



LASSEN COUNTY Health and Social Services Department

- HSS Administration**
1345 Paul Bunyan Road, Ste B
Susanville, CA 96130
(530) 251 - 8128
- Public Guardian/Administrator**
1345 Paul Bunyan Road, Ste B
Susanville, CA 96130
(530) 251 - 8337
- Housing & Grants**
1445 Paul Bunyan Road, Ste B
Susanville, CA 96130
(530) 251 - 8309
- Behavioral Health**
555 Hospital Lane
Susanville, CA 96130
(530) 251 - 8108
- Public Health**
1445 Paul Bunyan Road, Ste B
Susanville, CA 96130
(530) 251 - 8183
- Community Social Services**
1400 Chestnut Street, Ste A
Susanville, CA 96130

LassenWORKS
1616 Chestnut Street
Susanville, CA 96130
(530) 251 - 8152

Child & Family Services
1600 Chestnut Street
Susanville, CA 96130
(530) 251 - 8277

Adult Services
1400 Chestnut Street, Ste B
Susanville, CA 96130
(530) 251 - 8158

Family Solutions/Wraparound
1400 Chestnut Street, Ste C
Susanville, California 96130
(530) 251 - 8340

Date: March 10, 2026

To: Gary Bridges, Chairman
Lassen County Board of Supervisors

From: Tiffany Armstrong, Director
Behavioral Health

Subject: Agreement between Lassen County and Kings View Professional Services to provide Electronic Health Record System (EHR) support services for the term of July 1, 2025, through June 30, 2028, and a maximum amount of \$1,222,501.22.

Background:

Kings View Professional Services provides an integrated consumer data, billing, and clinical application solution for our Behavioral Health Department.

Kings View Professional Services customized a landing page for the Provider Directory, including information on County Services. Kings View Professional Services also developed the appropriate quality assurance tracking forms and conducts quarterly reporting as specified by the Department of Health Care Services.

Fiscal Impact:

This Agreement will be paid from Behavioral Health Fund/Budget 110/0751, Alcohol and Drug Fund/Budget 110/0771, and Mental Health Services Act Fund/Budget 164/0752.

Action Requested:

1) Approve the Agreement with Kings View Professional Services; and 2) Authorize the County Administrative Officer to execute the agreement.

Mailing Address:
PO Box 1180
Susanville, California 96130

Agreement between Lassen County and Kings View Professional Services for Electronic Health Record Information System and All Pay Sources Billing Services

This Agreement is made and entered into on the date of signature, by and between KINGS VIEW PROFESSIONAL SERVICES, a California corporation, hereinafter referred to as "CONTRACTOR," and the COUNTY OF LASSEN, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

RECITALS

- A. CONTRACTOR is a California for-profit corporation and provides computerized management information support and services for COUNTY'S Community Behavioral Health Electronic Health Record System – EHRS, other management consulting services, and assistance with billing of all pay sources.
- B. COUNTY desires to increase access to Behavioral Health management information services in an efficient and cost-effective manner and, therefore, desires to contract with CONTRACTOR, and CONTRACTOR desires to provide such services to COUNTY, pursuant to the terms and subject to the conditions contained herein.

AGREEMENT

NOW, THEREFORE, in view of the foregoing and for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **PURPOSE.**

COUNTY desires to procure electronic health record system services ("EHRS") and assistance with billing of all Pay Sources from CONTRACTOR as described in Exhibit "A-1 thru A-5" – Scope of Services, attached hereto and incorporated by reference herein, and CONTRACTOR agrees to provide the services set forth in Exhibit "A-1 thru A-5" – Scope of Services for the compensation and on the terms and conditions set forth herein.

2. **TERM.**

- a. This Agreement shall become effective upon the date of signature and shall continue in full force and effect for three (3) years from July 1, 2025, through June 30, 2028, unless sooner terminated in accordance with Section 10 titled "TERMINATION", as set forth elsewhere in this Agreement.

The compounded term of the Agreement shall not exceed three (3) years. Renewal costs for CONTRACTOR and EHRS Software support will be based on initial costs as outlined in Section 3 titled COMPENSATION.

- b. **Non-appropriation of funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this contract, insufficient funds are appropriated to make the payments called for by this contract, this contract shall be of no further force or effect. In this event, the COUNTY shall have no liability to pay any further funds whatsoever to CONTRACTOR or furnish any other consideration under this contract and CONTRACTOR shall not be obligated to perform any further services under this contract. If funding for any fiscal year is reduced or deleted for the purposes of this program, the COUNTY shall have the option to either cancel this contract with no further liability incurring to the COUNTY or offer an amendment to CONTRACTOR to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. CONTRACTOR acknowledges and agrees that Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation, or statute.

3. **COMPENSATION.** COUNTY agrees to pay CONTRACTOR for the services provided by CONTRACTOR hereunder the amounts as set forth in Exhibit B thru B-1 Compensation, attached hereto and incorporated by reference herein. Payment of 1/12th the total for Annual Services amount will be due and payment on the first day of each month commencing with the Effective Date of the contract. The amount of compensation for each subsequent year under this Agreement shall increase by 3.5% FY 2026-2027 and 4% FY 2027-2028 over the prior fiscal year as outlined in Exhibit B.

Onsite implementation and training services will be provided by CONTRACTOR at COUNTY facility or CONTRACTOR'S Fresno location. Onsite implementation and training services provided at COUNTY'S location will be invoiced to COUNTY for all lodging, travel and per diem expenses associated with onsite implementation services not to exceed \$5,000 annually.

CONTRACTOR will provide COUNTY with documentation from Vendor Software companies supporting amounts outlined in Exhibit B-1 annual amounts. Any increases will be documented and approved via an addendum.

Contractor will assist County with monitoring usage to mitigate overage in Exhibit B-1.

4. **INSURANCE.**

- a. CONTRACTOR shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the COUNTY as may be required by the COUNTY. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor's insurance shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives, and agents shall be in excess of the Contractor's insurance and shall not contribute with it. The policies or certificates thereof shall provide that thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the COUNTY for all of the following insurance policies:
- i. **Worker's Compensation** - in compliance with the laws and statutes of the State of California.
 - ii. **General Liability** - insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall indicate on the certificate of insurance the preceding coverage's and indicate the policy aggregate limit applying to premises and operations and broad form contractual.
 - iii. **Automobile Liability** - insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover bodily injury and property damage, owned automobiles, and non-owned automobiles.
 - iv. **Cyber Liability** – CONTRACTOR during the term of the agreement agrees to furnish COUNTY certificate of Cyber Liability Insurance annually based on the start date of the agreement. Said cyber liability insurance shall have sufficient limits to cover the entirety of this contract. COUNTY will be named as a covered entity.
 - v. CONTRACTOR'S insurance policy(ies) shall be placed with insurer(s) with acceptable Best's rating of A: VII.
- b. COUNTY agrees to furnish CONTRACTOR with a copy of an Endorsement to COUNTY'S liability insurance policy naming CONTRACTOR as an additional insured, in the amount at least \$1,000,000 combined single limit

coverage containing a prior written notice feature to provide thirty (30) days' notice to CONTRACTOR.

5. **RESPONSIBILITIES OF COUNTY.** During the term of this Agreement, COUNTY shall have the obligation to:

a. **Cooperate with CONTRACTOR.** COUNTY shall cooperate with CONTRACTOR by timely and accurately providing all information required by CONTRACTOR for the delivery of the MIS and billing of all Pay Sources Services pursuant to this Agreement.

6. **WARRANTIES.**

a. Limited Warranty. CONTRACTOR makes the following representations and warranties with respect to the Software Products to be utilized in the performance of the services hereunder.

i. The Software Products do not infringe any U.S. or international copyright or trade secret, or, to the knowledge of CONTRACTOR, any patent right or other Intellectual Property right of any third party.

ii. The Software Products do not, at the time of delivery to COUNTY, contain any malicious software such as a virus, worm, Trojan horse detectable by currently available utilities nor do the Software Products contain any encoded or embedded serial number, time-out or any similar or dissimilar disabling device or characteristic, and that no such device or characteristic will be contained in any future Software Products made available by CONTRACTOR.

iii. The Software Products will, in all material respects, operate properly in conjunction and concurrent with the software listed as required third party technologies in the agreement. This warranty does not extend to the operation of the Software Products in conjunction with other software applications. It is understood that the third-party technologies required to operate Enhancements or New Versions of the Software Products may change over time.

iv. CONTRACTOR'S warranties do not apply to: (i) any copy of the Software Products modified by any Person or Organization other than CONTRACTOR or an authorized representative of CONTRACTOR; (ii) use of the Software Products other than in accordance with the most current Documentation; (iii) failures caused by defects, problems, or failures in selection, installation, or configuration of COUNTY Equipment; (iv) failures caused by defects or problems with software applications other than the Software Products; (v) failures caused by conflicts with software applications

not listed as required third party technologies in the agreement; (vi) failures caused by any Internet Services Provider; (vii) failures caused by malicious software; or (viii) failures caused by negligence or malicious conduct of COUNTY or its designees or any Person or Organization except CONTRACTOR or an authorized representative of CONTRACTOR.

- v. CONTRACTOR makes no warranty: (i) that the functions performed by the Software Products will meet COUNTY'S requirements or achieve the results desired by COUNTY or will operate in the combinations that may be selected for use by COUNTY; (ii) that the operation of the Software Products will be error free in all circumstances; (iii) that all defects in the Software Products that would not constitute a Material Breach will be corrected; nor (iv) that the operation of the Software Products will not be interrupted for a short period of time by reason of a defect therein or by reason of fault on the part of CONTRACTOR.

b. Disclaimer:

Except as specifically set forth in this agreement and the exhibits hereto, CONTRACTOR makes no representations or warranties, whether written or oral, express or implied, with respect to the subject matter of this agreement or exhibit to this agreement, and CONTRACTOR hereby disclaims all other representations and warranties, including any implied warranties or merchantability or implies warranties of fitness or suitability for a particular purpose, (whether or not CONTRACTOR knows, has reason to know, has been advised, or is otherwise in fact aware of any such purpose), whether alleged to arise by law, by reason of custom or usage in trade, or by course of dealing. In addition, CONTRACTOR expressly disclaims any warranty or representation to any person or organization other than COUNTY with respect to the software products or any part thereof.

7. **INDEMNIFICATION**

- a. **General Indemnification for COUNTY.** CONTRACTOR shall hold the COUNTY, its agents, officers, employees, and volunteers harmless from, save, indemnify, and defend the same against, any and all claims, and damages for injury to person or property, and related costs and expenses (including reasonable attorney's fees), arising to the extent caused by the negligent acts or omissions of CONTRACTOR, its agents, officers, employees, or volunteers, during the performance of its obligations under this AGREEMENT.
- b. **General Indemnification for CONTRACTOR.** COUNTY shall hold CONTRACTOR, its agents, officers, employees, and volunteers harmless

from, save, indemnify, and defend the same against, any and all claims, and damages for injury to person or property, and related costs and expenses (including reasonable attorney's fees), arising to the extent caused by the negligent acts or omissions of COUNTY, its agents, officers, employees, or volunteers, during the performance of its obligations under this AGREEMENT.

- c. **Indemnification of Intellectual Property** Subject to the limitations of this Paragraph 8c and Paragraph 7 of this Agreement, CONTRACTOR shall indemnify and hold COUNTY, its agents and employees harmless from any loss, damage or liability for infringement of any United States patent right, copyright, trade secret or any other proprietary right with respect to the use of the items delivered hereunder, provided CONTRACTOR is promptly notified in writing of any suit or claim against COUNTY and provided further that COUNTY permits CONTRACTOR to defend, compromise or settle the same and gives CONTRACTOR all available information, assistance and authority to enable CONTRACTOR to do so. CONTRACTOR indemnity as to use shall not apply to any infringement arising out of use in combination with other items where such infringement would not have occurred in normal use. This paragraph shall survive any expiration or termination of this Agreement.
- i. If such materials are found to infringe, or in the reasonable opinion of CONTRACTOR are likely to be the subject of a claim, CONTRACTOR will, at its option:
1. obtain for the COUNTY the right to use such materials;
 2. replace or modify the materials so they become non-infringing;
 - or
 3. if neither 1 or 2 is reasonably achievable, remove such materials and refund their net book value based on straight-line (equal year over year) depreciation with a salvage value of zero dollars over a five (5) year period commencing on the date the allegedly infringing item(s) were first delivered to the COUNTY.
- ii. CONTRACTOR has no obligation to the extent any claim results from:
1. modification of the materials other than at the direction of CONTRACTOR, or
 2. Use of an allegedly infringing version of the materials, if the infringement could have been avoided by the use of a different version made available to the COUNTY.

This section states CONTRACTOR'S entire obligation to the COUNTY and the COUNTY'S sole remedy for any claim of infringement.

8. **NON-DISCRIMINATION BY CONTRACTOR.** In connection with its performance under this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status, or disability. This policy does not require the employment of unqualified persons.

9. **TERMINATION.**

a. COUNTY may terminate this Agreement by written notice in the event CONTRACTOR fails to perform its obligations under this Agreement, and such default is not cured within thirty (30) days after receipt of such written notice. COUNTY may terminate the Agreement upon One Hundred Twenty (120) days written notice to CONTRACTOR without cause.

i. In the event of early termination by the COUNTY, the COUNTY will assume full responsibility for Cerner Hosting and Credible SaaS services. This includes all associated fees from the effective date of termination through the completion of the transfer process and until a new agreement is executed directly between the COUNTY and the respective vendors.

ii. The COUNTY acknowledges that uninterrupted access to their data and continued use of these platforms requires the timely execution of such agreements, and the current provider shall not be liable for any service disruptions resulting from delays in the transition process.

b. CONTRACTOR may terminate this Agreement by written notice in the event COUNTY fails to perform any of its obligations under this Agreement, and such default is not cured within thirty (30) days after receipt of such written notice. CONTRACTOR may terminate the Agreement upon One Hundred Twenty (120) days written notice to CONTRACTOR without cause.

10. **INTELLECTUAL PROPERTY RIGHTS.**

a. The Software Products are protected by both United States copyright law and international copyright treaty provisions. Qualifacts retains sole and exclusive ownership of all rights, title, and interest in and to the Software Products and all Intellectual Property rights relating thereto.

b. It is expressly understood by COUNTY and CONTRACTOR that Qualifacts will retain the sole and exclusive ownership and intellectual property rights to any customized modifications or enhancements of the software products or any original software products created by Qualifacts for COUNTY or CONTRACTOR. Any such work will not be considered "work for hire" within

the meaning of copyright law, even if COUNTY or CONTRACTOR pays Qualifacts to develop the enhancement or software product

- c. Except as authorized by this Agreement, COUNTY will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (1) sell, lease, license, sublicense, market, or distribute the Software Products anywhere in the world; (2) de-compile, disassemble, or reverse engineer the Software Products, in whole or in part; (3) write or develop any derivative work based upon the Software Products, Documentation or any Company Information; or (4) provide, disclose, divulge or make available to, or permit use of the Software Products by any third party, except as permitted by this Agreement or with Qualifacts' prior written consent.

11. **CONFIDENTIAL INFORMATION; TRADE SECRETS.**

- a. The parties hereby acknowledge that their personnel may gain access to information that the other party deems to be confidential and/or proprietary information, and which has commercial value in its business and is not in the public domain. "Confidential Information" means any and all proprietary business information of the disclosing party that does not constitute a Trade Secret (as hereafter defined), including any proprietary business information of which the receiving party becomes aware as a result of its access to and presence at the other party's facilities. "Trade Secrets" means information related to the business or services of the disclosing party or its affiliates, including without limitation the Software Products, its documentation and support materials which: (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts by the disclosing party or its affiliates that are reasonable under the circumstances to maintain its secrecy, including, without limitation, (a) marking any information reduced to tangible form clearly and conspicuously with a legend identifying its confidential or proprietary nature, (b) identifying any oral presentation or communication as confidential immediately before, during, or after such oral presentation or communication, or (c) otherwise treating such information as confidential. "Trade Secret" means, without limitation, any and all technical and non-technical data related to designs, programs, research, software file structures, flow charts, business rules embedded within Software Products, drawings, techniques, standards, Source Code and Object Code of the Software Products, the documentation, inventions, finances, actual or potential customers and suppliers, research, development, marketing, and existing and future products and employees of the disclosing party and its affiliates. "Company Information" means, collectively, the Confidential Information and Trade Secrets. Company Information also includes information that has been disclosed to any party by a third party which such party is obligated to treat as confidential, and all

software tools, methodologies, documentation, business plans, product plans, and all related technical materials and enhancements and modifications thereto.

- b. **Obligations.** COUNTY and CONTRACTOR will each use the same care to prevent disclosing to third parties the Company Information of the other as it employs to avoid disclosure, publication, or dissemination of its own information of the same nature, but in no event less than a reasonable standard of care. Furthermore, except as contemplated by this Agreement, neither party will: (i) make any use of the other party's Company Information; (ii) acquire any right in or assert any lien against the other party's Company Information; (iii) disclose any Company Information to a third party except as permitted by this Agreement or with the written permission of the other party or (iv) refuse to promptly return, provide a copy of, or destroy the other party's Company Information upon request of the other party. COUNTY will reimburse Contractor for the cost of destruction of information maintained on backup tapes.

- c. **Exclusions.** Notwithstanding the foregoing, this section shall not apply to any information that the receiving party can demonstrate: (i) was in the public domain at the time of disclosure to it; (ii) was published or otherwise became a part of the public domain, after disclosure to the receiving party, through no fault of its own; (iii) was in the possession of the receiving party at the time of disclosure to it from a third party who had a lawful right to such information and disclosed such information without a breach of duty owed to the disclosing party; or (iv) was independently developed by the receiving party without reference to the Company Information of the disclosing party. Further, either party may disclose the other party's Company Information to the extent required by law or by order of a court or governmental agency.

- d. **Report of Unauthorized Use or Disclosure of Company Information.**
 - i. Each party will immediately report to the other any use or disclosure of Company Information of the other that is not permitted by this Agreement or other written agreement of the parties.

 - ii. COUNTY will not allow any person other than an Authorized User or Qualifacts or Contractor staff access to the Software Products or to use Company Information until that person has executed a written agreement with Qualifacts holding that person to the same requirements as this part 9 and COUNTY has been notified by Qualifacts that this Agreement has been executed and that the Person has permission to access and use the Qualifacts Company Information

to support COUNTY. Authorized Users are members of COUNTY'S Workforce to whom COUNTY has assigned passwords or otherwise permitted access to or use of the Software Products, and who have signified their agreement to terms and conditions of use of the Software Products that are consistent with this Agreement, including provisions for the protection of Qualifacts Intellectual Property Rights and Confidential Information. Workforce means directors, officers, employees, volunteers, trainees, and other persons whose conduct in the performance of work is under the direct control of COUNTY. Workforce does not include contractors other than CONTRACTOR who perform services that would otherwise be performed by Qualifacts or CONTRACTOR unless the CONTRACTOR has signed an agreement with Qualifacts for the protection of Qualifacts' Intellectual Property rights.

- iii. COUNTY understands that Qualifacts' Proprietary Rights and Non-Disclosure Agreements prohibit any person other than CONTRACTOR, Qualifacts staff and Authorized Users from retaining possession of Qualifacts Company Information. COUNTY will immediately notify CONTRACTOR and Qualifacts if it becomes aware that any person other than an Authorized User or Qualifacts or CONTRACTOR staff has or appears to have in their possession Qualifacts Company Information or makes unsubstantiated claims that Qualifacts has granted permission to that person to use Qualifacts customer Information to support COUNTY.

- e. **Period of Limitation.** The covenants of confidentiality set forth herein: (i) will apply upon commencement of this Agreement to any Company Information disclosed to the receiving party, including Company Information disclosed during the course of negotiation of this Agreement, and (ii) will continue and must be maintained until termination of the Agreement, and in addition, with respect to Trade Secret, at any and all times after termination of the relationship between the parties hereto, during which such Trade Secrets retain their status as such under applicable law.

- f. **Third Party Vendors.** It is understood that COUNTY may wish to create linkages between the Software Products and other software applications or databases. COUNTY acknowledges that the file structures and business rules of the Software Products and the documentation are the Intellectual Property of Qualifacts and Company Information, within the meaning of section 12b. COUNTY will not give third party vendors other than Contractor access to this Company Information without the written permission of Qualifacts. Qualifacts will give that permission if the third-

party vendor enters a written Proprietary Rights, Non-Disclosure, and Non-Compete agreement with Qualifacts.

12. **ACCESS TO COUNTY SITES.** CONTRACTOR may need physical access to COUNTY facilities for technical services or support during this Agreement. Prior to any technical services or support visit by CONTRACTOR, an appointment will be made by CONTRACTOR with the COUNTY IT Helpdesk. A member of COUNTY'S IT staff must be on hand to provide access to the facility and accompany CONTRACTOR personnel.
13. **MEDICAL RECORDS.**
 - a. **Ownership and Access.** All records contained in the patient files maintained by COUNTY shall be the property of COUNTY, and CONTRACTOR shall not remove these records upon termination of this Agreement, except pursuant to a specific request in writing with respect to and from a person treated by a Provider during the term of the Agreement, unless otherwise agreed to by COUNTY. Any working copies of client records generated by CONTRACTOR will be maintained by CONTRACTOR throughout the term of the Agreement. At such time as the Agreement may be terminated, all working copies of client records will be securely delivered to COUNTY at COUNTY's expense and as directed by COUNTY. In the event of a claim or challenge by a patient or any regulatory authority, COUNTY shall cooperate with CONTRACTOR by making the patient files in COUNTY Behavioral Health's possession available for copying or inspection (to the extent allowable by the rules regarding confidentiality of medical records). CONTRACTOR shall similarly cooperate with COUNTY and make available working copies of client records in the event of such a claim or challenge.
 - b. **HIPAA Business Associate Agreement:** CONTRACTOR agrees to comply with and abide by all relevant provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as a Business Associate of Behavioral Health. The entire Business Associate Agreement is set forth as Exhibit D, attached hereto and incorporated herein by reference.
 - c. **Compliance with Medicare Rules.** To the extent required by law or regulation, COUNTY shall make available, upon written request from CONTRACTOR, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and COUNTY'S books, documents and records to the extent necessary to certify the nature and extent of the costs for services provided by CONTRACTOR. COUNTY shall preserve and make available such books, documents, and records for a period of

seven (7) years after the end of the term of this Agreement. If COUNTY is requested to disclose books, documents, or records pursuant to this subparagraph for any purpose, COUNTY shall notify CONTRACTOR of the nature and scope of such request, and COUNTY shall make available, upon written request of CONTRACTOR, all such books, documents, or records. COUNTY shall defend, indemnify, and hold free and harmless CONTRACTOR if any amount of reimbursement is denied or disallowed because of COUNTY's failure to comply with the obligations set forth in this subparagraph. Such indemnity shall include, but not be limited to, the amount of reimbursement denied plus any interest, penalties and reasonable legal fees and costs.

14. **COMPLIANCE.**

- a. **Compliance with Applicable Laws.** To the best of each party's knowledge and belief, COUNTY and CONTRACTOR have operated in compliance with all federal, state, county and municipal laws, ordinances and regulations applicable thereto and each party represents that it has not received payment or any remuneration whatsoever to induce or encourage the referral of clients or the purchase of goods and/or services as prohibited under 42 United States Code Section 1320a-7b(b), or otherwise perpetrated any Medicare or Medicaid fraud or abuse, nor has any fraud or abuse been alleged within the last five (5) years by any Governmental Authority, a carrier or a third party payer.
- b. **Health Care Compliance.** COUNTY is presently participating in or otherwise authorized to receive reimbursement from payer programs and is not nor has ever been an excluded provider. Any and all necessary certifications and contracts required for participation in such programs are in full force and effect and have not been amended or otherwise modified, rescinded, revoked or assigned as of the date hereof, and no condition exists or event has occurred which in itself or with the giving of notice or the lapse of time or both would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such payer program.
- c. **Fraud and Abuse.** Neither party shall engage in any activities which are prohibited by or are in violation of the rules, regulations, policies, contracts or laws pertaining to any third party and/or governmental payer program, or which are prohibited by rules of professional conduct ("Governmental Rules and Regulations"), including but not limited to the following:
 - i. knowingly and willfully making or causing to be made a false statement or representation of a material fact in any application for any benefit or payment.

- ii. knowingly and willfully making or causing to be made any false statement or representation of a material fact for use in determining rights to any benefit or payment.
 - iii. failing to disclose knowledge by a claimant of the occurrence of any event affecting the initial or continued right to any benefit or payment on the Provider's own behalf or on behalf of another, with intent to fraudulently secure such benefit or payment; or
 - iv. knowingly and willfully soliciting or receiving any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly, or covertly, in cash or in kind or offering to pay or receive such remuneration
 - 1. in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid, or
 - 2. in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing, or ordering any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid. Each party acknowledges that this list is not an exhaustive or complete list of all governmental requirements, and each party represents and warrants to the other that each will endeavor, to the best of their knowledge, to educate, to seek information, and/or to make themselves aware of these governmental requirements.
 - d. **Changes in the Law.** In the event of any changes in law or regulations implementing or interpreting any federal or state law relating to the subject matter of fraud and abuse or to payment-for-patient referral, including the laws referenced above, the parties shall use all reasonable efforts to revise this Agreement to conform and comply with such changes. In the event that the parties cannot revise this Agreement in a manner which will conform and comply with such changes and preserve to the extent possible the intent of the parties in entering into this Agreement, then either party may terminate those portions of the Agreement which cannot be revised to conform and comply with such changes and the intent of the parties.
16. **BOOKS AND RECORDS.** For the purpose of section 1861(v)(l)(1) of the Social Security Act, as amended, and any regulations promulgated pursuant thereto:
- a. Until the expiration of four years after the furnishing of professional services pursuant to this Agreement, COUNTY shall make available, upon written request to the Secretary of Health and Human Services or upon request to

the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and books, documents and records of the Provider that are necessary to certify the nature and extent of costs of professional services rendered pursuant to this Agreement; and

- b. Until the expiration of four years after the furnishing of professional services pursuant to this Agreement, CONTRACTOR shall make available, upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and books, documents and records of the Provider that are necessary to certify the nature and extent of costs of professional services rendered pursuant to this Agreement; and
 - c. If CONTRACTOR carries out any of the duties of this Agreement through a subcontract with a value or cost of \$10,000.00 or more over a twelve (12) month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of professional services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of costs of professional services rendered pursuant to such subcontract.
 - d. If COUNTY is requested to disclose books, documents, or records pursuant to this paragraph for purpose of an audit, COUNTY shall notify CONTRACTOR of the nature and scope of such request and the COUNTY shall make available, upon written request of CONTRACTOR, all such books, documents, or records. This paragraph shall pertain solely to the maintenance and disclosure of specified records and shall have no effect on the right of the parties to this Agreement to make assignments or delegations.
 - e. If CONTRACTOR is requested to disclose books, documents, or records pursuant to this paragraph for purpose of an audit, CONTRACTOR shall notify COUNTY of the nature and scope of such request and the CONTRACTOR shall make available, upon written request of COUNTY, all such books, documents, or records. This paragraph shall pertain solely to the maintenance and disclosure of specified records and shall have no effect on the right of the parties to this Agreement to make assignments or delegations.
17. **DRUG-FREE WORKPLACE.** CONTRACTOR shall provide a drug-free workplace and shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).

18. **CULTURAL COMPETENCE.** CONTRACTOR and COUNTY shall use a set of professional skills, behaviors, attitudes, and policies in their systems that enable the system, or those participating in the system, to work effectively in meeting the cross-cultural needs of patients.
19. **INDEPENDENT CONTRACTOR.** CONTRACTOR is an independent contractor in the performance of its services and obligations under this Agreement. This Agreement is not intended to constitute a partnership or joint venture. Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees with all legally required employee benefits.
20. **INTEREST OF PUBLIC OFFICIALS.** No officer, agent, or employee of COUNTY during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
21. **DISPUTE RESOLUTION.**

The parties acknowledge their desire for a long-term and mutually beneficial business relationship and, to that end, agree to attempt to resolve any disagreements or disputes promptly and in good faith, and to make themselves available for business discussions intended to facilitate the resolution of such disagreement of dispute.

If the parties are unable to arrive at a mutually satisfactory solution through good faith business discussions, they shall first engage in mediation using the services of the American Health Lawyers Alternative Dispute Resolution Service or another dispute resolution service that is mutually acceptable to the parties. The parties shall share the costs of mediation equally.

If the parties are unable to resolve their dispute through mediation, they shall submit the dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Such arbitration shall be conducted before a single arbitrator in a location mutually agreed upon by the parties or in Quency, CA if they are unable to agree to a location. In no event will the arbitrator have the power to exceed the scope of this Agreement with regard to limitations on warranties or damages. Judgment on an arbitration award that is consistent with this Agreement may be entered in any state or federal court of competent jurisdiction. The parties shall share the costs of arbitration equally.

Except for mediation and arbitration fees, which shall be shared by the parties, each party shall bear its own attorney's fees and other expenses associated resolution of any dispute.

22. **WAIVER.** A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by CONTRACTOR or COUNTY.
23. **ENTIRE AGREEMENT.** This Agreement constitutes the complete understanding of the parties and supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter contained herein, and no other agreement, statement, or promise relating to the subject matter of this Agreement shall be valid or binding. In the event of any direct conflict between the body of this Agreement and its schedules or exhibits, the body of the Agreement shall control. This Agreement may not be modified, amended, or changed except by a writing, or writings signed by the duly authorized representative of the parties.
24. **CONTROLLING LAW.**
- a. **Laws of California Control** The terms and conditions of this Agreement and all its Exhibits and rights and duties hereunder shall be governed by and construed in accordance with the laws of the State of California.
- b. **Rules of Interpretation** no provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.
25. **VENUE.** If either party files a lawsuit to enforce any provision of this Agreement, the proper venue for such a lawsuit shall be the LASSEN County Superior Court.
26. **PARTIAL INVALIDITY.** Should any portion of this Agreement be held unenforceable or inoperative for any reason, such invalidity shall not affect any other portion of this Agreement, but the remainder shall be as effective as though such ineffective portion had not been contained herein.
27. **GENDER.** Words used in the masculine shall apply to the feminine where applicable, and vice versa. Any personal pronoun shall include any gender or number according to the context.
28. **ASSIGNMENT.** This Agreement and the rights and obligations hereunder are not assignable by either party. Notwithstanding the foregoing, CONTRACTOR shall have the right to utilize subcontractors, provided such subcontractors comply with the provisions of this agreement. The use of a subcontractor will not release CONTRACTOR from its obligations hereunder.
29. **NOTICES.** All notices, offers, elections, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or within forty-eight (48) hours after mailing, if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage prepaid, and properly

addressed to the party at the party's address below, or any other address that any party may designate by written notice to the other.

CONTRACTOR: Kings View Professional Services
Attn: Amanda Nugent Divine PhD, CEO
1396 W. Herndon Ave.
Fresno, CA 93711
(559) 256-0100

COUNTY: LASSEN County Behavioral Health
Attn: Tiffany Armstrong, Director
555 Hospital Lane
Susanville, CA 96130

30. **INTERPRETATION.** The language in all parts of this Agreement shall be, in all cases, construed according to its fair meaning and not strictly for or against either party, and any ambiguities shall not be strictly construed for or against either party.

//

SIGNATURE PAGE FOLLOWS

//

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement on the day and year set forth above.

"COUNTY"
COUNTY OF LASSEN

"CONTRACTOR"
KINGS VIEW PROFESSIONAL SERVICES

By: _____
Maurice Anderson
County Administrative Officer

By: _____
Amanda Nugent Divine, PhD, CEO

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM
COUNTY COUNSEL:

By:  _____
Andrew Plett
Lassen County Counsel

Date: 1/20/26

Exhibit A-1 Scope of Work

End User Support

A. Purpose

The objective of this engagement is for Kings View Professional Services [Contractor] to provide Lassen County Behavioral Health [PARTICIPANT] end-user help desk support services for the Credible Electronic Health Record [Credible EHR] application. This engagement includes Tier 1 and Tier 2 support functions tailored to the specific operational and technical needs of the application as a means to ensure consistent availability, issue resolution, and user satisfaction.

B. Process Overview

In order to maintain successful operations of an organization, it is common that a structured support framework be established to assist users with access, questions, or issues related to critical applications. In order to align issue complexity with the knowledge and skills of support staff, such application end-user support is structured into Tiers:

- **Tier 1 (Basic Help Desk):** Handles initial user contact, basic troubleshooting, and simple issues like password resets and general queries.
- **Tier 2 (Advanced Troubleshooting):** Addresses more complex problems that require in-depth application or business rules knowledge and expertise and other issues escalated from Tier 1
- **Tier 3 (Expert Support):** Involves highly skilled specialists who tackle the most complex and critical issues, potentially involving product design changes, patches, and vendor coordination.
- **Tier 4 (External Support):** Encompasses support from external vendors or partners for issues that are beyond the internal team's capabilities.

With the implementation of the Credible EHR, such a structured support framework for PARTICIPANT and designated Provider staff will be established. It is anticipated that existing infrastructure, processes, and support staffing within the PARTICIPANT organization can be leveraged for this purpose and thus, end user support activities,

responsibilities, and service level attainment goals are to be shared by PARTICIPANT and Contractor.

Under the terms and deliverables of this professional services scope, Contractor and PARTICIPANT resources will provide Tier 1 and Tier 2 support at the following percent allocation:

Tier	PARTICIPANT Responsibility Allocation	Contractor Responsibility Allocation
Tier 2 (Technical Support)	(15%) ³	(85%) ³
Tier 1 (Basic Help Desk)	(10%) ⁴	(90%) ⁴

³ Tier 2 support will at times require subject matter expertise and authority only available from within PARTICIPANT organization. As such, some percentage of Tier 2 Support must be provided by PARTICIPANT staff. Anticipated PARTICIPANT effort is based upon the percentage allocation identified in this Scope of Work document.

⁴ Tier 1 support is divided across Contractor and PARTICIPANT based upon the percentage allocation identified in this Scope of Work document.

Contractor will provide end-user help desk support remotely to PARTICIPANT and designated Provider staff Monday through Friday from 8:00am until 5:00pm Pacific Standard Time (PST), excluding PARTICIPANT holidays.

All requests for end user support, regardless of priority/complexity, must be initiated through submission via one of the following Support Channels:

- 1) Via Phone – 1-855-201-8070
- 2) Ticketing System - <https://kingsview.freshservice.com/support/home>

Clients can call the Credible EHR Help Desk at 1-855-201-8070 for P1 issues (System outage) during After Hours.

All support requests submitted through allowable channels will be logged within Contractor’s ticketing system and assigned an appropriate priority based upon complexity.

Tickets will be addressed based upon the following Service Level Agreement (SLA) standards and by the stakeholder parties identified in the Support Matrix.

Support Matrix:

Priority	Description	Responsible Tier	Responsible Stakeholder	Response Time	Resolution Time
P1	Application outage or critical functionality unavailable. Require Bug fixes, code-level diagnostics	Tier 4 (External Support)	EHR Vendor ¹	30 min	4 hours
P2	Major functionality impaired requiring vendor escalations and/or complex application configuration issues	Tier 3 (Expert Support)	Contractor AMS ²	1 hour	1 day
P3	Standard support issue requiring business need subject matter expertise and/or organizational authority	Tier 2 (Technical Support)	PARTICIPANT (15%) ³ Contractor (85%) ⁴	1 day	2 days
P4	Low-impact inquiry or request. Basic troubleshooting, password resets, user guidance	Tier 1 (Basic Help Desk)	PARTICIPANT(10%) ⁴ Contractor(90%) ⁴	1 day	5 days

¹ Tier 4 support is provided by the EHR vendor and is covered under the PARTICIPANT's Master Service Agreement (MSA) with the vendor.

² Tier 3 support is provided by the Contractor Application Management Services team and is described in the associated scope of work for AMS.

³ Tier 2 support will at times require subject matter expertise and authority only available from within PARTICIPANT organization. As such some percentage of Tier 2 Support must be provided by PARTICIPANT staff. Anticipated PARTICIPANT effort is based upon the percentage allocation identified in this Scope of Work document.

⁴ Tier 1 support is divided across Contractor and PARTICIPANT based upon the percentage allocation identified in this Scope of Work document.

C. Prerequisites and PARTICIPANT Responsibilities

Consistent and successful end-user support services by Contractor support technicians presumes the completion of prerequisite activities by the PARTICIPANT.

PARTICIPANT Responsibilities:

- The Credible EHRS is cloud-based computer application and thus, the PARTICIPANT or its agents shall provide to users:
 - Computers or other hardware that meets or exceeds the current requirements as defined for the Credible EHRS
 - The computers provided are required to have operating system, web browser, and/or other software that meets or exceeds the current requirements as defined for the Credible EHRS
 - Network, wifi, or 5G access that provides consistent connection to the Credible EHRS at a speed that meets or exceeds requirements as defined for the Credible EHRS
- PARTICIPANT will make available to staff and other users of the Credible EHRS access to Credible application documentation
- PARTICIPANT will make available to staff and other users of the Credible EHRS access to any ancillary systems or applications necessary in the execution of their job responsibilities.
- PARTICIPANT will make available to staff and other users of the Credible EHRS, adequate training on:
 - basics of their job responsibilities
 - specifics of how associated activities are managed/executed within the Credible EHRS
 - limitations of access or function within the Credible EHRS based upon the user's role/function within the organization
 - limitations of the application based upon currently available functions of the Credible EHRS
- PARTICIPANT will make available to staff and other users of the Credible EHRS training on end-user support process including:
 - Standard Support Hours

- Mechanisms available for submitting support tickets/requests
- Appropriate assignment of Priority Levels
- Processes and Expectations related to after-hours support
 - Priority 1 (P1) Issues
 - All Other Priorities
- Process for follow-up on submitted support tickets/requests
- PARTICIPANT will designate and consistently maintain throughout this engagement a primary and secondary point of contact for Tier 2 issue escalation within the PARTICIPANT organization. Any changes to identified PARTICIPANT point of contacts must be submitted in writing
- PARTICIPANT designated points of contact will be responsible for coordinating/distributing general information/communications/notifications intended to be shared with the entire user base or a large portion thereof.
- PARTICIPANT will provide instruction on the process for escalating issues/tickets to PARTICIPANT representatives
-

D. Scope Exclusions and Limitations

Professional Services to be provided by Contractor under the terms of this agreement and the associated scope, have been calculated based upon variables including:

- Participant Organization Size – Based upon lines of business, program/provider network size, and user counts
- Credible EHRS Modules Implemented at the initiation of support services
- Tier 1 and Tier 2 support responsibilities allocation as defined in this scope document

Should changes in these variables occur during the effective timeframe of this agreement, Contractor and the PARTICIPANT agree to initiate discussions focused on augmenting this service agreement with the additional resources necessary to support increased volume or complexity.

End-User Support Services within this agreement are exclusive to the features/functions of the Credible EHRS that were fully implemented by PARTICIPANT during the initial implementation project, or during subsequent implementation efforted covered under approved change orders.

The Credible EHRS is a commercial off the shelf application with established features, functions, and reports. End user support of this application is governed by the boundaries of the released functionality of the application. As such, requests for features, functions, and reports not already available within the application are not covered under this scope of work. Such requests can be submitted to, and will be logged by the Contractor support team, but subsequent follow-up on these requests will be managed between Contractor Application Management Services and identified PARTICIPANT points of contact.

The intent of user support services is to maintain consistent availability and full function of the Credible EHRS as implemented by the PARTICIPANT. If in the course of their use of the system, PARTICIPANT or Provider network staff utilize the application or associated tools in a manner that is not in alignment with approved workflows or business needs, the resources to address/clean-up the results of such incorrect usage are beyond the scope of this agreement. If desired by PARTICIPANT, a request for assistance can be submitted through the provided support channels. The associated ticket will be escalated to Tier 3 (Contractor Application Management Services). Contractor AMS will then work with PARTICIPANT to execute the change order needed to provide appropriate resources.

Support for user access or other issues related to applications other than the Credible EHRS are beyond the scope of this agreement.

E. Contractor Deliverables and Responsibilities

Under this Professional Services agreement for End User Support Services, Contractor is responsible for providing the following:

Standard Scope:

- Contractor shall provide and maintain infrastructure necessary to support Help Desk operations (e.g. Ticketing System, ~~e-mail~~, dedicated phone lines, etc.)
- Contractor shall respond to user inquiries via phone, email, or ticketing system.
- Contractor shall provide how-to guidance, application navigation support, and basic troubleshooting.
- Contractor shall triage reported issues, categorize incidents by severity and impact, and assign appropriate issue Priority
- Contractor shall escalate Priority 1 and/or Priority 2 issues to Application Management Services and/or vendor development teams as needed

- Contractor shall research and address Priority 3 and/or Priority 4 issues providing temporary workarounds if immediate resolution is unavailable
- Contractor will own the tracking and monitoring of help desk ticket status through resolution
- Contractor shall maintain Kings View Learning Management System (LMS) to include documentation and FAQs for common user issues and workflows.
- Contractor shall assist with user access, login issues, and password resets.
- Contractor shall support application-specific configurations (e.g., user preferences, role-based permissions).
- Contractor shall monitor known issues and patch updates relevant to the application.
- Contractor shall track and report recurring issues to inform root cause analysis and application improvements.

PARTICIPANT Specific Scope:

- Support for the Cerner Legacy System – Per Cerner, Legacy system is in read-only status and is restricted to 5 concurrent users at a time.

F. Pricing and Payment Terms

Pricing: \$115,463.33

Standard End User Support Scope	
Description	Annual Subscription
Base End- User Support	\$19,000.00
Level 2 - Support Total Cost (as detailed below)	\$91,362.55
Level 2 - System Support (100 hours)	
Level 2 - Health Information Analytics Support (125 hours)	
Level 2 – Revenue Cycle Management Support (100 hours)	
Level 2 – Data Services: State Reporting Support (50 hours) Custom Ad Hoc Reporting (50 hours)	
Level 2 - Form Building Services (100 hours)	
PARTICIPANT Specific End User Support Scope	

Description	Annual Subscription
Cerner Legacy System Support – SY legacy system support for 10 users	\$5,100.78

Payment Terms:

Subscription fees are to be initiated one month prior to the PARTICIPANT's initial/productive use of the Credible EHRS (aka "Go-Live"). Should these End User Support Services be engaged for a PARTICIPANT organization who is already leveraging the Credible EHRS to support their daily operations, subscription fees will be initiated upon agreement execution.

G. Change Management

Any modifications to the scope of services must be mutually agreed upon in writing and documented as a change order.

Exhibit A-2 Scope of Work

Application Management Services

A. Purpose

Under the terms of this agreement, Kings View Professional Services [Contractor] shall provide Lassen County Behavioral Health [PARTICIPANT] Application Management Services (AMS) associated with the Credible Electronic Health Record System [EHRS]. Contractor AMS provide significant strategic and operational value by ensuring that business-critical applications are stable, secure, scalable, and aligned with evolving business needs. Under the scope of AMS, Contractor is to monitor the application to identify and resolve issues before they impact the business, optimize application performance, and implement changes to the application to meet the PARTICIPANT's successful on-going utilization of the Credible EHRS. In addition to generalized application management, AMS supports the end-user experience/satisfaction by providing Tier 3 support with specialized expertise and resources to tackle complex and critical issues, potentially involving product design changes, patches, and vendor coordination.

B. Process Overview

Application Management Services involve consistent and extensive engagement between Contractor and Participant personnel. Such engagement is organized both through the establishment governance structures, service processes, communication protocols, and performance monitoring mechanisms. As such, the majority of AMS activities are to be managed through governance mechanisms to be defined between PARTICIPANT and Contractor at the initiation of this engagement.

Periodically, priority issues escalated through the established end user support protocols, will require ad hoc/immediate attention from Application Management Services. Such Tier 3 Support issues will be initiated and managed via the end-user help desk support process defined in the "End-User Help Desk Support" scope of services. All support services are provided remotely to PARTICIPANT and designated Provider staff Monday through Friday from 8:00am until 5:00pm Pacific Standard Time (PST), excluding PARTICIPANT holidays.

All requests for end user support regardless of priority/complexity can be submitted:

- 3) Via Phone – 1-855-201-8070
- 4) Ticketing System - <https://kingsview.freshservice.com/support/home>

C. Prerequisites and Participant Responsibilities

While Contractor is responsible for the management and execution of tasks designed to maintain the Credible EHRS, to ensure smooth collaboration and successful service delivery there are a number of prerequisites and responsibilities that must be provided by the PARTICIPANT. These terms define what the PARTICIPANT must provide, maintain, or do to enable the Contractor to fulfill their obligations effectively.

PARTICIPANT Responsibilities:

- The PARTICIPANT shall ensure that the necessary IT infrastructure (on-premises, hybrid, or cloud-based) is provisioned, operational, and accessible to the End Users as well as to Contractor as the Service Provider (including appropriate VPN access, firewall rules, and network connectivity)
- The PARTICIPANT shall provide and maintain valid licenses for all applications, platforms, and third-party tools required for End Users and Contractor in the execution of their duties.
- The PARTICIPANT shall designate primary and secondary points of contact, including a business owner and technical liaison, to facilitate effective governance, escalation handling, and decision-making processes.
- The primary and secondary points of contact designated by the PARTICIPANT will participate in the identification and evaluation of new and existing business needs of PARTICIPANT organization. These activities include the monitoring and analysis of requirements, notices, and other supporting documentation provided by state and/or federal agencies as well as other stakeholder organizations.
- The PARTICIPANT shall log incidents, service requests, and change requests using the agreed-upon communication or ticketing tools and provide sufficient detail, context, and supporting materials to enable timely resolution by the Service Provider.
- Where integration or coordination with government or payor organizations, other vendors, or internal departments is necessary, the PARTICIPANT shall facilitate communication, schedule alignment, and resource availability to support such efforts.
- The PARTICIPANT shall review, validate, and approve or reject all proposed changes within a reasonable timeframe, and actively participate in change advisory boards or other change control processes as needed.

- The Customer shall attend regular governance meetings (e.g., weekly operational check-ins, monthly service reviews, quarterly steering committee sessions) and shall review and respond to reports, dashboards, and performance metrics provided by the Service Provider.

By fulfilling these obligations, PARTICIPANT will help Contractor to ensure that the Credible EHRS application is functioning optimally and meeting the needs of the business.

D. Scope Exclusions and Limitations

Professional Services to be provided by Contractor under the terms of this agreement and the associated scope, have been calculated based upon variables including:

- Participant Organization Size – Based upon lines of business, program/provider network size, and user counts
- Credible EHRS Modules Implemented at the initiation of support services
- Staffing variables within PARTICIPANT organization

Should changes in these variables occur during the effective timeframe of this agreement, Contractor and the PARTICIPANT agree to initiate discussions focused on augmenting this service agreement with the additional resources necessary to implement needed system configurations and provide on-going support associated with the increased volume or complexity.

The intent of Application Management Services is to provide specialized expertise and resources to maintain the Credible EHRS so that it meets the business needs of the PARTICIPANT organization as originally implemented. Should the needs of PARTICIPANT organization evolve, AMS will provide consultative services to work in partnership with PARTICIPANT staff to evaluate new requirements and determine mechanisms to address. If the agreed upon mechanisms can be implemented with features/functions currently available in the PARTICIPANT's Credible EHRS, AMS will leverage the available functions to make necessary changes. When addressing new PARTICIPANT business requirements, Contractors Application Management Services in this situation exclude the following:

- Implementation services that are associated with the purchase of a new solution.
- Implementation services that are standard with the purchase of a new feature or module of the Credible EHRS.
- Implementation services that were previously canceled or postponed by PARTICIPANT for Credible EHRS feature/functions currently available.

- 3rd party applications.
- Changes to source code

If during their use of the system, PARTICIPANT or Provider network staff utilize the application or associated tools in a manner that is not in alignment with approved workflows or business needs, the resources to address/clean-up the results of such incorrect usage are beyond the scope of this agreement. If desired by PARTICIPANT, a request for assistance can be submitted through the provided support channels. The associated ticket will be escalated to Tier 3 (Contractor Application Management Services). Contractor AMS will then work with PARTICIPANT to execute the change order needed to provide appropriate resources.

E. Contractor Deliverables and Responsibilities

Within the scope of services agreed to between PARTICIPANT and Contractor under the terms of this engagement, are the following deliverables and responsibilities:

Standard Scope:

- Contractor assisted PARTICIPANT with the initial implementation of the Credible EHRS. Contractor will continue to provide support and consultative services to maintain the configuration and system settings required to support on-going PARTICIPANT business operations. Areas of responsibility will include:
 - User Access - Role-based access control, user groups, and privileges
 - Provider/Staff/Clinician Configuration – as required to fulfill Revenue Cycle Management and State Reporting requirements
 - Service/Procedure Code Maintenance - as required to fulfill Revenue Cycle Management and State Reporting requirements
 - Legal Entity and/or Program (Provider) configuration
 - Forms/Screen Configuration (As allowed by current Credible EHRS features/functions)
 - Business Rules Configuration (As allowed by current Credible EHRS features/functions)
 - Workflow Configuration (As allowed by current Credible EHRS features/functions)
- Contractor shall provide Tier 3 support for the PARTICIPANT's on-going or planned utilization of the following EHRS Software products within the Credible Electronic Health record:

- Contractor will provide consultative services to PARTICIPANT concerning current design and functionality for Credible EHRS when requested by PARTICIPANT.
- Contractor will maintain a LIVE and TRAIN version of EHRS on software vendor's hosted servers.
- Leveraging features/functions readily available within the Credible EHRS, Contractor will provide assistance with EHRS customization including workflow redesign, design, and development of management forms, training materials and other assistance as it relates to various purchased modules of EHRS as needed and requested by PARTICIPANT.
- Status Reporting
 - Meet at least monthly at mutually agreed time with PARTICIPANT to identify problems/issues and agree to solutions.
 - Complete Kings View Status Report - Provide PARTICIPANT with Kings View Status Report overall operations of PARTICIPANT's EHRS Software as mutually agreed. (Report format, content and frequency will be determined and modified as needed by mutual agreement.)
- Contractor shall comply with the privacy and security provisions of the Health Information Portability and Accountability Act of 1996 (HIPAA) and all related State and Federal regulations for the maintenance and storage of system data and files.
- Contractor will use all reasonable efforts to work with Credible Software and PARTICIPANT to adhere to California compliance requirements set forth by California Department of Health Care Services.
- Contractor will work jointly with PARTICIPANT to obtain certification of compliance with all applicable Medicare and Medi-Cal and HIPAA billing requirements and regulations.
- Contractor will use all reasonable efforts to see that all local, state, and federal requirements are met with the times lines set by those agencies.
- Contractor and PARTICIPANT will mutually agree upon an Activity Deadline Calendar for the purpose of defining the roles, responsibilities, and processes for each party.

PARTICIPANT Specific Scope:

F. Pricing and Payment Terms

Pricing: \$83,862.55

Standard Application Management Services Scope	
Description	Annual Subscription
Base Application Management Services	\$10,000.00
Level 2 Application Management Services (as detailed below)	\$73,862.55
Level 2 AMS System Support (100 hours)	
Level 2 AMS Revenue Cycle Management (100 hours)	
Level 2 AMS Data Services (100 hours)	
Level 2 AMS Health Information Analytics (120 hours)	
PARTICIPANT -Specific Application Management Services Scope	
	Annual Subscription

Payment Terms:

Subscription fees are to be initiated one month prior to the PARTICIPANT's initial/productive use of the Credible EHR (aka "Go-Live"). Should these Application Management Services be engaged for a PARTICIPANT organization who is already leveraging the Credible EHR to support their daily operations, subscription fees will be initiated upon agreement execution.

G. Change Management

Any modifications to the scope of services must be mutually agreed upon in writing and documented as a change order.

Exhibit A-3 Scope of Work

Revenue Cycle Management

A. Purpose

The objective of this engagement is for Kings View Professional Services [Contractor] to provide comprehensive Revenue Cycle Management (RCM) Services to support the end-to-end billing process for **Lassen County Behavioral Health** [PARTICIPANT], ensuring accurate charge capture, timely claims submission, reduced denials, and optimized collections. Services are scaled to handle an average annual claims volume of 19,000 claims (based on all payers batched).

B. Process Overview

The process of collecting required data and submitting medical claims to insurance payors is a structured workflow that ensures healthcare providers receive reimbursement for services rendered. This process involves multiple stages, stakeholders, and systems, and must comply with industry standards such as HIPAA and payer-specific rules. While all activities may have impact upon successful claims submission of the activities outlined below, it is important to note that the Revenue Cycle Management services provided within this scope of work only pertain to some/specific tasks within the workflow.

Process Overview: Data Collection to Claim Submission

1) Client Intake and Registration

- a. Data Collected:
 - i. Demographic information (name, DOB, address)
 - ii. Insurance details (payer name, policy number, group number)
 - iii. Consent forms (assignment of benefits, HIPAA authorization)
- b. Purpose: Establish client identity and verify insurance eligibility
- c. Responsible Party:
 - i. PARTICIPANT

2) Insurance Eligibility Verification

- a. Method:
 - i. Real-time verification via clearinghouses or payer portals
 - ii. Confirm coverage, co-pays, deductibles, and service authorization requirements
- b. Purpose:

- i. Verify insurance eligibility
 - ii. Define/Record Share of Cost Information
 - iii. Define/Record Uniform Method of Determining Ability to Pay (UMDAP)
- c. Outcome: Reduces risk of claim denials due to ineligibility
- d. Responsible Party:
 - i. PARTICIPANT

3) Clinical Encounter and Documentation

- a. Performed by: Clinical staff
- b. Captured Data:
 - i. Chief complaint, diagnosis (ICD-10 codes)
 - ii. Procedures/services performed (CPT/HCPCS codes)
 - iii. Supporting Service Data (Date, Duration, etc.)
 - iv. Progress notes and supporting medical necessity documentation
- c. Responsible Party:
 - i. PARTICIPANT

4) Coding and Charge Capture

- a. Performed by: Revenue Cycle Management
- b. Activities:
 - i. Assign/confirm correct CPT/HCPCS and modifiers
 - ii. Review documentation for coding accuracy and compliance
- c. Responsible Party:
 - i. Contractor

5) Claim Creation and Scrubbing

- a. Claim Formats
 - i. HIPAA 837P
 - ii. HIPAA 837I
 - iii. CMS-1500 (professional)
 - iv. UB-04 (institutional)
- b. Claim Scrubbing: Automated checks for:
 - i. Missing or invalid codes
 - ii. Modifier mismatches
 - iii. Eligibility errors
 - iv. Compliance with payer-specific rules
- c. Responsible Party:
 - i. Contractor

6) Remittance Processing and Posting

- a. Remit Formats
 - i. HIPAA 835

- ii. Paper
- b. Activities:
 - i. Match payments and adjustments to submitted claims
 - ii. Identify underpayments, denials, or overpayments
 - iii. Post payments in billing software
- c. Responsible Party:
 - i. Contractor

7) Denial Management, Appeals and Rebill (if needed)

- a. Activities:
 - i. Analyze denial reasons (e.g., coding, authorization, eligibility)
 - ii. Correct and resubmit claims or initiate appeals with supporting documents
 - iii. Track resolution timelines and maintain records
- b. Responsible Party:
 - i. Contractor – Primary
 - ii. PARTICIPANT - Issue Research and Correction

8) Self Pay Billing and Collections

- a. Activities
 - i. Generate statements (Contractor)
 - ii. Send Statements, Collect Client Payment (PARTICIPANT)
- b. Responsible Party:
 - i. Contractor – Primary
 - ii. PARTICIPANT – Collections and Follow-up

C. Prerequisites and PARTICIPANT Responsibilities

Successful execution of all aspects of Revenue Cycle Management presumes the timely completion of several prerequisite activities. Many of the prerequisites that impact Revenue Cycle Management are outside of the control of Contractor and thus are the responsibility of the PARTICIPANT and/or the Payor Organizations to whom the PARTICIPANT submits claims.

The Credible Electronic Health Record System [Credible EHRS] is a commercial off the shelf application with established features, functions, and reports. Professional services related to Revenue Cycle Management is governed by the boundaries of the inherent functionality of the application. As such, requests for features, functions, and reports not already available within the application are not covered under this scope of work. Such requests can be submitted to, and will be logged by the Contractor Revenue Cycle

Management team, but all subsequent follow-up and related activities fall within the scope of “Application Management Services” agreements.

PARTICIPANT Responsibilities:

- All responsibilities identified as “PARTICIPANT” in the “Process Overview” outlined previously in this document
- PARTICIPANT will designate and consistently maintain a primary and secondary point of contact for operational coordination throughout this engagement.
- Primary and secondary staff provided by PARTICIPANT will be adequately trained on the basics of Revenue Cycle Management and specifics of how associated activities are managed in the Credible EHRS.
- PARTICIPANT will maintain active agreements/contracts/certifications with Payor/Guarantor Organizations (e.g. California Department of Health Care Services).
- PARTICIPANT will, in a timely fashion, provide to Contractor contractual rate schedules, billing manuals, companion guides, and/or other materials that may impact the timely and/or accurate calculation of claims data (e.g. charges, procedure/billing codes, modifiers, lock-outs, etc.).
- PARTICIPANT will, in a timely fashion, review and approve configuration of the Credible EHRS performed by Contractor based upon contractual rate schedules, billing manuals, companion guides, and/or other materials provided to Contractor by PARTICIPANT.
- PARTICIPANT will, in a timely fashion, provide to Contractor any user/password, submitter identifiers, or other criteria necessary to manage manual or electronic transactions with payor/guarantor organizations.
- PARTICIPANT will, in a timely fashion, complete and keep current, all requirements to assure providers/clinicians are fully licensed, credentialed, and/or certified as required by payer/guarantors, and provide to Contractor all relevant data so the Credible EHRS can be kept current.
- For employees eligible to bill Medicare, PARTICIPANT will work with providers to have the employees’ benefits re-certified and assigned to PARTICIPANT/County organization in Credible EHRS.

- PARTICIPANT staff will add/update or otherwise keep current in the Credible EHRS client coverage information related to all payor/guarantors potentially responsible for charges related to client care.
- Using any/all mechanisms provided by payor/guarantors, PARTICIPANT staff will in a timely and consistent manner, enter and keep current client payor/guarantor eligibility information within the Credible EHRS.
 - For clients covered by Medi-Cal provided by the California Department of HealthCare Services (DHCS) mechanisms include:
 - Complete processing/matching of the MEDS Monthly Extract File (MMEF) in Credible
 - Real-time eligibility verification transaction using the HIPAA 270/271 standards
 - Real-time eligibility verification using DHCS' s Medi-Cal Provider Portal
- For employees eligible to bill Medicare, PARTICIPANT will work with providers to have the client's benefits re-assigned to PARTICIPANT/County organization.
- Using any/all mechanisms provided by payor/guarantors, PARTICIPANT staff will in a timely and consistent manner, enter and keep current client deductible information within the Credible EHRS.
 - For clients covered by Medi-Cal provided by the California Department of HealthCare Services (DHCS) mechanisms include:
 - Share of Cost information
- Using any/all mechanisms provided by payor/guarantors, PARTICIPANT staff will in a timely and consistent manner, enter and keep current client "ability to pay" or sliding fee schedule information within the Credible EHRS.
 - For clients covered by Medi-Cal provided by the California Department of HealthCare Services (DHCS) mechanisms include:
 - Uniform Method of Determining Ability to Pay (UMDAP)
 - Sliding Fee Scale for SUD Programs
- PARTICIPANT staff will enter timely and accurate encounter/service records and supporting clinical documentation into the Credible EHRS.

- PARTICIPANT staff will, in a timely fashion, make corrections in the Credible EHRS for any issues identified prior to or during scheduled billing cycle activities.
- Behavioral Health 837 claims submitted to California Medi-Cal typically require several documents to be signed by authorized representatives of the county and/or its service providers. As such, PARTICIPANT staff will, in a timely fashion, complete all tasks necessary to complete these/any documents so claims may be submitted.
- Claims to secondary, tertiary, and or other payors may be impacted by payment or adjustment information provided by upstream payors/guarantors. When remittance information is received directly by the PARTICIPANT from Other Health Coverage (OHC) payers/guarantors, the associated payment/adjustment/transfer records will be entered into the Credible EHRS by PARTICIPANT staff in a timely manner.
- In some instances, the RCM process requires additional effort for Denials, Voids, Replacements, and Rebills associated with initial claim submissions. In such instances PARTICIPANT will be responsible for reviewing reports or other tools provided by Contractor and making corrections in the Credible EHRS to support this subsequent process for claims submission.
- Subsequent to the Contractor creating the Self Pay Statements in Credible EHRS, the PARTICIPANT will be responsible for printing, mailing, or otherwise managing Self-Pay claims with the responsible parties.

While these activities are the responsibility of the PARTICIPANT, it is understood that fulfillment of these responsibilities may be impeded due to variables outside the control of the PARTICIPANT. In all instances, it is anticipated that Contractor and the PARTICIPANT will work in good faith to attempt to meet relevant timelines. Should PARTICIPANT find that they are unable to fulfill their responsibilities, this scope can be amended through the execution of a change order to procure additional resources from the Contractor.

D. Scope Exclusions and Limitations

Professional Services to be provided by Contractor under the terms of this agreement and the associated scope, have been calculated based upon variables including:

- Participant Organization Size – Based upon lines of business, program/provider network size, and active client census.
- Billing volume and payor/guarantor billing requirements (e.g. Billing Matrix Lines)
- Guarantor/Payers to be billed by Contractor RCM Team
- Staffing variables within PARTICIPANT organization

Should changes in these variables occur during the effective timeframe of this agreement, Contractor and the PARTICIPANT agree to initiate discussions focused on augmenting this service agreement with the additional resources necessary to implement needed system

configurations and provide on-going support associated with the increased volume or complexity.

Revenue Cycle Management requirements and workflows are generally well established and defined in a manner that has allowed EHR vendors to design the data collection, compile logic, and submission protocol to meet such requirements. The Credible EHRS is a commercial off the shelf application with established features, functions, and reports to support Revenue Cycle Management. Contractor professional services related to this engagement is governed by the boundaries of the inherent functionality of the application. Although inquiries by payor/guarantors requiring custom/ad-hoc reports or data extractions may arise, any features, functions, and reports not already available and implemented by the PARTICIPANT are not covered under this scope of work. In such circumstances, requests can be submitted to, and will be logged by, the Contractor Revenue Cycle Management team, but all subsequent follow-up and related activities fall within the scope of "Application Management Services" agreements.

Under the terms of this scope, the Contractor is responsible for maintaining the configuration of the Credible EHRS to support the successful execution of Revenue Cycle Management activities on behalf of the PARTICIPANT. Using their expertise with the Credible EHRS and the companion guides/information notices/billing manuals provided by the Payers/Guarantors, the Contractor will configure the Credible EHRS in the manner that both achieves the goals of Revenue Cycle Management activities and is most efficient to maintain. If PARTICIPANT requests deviation from the Contractor set-up, this may require additional resources and thus such requests are considered out of scope unless a change order is executed.

If delays in the monthly Revenue Cycle Management result from the inability of the PARTICIPANT to fulfill their responsibilities it should not be assumed that resources and staffing by Contractor will automatically be augmented to overcome the resulting delays. Rather in such circumstances the PARTICIPANT can request a temporary change order to the scope of this agreement. Contractor will endeavor to accommodate such change requests based upon resources and staffing available.

If delays in the monthly Revenue Cycle Management result from the inability of the PARTICIPANT to fulfill their responsibilities result in the loss of revenue (e.g. due to critical timelines being missed), Contractor will not be responsible for such losses.

Requirements and regulations focused on the operation of California County Behavioral Health Plans and their affiliated sub-contracted service providers continually evolve. The scope of this engagement only covers such requirements and regulations that are active within the effective period of this agreement. Any requirements or requests from

payor/guarantors or state agencies for data related to activities prior to effective timeframe of this agreement are outside the scope of these services. In such circumstances, requests can be submitted to, and will be logged by, the Contractor Revenue Cycle Management team, but all subsequent follow-up and related activities fall within the scope of “Application Management Services” agreements.

E. Contractor Deliverables and Responsibilities

Within the scope of services agreed to between PARTICIPANT and Contractor under the terms of this engagement, are the following deliverables and responsibilities:

Standard Scope:

Kingsview Professional Services Contractor will perform all month-end processes for the completion of Revenue Cycle Management for all requirements set forth by Payor/Guarantor organizations (e.g. DHCS, Medicare, and Other Health Coverage (OHC)). These services will be provided remotely at Kings View’s offices and will include:

- All responsibilities identified as “Contractor” in the “Process Overview” outlined previously in this document
- Contractor will configure and keep up to date, the Credible EHRS based upon materials provided by the PARTICIPANT and the Payor/Guarantor organizations to whom claims will be submitted (e.g. contractual rate schedules, billing manuals, companion guides, and/or other materials).
- Contractor will use all reasonable efforts to comply with all state billing and reporting requirements for timely, accurate and complete processing of electronic claims or files.
- Contractor will perform Pre-Billing error identification associated with encounter/service records as entered in the Credible EHRS. Reviews to include:
 - Assignment of appropriate CPT, ICD-10, and HCPCS codes according to DHCS, CMS, and OHC payer guidelines.
 - Apply correct modifiers and ensure alignment with medical necessity documentation or according to DHCS, CMS, and OHC payer guidelines.
 - Appropriate Place of Service values.
 - Clinician Taxonomy Codes
 - Other data required for claims processing per Payor/Guarantor billing or companion guides
- Contractor will coordinate with primary/secondary PARTICIPANT staff to address identified errors.

- Contractor will perform data review to ensure HIPAA X12 formatting requirements for electronic submittal to DHCS or other third-party payer in preparation for Contractor electronic data submission.
- On a monthly basis, Contractor will generate initial batches and Claims outputs for all Payor/Guarantor organizations that have been verified as providing coverage for clients receiving services from PARTICIPANT. Claims Outputs will include:
 - Other Health Coverage (OHC) – Creation of CMS 1500 Batches/Claims to be printed and submitted by PARTICIPANT Staff (Per schedule defined between PARTICIPANT and Contractor)
 - Medicare – Creation of Medicare 837 claims to be submitted by Contractor to appropriate Fiscal Intermediary on behalf of the PARTICIPANT (Once Per Month)
 - Medi-Cal – Creation of Medi-Cal 837 claims for both Mental Health and/or Substance Use programs to be submitted by Contractor to DHCS on behalf of the PARTICIPANT (Per schedule defined between PARTICIPANT and Contractor)
- On a monthly basis, Contractor will download or otherwise receive remittance information (EOBs/ERAs) from Payor/Guarantor organizations and:
 - Post remittance (EOBs/ERAs) records to client accounts in the Credible EHRS in a accurate and timely manner.
 - Transfer remaining liability to secondary/tertiary Payor/Guarantor organizations
 - Identify overpayments for review.
 - Identify claims appropriate for Rebill
 - Identify and research all claims Denials
- Contractor will coordinate with primary/secondary PARTICIPANT staff to address errors identified by Payor/Guarantor organizations for submitted claims.
- On a monthly basis, Contractor will re-submit claims for Denials and Rebills based upon Payor/Guarantor remittance information:
 - For all Benefit Payors/Guarantors, Contractor will coordinate with the PARTICIPANT to address identified issues with denied/rebill claims
 - Contractor will generate and submit all Re-Billed claims based upon the claims outputs applicable for the Payor/Guarantor
 - Contractor and PARTICIPANT will manage all denials until each is worked to an appropriate conclusion
- Contractor will provide support to program staff for program processes required in the month-end process. Contractor and PARTICIPANT will work in good faith to address routine questions.

- Contractor will use all reasonable efforts to comply with all state billing and reporting requirements
- Contractor and PARTICIPANT will work together to identify consequential issues with the current functions of the Credible EHRS. Once an issue is determined to be “consequential”, Contractor and PARTICIPANT will coordinate the entry of a case/ticket into the provided support system. Contractor will provide on-going management of logged cases/tickets. Routine questions will not be tracked. Contractor will provide PARTICIPANT, upon request, a log of PARTICIPANT’s requests for support.
- Lassen County Behavioral Health [PARTICIPANT] has a separate contract with Partnership Health Plan (PHP) to claim Drug Medi-Cal ODS services. Contractor will maintain Credible EHRS Rate Tables and Billing Matrix Lines (BMLs) with information provided by the PARTICIPANT. Contractor does not have a direct agreement with Partnership Health Plan. Therefore, communication and documentation must be provided to, or come directly from, PARTICIPANT. Contractor will support PARTICIPANT to the best of their ability within the scope of this agreement.

PARTICIPANT Specific Scope:

THIS SECTION HAS BEEN INTENTIONALLY LEFT BLANK.

F. Pricing and Payment Terms

Pricing: \$30,500.00

Standard Revenue Cycle Management Scope	
Description	Annual Subscription
Base Revenue Cycle Management Services	\$30,500.00
Tier 2 - Ongoing end-user support for RCM Services is included under the scope of the Support and Application Management Services (AMS) agreements.	
PARTICIPANT – Specific Revenue Cycle Management Scope	
Description	Annual Subscription
Nothing added at this time	N/A

Payment Terms:

Subscription fees are to be initiated one month prior to the PARTICIPANT's initial/productive use of the Credible EHRS (aka "Go-Live"). Should these Revenue Cycle Management Services be engaged for a PARTICIPANT organization who is already leveraging the Credible EHRS to support their daily operations, subscription fees will be initiated upon agreement execution.

G. Change Management

Any modifications to the scope of services must be mutually agreed upon in writing and documented as a change order.

Exhibit A-4 Scope of Work

State Reporting

A. Purpose

The objective of this engagement is for Kings View Professional Services [Contractor] to provide **Lassen County** [PARTICIPANT] professional services related to the management and submission of “State Reporting” based upon current requirements from the California Department of Health Care Services [DHCS] using the Credible Electronic Health Record System [Credible EHRS] or other methods of data collection and reporting agreed to by both Contractor and PARTICIPANT.

B. Process Overview

Under current regulations from the California Department of Health Care Services, County Behavioral Health Plans (BHP) must collect and report data from its entire network of providers. The network of providers within any County Behavioral Health Plan can be comprised of a mix of County Operated Programs and/or Contracted Providers. Regardless of the systems used by the different provider organizations, the required state reporting data must be entered within the County’s Credible EHRS, unless an alternative data collection method is identified, so that the aggregated data for the entire Behavioral Health Plan can be submitted on a regular schedule.

Under this scope of work, Contractor staff will, on a schedule defined and agreed to by both parties:

- Use the PARTICIPANT’s Credible EHRS or other specified data source to compile State Reporting Data,
- Inform PARTICIPANT of issues and errors identified during the compile,
- Assist in the research and root cause analysis of such issues,
- Generate reporting outputs,
- When appropriate submit reporting data via means provided by PARTICIPANT and applicable state agencies.

Contractor will furthermore maintain the configuration required in PARTICIPANT’s Credible EHRS, unless the configuration is otherwise specified and made the responsibility of the county, to successfully and completely compile State Reporting data collected by the programs/providers of the Behavioral Health Plan. Finally, under this scope, Contractor will provide consultative services and other input to assist PARTICIPANT and the vendor of the

Credible EHRS to evaluate, design and implement any changes to the requirements or data dictionaries provided by DHCS for State Reporting requirements.

C. Prerequisites and Participant Responsibilities

Successful utilization of any Electronic Health Record system by a healthcare organization requires the completion of several prerequisites associated with the availability of technology infrastructure and end-user training. Consistent and successful management and submission of State Reporting data by Contractor staff presumes the completion of prerequisite activities by the PARTICIPANT.

PARTICIPANT Responsibilities:

- PARTICIPANT will designate and consistently maintain a primary and secondary point of contact for operational coordination throughout this engagement.
- Collection and submission of State Reporting data encompasses key administration activities like client registration, appointment scheduling, service/encounter documentation, etc. Responsibility for the collection and entry of this data spans across a wide user base. Therefore, as it pertains to State Reporting requirements, PARTICIPANT will:
 - Provide or otherwise make available to appropriate User Access to the Credible EHRS for PARTICIPANT and/or Provider staff responsible for collecting State Reporting data
 - Provide or otherwise make available to all applicable users training on:
 - basics of State Reporting requirements and associated data collection and error resolution
 - specifics of how associated activities are managed/executed within the Credible EHRS
 - limitations of access or function within the Credible EHRS based upon the user's role/function within the organization
 - limitations of the application based upon currently available functions of the Credible EHRS
- PARTICIPANT will, in a timely fashion, complete all requirements to ensure all Programs/Providers are enrolled and/or credentialed with necessary state agencies or systems (e.g. PIMS) and provide to Contractor all relevant data so the Credible EHRS can be kept current.

- PARTICIPANT will, in a timely fashion, provide to Contractor any user/password, submitter identifiers, or other criteria necessary to manage manual or electronic transactions with DHCS or other receivers of required reporting.
- PARTICIPANT and its agents within Contract Provider Agencies will be solely responsible for the gathering of and entry into the Credible EHRS all required State Reporting documents/data unless otherwise agreed to under this scope.
- PARTICIPANT is responsible for submission of reports that are not specified under the Contractor Deliverables and responsibilities. Such instances include:
 - Timely Access Data Tool (TADT)
 - Care Act
 - Penetration Reports
- PARTICIPANT is responsible for notifying Contractor of new and revised reporting requirements upon receiving notification of such from the state Department of Health Care Services (DHCS).

D. Exclusions and Volume Limits

Professional Services to be provided by Contractor under the terms of this agreement and the associated scope, have been calculated based upon variables including:

- Participant Organization Size – Based upon lines of business, program/provider network size, and user counts
- Credible EHRS Modules Implemented at the initiation of State Reporting professional services
- Staffing variables within PARTICIPANT organization
- Current state reporting requirements as defined by California Department of Health Care Services (DHCS)

Should changes in these variables occur during the effective timeframe of this agreement, Contractor and the PARTICIPANT agree to initiate discussions focused on augmenting this service agreement with the additional resources necessary to implement needed system configurations and provide on-going support associated with the increased volume or complexity.

State Reporting requirements are generally well established and defined in a manner that has allowed EHR vendors to design the data collection, compile logic, and submission protocol to meet such requirements. It is common for ad hoc and/or temporary data

requests or reports to be requested by DHCS or other government agencies. The Credible EHRS is a commercial off the shelf application with established features, functions, and reports. Contractor professional services related to the submission of California State Reporting is governed by the boundaries of the inherent functionality of the application. As such, requests for features, functions, and reports not already available within the application are not covered under this scope of work. Such requests can be submitted to, and will be logged by, the Contractor State Reporting team, but all subsequent follow-up and related activities fall within the scope of “Application Management Services” agreements.

In the event new electronic reporting requirements are requested by DHCS during the term of this agreement, Contractor Application Management Services staff will coordinate the software development process, testing, and implementation of the new reporting functions utilizing Contractor State Reporting Staff as analysts and subject matter experts. While the master service agreement between Contractor and Qualifacts states that the Credible EHRS will be enhanced/maintained to meet any/all state reporting requirements requested by DHCS, PARTICIPANT agrees that new functionality constitutes an implementation effort. As such, professional service to support the implementation (e.g. any training of County and/or Contract Provider Staff) is outside this scope of services and will require a Change Order to support such efforts.

E. Contractor Deliverables and Responsibilities

Within the scope of services agreed to between PARTICIPANT and Contractor under the terms of this engagement, are the following deliverables and responsibilities:

Standard Scope:

- Contractor will leverage reports or utilities currently available in the Credible EHRS to perform data review to ensure data from PARTICIPANT’S software meets requirements for electronic submission to DHCS.
- Contractor will configure Credible EHRS to preposition formatting or organizational data required for State Reporting submissions, but not accessible in the system by PARTICIPANT. For Example:
 - Organization and Site information for 274 Reporting,
 - Organization and Site information for Provider Directory API
- Contractor will edit, create, and submit/download the following electronic files on behalf of PARTICIPANT:

- Client and Service Information (CSI)
- Child and Adolescent Needs and Strengths (CANS) (aka FAST Reporting)
- Pediatric Symptom Checklist (PSC 35) (aka FAST Reporting)
- 274 Network Reporting - MH and ODS
- Plan Data Feed Finder Files and Response Files
- MMEF Files

In the event new electronic reporting requirements are requested by DHCS, during the term of this agreement, Contractor will review feasibility of submission and develop process to upload to appropriate agency. PARTICIPANT agrees any additional fees will be included as an addendum to this agreement.

PARTICIPANT Specific Scope:

F. Pricing and Payment Terms

Pricing: \$24,800.00

Standard State Reporting Scope	
Description	Annual Subscription
Base State Reporting Services	\$24,800.00
Tier 2 - Ongoing end-user support for Data Services is included under the scope of the Support and Application Management Services (AMS) agreements.	
PARTICIPANT-Specific State Reporting Scope	
Description	Annual Subscription

Payment Terms:

Subscription fees are to be initiated one month prior to the PARTICIPANT’s initial/productive use of the Credible EHRS (aka “Go-Live”). Should these State Reporting Professional Services be engaged for a PARTICIPANT organization who is already leveraging the Credible EHRS to support their daily operations, subscription fees will be initiated upon agreement execution.

G. Change Management

Any modifications to the scope of services must be mutually agreed upon in writing and documented as a change order.

Exhibit A-5 Scope of Work

Health Information Analytics

A. Purpose

Analytic dashboard products and services provide organizations with real-time, visual, and interactive representations of key performance indicators (KPIs), metrics, and data insights to support informed decision-making. These tools are used to monitor business performance, identify trends, track operational efficiency, and enable data-driven strategies.

The objective of this engagement is for Kings View Professional Services [Contractor] to provide **Lassen County** [PARTICIPANT] subscription to and support of Analytics Dashboards designed and developed by Contractor that use data aggregated from the PARTICIPANT's Electronic Health Record [EHR] application.

There are three categories of deliverables included within the scope of this engagement:

- Data Analytics Platform
- Pre-Defined Contractor Dashboards
- Support and Customization Professional Services for the Contractor developed Dashboards

B. Process Overview

In order to deliver Analytic Dashboards, a comprehensive software system referred to as an Analytics Platform must be implemented to collect, process, analyze, and visualize data. Per the scope of this agreement, Contractor will either; leverage the Analytics Platform provided by PARTICIPANT's EHR vendor, or implement software and processes necessary to establish an Analytic Platform. PARTICIPANT understands that Contractor utilizes software tools licensed from third parties in the development and delivery of the pre-defined Dashboards. Third party software license fees and costs are included in the monthly subscription cost for the Analytics Platform.

Contractor has designed and developed a series of analytics Dashboards designed to focus on key areas of interest to Behavioral Health organizations. Under the scope of this agreement PARTICIPANT has selected a number of Dashboards and these are to be provided to PARTICIPANT via a subscription model.

Upon implementation of the PARTICIPANT's EHR, the Data Analytics Platform, and deployment of the selected Dashboards, Contractor will provide on-going professional services via a subscription model to deliver Training, Support, and Customization of the selected Dashboards.

Customization of the selected Dashboards will be provided under two use cases. The first use case is where changes in the market, State/Federal requirements, or systems/applications involved have resulted in the selected Dashboards no longer meeting the intended purpose or use. In this situation, Contractor will make updates to delivered Dashboards or deploy new Dashboards to meet the original intent and usage.

The second use case is where PARTICIPANT is requesting modifications or optimizations of the selected Dashboards. In this situation, as long as the requested modifications are in alignment with the intended purpose and utilization of the selected Dashboard, Contractor and PARTICIPANT will engage in good faith in a design and development effort to introduce the proposed changes. Based upon design discussions a functional specification will be created and must be approved by PARTICIPANT prior to development efforts by the Contractor. When the updated Dashboards are deployed, PARTICIPANT will have 5 weeks to identify issues where the delivered changes do not meet requirements identified in the approved functional specification. If testing feedback is not provided within the 5 week period after deployment, or issues identified during testing were not part of the approved specification, deployed Dashboards will be considered 'approved' and any subsequent design and development efforts will require additional funding or be performed at the discretion of the Contractor.

Requests for the design and development of new Analytics Dashboards, including requests to modify selected Dashboards substantially beyond their intended purpose or utilization, are not covered under this scope. Such professional services can be engaged on a time and material basis through a written change order.

The Analytics Platform, Professional Services, and Dashboards (including those developed through funded design and development efforts) are provided under a subscription model and therefore access, use, and/or services are only effective while the subscription is active.

C. Prerequisites and Participant Responsibilities

Successful application of Analytics Dashboard solutions or services requires the completion of several prerequisites associated with the availability of technology infrastructure and end-user training. Consistent and successful generation of analytics

data by Contractor technicians presumes the completion of prerequisite activities by the PARTICIPANT.

PARTICIPANT Responsibilities:

- PARTICIPANT grants Contractor a non-exclusive, non-transferable license to extract data from PARTICIPANT's electronic health record system, including protected health information or personally identifiable information. PARTICIPANT also grants Contractor a non-exclusive, non-transferrable license to receive other data from PARTICIPANT via direct database connection, or other file transfer methodology, in order to incorporate into Dashboards. When necessary, PARTICIPANT grants Contractor the right to de-identify their data and store it in a data warehouse. This license does not confer on Contractor any right to share PHI with third parties other than Contractor subcontractors who are bound by a Business Associate Agreement or Qualified Service Provider Agreement under HIPAA or 42 CFR Part 2, respectively.
- PARTICIPANT will make available to staff and other users of the County EHR, adequate training on:
 - basics of their job responsibilities
 - specifics of how associated job activities are managed/executed within the County EHR
 - limitations of the application based upon currently available functions of the County EHR
- PARTICIPANT will make available to staff and other users of the selected Dashboards, adequate training on:
 - basics of Key Performance Indicators related to clinical outcomes measures, PIPs, and State/Federal regulations
 - specifics of how activities managed/executed within the County EHR impact downstream data aggregation represented via the Dashboards
 - limitations based upon functions of the County EHR, the selected Dashboards and the Business Intelligence software utilized

By meeting these prerequisites, end users can ensure they are using the application responsibly and in compliance with the established agreements and policies.

D. Constraints and Scope Limits

The Dashboards designed and developed by Contractor offer powerful tools for visualizing, interpreting, and acting on data. However, they, like all analytic dashboards and business

intelligence software, come with several constraints. In some instances, these constraints may lead PARTICIPANT to seek custom design and development of Dashboards.

Constraints:

- Data Quality Dependency - Dashboards are only as accurate as the data feeding them. Poor data quality—such as incomplete, outdated, or inconsistent data—can lead to incorrect insights and decisions.
- Lack of Context - Dashboards often present metrics without sufficient background or explanatory narrative, leading to misinterpretation.
- Static Visualizations - Many dashboards provide static or pre-defined visualizations that limit the user's ability to explore data beyond preset filters or dimensions.
- Over-Reliance on Historical Data - BI dashboards typically focus on past performance and trends. Predictive or real-time analytics often require separate, more advanced tools.
- User Skill Gaps - Users may lack the data literacy to interpret visualizations correctly or ask the right questions of the data.
- Latency Issues - Data in dashboards may be delayed (e.g., updated daily or hourly), reducing their utility for real-time decision-making.
- Scalability and Performance Constraints - As data volume and complexity grow, dashboards can become slow or fail to render meaningful insights without optimization.

Scope Limits:

Under the scope of this engagement, Contractor will deliver the selected Dashboards that have been designed to provide Behavioral Health organizations with data insights to support informed decision-making.

Should the needs of the PARTICIPANT evolve beyond the design or capabilities of these selected Dashboards, consultative services to design and develop custom dashboards may be requested. Such professional services can be engaged on a time and material basis through a written change order.

Any modifications to the scope of services must be mutually agreed upon in writing and documented as a change order.

Any custom dashboards created become a part of Contractor's library of dashboards available to all customers.

E. Contractor Deliverables and Responsibilities

- If PARTICIPANT does not use a Data Analytics Platform provided by their EHR vendor, Contractor will be responsible to provide infrastructure, software and associated licensing, and services including but not limited to:
 - Data Integration and Management
 - Data Connectors/APIs
 - Data Ingestion processes and protocols
 - Data warehouse/storage
 - Data Preparation and Modeling
 - Data Cleansing and Transformation
 - De-Identification of Data
 - Data Modeling
 - Visualization and Reporting
 - Business Intelligence Software
 - Dashboard Development
 - Platform Administration and Management
 - User & Role Management
 - Performance Monitoring
 - Integration with Enterprise Systems

- For selected Dashboards, PARTICIPANT will receive remote training for up to 30 super users per training session. Remote training shall not exceed 8 hours per calendar year. The training will cover the features and functionality of selected Dashboards, business use cases and scenarios that can be explored using Dashboards. The training sessions will be scheduled in conjunction with PARTICIPANT's management.

- Contractor will monitor and maintain dashboards utilized by PARTICIPANT to assure performance and compliance standards

- Contractor will modify and enhance selected Dashboards as needed to incorporate new functionality or meet State and Federal requirements as mutually agreed to by Contractor and PARTICIPANT

- prior to any upgrade. Customer maintains the right not to include the proposed changes or functionality into their dashboards.

- Contractor will provide consultative services to PARTICIPANT key resources to review the selected Dashboards in concert with current workflows and identify potential PARTICIPANT-specific views from the existing data. If the proposed modifications are in alignment with the intended purpose and utilization of the selected Dashboard, Contractor and PARTICIPANT will engage in good faith in a design and development effort to introduce the proposed changes.
- Contractor will refresh all dashboards based upon a timetable mutually agreed to by Contractor and PARTICIPANT.
- For the purpose of Dashboard utilization Contractor will monitor, maintain, and provide access to Business Intelligence software licenses for PARTICIPANT users.

F. Pricing and Payment Terms

Pricing: \$45,000 Annually

Description
Data Analytics Platform Subscription
EHR Vendor Provided Analytics Platform
Tier 2 - Ongoing end-user support for HIA Services is included under the scope of the Support and Application Management Services (AMS) agreements.
Pre-Defined Contractor Dashboard Subscriptions
Access Log/CSI & TADT
ANSA
Appointment Type
Assignments
CANS
Care Court
Caseload
Claims Reconciliation
Client Status Statistics
Corrections
Crisis
Demographics
DLA-20
High Utilizer
Homeless \ Housing (HMIS)

Medication Tracking
PHQ9/GAD7 or Similar
Productivity
PSC 35

Payment Terms:

All solutions and services are provided under a subscription-based model. Subscription fees are to be initiated upon deployment of Analytics Platform and selected Dashboards as demonstrated by successful generation of selected Dashboards using PARTICIPANT data.

G. Change Management

Any modifications to the scope of services must be mutually agreed upon in writing and documented as a change order.

EXHIBIT B - COMPENSATION

Lassen County Behavioral Health

Kings View Professional Services - Support Agreements

FY 2025-2026

Scope #	Program Service Description	Funding Source	Unit Type	Rate	Total Units #	Total
A.1 to A.5	Electronic Health Record Systems Support	Realignment /MHSA/ SUD	Monthly	\$ 24,968.82	12	\$ 299,625.88
B.1	Credible Electronic Health Record System Software as a Service (SAAS)	Realignment /MHSA/ SUD	Monthly	\$ 7,450.41	12	\$ 89,404.89
B.1	Credible Electronic Health Record System Software as a Service (SAAS) Inovalon RCM Private Insr	Realignment /MHSA/ SUD	One Time Set Fee	\$ 1,500.00	1	\$ 1,500.00
B.1.2	On-Site Training Cost to include: Lodging, Travel, and Per Diem	Realignment /MHSA/ SUD	Annual	\$ 5,000.00	TBD	\$ 5,000.00
FY 2025-2026 Contract Amount						\$ 395,530.77

FY 2026-2027

Scope #	Program Service Description	Funding Source	Unit Type	Rate	Total Units #	Total
A.1 to A.5	Electronic Health Record Systems Support	Realignment /MHSA/ SUD	Monthly	\$ 25,842.73	12	\$ 310,112.79
B.1	Credible Electronic Health Record System Software as a Service (SAAS)	Realignment /MHSA/ SUD	Monthly	\$ 7,602.26	12	\$ 91,227.16
B.1.2	On-Site Training Cost to include: Lodging, Travel, and Per Diem	Realignment /MHSA/ SUD	Annual	\$ 5,000.00	TBD	\$ 5,000.00
FY 2026-2027 Contract Amount						\$ 406,339.95

FY 2027-2028

Scope #	Program Service Description	Funding Source	Unit Type	Rate	Total Units #	Total
A.1 to A.5	Electronic Health Record Systems Support	Realignment /MHSA/ SUD	Monthly	\$ 26,876.44	12	\$ 322,517.30
B.1	Credible Electronic Health Record System Software as a Service (SAAS)	Realignment /MHSA/ SUD	Monthly	\$ 7,759.43	12	\$ 93,113.21
B.1.2	On-Site Training Cost to include: Lodging, Travel, and Per Diem	Realignment /MHSA/ SUD	Annual	\$ 5,000.00	TBD	\$ 5,000.00
FY 2027-2028 Contract Amount						\$ 420,630.51

Contract Maximum for term of contract

\$ 1,222,501.22



EXHIBIT B-1

**CREDIBLE ELECTRONIC HEALTH RECORD SYSTEM
SOFTWARE AS A SERVICE (SaaS)**

FY 2025-2026						
Item	Description	Subscription Type	QTY	Unit Price	Monthly	Annual
CRBIReporting	Configurable Reporting Tool	Base Subscription	1	\$ 550.00	\$ 550.00	\$ 6,600.00
CRStateReporting	State Reporting	Base Subscription	1	\$ 300.00	\$ 300.00	\$ 3,600.00
ConnectModule	HIE Connect	Base Subscription	1	\$ 299.00	\$ 299.00	\$ 3,588.00
CRDSM5	DSM-5 Classifications	Base Subscription	36	\$ 1.25	\$ 45.00	\$ 540.00
CREPCS	Controlled Substance Prescribing	Base Subscription	4	\$ 40.00	\$ 160.00	\$ 1,920.00
CRReRx	eRx	Base Subscription	4	\$ 69.00	\$ 276.00	\$ 3,312.00
CRNamed	Subscription Fee - Credible Named Users	Base Subscription	54	\$ 80.35	\$ 4,338.74	\$ 52,064.89
CRStorage	Document Storage Per 50 GB's of Storage	Base Subscription	1	\$ 100.00	\$ 100.00	\$ 1,200.00
CREnhancedClientEng	Enhanced Client Engagement	Base Subscription	1000	\$ 0.17	\$ 170.00	\$ 2,040.00
RealTimeELIG	Real Time Eligibility - Inovalon	Base Subscription	1200	\$ 0.10	\$ 120.00	\$ 1,440.00
Inovalon Claims	Inovalon Claims Private Insr	Base Subscription	50	\$ 0.10	\$ 5.00	\$ 60.00
CRReLabs	eLabs	Base Subscription	4	\$ 30.00	\$ 120.00	\$ 1,440.00
Mobile	Mobile	Base Subscription	1	\$ 800.00	\$ 800.00	\$ 9,600.00
Excess	Excess Usage	Excess potential	1	\$ 2,000.00	TBD	\$ 2,000.00
					\$ 7,283.74	\$ 89,404.89

ONE TIME SETUP FEES						
Detail	Service	Effective Date	Qty	Unit Cost	Net Cost Due	
Inovalon Private Insr	Inovalon Claims RCM Private INSR - Setup Fee	Upon Go Live Date	1	\$ 1,500.00	\$ 1,500.00	One Time
					\$ 1,500.00	

\$ 90,904.89 TOTAL FY 25-26

Quantities included herein are contractual minimums regardless of actual usage by the Customer. If Customer's actual usage exceeds contracted amounts in a given month, County will be invoiced for the actual peak number of Users/Prescribers for that month, provided, however, that actual Users that exceed contracted user counts in a given month will be invoiced at 105% of current sales price.

Subject to 5% vendor annual increase. SaaS is a passthrough to Credible. The cost is an estimate; the County only gets charged for what is used. Modules are billed as they go LIVE. This applies throughout the term of this agreement. Any New modules will be added via an amendment.

EXHIBIT B-1

FY 2026-2027						
Item	Description	Subscription Type	QTY	Unit Price	Monthly	Annual
CRBIReporting	Configurable Reporting Tool	Base Subscription	1	\$ 550.00	\$ 550.00	\$ 6,600.00
CRStateReporting	State Reporting	Base Subscription	1	\$ 300.00	\$ 300.00	\$ 3,600.00
ConnectModule	HIE Connect	Base Subscription	1	\$ 299.00	\$ 299.00	\$ 3,588.00
CRDSM5	DSM-5 Classifications	Base Subscription	36	\$ 1.25	\$ 45.00	\$ 540.00
CREPCS	Controlled Substance Prescribing	Base Subscription	4	\$ 40.00	\$ 160.00	\$ 1,920.00
CReRx	eRx	Base Subscription	4	\$ 69.00	\$ 276.00	\$ 3,312.00
CRNamed	Subscription Fee - Credible Named Users	Base Subscription	54	\$ 83.16	\$ 4,490.60	\$ 53,887.16
CRStorage	Document Storage Per 50 GB's of Storage	Base Subscription	1	\$ 100.00	\$ 100.00	\$ 1,200.00
CREnhancedClientEng	Enhanced Client Engagement	Base Subscription	1000	\$ 0.17	\$ 170.00	\$ 2,040.00
RealTimeELIG	Real Time Eligibility - Inovalon	Base Subscription	1200	\$ 0.10	\$ 120.00	\$ 1,440.00
Inovalon Claims	Inovalon Claims Private Insr	Base Subscription	50	\$ 0.10	\$ 5.00	\$ 60.00
CReLabs	eLabs	Base Subscription	4	\$ 30.00	\$ 120.00	\$ 1,440.00
Mobile	Mobile	Base Subscription	1	\$ 800.00	\$ 800.00	\$ 9,600.00
Excess	Excess Usage	Excess potential	1	\$ 2,000.00	TBD	\$ 2,000.00
					\$ 7,435.60	\$ 91,227.16

FY 2027-2028						
Item	Description	Subscription Type	QTY	Unit Price	Monthly	Annual
CRBIReporting	Configurable Reporting Tool	Base Subscription	1	\$ 550.00	\$ 550.00	\$ 6,600.00
CRStateReporting	State Reporting	Base Subscription	1	\$ 300.00	\$ 300.00	\$ 3,600.00
ConnectModule	HIE Connect	Base Subscription	1	\$ 299.00	\$ 299.00	\$ 3,588.00
CRDSM5	DSM-5 Classifications	Base Subscription	36	\$ 1.25	\$ 45.00	\$ 540.00
CREPCS	Controlled Substance Prescribing	Base Subscription	4	\$ 40.00	\$ 160.00	\$ 1,920.00
CReRx	eRx	Base Subscription	4	\$ 69.00	\$ 276.00	\$ 3,312.00
CRNamed	Subscription Fee - Credible Named Users	Base Subscription	54	\$ 86.07	\$ 4,647.77	\$ 55,773.21
CRStorage	Document Storage Per 50 GB's of Storage	Base Subscription	1	\$ 100.00	\$ 100.00	\$ 1,200.00
CREnhancedClientEng	Enhanced Client Engagement	Base Subscription	1000	\$ 0.17	\$ 170.00	\$ 2,040.00
RealTimeELIG	Real Time Eligibility - Inovalon	Base Subscription	1200	\$ 0.10	\$ 120.00	\$ 1,440.00
Inovalon Claims	Inovalon Claims Private Insr	Base Subscription	50	\$ 0.10	\$ 5.00	\$ 60.00
CReLabs	eLabs	Base Subscription	4	\$ 30.00	\$ 120.00	\$ 1,440.00
Mobile	Mobile	Base Subscription	1	\$ 800.00	\$ 800.00	\$ 9,600.00
Excess	Excess Usage	Excess potential	1	\$ 2,000.00	TBD	\$ 2,000.00
					\$ 7,592.77	\$ 93,113.21

Grand Total for Credible SaaS \$ 275,245.26



EXHIBIT C

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit shall constitute the Business Associate Agreement (the "Agreement") between Kings View Professional Services Corporation, (the "Business Associate") and the County of [COUNTY FULL NAME] (the "Covered Entity") and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, "Services"), that are identified in the Master Agreement (as defined below).

1. **Purpose.** This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to "Protected Health Information" (as defined below) that the Business Associate may create, receive, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity, and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act").
2. **Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.
3. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in Sections 160.103, 164.304 and 164.501.
 - (a) **Business Associate.** "Business Associate" shall mean the party identified above as the "Business Associate".
 - (b) **Breach.** "Breach" shall have the same meaning as the term "breach" in Section 164.402.
 - (c) **Covered Entity.** "Covered Entity" shall mean the County of Sutter, a hybrid entity, and its designated covered components, which are subject to the Standards for Privacy and Security of Individually Identifiable Health Information set forth in Parts 160 and 164.
 - (d) **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
 - (e) **Electronic Protected Health Information.** "Electronic Protected Health Information" ("EPHI") is a subset of Protected Health Information and means individually identifiable health information that is transmitted or maintained in electronic media,

limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

- (f) Individual. "Individual" shall have the same meaning as the term "Individual" in Section 164.103 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- (g) Master Agreement. "Master Agreement" shall mean the contract or other agreement to which this Exhibit is attached and made a part of.
- (h) Minimum Necessary. "Minimum Necessary" shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Section 164.514(d): Standard: Minimum Necessary.
- (i) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at Part 160 and Part 164, Subparts A and E.
- (j) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (k) Required By Law. "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- (l) Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his/her designee.
- (m) Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.
- (n) Security Rule. "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- (o) Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in Section 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

4. Compliance with the HIPAA Privacy and Security Rules.

- (a) Business Associate acknowledges that it is required by Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308

through 164.316, and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.

- (b) Business Associate agrees not to use or further disclose Protected Health Information other than as permitted or required by this Agreement, or as required by law.

5. Permitted Uses and Disclosures.

- (a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
- (b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (c) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).
- (e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j).

6. Appropriate Safeguards.

- (a) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary rules, regulations and statutes.

- (b) To the extent practicable, Business Associate will secure all Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable standards or guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.

7. Reporting Unauthorized Uses and Disclosures.

- (a) Business Associate agrees to notify Covered Entity of any breach, or security incident involving Unsecured Protected Health Information of which it becomes aware, including any access to, or use or disclosure of Protected Health Information not permitted by this Agreement. Such notification will be made within five (5) business days after discovery and will include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available information that the Covered Entity is required to include in its notification to the Individual under Section 164.404(c) at the time of the initial report or promptly thereafter as the information becomes available.
- (b) In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.
- (c) A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Business Associate or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Business Associate.
- (d) In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to this Agreement and the Master Agreement.

8. Mitigating the Effect of a Breach, Security Incident, or Unauthorized Access, Use or Disclosure of Unsecured Protected Health Information.

- (a) Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or

disclosure of Unsecured Protected Health Information by Business Associate or its employees, officers, subcontractors, agents, or other representatives.

- (b) Following a breach, security incident, or any unauthorized access, use or disclosure of Unsecured Protected Health Information, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make said documentation available to Covered Entity.
- (c) Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any Individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice.

9. Indemnification.

- (a) Business Associate agrees to hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 8, above.
- (b) Business Associate agrees to assume responsibility for any and all costs associated with the Covered Entity's notification of Individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which Covered Entity is a party.
- (c) Business Associate agrees to hold harmless, defend at its own expense and indemnify Covered Entity and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts or omissions hereunder. Business Associate's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.

10. Individuals' Rights.

- (a) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under Section 164.524.
- (b) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.
- (c) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- (d) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 10(c) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- (e) Business Associate agrees to comply with any restriction to the use or disclosure of Protected Health Information that Covered Entity agrees to in accordance with Section 164.522.

11. Obligations of Covered Entity.

- (a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.
- (b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

12. Agents and Subcontractors of Business Associate.

- (a) Business Associate agrees to ensure that any agent, subcontractor, or other

representative to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement to Business Associate with respect to such information, including the requirement to promptly notify the Business Associate of any instances of unauthorized access to or use or disclosure of Protected Health Information of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity.

- (b) Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

13. Audit, Inspection, and Enforcement.

- (a) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by Business Associate on behalf of, Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.

- (b) With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of Protected Health Information to determine compliance with the terms of this Agreement. Business Associate shall promptly correct any violation of this Agreement found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this Agreement.

14. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

15. Term and Termination.

- (a) The terms of this Agreement shall remain in effect for the duration of all services provided by Business Associate under the Master Agreement and for so long as Business Associate remains in possession of any Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this section that it is not feasible to return or destroy all Protected Health Information.
- (b) Upon termination of the Master Agreement, Business Associate shall recover any Protected Health Information relating to the Master Agreement and this Agreement

in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such Protected Health Information, in any form, in its possession and shall retain no copies. If Business Associate believes it is not feasible to return or destroy the Protected Health Information, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession, and (2) the specific reasons for such determination. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the Protected Health Information, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Master Agreement and this Agreement shall be extended to any Protected Health Information for so long as Business Associate maintains such Protected Health Information, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the Protected Health Information infeasible.

- (c) Covered entity may immediately terminate the Master Agreement if it determines that Business Associate has violated a material term of this Agreement.

16. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.

17. **Entire Agreement.** This Exhibit constitutes the entire HIPAA Business Associate Agreement between the parties and supersedes any and all prior HIPAA Business Associate Agreements between them.

18. **Notices.**

- (a) All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.
- (b) Any mailed notice, demand, request, consent, approval or communication that Covered Entity desires to give to Business Associate shall be addressed to Business Associate at the mailing address set forth in the Master Agreement.
- (c) Any mailed notice, demand, request, consent, approval or communication that Business Associate desires to give to Covered Entity shall be addressed to Covered Entity at the following address:

LASSEN County Health and Social Services
Attn: Tiffany Armstrong, Director
555 Hospital Lane
Susanville, CA 96130

(d) For purposes of subparagraphs (b) and (c) above, either party may change its address by notifying the other party of the change of address.

19. Lost Revenues; Penalties/Fines.

(a) Lost Revenues. Business Associate shall make Covered Entity whole for any revenues lost arising from an act or omission in billing practices by Business Associate.

(b) Penalties/Fines for Failure to Comply with HIPAA. Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.

(c) Penalties/Fines (other). Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.



ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Kings View 1396 W. Herndon Avenue Fresno, CA 93711	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Policy#: PLM-CB-SU0IOUZHk-004
 Carrier: Palomar Excess and Surplus Insurance Company
 Policy Term: 7/1/2025 To 7/1/2026
 Limit: \$4,000,000 / Retention: \$25,000

The COUNTY and its officers, employees and agents are named additional insured with respect to the operations of the named insured.
 Waiver of Subrogation on Workers Compensation applies in favor of certificate holder.



RE: Quality Comp, Inc.—Self-Insured Workers’ Compensation Group

To Whom It May Concern:

As proof of workers’ compensation coverage, I would like to provide you with the attached Certificate of Consent to Self-Insure issued to Quality Comp, Inc. by the California Department of Industrial Relations, Office of Self-Insurance Plans. This Certificate carries an effective date of December 1, 2004 and does not have an expiration date. The Quality Comp, Inc. program has excess insurance coverage with Safety National Casualty Corporation. Safety National is a fully licensed and admitted writer of Excess Workers’ Compensation Insurance in the State of California (NAIC #15105). The company is rated “A++ Superior” Category “XV” by A.M. Best & Company.

Specific Excess Insurance

Excess Workers’ Compensation: Statutory per occurrence excess of \$500,000

Employers Liability: \$1,000,000 Limit

Term of Coverage

Effective Date: January 1, 2026

Expiration: January 1, 2027

Please contact me if you have any questions or require additional information. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Jacqueline Harris".

Jacqueline Harris

Director of Underwriting

RPS Monument

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

NUMBER 4515

CERTIFICATE OF CONSENT TO SELF-INSURE

Quality Comp, Inc.

THIS IS TO CERTIFY, That (a CA corporation)

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.*



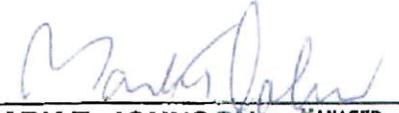
EFFECTIVE:

THE 1st DAY OF December 2004

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA


JOHN M. REA

DIRECTOR


MARK T. JOHNSON
MANAGER

* Revocation of Certificate.—“A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him.” (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2—Administration of Self-Insurance.

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF SELF-INSURANCE PLANS
1750 Howe Avenue, Suite 215
Sacramento, CA 95825
Phone No. (916) 464-7000
FAX (916) 464-7007



CERTIFICATION OF SELF-INSURANCE OF WORKERS' COMPENSATION

TO WHOM IT MAY CONCERN:

This certifies that Certificate of Consent to Self-Insure No. 4515 was issued by the Director of Industrial Relations to:

Quality Comp, Inc.

under the provisions of Section 3700, Labor Code of California with an effective date of **December 1, 2004**. The certificate is currently in full force and effective.

Dated at Sacramento, California
This day the 11th of December 2025

A handwritten signature in cursive script, appearing to read "Lyn Asio Booz".

Lyn Asio Booz, Chief

ORIG: Jackie Harris, Csr
Director Of Underwriting
Risk Placement Services / Rps Monument
7 Great Valley Parkway, Ste 290
Malvern, Pa 19355

NUMBER : 4515 - 0095

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

Kings View

(Name of Affiliate)

STATE OF INCORPORATION CA

Quality Comp, Inc.

(Master CertificateHolder)

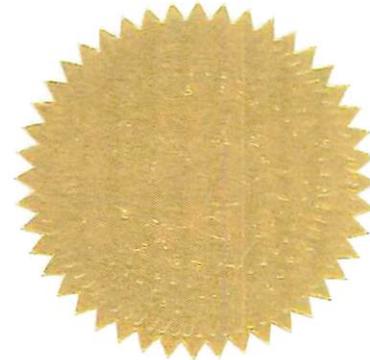
STATE OF INCORPORATION CA

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure, holder of Master Certificate No, 4515.

This certificate may be revoked at any time for good cause shown.*

EFFECTIVE DATE : January 1, 2017

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA



Lyn Asio Booz, Chief

Christine Baker, Director

*Revocation of Certificate.--"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of solvency of such employer, the inability of the employer to fulfill his obligations, or the practice of such employer or his agent in charge of the administration of obligations, under the this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him."(Section 3702 of Labor Code.) The Certificate may be revoked for non compliance with Title 8, California Administrative Code, Group 2 -- Administration of Self Insurance



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

Quality Comp, Inc. is a Group Self-Insurance Program authorized by the Office of Self-Insurance Plans to provide workers' compensation to approved members. The Board of Directors of Quality Comp, Inc. has authorized the Program Administrator to waive rights of subrogation in certain instances.

This change in coverage, effective 12:01 AM January 1, 2026 forms part of the member's coverage in Self-Insurance Group No. 4515.

Issued to Kings View Corporation

By Quality Comp, Inc.

The Program has the right to recover our payments from anyone liable for an injury covered by this employer. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this change shall be \$2,500

Schedule

Person or Organization

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS PROVIDED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

Job Description

BLANKET WAIVER OF SUBROGATION

Countersigned by 
Vicki Eberwein, Program Administrator, Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

GENERAL LIABILITY ENHANCEMENT: NONPROFIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$100,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$50,000 limit	2
Damage to Premises Rented to You	\$1,000,000	2
HIPAA	Clarification	3
Medical Payments	\$20,000	4
Medical Payments – Extended Reporting Period	3 years	4
Athletic Activities	Amended	4
Supplementary Payments – Bail Bonds	\$10,000	4
Supplementary Payment – Loss of Earnings	\$1,500 per day	4
Employee Indemnification Defense Coverage	\$25,000	4
Key and Lock Replacement – Janitorial Services Client Coverage	\$20,000 limit	4
Additional Insured – Newly Acquired Time Period	Amended	5
Additional Insured – Medical Directors and Administrators	Included	5
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	5
Additional Insured – Broadened Named Insured	Included	5
Additional Insured – Funding Source	Included	6
Additional Insured – Home Care Providers	Included	6
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	6
Additional Insured – Lessor of Leased Equipment	Included	6
Additional Insured – Grantors of Permits	Included	6
Additional Insured – Vendor	Included	6
Additional Insured – Franchisor	Included	7
Additional Insured – As Required by Contract	Included	7
Additional Insured – Owners, Lessees, or Contractors	Included	7
Additional Insured – State or Political Subdivisions	Included	7
Additional Insured – Trustees, Officials, Members of the Board of Governors, Rabbi, Clergymen or Deacons	Included	8
Duties in the Event of Occurrence, Claim or Suit	Included	8

Unintentional Failure to Disclose Hazards	Included	8
Transfer of Rights of Recovery Against Others To Us	Clarification	8
Liberalization	Included	8
Bodily Injury – includes Mental Anguish	Included	8
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	9
Aggregate Limit Per Location	Included	9

A. Extended Property Damage

Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability, Subsection 2. Exclusions, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability, Subsection 2. Exclusions, Paragraph b. Contractual Liability is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$100,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

C. Non-Owned Watercraft

Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability, Subsection 2. Exclusions, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1) is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property, unless the damage to property is caused by your client, up to a \$50,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

- 1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word “fire” is changed to “fire, lightning, explosion, smoke, or leakage from automatic fire protective systems” where it appears in:

- a. The last paragraph of **Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability, Subsection 2. Exclusions;** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

- b. **Section III – Limits of Insurance, Paragraph 6.** is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to anyone premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **Section V – Definitions, Paragraph 9.a.,** is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **Section IV – Commercial General Liability Conditions, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit Section of the Declarations is amended to the greater of:

- a) \$1,000,000; or
- b) The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability, is amended as follows:

1. **Paragraph 1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. **Paragraph 2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a) **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b) **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c) **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d) **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. Section V – Definitions is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If Coverage C – Medical Payments is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **Section III – Limits of Insurance** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part
2. **Section I – Coverage, Coverage C Medical Payments, Subsection 1. Insuring Agreement, a. (3) (b)** is deleted in its entirety and replaced by the following:
 - b) The expenses are incurred and reported to us within three years of the date of the Accident.

H. Athletic Activities

Section I – Coverage, Coverage C Medical Payments, Subsection 2. Exclusions, Paragraph e. Athletic Activities is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

Section I – Coverages, Supplementary Payments – Coverage A and B are amended as follows:

1.b. is deleted in its entirety and replaced by the following:

1. b. Up to \$10,000 for cost of bail bonds required because of accidents or traffic law Violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

1.d. is deleted in its entirety and replaced by the following:

1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,500 a day because of time off from work.

J. Employee Indemnification Defense Coverage

Section I – Coverages, Supplementary Payments – Coverage A and B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

K. Key and Lock Replacement – Janitorial Services Client Coverage

Section I – Coverages, Supplementary Payments – Coverage A and B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$20,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or anyone to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contractor work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;while that person is subject to your direction and control and performing services for you.
 - (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

Section II – Who Is An Insured is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is deleted in it's entirely and replaced by the following:
 - a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
 - a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co- "employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a. (1) (a) of form CG 00 01 as it applies to managers of a limited liability company.
 - c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
- (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises
- This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for your private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:
- This insurance does not apply to:
- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You**– Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.
- With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- h. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. **Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;

- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exception contained in Sub- paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
 - k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
 - i. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;
 in the performance of your ongoing operations for the additional insured when required by a contract.
- With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- m. **State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:
 - (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
 - (2) This insurance does not apply to:

(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) Bodily injury" or "property damage" included within the "products-completed operations hazard."

n. Your trustees, officials, members of the board of governors, Rabbi, Clergymen or Deacons but only with respect to their duties as such.

M. Duties in the Event of Occurrence, Claim or Suit

Section IV – Commercial General Liability Conditions, Paragraph 2. Is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

Section IV – Commercial General Liability Conditions, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

Section IV – Commercial General Liability Conditions, 8. Transfer of Rights of Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and helps us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of loss, provided the waiver is made in a written contract.

P. Liberalization

Section IV – Commercial General Liability Conditions, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

Section V – Definitions, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and

b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **Coverage B Personal and Advertising Injury Liability Coverage** is not otherwise excluded from this Coverage Part, the definition of “personal and advertising injury” is amended as follows:

1. **Section V – Definitions**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **Section V – Definitions**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

S. Aggregate Limit Per Location

Section III – Limits of Insurance and Section V – Definitions

1. Under **Section III – Limits of Insurance**, the General Aggregate Limit applies separately to each of your “locations” owned by or rented to you.
2. Under **Section V – Definitions**, the following definition is added as follows:

“Location” means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.