

AGREEMENT

This Agreement ("Agreement") is made and entered into by and between Vista Behavioral Hospital, LLC dba Pacific Grove Hospital ("Provider") and San Bernardino County ("County") on behalf of Department of Behavioral Health.

This Agreement shall be effective as of the date fully executed. Provider and the County may be referred to collectively as the "Parties," or individually as a "Party."

RECITALS

WHEREAS, the Parties hereto are Parties to that certain Agreement No. 20-1243, fully executed on December 15, 2020, in the aggregate amount not to exceed \$20,891,667 for the period of December 15, 2020 through June 30, 2025, for the provision of fee-for-service psychiatric inpatient hospital services, and which was subsequently amended through Amendment No. 1 to Agreement No. 20-1243 dated October 4, 2022, Amendment No. 2 to Agreement No. 20-1243 dated November 14, 2023 and Amendment No. 3 to Agreement No. 20-1243 dated December 17, 2024 (collectively referred to as the "Original FFS Agreement");

WHEREAS, it has been determined that Provider is still owed money in the not to exceed amount of \$311,507 for services rendered under the Original FFS Agreement; and

WHEREAS, the Parties desire to enter into this Agreement to resolve the outstanding reimbursement amounts still owed to Provider by the County under the Original FFS Agreement;

NOW THEREFORE, and in consideration of the conditions, covenants and agreements contained herein, and other good and valuable consideration, and intending to be legally bound, the Parties agree as follows:

AGREEMENT

1. PAYMENT OF FEES

(a) The County agrees to pay to Provider a sum in the not to exceed amount of \$311,507 ("Outstanding Amount") for fees owed to Provider for the term of the Original FFS Agreement. The payment shall be made within 90 days following full execution of this Agreement by the Parties and delivered via Electronic Fund Transfer.

(b) The Parties acknowledge that each party is solely responsible for any tax obligations it may incur as a result of the payment or receipt of the Settlement Amount, as applicable.

2. MUTUAL SPECIFIC RELEASES

Except for the obligations expressly stated within this Agreement, Provider, on the one hand, and County on the other hand, each of their own free will and on behalf of themselves and their respective, successors, assigns, administrators, officers, directors, shareholders, employees,

agents, attorneys, receivers, and representatives, affiliate or subsidiary companies or entities hereby knowingly, voluntarily and irrevocably release and forever discharge and covenant not to sue one another, their respective, successors, assigns, administrators, officers, directors, shareholders, employees, agents, attorneys, receivers, and representatives, or affiliate or subsidiary companies or entities, for any and all actions, causes of action, claims for relief, suits, claims, charges, complaints, contracts (whether written or oral, express or implied), promises in law or equity, that they have or may have against one another related to, arising from or pertaining to any fees owed to the County by Provider under the Original FFS Agreement.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

The Parties represent and warrant to each other as follows:

- (a) This is a binding Agreement, enforceable against each Party in accordance with its terms;
- (b) Each Party has full power and authority to enter into this Agreement on its own behalf and no further consent or approval is required as a condition to the validity of this Agreement;
- (c) No Party has relied on any representations or promises in entering into this Agreement except those expressly contained herein.

4. MERGER/NO MODIFICATION

Each Party warrants that no promise, inducement, or agreement not expressed herein has been made regarding this Agreement, and that it constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous written or oral communications, understandings and agreement with respect to this Agreement. It is expressly understood and agreed that this Agreement may not be altered, amended, modified or otherwise changed in any respect whatsoever except by a writing duly executed by authorized representatives of each of the Parties.

5. ASSIGNMENT AND SUCCESSORS

Neither Party may assign any of their rights, obligations, or duties under this Agreement without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of each Party and to their respective successors, permitted assigns, administrators, officers, directors, shareholders, employees, agents, attorneys, receivers, and representatives.

6. REPRESENTATION BY COUNSEL

Each Party warrants it has been represented by counsel, or has had full opportunity to be independently represented and advised by counsel, with respect to this Agreement and all matters encompassed herein. Each Party further warrant it has read this Agreement, fully understands its content and binding legal effect, and is signing voluntarily.

Each Party acknowledges it has cooperated fully in drafting and preparing this Agreement, and hence, no rule of construction may be used to construe this Agreement against any Party by virtue of that Party's role in drafting this Agreement.

7. GOVERNING LAW/VENUE

This Agreement shall be governed by and interpreted under the laws of the State of California, without regard to its choice-of-law principles. The parties agree that the venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

8. HEADINGS

The headings in this Agreement are for the purpose of convenience only and are not meant to modify or affect the terms of the paragraphs to which they belong.

9. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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.

10. SEVERABILITY

Should any part of this Agreement be found to be illegal or in conflict with any applicable laws, or otherwise rendered unenforceable or ineffectual, the remaining parts of this Agreement shall remain in effect so long as the remaining parts continue to constitute in substance the agreement that the Parties intended to enter.

11. ATTORNEYS' FEES AND COSTS

Each Party will bear its own attorneys' fees and costs.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have voluntarily and knowingly execute this Agreement.

12. CONCLUSION

- (a) This Agreement consisting of four (4) pages. Attachments inclusive is the full and complete document describing the services to be rendered by Contractor to the County, including all covenants, conditions and benefits.
- (b) IN WITNESS WHEREOF, the Board of Supervisors of San Bernardino County has caused this Agreement to be subscribed by the Clerk thereof, and Contractor has caused this Agreement to be subscribed on its behalf by its duly authorized officers, the day, month, and year first above written.

This Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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, Chair, Board of Supervisors

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

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Vista Behavioral Hospital, LLC DBA Pacific Grove
Hospital

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

By ► _____
(Authorized signature - sign in blue ink)

Stefani Magalong

Name _____
(Print or type name of person signing contract)

Title C.E.O. _____
(Print or Type)

Dated: _____
5900 Brockton Avenue Riverside, CA
Address 92506 _____
