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**Contract Number****20-608 A-3****SAP Number****4400014665**

Department of Behavioral Health

Department Contract Representative	Eric Williams
Telephone Number	(909) 388-0951
Contractor	Helping Hearts California, LLC
Contractor Representative	Ynez Cross
Telephone Number	(661) 305-9406
Contract Term	July 1, 2020 – June 30, 2025
Original Contract Amount	\$18,286,500
Amendment Amount	\$18,462,800
Total Contract Amount	\$36,749,300
Cost Center	9209242200

THIS CONTRACT is entered into in the State of California by and between San Bernardino County, hereinafter called the County, and Helping Hearts California, LLC referenced above, hereinafter called Contractor.

IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH:

IN THAT CERTAIN **Contract No. 20-608** by and between San Bernardino County, a political subdivision of the State of California, and Contractor for Adult Residential Facilities with Social Rehabilitation Program Services, which Contract first became effective July 1, 2020, the following changes are hereby made and agreed to, effective upon date of execution:

- I. "Referenced Contract Provisions" is hereby amended to read as follows

REFERENCED CONTRACT PROVISIONS**Term:** July 1, 2020 through June 30, 2025, inclusive.**Maximum Obligation:**

FY 2020-2021	\$6,168,500
FY 2021-2022	\$6,059,000
FY 2022-2023	\$6,782,800
FY 2023-2024	\$8,869,500
FY 2024-2025	\$8,869,500

Basis for Reimbursement:

Fee for Service

Payment Method:

Fee for Service

Payment/Reimbursement Rate:County Authorized Basic Service Day

Max Per Diem, Per Bed

Including DBH bed holds/vacant hold/client occupied: \$450.00

Notices to County and Contractor:

COUNTY:

County of San Bernardino,
 Department of Behavioral Health
 Contracts Unit
 303 E. Vanderbilt Way
 San Bernardino, CA 92415-0026

CONTRACTOR:

Helping Hearts California, Inc.
 1845 Business Center Dr
 Suite 112
 San Bernardino, CA 92408
 909-292-8997

LOCATION OF SERVICES:

ACACIA SITE 1767 N. Acacia Avenue Rialto, CA 92376	EUCLID SITE 747 N. Euclid Avenue Ontario, CA 91761
AURORA SITE 13132 Aurora Avenue Victorville, CA 92392	KERN SITE 2421 W. Kern Street San Bernardino, CA 92407
BLACKWOOD SITE 11253 Blackwood Street Fontana, CA 92337	ROBIN SITE 6272 Robin Lane San Bernardino, CA. 92407
BONANZA SITE 14516 Bonanza Road Victorville, CA 92392	VISCONTI SITE 1288 Visconti Drive Colton, CA 92324

II. ARTICLE V FUNDING AND BUDGETARY RESTRICTIONS, paragraph I is hereby amended and paragraph J is hereby added to read as follows:

- I. The contract amendment amount of \$18,462,800 shall increase the total contract amount from \$18,286,500 to \$36,749,300 for the contract term.
- J. This amendment hereby amends Schedules A and B for FY 2022/23, and adds Schedules A and B for FY 2023/24 and FY2024/25 which will be submitted to, and approved by, the Director or designee at a later date. All previously approved schedules remain in effect.

III. ARTICLE VI PROVISIONAL PAYMENT, paragraph V is hereby added to read as follows:

- V. Through interdepartmental collaboration, the County shall work to ensure that claims are paid within a reasonable period of time following receipt of a complete and correct monthly claim.

IV. ARTICLE XIV DURATION AND TERMINATION, paragraph A is hereby amended to read as follows:

- A. The term of this Agreement shall be from July 1, 2020 through June 30, 2025 inclusive.

V. ADDENDUM I "ADULT RESIDENTIAL FACILITIES WITH LONG TERM and TRANSITIONAL SOCIAL REHABILITATION TREATMENT SERVICES", Section III "DESCRIPTION OF SPECIFIC SERVICES TO BE PROVIDED", paragraph B is hereby amended to read as follows:

B. Overview

DBH requires access to 54 beds, following all guidelines for Adult Residential Treatment services within the California Code of Regulations (CCR) Title 22- **Adult Residential Facility**, that provides treatment services listed within CCR Title 9 - Article 3.5 Standards for the Certification of **Social Rehabilitation Programs** including CCR Title 22 § 51341 which states "(7) Adult residential treatment service means rehabilitation services provided in a non-institutional residential setting where consumers are supported in their efforts to restore, maintain and apply interpersonal and independent living skills, and access community support systems. Programs shall provide a therapeutic community including a range of activities and services for consumers who would be at risk of hospitalization or other institutional placement if they were not in the residential treatment program. This is a structured package program with services available day and night, seven days a week."

Providing both Long Term and Transitional Residential Treatment Programs; as defined by the State of California, Community Care Licensing (CCL):

- CCR Title 9 Section 531 (b)- **Transitional Residential Treatment Program**, a program shall provide:

Services as specified in either subsection (h) or (i) of section 541 which shall provide a therapeutic environment in which consumers are supported in their efforts to acquire and apply interpersonal and independent living skills. The program shall also assist the consumer in developing a personal community support system to substitute for the program's supportive environment and to minimize the risk of hospitalization and enhance the capability for independent living upon discharge from the program. The planned length of stay in the program shall be in accordance with the consumer's assessed need, but not to exceed one (1) year; however, a length of stay not exceeding a maximum total of 18 months is permitted to ensure successful completion of the treatment plan and appropriate referral. The reasons for a length of stay beyond one (1) year shall be documented in the consumer's case record.

- CCR Title 9 Section 531 (c)- **Long Term Residential Treatment Program**, a program shall provide:

Services as specified in subsection (j) of section 541 in order to provide a 24-hour therapeutic residential setting with a full range of social rehabilitation services, as defined in section 532 of these regulations, including day programming for consumers who require intensive support in order to avoid long-term hospitalization or institutionalization. The planned length of stay shall be in accordance with the consumer's assessed needs but under no circumstances may that length of stay be extended beyond eighteen (18) months.

- VI. ADDENDUM I "ADULT RESIDENTIAL FACILITIES WITH LONG TERM and TRANSITIONAL SOCIAL REHABILITATION TREATMENT SERVICES", Section V "FACILITY LOCATIONS, NUMBER OF BEDS, STAFFING", paragraph B is hereby amended and paragraphs J and K are hereby added to read as follows:

- B. The maximum number of beds for this contract is 54 beds located between the following eight facilities:

<u>SITE NAME</u> CITY	ADDRESS TYPE OF ADULT RESIDENTIAL FACILITY
<u>ACACIA</u> RIALTO	1767 N. <u>ACACIA</u> AVENUE, RIALTO, CA 92376 LONG-TERM ADULT SRP
<u>AURORA</u> VICTORVILLE	13132 <u>AURORA</u> AVENUE, VICTORVILLE, CA 92392 LONG-TERM ADULT SRP
<u>BLACKWOOD</u> FONTANA	11253 <u>BLACKWOOD</u> STREET, FONTANA, CA 92337 LONG-TERM ADULT SRP
<u>BONANZA</u> VICTORVILLE	14516 <u>BONANZA</u> ROAD, VICTORVILLE, CA 92392 LONG-TERM ADULT SRP
<u>EUCLID</u> ONTARIO	747 N. <u>EUCLID</u> AVENUE, ONTARIO, CA 91761 TRANSITIONAL ADULT SRP
<u>KERN</u> SAN BERNARDINO	2421 W. <u>KERN</u> STREET, SAN BERNARDINO, CA 92407 LONG-TERM ADULT SRP
<u>ROBIN</u> SAN BERNARDINO	6272 <u>ROBIN</u> LANE, SAN BERNARDINO, CA. 92407 LONG-TERM ADULT SRP
<u>VISCONTI</u> COLTON	1288 <u>VISCONTI</u> DRIVE, COLTON, CA 92324 LONG-TERM ADULT SOCIAL REHAB PROGRAM (SRP)

- J. The Contractor shall obtain the prior written consent of the Director of DBH or the designee before terminating services at any of the above location or providing services at another office location.
- K. Facilities will remain in compliance with a certification of Social Rehabilitation Program Services issued by the State of California Department of Health Care Services and a license as an Adult Residential Facility (ARF) from CCL.

- VII. ADDENDUM I "ADULT RESIDENTIAL FACILITIES WITH LONG TERM and TRANSITIONAL SOCIAL REHABILITATION TREATMENT SERVICES", Section X "OUTCOME MEASURES AND DATA REPORTING REQUIREMENTS", paragraph A.1. is hereby amended to read as follows:

- A.1. Program Consideration
These criteria are consistent with the MHSA Plan.

The process-based criteria which shall be achieved are as follows:

PROCESS BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
a. Agency has linguistic capability sufficient to meet the needs of consumers to be served	Review of staffing pattern and personnel records	Staff shall be available to meet the linguistic needs of consumers in Service Area and surrounding area
b. Provider offers immediate access to Mental Health Services for consumers in need of long-term and transitional residential treatment services	Consumer satisfaction survey	100% of consumers entering the Program are seen in a timely fashion, ensuring consumer satisfaction as measured by self-reports that are included in a voluntary consumer satisfaction survey
c. Agency identifies consumers with co-occurring mental health and substance use disorders and provides appropriate services	Information Systems (IS) report	100% of consumers entering the Program will be screened for co-occurring mental health and substance use disorders, and subsequently referred for appropriate services, as needed
d. Agency provides (or arranges access to) peer support and self-help groups	Sample review of consumer records	A minimum of 50% of consumers will be referred to peer support and self-help groups
e. Services reduce emergency room visits and hospital admissions for mental health related crisis	IS report and analysis	Consumers demonstrate decreased use of hospital services compared with baseline period
f. Agency provides required number of beds:	Annual reporting	FY 2020/21 – 40 beds FY 2021/22 – 40 beds FY 2022/23 – 54 beds FY 2023/24 – 54 beds FY 2024/25 – 54 beds

*Exceptions are to be negotiated between Contractor and DBH.

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

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*
Dawn Rowe, Chair, Board of Supervisors

Dated: MAR 28 2023

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

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

By *[Signature]*
Deputy



Helping Hearts California, LLC

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

By *[Signature]*
589474120951425
(Authorized signature - sign in blue ink)

Name Ynez Cross
(Print or type name of person signing contract)

Title Managing Member, CEO
(Print or Type)

Dated: 3/21/2023

Address 1845 Business Center Dr. Suite 112
San Bernardino, CA 92408

FOR COUNTY USE ONLY

Approved and Legal Form

► *Dawn Martin*
Dawn Martin, Deputy County Counsel

Date 3/21/2023

Reviewed for Contract Compliance

► *Natalie Kesse*
Natalie Kesse, Contracts Manager

Date 3/21/2023

Reviewed and Approved by Department

► *Dr. Georgina Yoshioka, Director*
Georgina Yoshioka, Director

Date 3/21/2023