in its entirety and replaced with the following:

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

- 4. Exhibit A, Paragraph II. Budget, subparagraph A., of the Contract is deleted in its entirety and replaced with the following:

“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.

	<u>Period</u> <u>One</u>	<u>Period</u> <u>Two</u>	<u>Period</u> <u>Three</u>	<u>Period</u> <u>Four</u>	<u>Period</u> <u>Five</u>	<u>TOTAL</u>
ADMINISTRATIVE COST						
Indirect	\$ 108,654	\$ 165,326	\$ 165,326	\$ 170,229	\$ 170,229	\$ 779,764
PROGRAM COST						
Salaries	\$ 573,628	\$1,133,653	\$1,133,653	\$ 1,145,833	\$1,168,346	\$5,155,113
Benefits	180,235	294,079	294,079	305,327	290,736	1,364,456
Services and Supplies	405,190	300,562	300,562	322,231	314,309	1,642,854
Subcontractor	<u>0</u>	<u>159,200</u>	<u>159,200</u>	<u>109,200</u>	<u>109,200</u>	<u>536,800</u>
SUBTOTAL PROGRAM COST	\$1,159,053	\$1,887,494	\$1,887,494	1,882,591	1,882,591	8,699,223
TOTAL GROSS COST	\$1,267,707	\$2,052,820	\$2,052,820	\$ 2,052,820	\$2,052,820	\$7,908,761
REVENUE						
Federal Medi-Cal	\$ 226,339	\$1,011,452	\$1,011,452	\$1,005,882	\$1,005,882	\$4,261,007
MHSA	<u>1,041,368</u>	<u>1,041,368</u>	<u>1,041,368</u>	<u>1,046,938</u>	<u>1,046,938</u>	<u>5,217,980</u>
TOTAL REVENUE	\$ 1,267,707	\$2,052,820	\$2,052,820	\$ 2,052,820	\$ 2,052,820	\$9,478,987
TOTAL AMOUNT NOT TO EXCEED	\$1,267,707	\$2,052,820	\$2,052,820	\$2,052,820	\$2,052,820	\$9,478,987”

5. Exhibit A, Paragraph III. Payments, subparagraph A. (but not including subparagraphs A.1. through A.3.), of the Contract is deleted in its entirety and replaced with the following:

“A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$105,642 for Period One, and at the provisional amount of \$171,068 for Period Two, Period Three, Period Four and Period Five, in accordance with the Referenced Contract Provisions of the Contract. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments does not exceed COUNTY’s Total Amount Not to Exceed as specified in the Referenced Contract Provisions of the Contract and, provided further, CONTRACTOR’s costs are reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.”

6. Exhibit A, Paragraph IV. Reports, subparagraph C., of the Contract is deleted in its entirety and replaced with the following:

“C. PROGRAMMATIC – Throughout the term of the Contract, CONTRACTOR shall submit monthly programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported. Programmatic reports shall be in a format(s) approved by ADMINISTRATOR and shall include a description of CONTRACTOR's progress in implementing the provisions of the Contract, number of active cases, number of Client's admitted/discharged, number of declined clients, average length of stay, details of outreach activities and their results, referral sources of clients enrolled in the program, any pertinent facts or interim findings, staff changes, status of licenses and/or certifications, changes in population served and reasons for any such changes. CONTRACTOR shall be prepared to present and discuss their programmatic reports at their monthly scheduled meetings with ADMINISTRATOR and shall state whether or not it is progressing satisfactorily in achieving all the terms of the Contract, and if not, shall specify what steps are being taken to achieve satisfactory progress.”

7. Exhibit A, Paragraph V. Services, subparagraphs B. through N., of the Contract are deleted in their entirety and replaced with the following:

“B. TARGET POPULATION AND ELIGIBILITY CRITERIA

1. CRP

a. CONTRACTOR shall deliver Crisis Residential Services (CRS) and mental health services to SMI TAY and their support system, when appropriate, as identified by COUNTY as eligible for these services.

b. CONTRACTOR shall assess individuals to determine whether potential Clients meet the following criteria, unless written exception is granted by ADMINISTRATOR:

- 1) COUNTY residents.

- 2) Displaying behaviors or a history indicative of SMI as defined by the California WIC 5600.3 (b).
- 3) Individuals eighteen (18) years of age and older with a focus on the eighteen (18) through twenty-five (25) and their support system.
- 4) At risk of hospitalization and/or out-of-home placement.
- 5) Experiencing significant conflict in their family and/or community.
- 6) Unserved or underserved because of linguistic or cultural isolation.
- 7) TAY who, with intensive-short-term support, could be returned to their families or independent living situation and linked to outpatient level of support for ongoing care.

2. CONTRACTOR shall comply with Concurrent Review Policies and Procedures per DHCS Information Notice 22-016, and any future letters from DHCS outlining updates to this process, including:

a. CONTRACTOR shall notify ADMINISTRATOR for Concurrent Review and Authorization of services within 4 hours of Client admission.

b. CONTRACTOR shall participate in ongoing concurrent reviews and discharge review with ADMINISTRATOR for all ongoing authorization of treatment based upon medical necessity criteria, for the entire duration of the Client's admission.

C. CRISIS RESIDENTIAL PROGRAM SERVICES

1. CONTRACTOR shall provide a Crisis Intervention program through a three-phase model. The initial phase shall include assessments of the SMI TAY and the TAY's family/support system, with the goal of identifying strengths and short-term or immediate needs. The focus shall be on de-escalation and crisis stabilization of the TAY. During phase two, the program shall be responsible for ensuring that the TAY is developing appropriate coping skills and support systems, while promoting open communication among the individuals' support system. The goal of phase three shall be to prepare the TAY for progression toward long-term resolution and treatment in the community.

2. CONTRACTOR shall provide services that include but are not limited to the following:

- a. Individual Therapy
- b. Crisis Therapy
- c. Case Management
- d. Crisis Case Management
- e. Group Therapy
- f. Assessment
- g. Crisis Assessment (5150/5585 evaluations)
- h. Psychiatry

3. CONTRACTOR shall provide contact within two (2) hours of Client's referral for services.

4. CONTRACTOR shall engage the TAY and the TAY's family/support system in the program whenever possible. Clinical staff work schedules shall be based on the availability of the Client and significant family members or other support figures.

5. CONTRACTOR shall coordinate referrals with other existing full service partnerships and mental health services to ensure that all Clients are given access to the most appropriate level and type of service upon discharge. Other services may include,

MHSA FSP programs for TAY or adults, and other COUNTY mental health services.

6. CONTRACTOR shall link the Client to other community support systems for maximum utilization of non-mental health community resources such as pre-vocational or vocational counseling, Client advocacy skills, activities to enhance the Client's socialization skills, and other alternative resources to assist the Client to live independently.

7. CONTRACTOR's treatment services shall include, but may not be limited to:

a. Performing clinical and psycho-diagnostic assessment using DSM-V TR Five Axis diagnosis (or updated classification system as directed by ADMINISTRATOR), to include clinical consideration of each fundamental need: physical, psychological, maturational, developmental, familial, educational, social, environmental and recreational. Additional examinations, tests and evaluations may be conducted as clinically indicated. Findings of the examinations and evaluations shall be documented in the Client record and signed by CONTRACTOR's appropriate and responsible staff.

b. Obtaining valid consents for treatment.

c. In conjunction with Client, develop a written treatment plan, which shall be based on the assessment and diagnosis of Client. The treatment plan shall delineate and justify all specific treatment modes and therapeutic modalities to be used, and shall be developed in accordance with ADMINISTRATOR's standards, and utilize a full range of appropriate psychiatric and psychological treatment modes and modalities. All treatment/service plans, coordination plans, and assessment documents shall be developed within two (2) calendar days from the first planned face-to-face contact with an individual Client and/or significant support person(s). Such plans shall identify specific treatment modes, milestones for the individual Client, obstacles/symptoms, and efforts of significant support person(s) and program staff on behalf of the Client. All treatment/service plans shall include observable and measurable Client milestones.

d. Use of individual therapy, brief intensive services, and short-term and group therapy modalities including psycho-educational, cognitive behavioral and emotional regulation techniques. CONTRACTOR shall develop and implement group therapy modalities for conditions that, according to established research, would particularly show improvement when treated in this manner.

e. Collateral services, including individual therapy to a Client's support system to help them in their support role. Services shall be provided to Client's support system when it is determined that it is in the best interest in treating Client. CONTRACTOR shall promote active participation of Client's supports. CONTRACTOR shall make appropriate referrals to mental health providers for medication and/or mental health services to address the support's DSM-V mental disorder.

f. Providing other mental health services, which may include, but not be limited to, family therapy, Crisis Intervention, treatment planning, discharge planning, case management, linkage, and consultation.

8. CONTRACTOR shall hire and retain co-occurring (SMI/SUD) capable staff, to have the capability to provide necessary treatment services to dually diagnosed clients.

D. CONTRACTOR RESPONSIBILITIES

1. CONTRACTOR shall offer a sufficient amount of treatment services during evening hours in order to accommodate Clients and their supports who are not able to participate during regular day-time hours.

2. CONTRACTOR shall not refuse Client referrals if CONTRACTOR has

available space and appropriate staffing to take additional Clients, unless otherwise approved by ADMINISTRATOR.

3. CONTRACTOR shall ensure that all clinical documentation, is to be reflected on the Client's chart within seventy-two (72) hours after the completion of services but not later than the maximum allowable timeframe prescribed in the guidelines established by Quality Management Services (QMS).

4. CONTRACTOR shall operate the program in such a manner that meets or exceeds the requirements of Community Care Licensing Division of the California Department of Social Services.

5. 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 documentation of such efforts which may include, but not be limited to: records of participation in COUNTY sponsored or other applicable trainings; 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.

6. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of CONTRACTOR's administrative and program P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place in their personnel files.

7. CONTRACTOR shall ensure that all staff complete the COUNTY's Annual Provider Training, and staff responsible for input into IRIS complete IRIS New User Training.

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

9. CONTRACTOR shall agree to adopt and comply with the written Quality Improvement Implementation Plan and procedures provided by ADMINISTRATOR which describe the requirements for quality improvement, supervisory review, and medication monitoring.

10. CONTRACTOR shall agree to adopt and comply with the documentation standards as per ADMINISTRATOR's Standards of Care practices; P&P's, Annual Provider Training; DHCS State Contract; Title IX; the State EPSDT Documentation Manual; the State EPSDT TBS Documentation Manual; and the EPSDT TBS Coordination of Care Best Practices Manual as provided by ADMINISTRATOR, which describe, but are not limited to, the requirements for Medi-Cal and ADMINISTRATOR charting standards; and any state regulatory requirements.

11. CONTRACTOR shall regularly review their charting, IRIS data input, and invoice systems to ensure compliance with COUNTY and state P&Ps and establish mechanisms to prevent inaccurate claim submissions.

12. CONTRACTOR shall maintain on file at the facility, minutes and records of all quality improvement meetings and processes. Such records and minutes shall also be subject to regular review by ADMINISTRATOR in the manner specified in the Quality Improvement Implementation Plan and ADMINISTRATOR's P&Ps.

13. CONTRACTOR shall attend:

a. Case conferences, as requested by ADMINISTRATOR to address any aspect of clinical care.

b. Monthly meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to compliance with P&Ps, statistics and clinical services.

c. Clinical staff training for individuals by ADMINISTRATOR. Such training shall be conducted by CONTRACTOR and/or ADMINISTRATOR.

d. Monthly QIC meetings.

14. CONTRACTOR shall allow ADMINISTRATOR to attend, and if necessary conduct, QIC and client case management meetings.

15. CONTRACTOR shall participate in any clinical case review and implement any recommendations made by ADMINISTRATOR to improve Client care.

E. PERFORMANCE OUTCOMES

1. CONTRACTOR shall complete Performance Outcome Measures as mandated by State and/or COUNTY.

2. ADMINISTRATOR shall develop and provide CONTRACTOR with performance outcome measure guidelines for the purpose of evaluating the impact and/or contribution of CONTRACTOR's services on the well-being of COUNTY residents being served under the terms of the Contract. The expected outcomes include but are not limited to:

a. Minimum of one hundred four (104) persons served

b. Ensure at least ninety percent (90%) do not require hospitalization up to sixty (60) calendar days post discharge

c. At least eighty-five percent (85%) of Clients admitted shall be linked to services upon discharge

d. Ensure at least ninety percent (90%) do not require hospitalization through treatment episode

3. CONTRACTOR shall cooperate in data collection in order to develop baseline figures for future evaluation and report performance in terms of Client satisfaction, length of stay, and duration of services.

F. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of Tokens for appropriate individual staff to access IRIS at no cost to CONTRACTOR.

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

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

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

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

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

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

d. Token is malfunctioning; or

e. Termination of the Contract.

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

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

6. CONTRACTOR shall input all IRIS data following COUNTY procedure

and practice. All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports, if available, and if applicable.

G. CONTRACTOR shall obtain a NPI.

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

2. CONTRACTOR, including each employee that provides services under the Contract, 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 NPIs as soon as they are available.

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

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

J. 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.

K. CONTRACTOR shall provide effective Administrative management of the budget, staffing, recording, and reporting portion of the Contract with COUNTY. If administrative responsibilities are delegated to subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. These responsibilities include, but are not limited to, the following:

1. Designate the responsible position(s) in CONTRACTOR's 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 CONTRACTOR and ADMINISTRATOR; and

9. Act quickly to identify and solve problems.

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

M. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of Client-related

services provided by, or under contract with, COUNTY as identified in the ADMINISTRATOR’s P&Ps.

N. Transportation Services: 1) CONTRACTOR shall provide transportation services for program related activities which may include, but not be limited to, transportation to appointments deemed necessary for medical or dental care or activities related to and in support of preparation for discharge and/or community integration. All other non-crucial appointments will be delayed until after the individual is discharged. CONTRACTOR staff will accompany individuals on these necessary appointments.

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

- 8. Exhibit A, Paragraph VI. Staffing, subparagraph A., of the Contract is deleted in its entirety and replaced with the following:

“A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in Full-Time Equivalent (FTEs) continuously throughout the term of the Contract. One (1) FTE shall be equal to an average of forty (40) hours work per week.

PROGRAM DIRECT NON-DSH	<u>FTE</u>
Chief Program Officer – Youth Development	0.05
Licensed Program Director	1.00
House Supervisor	1.00
Quality Assurance Billing Specialist	1.00
Mental Health Specialist	9.80
On Call Pool for Mental Health Specialists	<u>0.50</u>
SUBTOTAL PROGRAM DIRECT NON-DSH	13.35
DIRECT DSH PROGRAM	
Associate Clinician/Counselor II	<u>2.00</u>
SUBTOTAL DIRECT DSH PROGRAM	2.00
DSH SUBCONTRACTOR	
Psychiatrist	<u>0.22</u>
SUBTOTAL DSH SUBCONTRACTOR	0.22
TOTAL FTE	15.57”

- 9. Exhibit A, Paragraph VI. Staffing, subparagraph K., of the Contract is deleted in its entirety and replaced with the following:

“K. WORKLOAD STANDARDS - CONTRACTOR understands and agrees that at any given time the standards referenced below are minimum standards, and shall make every effort to exceed these minimums.

1. CONTRACTOR shall provide CRS to a minimum of one hundred four (104) Clients during the term of the Contract. The program has the capacity of six (6)

beds and a targeted length of stay of three (3) weeks or less with an occupancy rate of eighty-five percent (85%). Stays in this short-term program longer than the three-week target must have ADMINISTRATOR written approval.

2. CONTRACTOR shall not refuse Client referrals if any of CONTRACTOR's staff are below workload standards, as defined in this Staffing Paragraph, Subparagraph K., of this Exhibit A to the Contract, unless otherwise approved by ADMINISTRATOR."

10. Exhibit E is added to the Contract as follows:

"EXHIBIT E
TO CONTRACT FOR PROVISION OF
TRANSITIONAL AGE YOUTH
CRISIS RESIDENTIAL SERVICES
BETWEEN
COUNTY OF ORANGE
AND
WAYMAKERS
JULY 1, 2021 THROUGH JUNE 30, 2026

**I. COMPLIANCE WITH COUNTY INFORMATION TECHNOLOGY
POLICIES AND PROCEDURES**

Policies and Procedures

CONTRACTOR, its subcontractors, CONTRACTOR personnel, and all other agents and representatives of CONTRACTOR, will at all times comply with and abide by all Information Technology (IT) policies and procedures of COUNTY that are provided or made available to CONTRACTOR that reasonably pertain to CONTRACTOR in connection with CONTRACTOR's performance under this Contract. CONTRACTOR shall cooperate with COUNTY in ensuring CONTRACTOR's compliance with the IT policies and procedures described in this Contract and as adopted by COUNTY from time-to-time, and any material violations or disregard of such IT policies or procedures shall, in addition to all other available rights and remedies of COUNTY, be cause for termination of this Contract. In addition to the foregoing, CONTRACTOR shall comply with the following:

Security and Policies

All performance under this Contract, shall be in accordance with COUNTY's security requirements, policies, and procedures as set forth above and as modified, supplemented, or replaced by COUNTY from time to time, in its sole discretion, by providing CONTRACTOR with a written copy of such revised requirements, policies, or procedures reasonably in advance of the date that they are to be implemented and effective (collectively, the "Security Policies"). CONTRACTOR shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to COUNTY systems accessed in the performance of

services in this Contract.

Information Access

COUNTY may require all CONTRACTOR personnel performing services under this Contract to execute a confidentiality and non-disclosure Contract concerning access protection and data security in the form provided by COUNTY. COUNTY shall authorize, and CONTRACTOR shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall CONTRACTOR permit any such mechanisms to be shared or used by other than the individual CONTRACTOR personnel to whom issued. CONTRACTOR shall provide each CONTRACTOR personnel with only such level of access as is required for such individual to perform his or her assigned tasks and functions. All COUNTY systems, and all data and software contained therein, including COUNTY data, COUNTY hardware and COUNTY software, used or accessed by CONTRACTOR: (a) shall be used and accessed by such CONTRACTOR solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of CONTRACTOR's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by CONTRACTOR, at any time.

Enhanced Security Procedures

COUNTY may, in its discretion, designate certain areas, facilities, or systems as requiring a higher level of security and access control. COUNTY shall notify CONTRACTOR in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth in reasonable detail the enhanced security or access-control procedures, measures, or requirements that CONTRACTOR shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. CONTRACTOR shall fully comply with and abide by all such enhanced security and access measures and procedures as of such date.

Breach of Security

Any breach or violation by CONTRACTOR of any of the foregoing shall be deemed a material breach of a material obligation of CONTRACTOR under this Contract and may be deemed an incurable and material breach of a material obligation of CONTRACTOR under this Contract resulting in termination.

Conduct on County Premises

CONTRACTOR shall, at all times, comply with and abide by all reasonable policies and procedures of COUNTY (or that may be established thereby, from time to time) that pertain to conduct on COUNTY's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that CONTRACTOR has been provided with a copy of each such policy or procedure. CONTRACTOR shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the Contract term, it, and its employees, agents, and subcontractors shall comply with, and take no action that results in the other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel

and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party.

Security Audits

Each Contract year, COUNTY may perform or have performed security reviews and testing based on an IT infrastructure review plan. Such testing shall ensure all pertinent COUNTY security standards as well as any customer agency requirements, such as federal tax requirements or HIPPA.

Security Requirements

- CONTRACTOR employees must conduct COUNTY business strictly from CONTRACTOR provided devices.
- COUNTY data must not be transmitted to personal devices, personal emails, or personal cloud storage locations of CONTRACTOR employees.
- All CONTRACTOR employees with access to COUNTY network and resources must annually complete COUNTY cybersecurity awareness training (CSAT). It is incumbent upon CONTRACTOR to ensure that new employees with access to COUNTY network complete CSAT within thirty (30) calendar days of employment and at least annually.

Remote Access

If required and approved by COUNTY, CONTRACTOR employees will gain remote access to COUNTY network. Access will be limited to applications and resources necessary for CONTRACTOR to perform duties identified in this Contract.

Risk Assessment

CONTRACTOR must conduct an accurate and thorough Risk Assessment as required by HIPAA Security Rule, Security Management (§ 164.308(a)(1)). Further, they must follow the risk assessment methodology, based on the latest version of NIST SP 800-30 Guide for Conducting Risk Assessment. Upon request, the Risk Assessment findings and remediation strategy must be shared with COUNTY."

This Amendment No. 2 modifies the Contract only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 2 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 2 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 2 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: WAYMAKERS

Ronnetta J. Johnson

Chief Executive Officer

Print Name
DocuSigned by:

Title

Ronnetta J. Johnson

1/23/2024

D52CE6A8FA7D448...
Signature

Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Print Name

Title

Signature

Date

APPROVED AS TO FORM

Office of the County Counsel
Orange County, California

Brittany McLean

Deputy County Counsel

Print Name
DocuSigned by:

Title

Brittany McLean

1/23/2024

9713A4061D4343D...
Signature

Date