



**AMENDMENT NO. 1  
TO  
CONTRACT NO. MA-042-20012189  
FOR  
TARGETED CASE MANAGEMENT SERVICES**

This Amendment (“Amendment No. 1”) to Contract No. MA-042-2001219089 for Targeted Case Management Services is made and entered into on July 1, 2023 (“Effective Date”) between the COUNTY OF ORANGE, a political subdivision of the State of California (COUNTY), through its Health Care Agency, with a place of business at 405 W. 5<sup>th</sup> St., Ste. 600, Santa Ana, CA 92701, and The Priority Center (“Contractor”), a California nonprofit corporation with a place of business at 1940 Deere Ave., Ste. 100, Santa Ana, CA 92705. The Original Contract and this first Amendment are and shall continue to be administered by the Director of the COUNTY’s Health Care Agency or a Deputized designee (“ADMINISTRATOR”). CONTRACTOR and COUNTY may sometimes be referred to individually as “Party” or collectively as “Parties”.

**RECITALS**

WHEREAS, the Parties executed the Contract No. MA-042-20012189 for Targeted Case Management Services, effective July 1, 2020 through June 30, 2023; and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to renew the Contract for two years, effective July 1, 2023 through June 30, 2025, for County to continue receiving and Contractor to continue providing the services set forth in the Contract, to amend specific terms and conditions in the Contract, and to replace Exhibit A of the Contract with Exhibit A-1.

NOW THEREFORE, CONTRACTOR and COUNTY agree to amend the Contract as follows:

1. The Contract is renewed for a period of two years, effective July 1, 2023 through June 30, 2025, on the amended terms and conditions.
2. The section of the Contract, entitled, “**REFERENCED CONTRACT PROVISIONS**,” is deleted in its entirety and replaced with the following:

**“REFERENCED CONTRACT PROVISIONS**

**Term:** July 1, 2023 through June 30, 2025

Period One means the period from July 1, 2023 through June 30, 2024

Period Two means the period from July 1, 2024 through June 30, 2025

CONTRACTOR UEI Number:

VBZFQRXHYK4

CONTRACTOR TAX ID Number: 33-0013237

NOTICES TO COUNTY AND CONTRACTOR:

COUNTY: County of Orange  
Health Care Agency  
Procurement & Contract Services  
405 West 5th Street, Suite 600  
Santa Ana, CA 92701  
and  
LGA MAA/TCM Coordinator  
County of Orange/HCA Accounting  
400 W. Civic Center Drive, 3<sup>rd</sup> Floor  
Santa Ana, CA 92701

CONTRACTOR: The Priority Center  
1940 Deere Ave., Ste. 100  
Santa Ana, CA 92705  
Lisa Fujimoto, Executive Director and CEO”

- 1. Section III., entitled, “**COMPLIANCE**,” is deleted in its entirety and replaced with the following:

**“III. COMPLIANCE**

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

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

2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own Compliance Program, Code of Conduct and any Compliance related policies and procedures. CONTRACTOR’s Compliance Program, Code of Conduct and any related policies and procedures shall be verified by ADMINISTRATOR’s Compliance Department to ensure they include all required elements by ADMINISTRATOR’s Compliance Officer as described in this Section III (COMPLIANCE). These elements include:

- a. Designation of a Compliance Officer and/or compliance staff.
- b. Written standards, policies and/or procedures.
- c. Compliance related training and/or education program and proof of completion.

- d. Communication methods for reporting concerns to the Compliance Officer.
- e. Methodology for conducting internal monitoring and auditing.
- f. Methodology for detecting and correcting offenses.
- g. Methodology/Procedure for enforcing disciplinary standards.

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

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

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

B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Contract semi-annually to ensure that they are not designated as Ineligible Persons, as pursuant to this Contract. Screening shall be conducted against the General Services Administration's Excluded Parties List System or

System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, the California Medi-Cal Suspended and Ineligible Provider List, and the Social Security Administration Death Master File and/or any other list or system as identified by the ADMINISTRATOR.

1. For purposes of this Section III (COMPLIANCE), Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than one hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at the point when they work more than one hundred sixty (160) hours during the calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected to use its own).

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

- a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal and state health care programs; or
- b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.

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

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

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

Ineligible Person.

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

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

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

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

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

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

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

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

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

1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered Individuals relative to this Contract. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

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

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

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

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

E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

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

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

F. Failure to comply with the obligations stated in this Section III (COMPLIANCE) shall constitute a breach of the Contract on the part of CONTRACTOR and ground for COUNTY to

terminate the Contract. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults grounded on this Section III (COMPLIANCE) prior to ADMINISTRATOR's right to terminate this Contract on the basis of such default."

4. Section VII, entitled, "**DELEGATION AND ASSIGNMENT**," is deleted in its entirety and replaced with the following:

**"VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

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

3. If CONTRACTOR is a governmental organization, any change to another structure,

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

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

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

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

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

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

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

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

D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's status with respect to name changes that do not require an assignment of the Contract. CONTRACTOR is also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect the CONTRACTOR's performance under the Contract, as well as any potential conflicts of interest between CONTRACTOR and County that may arise prior to or during the period of Contract performance. While CONTRACTOR will be required to provide this information without prompting



from COUNTY any time there is a change in CONTRACTOR's name, conflict of interest or litigation status, CONTRACTOR must also provide an update to COUNTY of its status in these areas whenever requested by COUNTY."

5. Section XI, entitled, "**INDEMNIFICATION AND INSURANCE**," is deleted in its entirety and replaced with the following:

**"XI. INDEMNIFICATION AND INSURANCE**

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

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

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

D. All self-insured retentions SIRs shall be clearly stated on the Certificate of Insurance. Any SIRs in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be

approved by the County’s Risk Manager, or designee. The COUNTY reserves the right to require current audited financial reports from CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR will indemnify the County for any and all claims resulting or arising from CONTRACTOR’S services in accordance with the indemnity provision stated in this Contract. If CONTRACTOR’s SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

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

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

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

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

F. QUALIFIED INSURER

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory

Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

#### H. REQUIRED COVERAGE FORMS

1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a substitute form providing liability coverage at least as broad.

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

#### I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

M. If CONTRACTOR's Professional Liability and Network Security & Privacy Liability are "Claims Made" policy(ies), CONTRACTOR shall agree to the following:

1. The retroactive date must be shown and must be before the date of the contract or the beginning of the contract services.

2. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of the Contract.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

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

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

P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall constitute a breach of CONTRACTOR's obligation hereunder and ground for termination of this Contract by COUNTY.

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

R. SUBMISSION OF INSURANCE DOCUMENTS

1. The COI and endorsements shall be provided to COUNTY as follows:
  - a. Prior to the start date of this Contract.
  - b. No later than the expiration date for each policy.
  - c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph G, above.
2. The COI and endorsements shall be provided to the COUNTY at the address as specified in the Referenced Contract Provisions of this Contract.
3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Contract by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:
  - a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Contracts between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Contract are submitted to ADMINISTRATOR.
  - b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business day, pursuant to any and all Contracts between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Contract are submitted to ADMINISTRATOR.
  - c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR's monthly invoice.
4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.”
6. Section XVIII, entitled, “**RECORDS MANAGEMENT AND MAINTENANCE**,” Sub-Paragraph D is deleted in its entirety and replaced with the following:

“D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the commencement of the contract unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.”
7. Section XXII, entitled, “**TERMINATION**,” is deleted in its entirety and replaced with the following:

**“XXII. TERMINATION”**

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

B. Either party may terminate this Contract, without cause, upon ninety (90) calendar days' written notice given the other party.

C. Unless otherwise specified in this Contract, COUNTY may terminate this Contract upon five (5) calendar days' written notice if CONTRACTOR fails to perform any of the terms of this Contract. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.

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

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

**E. CONTINGENT FUNDING**

1. Any obligation of COUNTY under this Contract is contingent upon the following:
  - a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and

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

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

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

F. In the event this Contract is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation of this Contract in an amount consistent with the reduced term of the Contract.

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

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

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

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

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

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

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

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

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

9. Provide written notice of termination of services to each Client being served under this Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the

notice of termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars day period.

H. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.”

10. Section XXV, entitled, “**NOTIFICATION OF DEATH**,” is added to the Contract as follows:

**“XXV. NOTIFICATION OF DEATH”**

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

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

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

2. WRITTEN NOTIFICATION

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

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

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

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

11. Section XXVI, “**RESEARCH AND PUBLICATION**,” is added to the Contract as follows:



**“XXVI. RESEARCH AND PUBLICATION**

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

12. Exhibit A shall no longer be effective as of July 1, 2023. Exhibit A-1 to this Amendment is added to the Contract and shall be effective as of July 1, 2023.

13. This Amendment No. 1 modifies the Contract only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 1 prevail. In all other respects, the terms and conditions of the Contract not specifically changed by this Amendment No. 1 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

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

**Contractor: THE PRIORITY CENTER**

Lisa Fujimoto, Executive Director and CEO

X

DocuSigned by: <i>Lisa Fujimoto, Executive Director and CEO</i>	Title
<small>34B59FDFBB4F41B...</small>	4/19/2023
Signature	Date

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

Purchasing Agent/Designee Authorized Signature:

Print Name	Title
Signature	Date

**“EXHIBIT A-1  
TO CONTRACT FOR PROVISION OF  
TARGETED CASE MANAGEMENT SERVICES  
WITH  
THE PRIORITY CENTER  
JULY 1, 2023 THROUGH JUNE 30, 2025**

**I. DEFINITIONS**

A. Targeted Case Management (TCM) means services furnished to assist individuals, Medi-Cal eligible under California’s State Plan, in gaining access to needed medical, social, educational, and other services.

B. DHCS means a branch of the California Health and Human Services Agency which administers state and federal programs for health care, social services, public assistance, job training, and rehabilitation.

C. FFP means the proportion of allowable cost to be reimbursed by the federal government.

D. MAA means a program or set of activities that allows Local Governmental Agencies to claim federal reimbursement for activities necessary for the proper and efficient administration of the Medi-Cal State Plan.

E. Quarter means a three (3) month period, beginning July 1st. For the purposes of this Contract, the first quarter is the combined months of July, August and September; the second quarter is October, November, and December; the third quarter is January, February, and March; and the fourth quarter is April, May, and June.

F. TCM Summary Invoice means a summary of claims submitted to CDHCS for TCM encounters prepared by the LGA on behalf of a claiming program that includes service dates by Quarter within the date range, and is created and printed from the online TCM claiming system by LGA staff.

G. TCM Time Survey means the approved methodology to determine the percentage of allocable employee costs spent providing TCM related services.

**II. PAYMENTS**

A. In compliance with all provisions pursuant to this Contract, COUNTY shall claim reimbursement to the State’s Medi-Cal program for COUNTY’S expenses paid to CONTRACTOR for TCM to the extent which these services are eligible.

1. CONTRACTOR shall submit TCM encounter data through the State on-line TCM

claiming system as directed by ADMINISTRATOR and in accordance with established State procedures. ADMINISTRATOR will use the data to create a TCM Summary Invoice on the State prescribed format for submission to the State. The Summary Invoice will identify the number of TCM encounters deemed claimable by the State on-line TCM claiming system, and shall be submitted by ADMINISTRATOR in order to claim TCM encounters pursuant to this Contract.

2. CONTRACTOR shall attend trainings provided by the ADMINISTRATOR on the State on-line TCM claiming system and cost report preparation, and any additional trainings as required by ADMINISTRATOR.

3. CONTRACTOR shall complete and submit to ADMINISTRATOR an annual TCM cost report in accordance with the Cost Report Paragraph of the Contract. The TCM cost report shall include all direct and indirect salaries, benefits, and operating costs for individuals in the TCM budget unit. The cost report must be in compliance with TCM cost report instructions and other requirements specified by the State on a form approved by ADMINISTRATOR and State. The cost report shall be prepared in a standardized format specified by the State and provided by ADMINISTRATOR.

B. COUNTY shall distribute to CONTRACTOR funds received from State for Medi-Cal reimbursement claimed for TCM activities on behalf of CONTRACTOR in accordance with the MOU for Fiscal Leveraging and Support Services between COUNTY and Commission.

1. Reimbursements shall be reduced by an amount determined by ADMINISTRATOR to cover program administration costs and risk mitigation. The percentage to be withheld shall be twenty percent (20%) of the reimbursement upon commencement of this Contract. ADMINISTRATOR shall provide CONTRACTOR thirty (30) calendar day written notice of any change in this administrative percentage.

2. If at the time of distribution CONTRACTOR does not hold a current signed Contract with the Commission for the provision of MAA, TCM, or other health access related activities, distributions shall be withheld pending the following:

a. Commission has notified ADMINISTRATOR and CONTRACTOR within 3 months of the withholding to distribute funds.

b. ADMINISTRATOR has reviewed and determined funds may be disbursed as allowed by pertinent regulations, agreements, and policies.

c. CONTRACTOR's status as a legal entity remains in existence at the time of disbursement.

3. COUNTY agrees to remit to CONTRACTOR any such reimbursement due, less the percentage referenced in Subparagraph B.1. to this Exhibit A-1 to the Contract and any other applicable reduction, provided all the requirements for the expenditure of public funds eligible for

federal reimbursement and of this Contract are met.

C. All payments to CONTRACTOR are subject to final approval by ADMINISTRATOR and State, of CONTRACTOR's claims. Approval will also be based on the amount of available funding and compliance with state, federal and county regulations. COUNTY shall reconcile any interim remittance funding to CONTRACTOR after final settlement reimbursement from the TCM cost report reconciliation received by the State. Remittance to CONTRACTOR shall be made by COUNTY once all funds are received from the State, reconciled, and approved for distribution.

D. CONTRACTOR shall ensure COUNTY of one hundred percent (100%) of the cost for the provision of TCM services are allowed under federal law and regulation, for Title XIX funds claimed for TCM performed pursuant to WIC Code Section 141321.47. A certification statement, prescribed by the state and issued by ADMINISTRATOR shall be a requirement on the annual TCM cost report submitted to the COUNTY. The State and/or COUNTY shall deny payment of any claim submitted under this Contract if it is determined that the certification is not adequately supported for purposes of FFP.

E. CONTRACTOR shall assume responsibility for any audit disallowances or penalties imposed on COUNTY by the State related to amount of services claimed by COUNTY on behalf of CONTRACTOR. CONTRACTOR shall reimburse COUNTY for any such disallowances or penalties within thirty (30) calendar days of written notification by ADMINISTRATOR.

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

1. If CONTRACTOR does not respond within ninety (90) days of ADMINISTRATOR's notification of CONTRACTOR's non-compliance, CONTRACTOR forfeits any disbursement due to CONTRACTOR for period in which CONTRACTOR is non-compliant.

G. CONTRACTOR may not invoice for TCM provided beyond the expiration and/or termination of this Contract.

### **III. REPORTS**

CONTRACTOR shall submit, on forms provided or approved by ADMINISTRATOR, financial and/or programmatic reports as requested by ADMINISTRATOR concerning CONTRACTOR's activities as they relate to this Contract. ADMINISTRATOR will be specific as to the nature of the information requested and allow thirty (30) calendar days for CONTRACTOR to respond unless required sooner by DHCS or CMS.

#### **IV. SERVICES**

##### **A. CONTRACTOR RESPONSIBILITIES:**

1. CONTRACTOR shall provide Medi-Cal TCM services as defined in the State's TCM Provider Manual consisting of case management services and related activities that assist individuals, eligible under a specific targeted population, to gain access to needed medical, social, educational, and other services. Allowable TCM service components and related activities include:

- a. comprehensive assessment and periodic reassessment of an individual's needs;
- b. development (and periodic revision) of a specific care plan;
- c. referral and related activities;
- d. monitoring and follow-up activities;
- e. TCM encounter-related activities, such as time spent performing tasks that directly support TCM face-to-face encounters for Medi-Cal and Non-Medi-Cal clients before, during, and after the encounter; and
- f. the proportionate staff travel time related to providing TCM services and any TCM related activities to a TCM eligible recipient.

2. CONTRACTOR will be subject to, and participate in, programmatic pre-claiming and post-claiming audits to be performed by ADMINISTRATOR to determine agency eligibility to participate in the TCM program, and for approval to electronically enter TCM encounter information into the State on-line TCM system.

3. CONTRACTOR shall designate an employee to act as the liaison with ADMINISTRATOR for issues concerning this Contract. Any change in designated liaison shall be communicated to ADMINISTRATOR in writing by CONTRACTOR.

4. CONTRACTOR shall attend TCM Time Survey training as required by the State in frequency, and any additional trainings determined necessary by ADMINISTRATOR; conduct TCM Time Surveying as required by the State and use the Time Survey form distributed by ADMINISTRATOR. The TCM Time Survey shall identify all time spent in the provision of allowable TCM services; non-claimable activities, and general administration and paid time off.

a. CONTRACTOR shall ensure that all TCM case managers, TCM supervisors, and TCM support staff attend the annual TCM Time Survey training and any additional trainings as determined necessary by ADMINISTRATOR.

b. CONTRACTOR shall maintain an annual TCM audit file(s) containing the original signed TCM Time Surveys; copies of time sheets for the TCM Time Survey periods for all staff that participated in the TCM Time Survey; all agency developed TCM policies and

procedures; copies of Cost Report worksheets submitted to ADMINISTRATOR, including back-up fiscal documentation; Cost Report Funding Schedule; Cost Report Encounter Methodology back-up documentation; ADMINISTRATOR/CONTRACTOR correspondence related to Cost Report preparation; this signed Contract with COUNTY; copies of Contract with Commission; and any other documents as directed by ADMINISTRATOR.

5. CONTRACTOR shall comply with enabling legislation, regulations, claiming process directives, policies, and procedure letters of the State, as well as directives from the County, which define program specific allowable TCM services and processes for appropriate TCM claiming. CONTRACTOR shall provide ADMINISTRATOR with specific data as requested and in the required format on or before the dates designated by ADMINISTRATOR.

6. CONTRACTOR shall document TCM services provided by staff in accordance with established State guidelines.

7. CONTRACTOR shall ensure that records fully disclose the name and Medi-Cal number or BIC of the person receiving each TCM service, the name of the CONTRACTOR agency, case manager providing the service, the date and place of service delivery, and the nature and extent of TCM services provided. The CONTRACTOR shall furnish said records for providing TCM services, upon request, to COUNTY, state, and federal government.

8. CONTRACTOR shall establish a Performance Monitoring Plan (PMP), including protocols and procedures to assure non-duplication of services, and to ensure coordination and continuity of care among providers of case management services to beneficiaries who are eligible to receive case management services from two or more programs. The PMP shall specifically address non-duplication of services in relation to all other Medi-Cal programs and waiver programs that provide case management services to clients.

9. CONTRACTOR shall establish a fee mechanism specific to the provision of TCM services. This mechanism may include a sliding fee schedule based on income. CONTRACTOR shall not claim federal reimbursement under this Contract for any TCM service provided free of charge, due to the lack of an appropriate fee mechanism.

10. CONTRACTOR shall establish a freedom of choice policy related to the provision of information to a client that TCM services can be refused, a request can be made for another case manager, or a request can be made for another agency or program to provide services.

11. CONTRACTOR shall make its best efforts to provide services pursuant to this Contract in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documentation of such efforts which may include, but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and procedures; copies of literature in multiple languages and

formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

12. Funds received as a result of this Contract are intended to fund health access and related activities, including TCM activities.

B. COUNTY RESPONSIBILITIES – COUNTY shall designate an individual(s) who shall:

1. Provide, or cause to be provided, training, technical support and ongoing consultation to CONTRACTOR's staff to ensure compliance with the State's TCM Program.

2. Provide CONTRACTOR with standardized formats and instructions for TCM Cost Report submittal, as provided by the State.

3. Review and monitor CONTRACTOR's compliance with respect to TCM service delivery and documentation.

4. Monitor CONTRACTOR's completion of corrective action plans filed in response to Medi-Cal and other State or COUNTY reviews.

5. COUNTY shall submit CONTRACTOR TCM Cost Report to the State for approval and process claims for TCM. COUNTY will notify CONTRACTOR of any disallowed expense on the TCM Cost Report with a written explanation of the basis for disallowance and/or required revisions for re-submittal of Cost Report.

C. CONTRACTOR shall provide a Unique Entity Identifier (UEI): A unique twelve-character identification number required by the federal government as part of their financial request and reporting process, which can be obtained free of charge from the SAM.GOV website (<https://sam.gov/content/entity-registration>). CONTRACTOR is required to provide a UEI number regardless of the funding source.

D. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A-1 to the Contract.

#### **I. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) INFORMATION**

A. This Contract includes federal funds paid to CONTRACTOR. The CFDA number(s) and associated information for federal funds paid through this Contract are specified below:

CFDA Year:	2020
CFDA#:	93.778
Program Title:	Medical Assistance Program
Federal Agency:	Department of Health and Human Services
Award Name:	Medical Assistance Program (Medicaid: Title XIX)
Amount:	\$5,850,000 (estimated aggregate)



B. CONTRACTOR may be required to have an audit conducted in accordance with federal Uniform Guidance (2 CFR Part 200). CONTRACTOR shall be responsible for complying with any federal audit requirements within the reporting period specified by Uniform Guidance (2 CFR Part 200).

C. ADMINISTRATOR may revise the CFDA information listed above, and shall notify CONTRACTOR in writing of said revisions.”