

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

**Contract Number****22-293 A-1****SAP Number****4400019076**

Department of Behavioral Health

Department Contract Representative	Rebecca Lombard
Telephone Number	(909) 383-3978
Contractor	Shandin Hills Rehabilitation Center, Inc. dba Shandin Hills Behavioral Therapy Center
Contractor Representative	Jonathan Lew
Telephone Number	(510) 679-8075 / jonathan.lew@newgenhc.com
Contract Term	July 1, 2022 – June 30, 2027
Original Contract Amount	\$36,159,090 Aggregate
Amendment Amount	\$4,745,000 Aggregate
Total Contract Amount	\$40,904,090 Aggregate
Cost Center	9209181000

THIS CONTRACT is entered into in the State of California by and between San Bernardino County, hereinafter called the County, and Shandin Hills Rehabilitation Center, Inc. dba Shandin Hills Behavioral Therapy Center referenced above, hereinafter called Contractor.

IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH:

IN THAT CERTAIN **Contract No. 22-293** by and between San Bernardino County, a political subdivision of the State of California, and Contractor for Institution for Mental Disease services, which Contract first became effective July 1, 2022, the following changes are hereby made and agreed to, effective the date of execution:

- I. REFERENCED CONTRACT PROVISIONS are hereby amended to read as follows:

REFERENCED CONTRACT PROVISIONS

Term: July 01, 2022 through June 30, 2027, inclusive.

Basis for Reimbursement:

Fee – For – Service

Payment Method:

Fee – For – Service

Payment/Reimbursement Rate:

County Authorized Basic IMD Service Day

DHCS IMD rate plus*

County Authorized Hearing Impaired IMD Service Day

DHCS specified rate plus*

Level I Basic IMD Service Day

County authorized basic patch service rate

Level II Basic Service Day plus 1 Enhancement

County authorized basic patch service rate

Level III Basic Service Day plus 2 Enhancements

County authorized basic patch service rate

Level IV Basic Service Day plus 3 Enhancements
or qualifying component

County authorized basic patch service rate

On an annual basis, both parties shall meet to review cost and utilization data for the year to consider a possible mutually agreeable adjustment to the County Enhancement Payment structure. Any mutually agreeable County Enhancement Payment adjustment will be prospective only and will not apply to previous periods. Contractor shall submit a formal memo to request adjustment to the Program Manager. The Deputy Director of Administrative Services and/or the Deputy Director with oversight of these contracted services is delegated the authority to approve changes to the rates as set forth above provided that the total contract amount is not exceeded during the contract term.

Notices to County and Contractor:

COUNTY: San Bernardino County
Department of Behavioral Health
Contracts Unit
303 East Vanderbilt Way
San Bernardino, CA 92415-0026

CONTRACTOR: **Shandin Hills Rehabilitation Center, Inc. dba
Shandin Hills Behavioral Therapy Center**
4164 Fourth Avenue
San Bernardino, CA 92407

PROGRAM SITE: **Shandin Hills Behavioral Therapy Center**
4164 Fourth Avenue
San Bernardino, CA 92407

II. ARTICLE XVII PERSONNEL, paragraphs L and M are hereby added to read as follows:

L. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

M. Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using Attachment III - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

III. ARTICLE V FUNDING AND BUDGETARY RESTRICTIONS, paragraph E. is hereby amended to read as follows:

E. The maximum financial obligation under this contract shall not exceed \$40,904,090 for the contract term.

IV. ARTICLE VIII ANNUAL COST REPORT SETTLEMENT, paragraph G is hereby amended to read as follows:

G. Preliminary and Final Cost Settlement: The cost of services rendered shall be adjusted to the lowest of the following:

1. Maximum allowable cost determined by total approved units multiplied by the negotiated rate; or
2. Maximum Contract amount.

V. ADDENDUM I INSTITUTION FOR MENTAL DISEASE SERVICES, Section II, Paragraph C. is hereby added to read as follows:

C. The descriptions of the levels referenced on the Referenced Contract Provisions of this agreement are as follows:

1. Level I – Basic IMD Service Day
2. Level II – Basic Service Day plus 1 Enhancement
3. Level III – Basic Service Day plus 2 Enhancements
4. Level IV – Basic Service Day plus 3 Enhancements or one of the following components:
 - a. Morbidly obese requiring bariatric bed
 - b. 1:1 for more than 48 consecutive hours
 - c. Arson history
 - d. Registered sex offender
 - e. Murphy conservatorship

Enhancements may include:

1. Vision impairment
2. Hearing impairment
3. Bladder issue requiring diapers
4. Catheter care
5. Medications QID more than 3 days consecutively
6. Pregnancy
7. Requiring wheelchair or assistive device to ambulate
8. Requiring therapy outside of the facility
9. Justice involvement more than 3 years
10. Combative or aggressive

VI. ADDENDUM I INSTITUTION FOR MENTAL DISEASE SERVICES, Section IV, Paragraph L. is hereby amended to read as follows:

L. Notify the DBH CHAS Program Manager II or designee within 24 hours if a consumer is absent without leave (AWOL) or leaves Against Medical Advice (AMA) from Contractor's facility. Contractor shall advise DBH CHAS PMII or designee of any recommendation for a therapeutic visit of a consumer scheduled to be out of the facility, for final disposition. Contractor shall notify the DBH CHAS PMII or designee within 24 hours by telephone/fax/e mail. Contractor will complete and submit an **"IMD Facility Incident Report"** if any consumer is involved in an incident at the facility. Contractor will provide a monthly notable incident summary of all incidents in the facility. This report will be submitted to the DBH CHAS or his/her designee, by the 5th day of the month following the month being reported. If there is an increase in notable incidents from the prior periods, Contractor shall give a written explanation for the increase and proposed interventions.

VII. ATTACHMENT III Campaign Contribution Disclosure (SB 1439) is hereby added.

VIII. All other terms, conditions and covenants in the basic agreement remain in full force and effect.

This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

SAN BERNARDINO COUNTY

Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Dated: SEP 26 2023

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

By *Lynna Monell*
Clerk of the Board of Supervisors
of San Bernardino County

By *[Signature]*
Deputy



Shandin Hills Rehabilitation Center, Inc. dba
Shandin Hills Behavioral Therapy Center

(Print or type name of corporation, company, contractor, etc.)

By *Mariela Pizzatti*
(Authorized signature - sign in blue ink)

Name Mariela Pizzatti
(Print or type name of person signing contract)

Title Vice President of Operations
(Print or Type)

Dated: 9/7/2023

Address 4161 N. 4th Ave, San Bernardino CA 92407

FOR COUNTY USE ONLY

Approved as to Legal Form

Dawn Martin

Dawn Martin, Deputy County Counsel

Date 9/7/2023

Reviewed for Contract Compliance

Natalie Kesse

Natalie Kesse, Contracts Manager

Date 9/7/2023

Reviewed/Approved by Department

Dr. Georgina Yoshioka, Director

Georgina Yoshioka, Director

Date 9/7/2023



Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly, either in person or in writing, with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] with the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Braswell Enterprises INC, dba Shandin Hills

2. Name of Principal (i.e., CEO/President) of Contractor, if the individual actively supports the matter and has a financial interest in the decision:

Avrohom Tress - Vice President / Aaron Robin - COO

3. Name of agent of Contractor:

Company Name	Agent(s)
Braswell Enterprises INC, dba Shandin Hills	Jonathan Lew
Braswell Enterprises INC, dba Shandin Hills	Mariela Pizzatti

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact
N/A	N/A
N/A	N/A

5. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
N/A	N/A	N/A
N/A	N/A	N/A

6. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes ☐

No ☒

7. Name of any known individuals/companies who are not listed in Questions 1-5, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	N/A
N/A	N/A

8. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No ☒ If **no**, please skip Question No. 9 and sign and date this form.

Yes ☐ If **yes**, please continue to complete this form.

9. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members/County elected officer to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.