



Contract Number

20-369 A-2

SAP Number

4400013010

Department of Behavioral Health

Department Contract Representative	Eric Williams
Telephone Number	909-388-0951
Contractor	Vista Pacifica Enterprises, dba Vista Pacifica Convalescent
Contractor Representative	Cheryl Jumonville
Telephone Number	951-682-4833
Contract Term	June 9, 2020 through June 30, 2025
Original Contract Amount	\$2,605,735 Aggregate Total
Amendment Amount	
Total Contract Amount	\$2,605,735 Aggregate Total
Cost Center	4100001753

THIS CONTRACT is entered into in the State of California by and between San Bernardino County, hereinafter called the County, and Vista Pacifica Enterprises, dba Vista Pacifica Convalescent referenced above, hereinafter called Contractor.

IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH:

IN THAT CERTAIN **Contract No. 20-369** by and between San Bernardino County, a political subdivision of the State of California, and Contractor for Skilled Nursing Facility specializing in dementia-related care secondary to behavioral health and medical conditions, which Contract first became effective start varies by contract, the following changes are hereby made and agreed to, effective date of execution:

- I. REFERENCED AGGREGATE FISCAL PROVISIONS are amended to read as follows:

Referenced Aggregate Fiscal Provisions

Term: June 9, 2020 through June 30, 2025, inclusive.

Aggregate Maximum Obligation:

FUNDING ALLOCATED FOR 2020-2021	\$310,250
FUNDING ALLOCATED FOR 2021-2022	\$310,250
FUNDING ALLOCATED FOR 2022-2023	\$661,745
FUNDING ALLOCATED FOR 2023-2024	\$661,745
FUNDING ALLOCATED FOR 2024-2025	\$661,745

Basis for Reimbursement:

Fee – For – Service

Current Payment/Reimbursement Rate:

All Levels (A, B and C) County Authorized Patch Rate

Bed-hold First seven days of a bed hold will be covered by the State. DBH Program Manager II or designee will evaluate the need of a bed hold on a case by case basis. Contractor will be responsible to email DBH Program Manager with request for bed hold. If approved, DBH Program Manager II or designee will provide approval via email, which will cover the bed at the current DHCS rate.

Room Reserve DBH Program Manager II or designee will evaluate the need of a room reserve on a case by case basis. Contractor will be responsible to email DBH Program Manager with request for room reserve. If approved, DBH Program Manager II or designee will provide approval via email, at the current County negotiated Room Reserve rate.

**Addendum I describes the differences between the designated levels.*

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: Vista Pacifica Enterprises DBA Vista Pacifica Convalescent
3674 Pacific Avenue
Riverside, CA 92509
951-682-4833

PROGRAM SITE: Vista Pacifica Convalescent
3662 Pacific Avenue
Riverside, CA 92509
951-682-4833

- II. ARTICLE IV. Funding and Budgetary Restrictions, paragraphs C and E are hereby deleted, paragraphs D and F are hereby amended, and paragraph L is hereby added to read as follows:
- D. Contractor agrees to renegotiate the dollar value of this Contract, at the option of the County, if the annualized projected units of service (minutes/hours of time/days) for any service based on claims submitted through March of the operative fiscal year, is less than 90% of the projected units of service.
 - F. County will take into consideration requests for changes to Contract funding, within the existing contracted amount. All requests must be submitted in writing by Contractor to DBH Program no later than February 1 for the operative fiscal year. County will take into consideration requests to increase or decrease Contract funding. All requests must be submitted in writing by Contractor, with justification, to DBH Program no later than February 1 for the operative fiscal year.
 - L. The allowable funding sources for this Contract may include: Local Share. Federal funds may not be used as match funds to draw down other federal funds.
- III. ARTICLE V. Provisional Payment, paragraphs I.2, L, T, and U are hereby deleted, and paragraphs A and F are hereby amended to read as follows:
- A. County shall reimburse Contractor, at the rates specified on this agreement; provided, however, the total of all payments to Contractor and other contract provider of skilled nursing care specializing in dementia-related care secondary to behavioral health and medical conditions shall not exceed County's Aggregate Maximum Obligation.
 - F. Contractor shall bill the County Project Liaison monthly in arrears on claim forms provided by County. All claims submitted should clearly reflect all required information specified regarding the services for which claims are made. Claims for Payment shall be completed and forwarded to the County Project Liaison within 10 days after the close of the month in which services were rendered. Within a reasonable period of time following receipt of a complete and correct monthly claim, County shall make payment in accordance with the rates set out in the Aggregate Fiscal Provisions.
- IV. ARTICLE VII. 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. ARTICLE XVI Personnel, paragraph J, is hereby amended and paragraphs L and M, are hereby added to read as follows:
- J. Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more) In accordance with Public Contract Code Section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person [as defined in Public Contract Code Section 2202(e)] engaging in investment activities in Iran described in subdivision (a) of Public Contract

Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code Section 2205.

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 V- 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.

VI. ATTACHMENT V "CAMPAIGN CONTRIBUTION DISCLOSURE (SB1439)", is hereby added.



Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for 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 for the purpose of influencing the County's decision 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, for compensation, 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: _____
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision:

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded (“closed corporation”), identify the major shareholder(s):

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. 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):

8. Name of any known individuals/companies who are not listed in Questions 1-7, 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

9. 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 within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10.

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

10. 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 or other County elected officers 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. 1-8 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.