

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND  
VISTA PACIFICA ENTERPRISES, INC.**

---

This agreement is entered into between the County of Tehama, through its Health Services Agency, (“County”) and Vista Pacifica Enterprises, Inc. (“Contractor”) for the purpose of residential mental health treatment services and Lanterman Petris Short (LPS) declarations for clients of Tehama County determined by County's Mental Health Division to be in need of such services.

**1. RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall perform services as listed in Exhibit C attached hereto and made a part of this agreement.

Contractor shall be liable for State Department of Health Care Services audit exceptions due to inadequate documentation as per medical necessity requirements and shall reimburse County for any recoupments ordered by the State within sixty (60) days of the date of the State or County’s notice of such recoupment order. If Contractor fails to reimburse County within such period, County may offset the unpaid amount against any sums due from County to Contractor pursuant to this agreement or any other agreement of obligation.

**2. RESPONSIBILITIES OF THE COUNTY**

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

**3. COMPENSATION**

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit “B” after satisfactorily completing the duties described in this Agreement. The maximum compensation payable under this agreement shall not exceed \$985,000.00.

Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any

expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement. Board and care shall not be the responsibility of Tehama County under this agreement and shall not be billed under this agreement.

Health care services, including medical ancillary services, such as laboratory, X-ray, or other medical services performed on-site or off-site, and other physical health services, shall not be the responsibility of Tehama County under this agreement and shall not be billed under this agreement.

#### **4. BILLING AND PAYMENT**

On or before the 15<sup>th</sup> of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 45 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

Contractor shall use its best efforts to submit all claims for reimbursement under the Agreement within thirty (30) days after the ending date of the Agreement. All claims submitted after thirty (30) days following the ending date of the Agreement will not be subject to reimbursement by the County unless Contractor provides a valid reason for delayed submission. Any "obligation incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after one year following the ending date of the Agreement will be disallowed under audit by the County.

When, on the basis of retrospective review, it has been determined that Contractor has failed to meet service standards or documentation standards established by the MHP and Title 9, California Code of Regulations, payment will be denied on the basis of audit exception. Payment will not be made on the basis of added, amended, or altered records presented after the date of the retrospective review.

Whenever there is audit exception against the County resulting from a claim for funding for

an expenditure by the Contractor that is not allowable, the County may offset reimbursement to the Contractor for the exception.

**5. TERM OF AGREEMENT**

This agreement shall commence on July 1, 2026, and shall terminate June 30, 2027, unless terminated in accordance with section 6 below.

**6. TERMINATION OF AGREEMENT**

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Health Services Agency's Executive Director.

**7. ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

**8. NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

## **9. EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

## **10. INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

Contractor shall defend and indemnify Tehama County for any recoupment of funding resulting from periodic audit by the State of California, or United States of America and arising from Contractor's negligent acts, willful acts, or errors or omissions or such acts of Contractor's

subcontractors, any person employed under Contractor, or under any subcontractor. Should County become subject to such recoupment Contractor shall reimburse County for recouped funds in proportion to Contractor's share of audit exceptions to the total audit exceptions charged against County.

## **11. INSURANCE**

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

## **12. PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify, and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations

pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

### **13. NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

### **14. GREEN PROCUREMENT POLICY**

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction’s contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

### **15. COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

### **16. LAW AND VENUE**

This agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

**17. AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

**18. NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to County:	Tehama County Health Services Agency Attn: Executive Director P.O. Box 400 Red Bluff, CA 96080 (530) 527-8491
---------------	---

If to Contractor:	Vista Pacifica Enterprises, Inc. Attn: President 3674 Pacific Avenue Riverside, CA 92509 Phone: (951) 682-4833 Fax: (951) 274-4696
-------------------	---

Notice shall be deemed to be effective two days after mailing.

**19. NON-EXCLUSIVE AGREEMENT**

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

**20. STANDARDS OF THE PROFESSION**

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

**21. LICENSING OR ACCREDITATION**

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

**22. RESOLUTION OF AMBIGUITIES**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

**23. NO THIRD-PARTY BENEFICIARIES**

Neither party intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

**24. HAZARDOUS MATERIALS**

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

**25. HARASSMENT**

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

## **26. CODE OF CONDUCT**

Tehama County Health Services Agency (TCHSA) maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. The TCHSA and each of its employees and contractors shall follow an established Code of Conduct.

### **PURPOSE**

The purpose of the TCHSA Code of Conduct is to ensure that all TCHSA employees and contractors are committed to conducting their activities in accordance with the highest levels of ethics and in compliance with all applicable State and Federal statutes, regulations, and guidelines. The Code of Conduct also serves to demonstrate TCHSA's dedication to providing quality care to its patients.

### **CODE OF CONDUCT – General Statement**

- The Code of Conduct is intended to provide TCHSA employees and contractors with general guidelines to enable them to conduct the business of TCHSA in an ethical and legal manner;
- Every TCHSA employee and contractor is expected to uphold the Code of Conduct;
- Failure to comply with the Code of Conduct or failure to report non-compliance may subject the TCHSA employee or contractor to disciplinary action, up to or including termination of employment or contracted status.

### **CODE OF CONDUCT**

- All TCHSA employees and contractors:
- Shall perform their duties in good faith and to the best of their ability.
- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA's own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate

Supervisor, Division Director, the Quality Assurance Manager, the Compliance Auditor, the Assistant Executive Director-Programs, or the Assistant Executive Director-Administration.

- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA;
- Shall notify their Supervisor, Division Director, Assistant Executive Director-Administration, the Assistant Executive Director-Programs, or Agency Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA;
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction;
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or contractor's independent judgment in transactions involving TCHSA;
- Shall disclose to their Division Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with TCHSA vendors or contractors;
- Shall not participate in any false billing of patients, governmental entities, or any other party;
- Shall not participate in preparation of any false cost report or other type of report submitted to the government;
- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA, and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA;
- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter;

- Shall not disclose confidential medical information pertaining to TCHSA’s patients or clients without the express written consent of the patients or clients or pursuant to court order and in accordance with the applicable law and TCHSA applicable policies and procedures;
- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of the Code of Conduct;
- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of any statute, regulation, or guideline applicable to Federal health care programs or violations of TCHSA’s own policies and procedures;
- Shall not engage in or tolerate retaliation against employees or contractors who report or suspect wrongdoing.

**27. HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)**

The Contractor acknowledges that it is a “health care provider” for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The Contractor agrees to use individually identifiable healthcare information obtained from the County only for purposes of providing diagnostic or treatment services to patients.

Contractor agrees to report to County any security incident or any use or disclosure of PHI (in any form) not provided for by this Agreement. Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident.

**28. CULTURAL COMPETENCY**

Contractor shall insure that services delivered under the terms of this agreement reflect a comprehensive range of age appropriate, cost-effective, high quality intervention strategies directed so as to promote wellness, avert crises, and maintain beneficiaries within their own communities. Contractor shall make every effort to deliver services which are culturally sensitive and culturally competent and which operationalize the following values:

- A. Services should be delivered in the client's primary language or language of choice since language is the primary "carrier of culture,"

- B. Services should encourage the active participation of individuals in their own care, protect confidentiality at all times, and recognize the rights of all individuals regardless of race, ethnicity, cultural background, disability or personal characteristics,
- C. Service delivery staff should reflect the racial, ethnic, and cultural diversity of the population being served,
- D. Certain culturally sanctioned behaviors, values, or attitudes of individuals legitimately may conflict with "mainstream values" without indicating psychopathology or moral deviance,
- E. Service delivery systems should reflect cultural diversity in methods of service delivery as well as policy,
- F. The organization should instill values in staff which encourage them to confront racially or culturally biased behavior in themselves and others and which encourage them to increase their sensitivity and acceptance of culturally based differences.
- G. Contractor's staff shall receive cultural competency training and Contractor shall provide evidence of such training to County upon request.

**29. DOCUMENTS AND RECORDS**

- A. Upon written request, Contractor agrees to permit County, State, and/or Federal agencies authorized by the Director, to inspect, review, and copy all records, notes, and writing of any kind in connection with the services provided by Contractor under this agreement. All such inspections and copying shall occur during normal business hours.
- B. If the California Department of Health Care Services, Center for Medicare and Medicaid Services (CMS), or Office of the Inspector General of the US Department of Health and Human Services determines there is a reasonable possibility of fraud or similar risk, the State, SMC or HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time.
- C. Contractor shall preserve all records relating to the services provided pursuant to this agreement until at least ten years from the final date of the contract period or ten years from the date of completion of any audit, whichever is later.

- D. At the end of the period required for record retention, Contractor shall destroy all records made pursuant to this agreement in accordance with the California Code of Regulations, the California Welfare and Institutions Code, and Contractor's State licensing requirements.
- E. Contractor shall document compliance with all contractual requirements. Such documentation shall be provided to County upon request.

### **30. CLINICAL RECORDS**

Contractor shall maintain adequate records. Patient records must comply with all appropriate State and Federal requirements. Individual records shall contain intake information, interviews, and progress notes. Program records shall contain detail adequate for the evaluation of the service. Contractor agrees that its inability to produce records adequate for evaluation of the service shall constitute ground for audit exception and denial of Contractor's claim for payment for those services.

If Contractor maintains an Electronic Health Record (EHR) with Protected Health Information (PHI), and an individual request a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the County to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.

### **31. FINANCIAL RECORDS**

Contractor shall maintain financial records that clearly reflect the cost of each type of service for which payment is claimed. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of the services rendered. Appropriate service and financial records must be kept in accordance with the California Department of Health Care Services rules and regulations based on the Short/Doyle Community Mental Health Services Act of 1967, as amended.

### **32. SEVERABILITY**

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or

state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

**33. DRUG-FREE WORKPLACE**

Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither the Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances as defined in 21 USCA 812, including but not limited to marijuana, heroin, cocaine, and amphetamines at any of the Contractor's facilities or County's facilities or worksites. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or worksite, of which the Contractor has knowledge the Contractor, within five (5) days thereafter, shall notify the supervising department or the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

**34. UNUSUAL OCCURRENCES.**

Occurrences such as epidemic outbreaks, poisonings, fires, major accidents, death from unnatural causes or other catastrophes and unusual occurrences which threaten the welfare, safety, or health of patients, personnel, or visitors shall be reported by the facility within twenty-four (24) hours either by telephone (and confirmed in writing) or by telegraph or fax to the local health officer, the State Department of Health Care Services, and the Tehama County Health Services Agency's Mental Health Director, or in the Director's absence, Tehama County Health Services Agency's Executive Director. An incident report shall be retained on file by the facility for one year. The facility shall furnish such other pertinent information related to such occurrences as the local health officer or the California Department of Health Care Services may require. Every fire or explosion which occurs in or on the premises shall be reported within twenty-four (24) hours to the local fire authority or in areas not having an organized fire service, to the State Fire Marshall (Title 22, Section 72541).

**36. COMPLIANCE AND PROGRAM INTEGRITY**

Contractor shall comply with all contractual provisions pursuant to Exhibit D, “COMPLIANCE AND PROGRAM INTEGRITY,” attached hereto and incorporated by reference.

**37. TELECOMMUNICATION FOR ASSESSMENTS OF CLIENTS:**

Contractor will utilize “VSee” software platform tool or other platform or software approved by County at the request of the County to facilitate assessments of clients.

**38. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

**39. TRAFFICKING VICTIMS PROTECTION ACT OF 2000**

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104).”

**40. BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352)**

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person

or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**41. HATCH ACT**

County agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.


**42. EXHIBITS**

Contractor shall comply with all provisions of Exhibits A through D, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.


Date: 4-29-26

**COUNTY OF TEHAMA**

  
\_\_\_\_\_  
Jayme S. Bottke, Executive Director

**VISTA PACIFICA ENTERPRISES, INC., a  
California corporation**

Date: April 28, 2026

  
\_\_\_\_\_  
Cheryl Jumonville, President

\_\_\_\_\_  
Contractor Number

\_\_\_\_\_  
Vendor Number

\_\_\_\_\_  
Budget Account Number

## Exhibit A

### **INSURANCE REQUIREMENTS FOR CONTRACTOR**

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees, or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

#### Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

#### Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

#### Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims-made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

#### Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

#### Primary Insurance Coverage

For any claims related to this project, Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

#### Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

### Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

### Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

### Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

### Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

### Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

## Exhibit B

### FEE SCHEDULE

#### Rates Per Client / Per Day

Contractor shall provide County with National Provider Identifier (NPI). Services provided without submission to County of NPI by Contractor shall be the responsibility of the Contractor and will not be reimbursed by County.

Each LPS evaluation shall be pre-approved by the Mental Health Director, or designee, and must be obtained prior to providing this service. All LPS evaluations must be separately identified on the Contractor's monthly invoice.

#### **Vista Pacifica Center IMD Rates (Ages 18-64)**

Payments for temporary client absence from Contractor's facilities pursuant to this agreement as designated below as IMD/SNF 18-64 shall be paid at the rate of \$264.00 per client per day.

IMD/SNF (18-64) rates are set forth in California Code of Regulations, title 22, section 51511, plus the rate for Special Program Services as set forth in California Code of Regulations, title 22, section 51511.1. IMD/SNF rates per client per day at the time of the execution of this agreement are \$264.00 per client per day.

Basic IMD Consumers with Patch (ages 18 – 64). County further agrees to compensate Contractor for specialized services at the following rates: Specialized services will consist of four distinct levels (A, B, C and D ) and paid at the basic IMD rate \$264.00 per bed-day plus the indicated patch rate per bed day, based upon increased psychologist/psychiatrist visits authorized by the Director or his/her designee, and pre-approved by the County on a monthly basis, if necessary, as follows:

- (1) Level A - \$70.00 patch rate. Psychologist visits one time per month. Psychiatrist visits two times per month.
- (2) Level B - \$140.00 patch rate. Psychologist visits two times per month. Psychiatrist visits two times per month.

- (3) Level C - \$180.00 patch rate. Psychologist visits four times per month. Psychiatrist visits two times per month.
- (4) Level D - \$160.00 patch rate for Restoration to Competency Program.

Patch rates will be assigned to clients with prior authorization, confirmed by FAX or email, from County. Patch rates will be reviewed monthly by County to determine if patch rate level charged by Contractor reflects client's level of need.

## Vista Pacifica Center IMD Rates (Ages 65+)

Payments for temporary client absence from Contractor's facilities pursuant to this agreement as designated below as IMD/SNF 65+ shall be paid at the rate of \$264.00 per client per day.

IMD/SNF (65+) rates are set forth in California Code of Regulations, title 22, section 51511, plus the rate for Special Program Services as set forth in California Code of Regulations, title 22, section 51511.1. IMD/SNF rates per client per day at the time of the execution of this agreement are \$264.00 per client per day.

Basic IMD Consumers with Patch (65+). County further agrees to compensate Contractor for specialized services at the following rates: Specialized services will consist of four distinct levels (A, B, C and D) and paid at the basic IMD rate \$264.00 per bed-day plus the indicated patch rate per bed day, based upon increased psychologist/psychiatrist visits authorized by the Director or his/her designee, and pre-approved by the County on a monthly basis, if necessary, as follows:

- (1) Level A - \$100.00 patch rate. Psychologist visits one time per month. Psychiatrist visits two times per month.
- (2) Level B - \$170.00 patch rate. Psychologist visits two times per month. Psychiatrist visits two times per month.
- (3) Level C - \$210.00 patch rate. Psychologist visits four times per month. Psychiatrist visits two times per month.
- (4) Level D - \$190.00 patch rate for Restoration to Competency Program.

Patch rates will be assigned to clients with prior authorization, confirmed by FAX or email, from County. Patch rates will be reviewed monthly by County to determine if patch rate level charged by Contractor reflects client’s level of need.

## Vista Pacifica Convalescent Rates

<b>Services</b>	<b>Effective 1/1/26</b>
Facility Rate - Daily Room Reserve Rate	\$305.00
Bedhold Rate	\$305.00
Private Rate- Semi	\$338.00
Private Rate – Single	\$348.00
<b>Augmented Services Rates</b>	
Patch A (per diem rate in addition to daily rate)	\$90.00 per day
Patch B (per diem rate in addition to daily rate)	\$160.00 per day
Patch C (per diem rate in addition to daily rate)	\$200.00 per day

Extended Bed Hold Rate – Client out at Hospital past 7 days

Room Reserve Rate – Holding Bed for Client prior to Admission

### **Vista Pacifica Convalescent Patch Levels Criteria**

**Level A** - (Psychiatry visits one time per month, Psychology visit one time a month)

Residents on this patch level require increased supervision and resources from staff. Examples of behavioral/medical needs that meet this requirement are:

- Chronic mental health diagnosis with active delusions and hallucinations and/or mood swings.
- Resistive to ADL care

**Level B** - (Psychiatry visits one time per month, Psychology visits one time a month)

Residents on this patch level require frequent supervision and resources from multiple departments. Examples of behavioral/medical needs that meet this requirement are same as Level A and the following:

- Physically aggressive behavior towards staff and/or peers
- Two staff assist with ADL, strikes out at staff
- Maladaptive behaviors that require frequent counseling and attention from direct care staff

- Periodic screaming and wandering behavior
- Severe psychosis which requires frequent redirection/counseling/behavior modification from staff

**Level C** - (Psychiatry visits two times per month, Psychology visits two times a month)

Residents on this patch level require near constant supervision and resources from the facility because their behaviors make them a danger to themselves or others. Examples of behavioral/medical needs that meet this requirement are same as Level A and B and the following:

- Physically aggressive behavior that requires the use of 1:1 or LOS (Line of Sight) staff to keep others safe.
- Property destruction
- Extensive assistance with ADL cares
- Frequent Falls
- Constant screaming and wandering behavior
- Suicidal behavior that requires the use of 1:1 or LOS staff to keep the resident safe.

*End of Exhibit B*

## Exhibit C

### Vista Pacifica Center IMD

#### Scope of Work

**I. PROGRAM SERVICES:** In full consideration of the payment herein provided for, Contractor shall provide the services described below in a manner consistent with the terms and provisions of the agreement:

A. Licensed Skilled Nursing Facility Services (SNF) / Institute of Mental Health (IMD): Contractor shall maintain a licensed skilled nursing facility (SNF) that serves adults and older adults with co-occurring disorders (psychiatric/medical) in need of 24-hour skilled nursing services.

#### **II. SERVICES & STAFFING STANDARDS**

Contractor shall:

A. Provide clinical supervision to all staff, licensed and unlicensed. Staff seeking licensure shall receive clinical supervision in accordance with the appropriate State licensure board; all staff will receive weekly group or individual supervision, sufficient to support staff practice.

B. Identify lead clinical staff responsible for or organizing training of staff. Training will include but is not limited to the following: clinical characteristics of core target population, co-occurring substance use, service planning, risk assessments, psychiatric rehabilitation, skill-based groups, family education intervention, crisis management and relapse prevention.

#### **III. SERVICE REQUIREMENTS:**

A. Contractor shall ensure adherence to the following:

a. Service Levels

i. Provide a minimum of weekly face to face contact or more as clinically indicated which may include but is not limited to: wellness plan development and monitoring, and enrollment in mental health rehabilitation groups.

ii. Ensure face to face psychiatry visits are at a minimum of one time per month or more frequent as clinically indicated.

b. Service Authorization

i. Services are pre-authorized in writing by the County. Services not pre-authorized in writing by County shall not be reimbursed.

- ii. Facility rates shall be in accordance with Exhibit B and shall be determined as part of the written authorization.
- iii. Modifications to the County authorized rate without the written consent of County shall not be reimbursed.
- iv. Services rendered without a written authorization from the County shall not be reimbursed.
- v. Bed holds can be authorized if the Contractor agrees to have the client return.
- vi. Bed holds are limited to a maximum of 10 days. Bed holds are for clients currently residing in the facility and must be pre-authorized by County.
- vii. Referrals will be reviewed and disposition will be made within three working days from receipt. All denials will be in writing and submitted to County.

c. Admission Criteria

Client Eligibility: Contractor shall admit clients with a DSM-IV diagnosis. Clients in need of 24-hour mental health services, clients who may have histories of and, without adequate treatment, are at risk of displaying behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness) which preclude them from being admitted into a lower level care facility, shall be considered acceptable for admission. County may grant individual exceptions to these admission criteria. It is agreed by County and Contractor that clients whose mental illness is deemed appropriate for acute care, as well as clients suffering exclusively from developmental disability, mental retardation, or physical illnesses (without a psychiatric component), shall not be considered for admission.

d. Core Mental Health Services

- i. Individualized service plans that focus on strengths and target identified behavioral problems and other conditions such as cognitive impairments. Contractor shall involve the client in treatment planning to the extent the client is able to participate.
- ii. Provide opportunities to participate in educational and/or peer support groups for clients and caregiver/family (when available).
- iii. Provide supportive individual therapy for clients as clinically appropriate. Individual therapy is time-limited, targeted and focused on clearly identified goals and objectives.

- iv. Provide services that target symptoms remission or functional improvements which may include, but are not limited to; motivational interviewing, teaching independent living skills, employment and vocational skills, and preparing wellness and recovery, and relapse prevention plans.
  - v. Provide rehabilitation groups for specific issues, such as money management, stress management, health and wellness, anger management (frustration and impulsivity) and relapse prevention.
  - vi. Provide education on psychiatric and/or co-occurring substance use disorders and relapse prevention.
  - vii. Provide crisis intervention as needed to prevent hospitalization.
- e. Crisis Response
- i. Ensure individualized crisis plans are developed during admission and updated as indicated. Plans should address triggers of stress, patterns of behaviors, personal supports, helpful interventions, relevant medication history, and current prescriptions to reduce the frequency of relapse.
  - ii. Provide 24 hours seven days per week crisis services as clinically indicated.
  - iii. Notify in writing the County via facsimile at (530) 527-0232 when a client requires acute psychiatric or medical hospitalization.
- f. Discharge Criteria – Contractor shall only discharge a client from service when:
- i. Client has achieved a level of recovery stability as determined by client, caregiver/family member, legal guardian and providers as measured by symptom management, recognition of triggers of relapse, active participation in a wellness plan. A LOCUS will be used as a data source.
  - ii. The length/duration of services shall be determined by the individualized needs of each client, in accordance with his/her Treatment Plan.
  - iii. Contractor’s staff making client discharge plans shall consult with County regarding placement options and outpatients supports early in the discharge planning process.
  - iv. Client has been determined by the client, caregiver/family member, legal guardian, County and current treatment provider to no longer benefit from the treatment environment or regime.
- g. Performance Measures

Admissions: 90% of all clients referred for placement by County will be admitted into the identified programs.

h. Additional Provisions

- i. County will participate in regular site visitations for the purpose of monitoring client's progress, general welfare of clients, physical and program integrity of the facility as well as routine review of service provider reports, fiscal claims.
- ii. County will participate in monthly Utilization Review which may be composed of, but not limited to, the following participants: the client's conservator or representative, County, Contractor's facility staff or designee. Findings and recommendations of this review shall become integrated in the client's treatment plan.
- iii. Contractor shall provide information on adverse incidents to County, including, but not limited to, deaths, elopements, physical injury, physical or sexual abuse, or significant assaults. Contractor shall provide corrective action plans and progress reports when indicated or requested by County.
- iv. Contractor will complete monthly a client Placement Report on the progress of individual client treatment goals in order to facilitate timely discharges. Each client Placement Report shall be submitted to and received by County with each Statement required by Section 4 of this agreement.
- v. County will review each facility's admission, discharge and length of stay data on a quarterly basis.
- vi. Contractor shall cooperate with County requests for information on clients placed under the terms of this agreement.
- vii. Contractor shall allow County to have reasonable access to all areas of any of Contractor's facilities wherein a client is currently placed, or had been placed, pursuant to this agreement, at any time and to such data as will allow for the meaningful evaluation and monitoring of quality of care.

#### **IV. TREATMENT GOALS**

The treatment goals at Contractor's facilities under the terms and conditions of this agreement are:

- A. To modify a client's dysfunctional maladaptive behavioral patterns and develop daily living skills which will enable the client to live in a less restrictive, more independent setting.

- B. To minimize inappropriate or unnecessary state and local acute hospitalization to the extent clinically appropriate by providing quality 24-hour subacute care.

## **Vista Pacifica Convalescent Scope of Work**

### 1. Services to be Provided:

One to one supplemental care to clients who require additional support to manage behaviors while clients are living at Vista Pacifica Convalescent Hospital. Services will be authorized by County on a 90 day basis. Supplemental Services include the following:

- 1:1 support to ensure that client does not harm self while resisting necessary care.
- 1:1 support for contractor with managing behaviors including, but not limited to yelling, agitation, aggression and/or severe psychotic symptoms.
- 1:1 support to provide supplemental nursing care as needed in management of behavior.

During the course of treatment, Contractor will coordinate with County Case Manager or their designee.

### 3. Description of Supplemental Patch Levels and Rates:

Contractor and County will mutually agree on the level of supplemental care required. The level of care required will be evaluated by County, in consultation with Contractor, and adjusted as deemed clinically necessary at least every ninety (90) days. The County supplemental patch rate agreement must be on file with the County for each client receiving supplemental services, and must be renewed every ninety days.

#### A. Patch Level A:

Level A (augmented behavioral problems):

Residents on this patch level require increased supervision and resources from staff.

- Examples of behavioral/medical needs that meet this requirement are:
- AWOL Risk patients
- Extremely verbally aggressive/threatening
- Allegations of abuse towards staff and peers

#### B. Patch Level B:

Level B (augmented behavioral problems):

Residents on this patch level require frequent supervision and resources from multiple departments.

- Examples of behavioral/medical needs that meet this requirement are:
- Periodic physical aggression towards staff or peers
- Property destruction
- Suicidal risk
- Maladaptive behaviors that require frequent counseling and attention from

direct care staff

- Severe psychosis which requires frequent redirection/counseling/behavior

C. Patch Level C:

Level C (augmented behavioral problems):

Residents on this patch level require near constant supervision and resources from the facility because their behaviors make them a danger to themselves or others.

Examples of behavioral/medical needs that meet this requirement are:

- Physically aggressive behavior that requires the use of 1:1 or LOS (Line of Sight) staff to keep others safe.
- Suicidal behavior that requires the use of 1:1 or LOS staff to keep the resident safe.

## Exhibit D

### **COMPLIANCE AND PROGRAM INTEGRITY**

#### **Evidence of Contractual Compliance**

Contractor shall document evidence of compliance with all contractual provisions and provide to County upon request.

#### **Exclusions Checks**

Consistent with the requirements of 42 Code of Federal Regulations, (C.F.R.) part 455.436, Contractor shall confirm the identify and determine the exclusion status of all providers (employees and subcontractors), as well as any person with an ownership or control interest, or who is an agent or managing employee of Contractor through monthly checks of Federal and State databases. The databases to be included are:

- A. The Social Security Administration's Death Master File
- B. The National Plan and Provider Enumeration System (NPPES)
- C. The Office of Inspector General's List of Excluded Individuals/Entities (LEIE)
- D. The System for Award Management (SAM)
- E. The California Department of Health Care Services (DHCS) Medi-Cal Suspended and Ineligible Provider List (S & I List)

Contractor shall retain evidence of monthly checks and provide to County upon request. If the Contractor finds a party that is excluded, Contractor shall notify the County within one (1) business day. Contractor shall not permit an excluded provider to render services to a County client.

#### **Ownership Disclosure**

Pursuant to the requirements of 42 C.F.R. § 455.104, Contractor must make disclosures regarding any person (individual or corporation) who has an ownership or control interest in the Contractor, whether the person (individual or corporation) is related to another person with an ownership or control interest in the Contractor as a spouse, parent, child, or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child or sibling.

The term "person with an ownership or control interest" means, with respect to the Contractor, a person who:

- A. Has directly or indirectly an ownership of five percent (5%) or more in the Contractor; or
- B. Is the owner of a whole or part interest in any mortgage, deed of trust, note, or other obligation secured in whole (or in part) by the Contractor or any property of or assets thereof, which whole or part interest is equal to or exceeds five percent (5%) of the total property and assets or the entity; or
- C. Is an officer or director of the Contractor if the Contractor is organized as a corporation; or

- D. Is a partner in the Contractor, if the Contractor is organized as a partnership

Contractor will provide County the following disclosures prior to the execution of this contract (and annually thereafter), prior to its extension or renewal (and annually thereafter), and within thirty-five (35) days after any change in Contractor ownership:

- A. The name and address of any person (individual or corporation) with an ownership or control interest in the Contractor. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
- B. Date of birth and Social Security Number (in the case of an individual);
- C. Other tax identification number [in the case of a corporation with an ownership or control interest in the Contractor or in any subcontractor in which the Contractor has a five percent (5%) or more interest];
- D. Whether the person (individual or corporation) with an ownership or control interest in the Contractor is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling;
- E. The name of any other disclosing entity in which the Contractor has an ownership or control interest. Other disclosing entity means any other Medicaid disclosing entity and any entity that does not participate in Medicaid, but is required to disclose certain ownership and control information because of participation in any of the programs established under title V, XVIII, or XX of the Act. This includes:
  - (1) Any hospital, skilled nursing facility, home health agency, independent clinical laboratory, renal disease facility, rural health clinic, or health maintenance organization that participates in Medicare (title XVIII);
  - (2) Any Medicare intermediary or carrier; and
  - (3) Any entity (other than an individual practitioner or group of practitioners) that furnishes, or arranges for the furnishing of, health-related services for which it claims payment under any plan or program established under title V or title XX of the Act.
  - (4) The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

### **Business Transactions Disclosure**

Contractor must submit disclosures and updated disclosures to County regarding certain business transactions within thirty-five (35) days, upon request. The following must be disclosed:

- A. The ownership of any subcontractor with whom Contractor had business transactions totaling more than \$25,000 during the 12-month period ending on the date of request; and
- B. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of request.

### **Persons Convicted of Crimes Disclosure**

Contractor shall submit the following disclosures to County regarding Contractor's management prior to execution of this contract and at any time upon County request:

- (A) The identity of any person who is a managing employee of Contractor who has been convicted of a crime related to federal health care programs. [42 C.F.R. § 455.106(a)(1), (2).]
- (B) The identity of any person who is an agent of Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 C.F.R. § 455.101.

### **Criminal Background Checks**

Contractor must require providers (employees and contracted) to consent to criminal background checks including livescans pursuant to 42 C.F.R. 455.434(a). Upon DHCS' determination that Contractor or a person with a five percent (5%) or more direct or indirect ownership interest in Contractor meets DHCS' criteria for criminal background checks as a high risk to the Medicaid program, Contractor's providers (employees and contracted) must submit livescans pursuant to 42 C.F.R. 455.434(b)(1).

*End of Exhibit D*